

17010187

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES**

**AND**

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
CENTER ON VIOLENCE AGAINST WOMEN AND CHILDREN  
FOR**

**THE 2016 NEW JERSEY SANDY CHILD IMPACT STUDY**

**WHEREAS**, the Federal Disaster Relief Appropriations Act of 2013 (Act), P.L. 113-02 (January 29, 2013), authorized supplemental Social Services Block Grant (SSBG) funding to the states for response and recovery efforts directly related to Hurricane Sandy (Sandy) and for health and social services necessary for individuals directly affected by the storm; and

**WHEREAS**, pursuant to the Act, the Administration for Children and Families of the U.S. Department of Health and Human Services allocated supplemental SSBG funding to aid the State's recovery and service efforts; and

**WHEREAS**, the New Jersey Department of Children and Families seeks to complete the research project entitled, "The New Jersey Sandy Child and Family Health Study" (S-CAFH Project), to examine the impact of Sandy on New Jersey residents and complete a Memorandum of Agreement; and

**WHEREAS**, The Sandy Child and Family Health (S-CAFH) Study is a longitudinal recovery study being conducted by Rutgers and New York University researchers originally on behalf of the New Jersey State Department of Health (NJDOH); and

**WHEREAS**, S-CAFH enrolled 1000 randomly sampled households from among New Jersey residents exposed to Superstorm Sandy and

**WHEREAS**, this Memorandum of Agreement (MOA) builds upon the original study to incorporate a Child Impact Study that will involve focus groups of affected youth, children and adolescents from among the sampled S-CAFH households focusing attention on collecting quantitative information from children who were between the ages of 10 and 17 years old at the time Superstorm Sandy struck in highly exposed communities; and

**WHEREAS**, pursuant to N.J.S.A. 18A:64M-2 & 18A:65-95, Rutgers, The State University of New Jersey, a body corporate and politic of the State of New Jersey, is a public research university authorized to participate in federally financed research for the benefit of the State and the people of New Jersey; and

**WHEREAS**, NJDCF seeks to continue work with Rutgers, The State University of New Jersey, Center on Violence Against Women and Children (RUTGERS), in this Research Project to examine the impact of Superstorm Sandy on children in New Jersey; and

**WHEREAS**, RUTGERS and its collaborator, the Program on Population Impact, Recovery, and Resilience (PIR2) at New York University's College of Global Public Health (NYU), possess the professional skills and subject matter expertise to engage New Jersey residents in the Research Project and prepare a final report; and

**WHEREAS**, pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (OSC) is required to make available to the public all approved State contracts for the allocation and expenditure of federal reconstruction resources by posting such contracts on an appropriate State website. Such contracts are posted on the "NJ Sandy Transparency" (Sandy Transparency) website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>. This Amended MOA is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the MOA on the Sandy Transparency website; and

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOW:**

I. UNDER THIS AGREEMENT, THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES (NJDCF) IS HEREAFTER REFERRED TO AS THE "FUNDING AGENCY" OR NJDCF AND RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, (RUTGERS), IS HEREAFTER REFERRED TO AS THE "SERVICE PROVIDER AGENCY." OR "RUTGERS".

II. OBLIGATIONS AND RIGHTS OF FUNDING AGENCY

**(A) Obligations**

All of the requirements of this section apply to the Funding Agency:

1. The Funding Agency shall provide funding in an amount not to exceed \$630,000 throughout the term of this Agreement In accordance with the budget attached as Exhibit A. Payment is contingent upon the satisfactory delivery of services as described in this MOA, Section III, "Obligations and Rights of Service Provider Agency."
2. Prior to work beginning on the Child Impact Study, the Funding Agency shall obtain from the Service Provider Agency an executed copy of the

Data Use Agreement between NJDOH and RUTGERS that allows S-CAFHS data to be used for the purposes set forth in this MOA.

### III. OBLIGATIONS AND RIGHTS OF SERVICE PROVIDER AGENCY

#### (A) Description of Project

The Sandy Child and Family Health (S-CAFH) Study is a longitudinal recovery study being conducted by Rutgers and New York University researchers on behalf of the New Jersey State Department of Health. S-CAFH enrolled a cohort of 1,000 randomly sampled households from among New Jersey residents exposed to Superstorm Sandy and this Amended MOU provides for amending the study to incorporate an additional Child Impact Study that will involve focus groups of affected youth from among the sampled S-CAFH households focusing attention on collecting quantitative information from children who were between the ages of 10 – 17 years old when the storm struck.

