



State of New Jersey
DEPARTMENT OF HEALTH
PO BOX 360
TRENTON, N.J. 08625-0360
www.nj.gov/health

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

JUDITH M. PERSICILLI, RN, BSN, MA
Commissioner

MEMORANDUM OF AGREEMENT

BETWEEN

**NEW JERSEY DEPARTMENT OF HEALTH
FAMILY HEALTH SERVICES**

AND

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY SCHOOL OF PUBLIC HEALTH

FOR

**CDC-COMMUNITY HEALTH WORKERS FOR COVID RESPONSE & RESILIENT COMMUNITIES
(CCR)**

WHEREAS, The United States has the highest total of COVID-19 cases (50,181,003) and deaths (797,877), to date with New Jersey significantly impacted by the pandemic, with a total of 1,221,507 reported cases and 28,200 deaths. Black, Hispanic, and Asian populations have disproportionately contacted and or died, with COVID being the leading cause of death for this populace in 2020. Racial and ethnic minority groups are unequally affected by unintended social and secondary health consequences. Long-standing inequities in social determinates of health that affect these groups, such as poverty and health access, are interrelated and influence a wide range of health and quality of life outcomes, resulting in some racial and ethnic minorities less likely to be proactive in vaccinations against COVID-19;

WHEREAS The Center for Disease Control (CDC) through the Maternal and Child Health Bureau awarded funding to the New Jersey Department of Health (NJDOH) through the "CDC Community Health Worker for COVID Response and Resilient Communities (CCR) Grant" effective August 31, 2022, to August 30, 2024, to support, create, build upon, and launch existing Community Health Worker Training program to tackle the ill effects of COVID-19;

WHEREAS, under N.J.S.A. 18A:65-1 et seq., Rutgers, The State University of New Jersey, (Rutgers), a body corporate and politic of the State of New Jersey, is a comprehensive public university authorized to engage in research to benefit public health;

WHEREAS The Colette Lamothe-Galette Community Health Worker Institute, established by the Department of Health, is a training and certification program that empowers Community Health Workers (CHW) to provide better care to more people, right where they live, through access to specialty knowledge, mentoring and community resources that support patient care; and

WHEREAS NJDOH seeks to engage the professional services of Rutgers to evaluate the Colette Lamothe-Galette Community Health Worker Institute Training Program, which aims to educate an emerging and critical component of its workforce, creating a needed infrastructure to support Community Health Workers and the institutions they serve.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. UNDER THIS MEMORANDUM OF AGREEMENT (MOA), THE NJDOH IS HEREAFTER REFERRED TO AS THE "FUNDING AGENCY" AND THE RUTGERS SCHOOL OF PUBLIC HEALTH IS HEREAFTER REFERRED TO AS THE "SERVICE PROVIDER AGENCY." THE FUNDING AGENCY AND THE SERVICE PROVIDER AGENCY HEREAFTER MAY EACH BE REFERRED TO AS A "PARTY" OR COLLECTIVELY AS "THE PARTIES."

II. OBLIGATIONS AND RIGHTS OF FUNDING AGENCY

A. **Obligations**

1. Funding Agency shall provide funding in an amount not to exceed \$589,832 for services to be performed from August 31, 2022, to August 30, 2024:
 - \$290,670 in Year 1 August 31, 2022-August 30, 2023
 - \$299,162 in Year 2 August 31, 2023-August 30, 2024
 - a. Payment is contingent upon the availability of funds and satisfactory delivery of services as described herein at Section III.A., "Service Provider Obligations."
 - b. Payment obligations, reporting and monitoring requirements, and other special conditions to this MOA, are set forth at Attachment A, incorporated herein by reference.
 - c. Payments shall be made in accordance with the provisions of Attachment A, Section I. Payments are made for approved budget costs, set forth at Attachment B, incorporated herein by reference.
2. Funding Agency shall monitor the progress of this project to ensure services are provided in accordance with the schedule of work in Section III.A. for which payment shall be made. The financial, performance, and monitoring requirements are set forth at Attachment A, Sections I and II.

B. **Rights**

1. Audit
 - a. Funding Agency has the right to audit all accounts and/or records

maintained by the Service Provider Agency for this project. The Funding Agency's right to audit shall continue for seven (7) years after the conclusion of this MOA.

- b. Funding Agency has the right, during normal business hours, to access all records and/or data pertaining to this MOA.
- c. The provisions of this subparagraph shall continue for a period of seven years after the submission and acceptance of the financial and programmatic reports required under this MOA.

2. Work Product

- a. Funding Agency owns all data originated, developed, prepared, used, obtained, created, and maintained in the performance of services set forth herein.
 - i. All written work produced pursuant to this MOA shall bear an acknowledgment of the support of the Funding Agency.
- b. Funding Agency must grant prior written consent before the Service Provider Agency may release any written work produced utilizing funds or data obtained pursuant to this MOA, except that the Service Provider Agency does not need to obtain prior written consent to release the trainings it creates/conducts without compensation for purposes of its tax-exempt mission to train/teach others in the public interest. This provision shall not constitute a precedent for any future MOAs between the Funding Agency and the Service Provider Agency.
- c. Funding Agency has the right to edit all written work produced pursuant to this MOA and to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.
- d. Funding Agency assumes all responsibilities relative to determining compliance and effect of the Open Public Records Act (N.J.S.A. 47:1A-1) as it pertains to any work performed pursuant to this MOA by the Service Provider Agency.

3. Equipment

- a. Any equipment acquired with funds from this MOA is the property of the Funding Agency, which Service Provider Agency agrees to return to the Funding Agency upon expiration or termination of the MOA.

III. OBLIGATIONS AND RIGHTS OF SERVICE PROVIDER AGENCY

A. Obligations

1. Service Provider Agency shall deliver work established in the budget at Attachment B.
2. Service Provider Agency agrees to perform Scope of Work established in below deliverables.

3. Service Provider Agency shall submit expenditure, progress, and final reports and State invoices as set forth at Attachment A.
4. Service Provider Agency shall maintain all records related to this MOA for a period of seven years.
5. Schedule of Work. Service Provider Agency agrees to deliver the following work in the expressed timeframe as follows:

Deliverables	Completion Date
Analysis of CHW Case Management Data	October 30, 2022
Hold Focus group with CHWs	November 30, 2022
Submit Semi Annual Report	February 15, 2023
Compile CHW Knowledge Pre and Post Test Findings	February 28, 2023
Submit Annual Performance Report (APR)	April 15, 2023
Analysis of CHW Case Management Data	June 30, 2023
Submit Semi Annual Report	July 15, 2023
Hold Focus group with CHWs	November 30, 2023
Compile CHW Knowledge Pre and Post Test	February 15, 2024
Submit Semi Annual Report	February 28, 2024
Submit Annual Performance Report (APR)	April 15, 2024
Analysis CHW Case Management Data	May 15, 2024
Create Community Survey	May 30, 2024
Submit Semi Annual Report	July 15, 2024
Compile CHW Knowledge Pre and Post Test	August 30, 2024

5. Transition of Services.

- a. The parties recognize that termination of this MOA could disrupt the delivery of services specified in Section III.
- b. If the service deliverables in Section III are transitioned from the Service Provider Agency to another service provider (successor Service Provider Agency) for any reason, the Service Provider Agency agrees to follow the Funding Agency's directions and will cooperate with the successor Service Provider Agency in a manner that does not disrupt the delivery of services under this MOA.
- c. Service Provider Agency's obligations under this section shall survive termination or expiration of this MOA for a period of one year.