#### (B) RUTGERS shall do the following:

1. In consultation with the S-CAFH Public Partnership Group [a partnership group composed of RUTGERS, DCF, and Department of Human Services] prepare a minimum of two (2) Confidential Analytic Memos that respond to questions posed by NJDCF (these deliverables shall be provided within 60 days of each request and are to be shared only with NJDCF and the Public Partnership Group) for comment prior to release as set forth herein. Prior to beginning the Child Impact Study, the Service Provider Agency shall enter into a Data Use Agreement with NJDOH to use the data collected in the S-CAFHS for the purposes set forth in this MOA, consistent with NJDOH policies and procedures as set forth at:

<http://www.rowan.edu/som/hsp/NewJerseyDepartmentofHealth.htm>;

2. Make a minimum of two (2) public presentations to staff or stakeholders of NJDCF and the Public Partnership Group's agencies;

3. Make a minimum of two (2) public community stakeholder presentations of S-CAFH findings and implications;

4. Maintain the project's reports, memos, and other update material (approved for publication by NJDCF on a university website);

5. Conduct a Child Impact Study as a supplement to the S-CAFH cohort, which will include the following tasks:

- Conduct six to ten focus groups with adolescents / young adults who were between the ages of 10-17 at the time of Sandy (potentially between the ages of 14-23 now). This could include youth and young adults who were living in households in which their homes were destroyed or suffered considerable damage, had been displaced for three or more months, had at least one child in the home who experienced considerable emotional distress after the storm, or whose households experienced

severe financial effects. The objectives of the focus groups would be to explore how such extreme exposure was experienced by the youth, how they and their families addressed it, how they have recovered, and residual issues for them and their families. The focus groups will also explore mediating and moderating factors in children's lives that helped or hindered their adaptation and recovery. This will include both formal and informal mechanisms of help and support.

- Conduct five to ten ethnographic interviews of households drawn from the S-CAFH cohort. These households will be selected based on criteria of exposure to the storm, impacts on the household, and the type and nature of recovery-seeking efforts. These household interviews will generally include, at a minimum, the mother (or primary caregiver) and a selected child in the household.
- Code transcripts and develop a descriptive write-up
- Analyze youth survey data and develop a Child Impact Briefing Report

6. In collaboration with co-investigators, deliver a preliminary report for review by May 15, 2017 and accept comments and deliver a final summary report for the New Jersey Department of Children and Families by June 3, 2017.

(C) Release of Reports and Information. RUTGERS shall conduct monthly meetings with NJDCF by phone or in person with written reports concerning the progress of the scope of work and the timeline. The monthly reports shall include timesheet reporting as to the time spent by the individuals supporting the project activities on the activities relating to the project with specificity as to the activities.

(D) Federal Reporting. RUTGERS shall upon 10 days' notice provide any fiscal or program information (including but not limited to- the number of individuals interviewed)

(E) Payment and Monitoring

Method of Payment. NJDCF will make cost reimbursement payments to RUTGERS on a monthly basis utilizing an Estimated Claims Payment Schedule. The payments are subject to verification and performance and reimbursement may be sought as the result of approved costs. During the term of this Agreement, RUTGERS shall comply with the terms and conditions of the SSBG grant and all federal, State and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement. The award of funds is based upon the submission of invoices. RUTGERS shall maintain accurate books and records of all disbursement, funds received, funds spent and funds available as a result of this Agreement. Each party is an independent entity and neither party shall

hold itself out as an agency, partner or representative of the other. RUTGERS shall submit to NJDCF, for prior written approval, all requests to utilize the funds in the budget approved by NJDCF on items of expenditures not in the budget or in ways other than as previously approved