6. Whistleblower Protection Notice:

Service Provider Agency agrees to comply with and provide adequate notice of available whistleblower rights and remedies, pursuant to 41 U.S.C. 4712, as follows:

- a. Informing employees and independent contractors working on this

MOA of their entitlement to the rights and remedies of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections”, which cannot be waived by any MOA, policy, form, or condition of employment, and includes the following:

- i. The right not to be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing, which is defined as “making a disclosure that the employee reasonably believes is evidence of,” any of the following:
 1. Gross mismanagement of a federal contract or grant.
 2. A gross waste of federal funds:
 3. An abuse of authority relating to a federal contract or grant.
 4. A substantial and specific danger to public health or safety.
 5. A violation of law, rule or regulation related to a federal contract or grant (including the competition for, or negotiation of a contract or grant); and
- ii. This benefit applies when the employee’s disclosure is made to one of the following individuals or entities:
 1. A member of Congress, or representative of a Congressional Committee.
 2. An Inspector General.
 3. The Government Accountability Office.
 4. A federal employee responsible for contract or grant oversight or management at the relevant agency.
 5. An official from the Department of Justice or other law enforcement agency.
 6. A court or grand jury; or
 7. A management official or other employee of the contractor, subcontractor, grantee, or subgrantee with responsibility to investigate, discover, or address misconduct.
- b. Providing such written notice in the predominant native language of the workforce; and
- c. Including such requirements in any subsequent MOA with another party to carry out its obligations under the MOA.

7. Data Privacy and Data Security

Service Provider Agency agrees to comply with applicable federal and State law, as provided in the NJDOH Secure Protection and Handling of NJDOH Data at Attachment C, and in accordance with the policies of the State of New Jersey Office of Information Technology , as amended and supplemented, and accessed at

<https://www.state.nj.us/it/whatwedo/policylibrary/>

8. Compliance with Circular 23-03-OMB

Service Provider Agency shall provide the majority of the services required to complete the schedule of work identified above as directed by Circular 23-03-OMB, which directs that when State colleges or universities

are engaged by a State Department, the majority of the services should be directly provided by the university unless those services are being provided by a wholly owned subsidiary corporation or not for profit corporation, created under the authority of the State College or University's enabling statute to engage in activities that are consistent with the mission of the State College or University.
(<https://nj.gov/infobank/circular/cir23-03-OMB.pdf>)

B. Rights

Service Provider Agency has the rights set forth at Sections III, IV and V of this MOA and Attachment A.

IV. GENERAL PROVISIONS

- A. During the term of this MOA, each party shall comply with all federal, State, and municipal laws, rules, and regulations generally applicable to the activities performed pursuant to this MOA. The award of funds is based on the Service Provider Agency's submission, and the Funding Agency's acceptance, of the budget, which is incorporated herein as Attachment B.
- B. Each party shall maintain accurate books and records of all disbursements, funds received, funds spent and funds available because of this MOA.
- C. Each party is an independent entity and neither party shall hold itself out as an agent, partner, or representative of the other.
- D. Failure by either party to exercise any right or demand performance of any obligation under this MOA shall not be deemed a waiver of such right or obligation.
- E. If any terms and conditions of this MOA are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this MOA are declared severable.
- F. This MOA may not be assigned or delegated without the prior written consent of the Funding Agency.
- G. The laws of the State of New Jersey govern this MOA.
- H. This MOA may be modified in accordance with the provisions of Attachment A, Section III.
- I. The parties recognize and agree that this MOA is expressly dependent upon the availability to the Funding Agency of funds appropriated from applicable federal or state funding sources. The Funding Agency shall not be held liable for any termination of this MOA due to the absence of available funding appropriations.
- J. Funding Agency reserves the right to authorize others to reproduce, publish, or otherwise use any work developed under the MOA.
- K. Service Provider Agency agrees that all personally identifiable data created, maintained, or received pursuant to this MOA are owned by the Funding Agency. Service Provider Agency agrees that all personally identifiable data

shall be used expressly and solely for the purposes enumerated in this MOA. Service Provider Agency agrees that it will not distribute, repurpose, or share personally identifiable data created, maintained, or received pursuant to this MOA across other applications, environments, or business units of the Service Provider Agency. Service Provider Agency further agrees that it will not transmit, exchange, or otherwise pass personally identifiable data created, maintained, or received pursuant to this MOA to other interested parties except on a case-by-case basis as specifically agreed to in writing by the Funding Agency.

- L. Any research resulting from this MOA which is subject to the Institutional Review Boards of either of the parties shall be confidential. Each party is responsible for adhering to the rules of its Institutional Review Board.
- M. This MOA is the complete and final agreement between the parties. It supercedes all prior agreements, drafts, letters of intent or discussions.
- N. This MOA may be executed by the parties in counterparts.
- O. This MOA may be executed by the parties using electronic signatures.
- P. The Service Provider Agency shall not issue a press release or other publicity regarding this MOA or its subject matter without the prior written approval of the Funding Agency.

V. TERMS AND TERMINATION

- A. Subject to any rights of termination hereinafter set forth, this MOA shall become effective on August 31, 2022 and shall remain in effect through October 29, 2024.
 - 1. A portion of the project period covered by this MOA is retroactive. Neither party will incur a penalty as a result of the retroactive period.
 - 2. Neither party will incur any penalty because of the retroactive period.
- B. This MOA may be terminated by either party, or by mutual agreement, with or without cause upon 30 days' advance written notice.
- C. Notice of termination shall be sent to the contact person identified at Section VI and delivered via U.S. mail, return receipt requested, and shall be effective upon receipt.
- D. Upon the expiration of the term of this MOA or upon termination, all unexpended funds appropriated by the Funding Agency to the Service Provider Agency shall be immediately returned to the Funding Agency through the contact person identified at Section VI without any further expenditure except as specifically approved by the Funding Agency in writing.

VI. PRINCIPAL CONTACTS

The principal contacts for all notifications required or otherwise necessary under this MOA shall be as follows:

For the New Jersey Department of Health:

Program Management Officer

[REDACTED]
Grant Coordinator
55 N. Willow Street
Trenton, NJ 08618

Fiscal Officer

[REDACTED]
Budget Director
New Jersey Department of Health
55. N Willow Street
Trenton, NJ 08618
Phone:
[REDACTED]

For Rutgers, The State University of New Jersey

Program Officer

[REDACTED]
Researcher
Department of Health Behavior, Society and Policy
Rutgers, The State University of New Jersey
33 Knightsbridge Road
2nd Floor, East Wing
Piscataway, NJ 08854

Fiscal Officer

[REDACTED]
Executive Director, Research Financial Services
Research Financial Services
Rutgers, The State University of New Jersey
33 Knightsbridge Road
2nd Floor, East Wing
Piscataway, NJ 08854

VII. WE, THE UNDERSIGNED, CONSENT TO THE CONTENTS OF THIS AGREEMENT.

New Jersey Department of Health:

Signature: Margaret C Fisher, MD 6/15/23

Margaret Fisher, MD
Acting Deputy Commissioner
Public Health Services
Date

Rutgers, The State University:

CM Signature: Chrissa Papaioannou, PE, CRA Digitally signed by Chrissa Papaioannou, PE, CRA
Date: 2023.06.22 13:29:08 -04'00' 06/22/2023

Chrissa Papaioannou
Assistant Director, ORSP Office of Research and Sponsored Programs
Rutgers, The State University of New Jersey
Date

Attachments

- Attachment A – Payment and Reporting
- Attachment B – Budget
- Attachment C – Secure Protection and Handling of NJDOH

ATTACHMENT A

This Attachment A is hereby incorporated into the Memorandum of Agreement between the New Jersey Department of Health (Funding Agency) and Rutgers, The State University Of New Jersey, School of Public Health (Service Provider Agency).

I. METHOD OF PAYMENT

- A. Funding Agency shall make payments on a quarterly basis upon receipt of timely and satisfactory financial and performance reports and State invoices.
- B. A quarterly period is defined herein as follows:
 - 1st Quarter: September 1, -November 30,
 - 2nd Quarter December 1, - February 28
 - 3rd Quarter: March 1- May 31
 - 4th Quarter: June 1 - August 31
- C. The final payment shall be withheld pending receipt of satisfactory final reports.

II. FINANCIAL AND PERFORMANCE REPORTING AND MOA MONITORING

- A. **Expenditure Reports.**
Service Provider Agency shall submit expenditure reports and State invoices to Funding Agency no later than 30 days after the end of each quarter.
- B. **Performance Reports.**
Service Provider Agency shall submit to Funding Agency performance reports in the form specified by Funding Agency no later than 30 calendar days after the end of each quarterly period.
- C. **Meetings.**
Service Provider Agency shall attend monthly technical assistance meetings with NJDOH Funding Agency.
- D. **Monitoring Requirements.**
Funding Agency shall monitor performance and expenditure reports on a quarterly basis to ensure the timely progression of the project and, if needed, will initiate improvement plans to overcome any barriers to completion.
- E. **Final Reports.**
Service Provider Agency shall submit the final expenditure and performance reports no later than 60 days following the end of the funding term.

III. MODIFICATIONS TO THE AGREEMENT

A. Modification.

The MOA and any attachment thereto represent the entire Agreement between the parties and shall not be amended except by the express written consent of both parties, except as stated herein:

1. **Extensions of Time**

May be granted in writing by the Funding Agency Program Management Officer and Funding Agency Fiscal Officer identified in the MOA at Section VI.

2. **Budget Revisions**

May be granted in writing by the Funding Agency Program Management Officer and Funding Agency Fiscal Officer identified in the MOA at Section VI.

3. **Modifications to Service Deliverables**

May be made to Subsection IV. of the MOA with the approval of the Funding Agency Program Management Officer identified in the MOA at Section VI.

B. Notice.

Funding Agency shall serve written notice of any modifications to the Service Provider Agency.

I. MULTI-YEAR AGREEMENTS

1. The MOA is a two-year agreement.
2. The MOA performance period is between August 31, 2022, through August 30, 2024. The financial close out allows for 60 days to submit all expenditures post August 30, 2024, and authorization is approved for that period. The budget for the first year is approved herein and funding amounts for the succeeding years are contingent upon the availability of funding, the satisfactory performance of deliverables, and compliance with the terms of this MOA, which may be established by annual modifications to the MOA for year two as necessary.

ATTACHMENT B

Personnel	Year 1	Year 2
<i>Salary</i>	\$146,822	\$151,231
<i>Fringe (53.61%)</i>	\$30,743	\$31,666
<i>Total Personnel</i>	\$177,565	\$192,897
OTPS (Other than personnel expenses)		
<i>Travel</i>	\$2,575	\$2,652
<i>Participant Incentives</i>	\$3,000	\$3,000
<i>Interview Transcriptions</i>	\$2,000	\$2,000
<i>Total OTPS</i>	\$7,575	\$7,652
Total Direct Expenses	\$185,140	\$190,549
Total Indirect Expenses (57%)	\$105,530	\$108,613
Total Expenses	\$290,670	\$299,162

ATTACHMENT C

Secure Protection and Handling of NJDOH Data by Rutgers, The State University of New Jersey, School of Public Health

Attachment C is hereby incorporated into and provides for additional provisions and conditions between the New Jersey Department of Health (NJDOH) and the RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY SCHOOL OF PUBLIC HEALTH (Rutgers) for a Memorandum of Agreement entitled CDC-COMMUNITY HEALTH WORKERS FOR COVID RESPONSE & RESILIENT COMMUNITIES.

- 1. Data Classification and Confidentiality:** Data shall mean Personally Identifiable Information (PII) and other data or information to which Rutgers receives or otherwise has access pursuant to the provision of services under this MOA and shall be classified as confidential and secured as such, as defined by the New Jersey Statewide Information Security Manual, (effective 2/2/2021) [https://www.nj.gov/it/docs/ps/NJ Statewide Information Security Manual.pdf](https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf) (SISM).
- 2. Compliance with the Law for the Use and Disclosure of Confidential Information:** Rutgers agrees to preserve the confidentiality, integrity and accessibility of Data collected, accessed, or obtained pursuant to this MOA. Rutgers agrees that any and all Data exchanged shall be used expressly and solely for the purpose of performing services set forth in the MOA. Rutgers agrees that beyond Rutgers performance of the services in the MOA, Rutgers shall not share, disclose, distribute, repurpose, or share across other applications, environments, or business units of Rutgers any Data collected, accessed, or obtained under this MOA. Rutgers agrees that Data is confidential and subject to requirements by the New Jersey Statewide Information Security Manual, (effective 2/2/2021) [https://www.nj.gov/it/docs/ps/NJ Statewide Information Security Manual.pdf](https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf) (SISM). Rutgers further agrees that Data shall not be re-used, shared, disclosed, distributed, transmitted, exchanged, or otherwise passed to other 3rd parties except on a case-by-case basis as specifically authorized in writing through a modification to the MOA.
- 3. Information Security, Privacy and Generally recognized Industry Standards:** The Rutgers agrees to ensure the security and privacy of State information systems is aligned with the administrative, physical, and technical controls and objectives, as documented in the SISM, including but not limited to secure Data storage and encryption. The SISM is derived from applicable State and federal laws; industry best practices including, but not limited to National Institute of Standards and Technology (NIST) Cybersecurity Framework for Improving Critical Infrastructure; NIST Special

Publication 800-53, the international security and privacy practices aligned with ISO 27001 series, Center for Internet Security (CIS) Top 20 Critical Security Controls; the Cloud Security Alliance, (CSA) Cloud Controls Matrix (CCM); lessons learned; and other New Jersey State Government applicable laws and standards.

4. **End of Agreement Data Handling.** Rutgers agrees that upon termination of the MOA, Rutgers shall upon receipt of written instructions from NJDOH in accordance with SISM requirements for secure Media Transport MP-06 and/or securely and permanently destroy all Data in accordance with the SISM requirements for secure Media Sanitization MP-09 which are based upon NIST Special Publication 800-88, rev. 1, Guidelines for Media Sanitization.
5. **Security Breach Notification.** Rutgers agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification required by applicable law as determined by NJDOH. In the event of a breach of any of NJDOH's ' security obligations, or other event requiring notification under applicable law, Rutgers agrees to:
 - a. Notify NJDOH of such an event immediately upon discovery the NJDOH privacy officer at privacy.officer@doh.nj.gov and NJDOH Information Security Office at iso@doh.nj.gov, and
 - b. Assume responsibility for informing all such individuals in accordance with applicable law, and
 - c. Indemnify, hold harmless and defend NJDOH and its employees from and against any claims, damages, or other harm related to such notification event.
6. **Right to Audit.** NJDOH or an appointed audit firm (Auditors) has the right to audit Rutgers and any affiliates that provide a service for the processing, transport, or storage of NJDOH's data. NJDOH will announce its intent to audit Rutgers by providing at a minimum two weeks (10 business days) notice to Rutgers. This notice will go to the signatory of this MOA. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from Rutgers' premises, Rutgers will allow the Auditors access to their site. Where necessary, Rutgers will provide a personal site guide for the Auditors while on site. Rutgers will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. Rutgers will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NJDOH or its appointed audit firm performing their own audit, if Rutgers has an external audit firm that performs a Statement on Standards for Attestation Engagements no. 18 (SSAE

18) report and certification, Rutgers shall submit the report and certification to NJDOH. NJDOH has the right to request additional controls to be added to Rutgers' environment for testing the controls that have an impact on NJDOH data. Audits will be at NJDOH's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by Rutgers.