- (F) Financial and Performance Reporting and MOA Monitoring.  
Expenditure Reports- RUTGERS shall submit to NJDCF expenditure reports and invoices no later than 60 days after the conclusion of each project year. All billing must be complete and provided no later than June 15, 2017.
- (G) Performance Reports- RUTGERS shall submit to NJDCF project status reports on a quarterly basis no later than 30 calendar days after the end of each project quarter.
- (H) Audit-At any time during the Term of the MOA and a period of five (5) years after, RUTGERS overall operations, its compliance with specific MOA provisions, and the operations of any assignees or subcontractors engaged by RUTGERS, may be subject to audit by NJDCF, by any other appropriate unit or agency of state or federal government, and/or by a private firm or firms retained or approved by NJDCF for such purpose. RUTGERS shall allow access during reasonable business hours and upon reasonable prior notice to all relevant business records so as to allow NJDCF or its agent to conduct any such audit or audits. RUTGERS shall maintain all documentation related to products, transactions or services under this contract for a period of three years from the date of final payment. Such records shall be made available to NJDCF and/or the New Jersey Office of the State Comptroller upon request.
- (I) Work product produced utilizing funds or data obtained under this Agreement may be released to the public following a period for review and comment by the NJDCF of at least 30 days prior to submission of such materials for publication, presentation, or dissemination.
  - i. At its sole discretion, NJDCF may impose an additional embargo period of up to 30 days on dissemination through either scholarly or non-scholarly channels.
  - ii. If any portion of the deliverables is released by the NJDCF to the public during the review or embargo periods, the RUTGERS may release the remaining portions, provided that it submits such material to the NJDCF's Program Management and Fiscal Officers for review and comment.

The NJDCF shall have the right to add co-authorship as it deems appropriate. The NJDCF shall have the right to require RUTGERS to publish a disclaimer in any publication, presentation, or dissemination resulting from this project in the event that NJDCF disagrees with any aspect of the research efforts or findings of the RUTGERS. The disclaimer shall explain the reasons for the disagreement and shall bear acknowledgment of its authorship by NJDCF.

#### **IV. Confidentiality**

The parties agree that they are mutually bound by and shall adhere to all applicable laws and regulations governing the confidentiality of information exchanged pursuant to this agreement, including but not limited to N.J.S.A § 9:6-8.10a and the Health Insurance Portability and Accountability Act (HIPAA). Parties reserve the right to require that individual agents of other parties sign confidentiality agreements as requested, but the affirmative obligation of such agents to maintain the confidentiality of information shall not be dependent upon the signing of any such document. RUTGERS shall be responsible, at RUTGERS's sole cost and expense, for encrypting and/or protecting any related approved end user devices that may be purchased by RUTGERS on behalf of and for the account of NJDCF under the budget approved by NJDCF in support of the MOA. "Related approved end user devices" shall include, but not be limited to, PDAs and cell phones. RUTGERS shall keep all client specific and patient personal health information ("PHI") and other sensitive and confidential information confidential in accordance with all applicable New Jersey and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). RUTGERS recognizes and understands that NJDCF case information is mandated by N.J.S.A. 9:6-8.10a to be confidential, and the release of any such information may be in violation of state law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b. RUTGERS agrees to advise those of its employees acting with respect to this MOA of such potential legal consequences.

RUTGERS may use or disclose client specific and patient PHI to provide, manage and administer the services required under this MOA and, consistent with applicable law, to assist in its operations, and may not use or disclose PHI for any purposes not recognized by law unless subject to legal exception. RUTGERS may remove identifiers from PHI and use or disclose de-identified patient information as permitted by law. Such PHI shall be securely maintained in accordance with the U.S. Department of Commerce, National Institute of Standards and Technology ("NIST") Special Publication 800-111 (November 2007) (hereinafter, "NIST Standards 2007"), as those standards may be amended, modified and updated from time to time, or in compliance with such other applicable encryption standard as the Parties may agree, in writing, shall apply during the term of this MOA and any renewal or extension thereof. This provision shall remain in effect during the duration of services rendered and through the conclusion of the grant program, but for no longer than three (3) years of the conclusion of the terms of this agreement, at which point the NJDCF records received will be permanently and securely disposed of.

**V. NOTICES**

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

For the New Jersey Department of Children and Families,  
Program Officer:

LaTasha S. Holmes  
Department of Children and Families  
Division of Children's System of Care  
50 East State Street  
Trenton, New Jersey 08691  
609 888 -7900

Fiscal Officer:

Heath Bernstein  
Department of Children and Families  
Chief Financial Officer  
50 East State Street  
Trenton, New Jersey 08691

For RUTGERS :

Cassandra Burows  
Rutgers, The State University for New Jersey  
33 Knightsbridge Road  
2<sup>nd</sup> Floor, East Wing  
Piscataway, NJ 08854-3925  
848-932-0150  
sponpgms@orsp.rutgers.edu

**VI. AMENDMENTS**

This MOA may be amended by the written request of a Signatory Party. Any proposed amendment or modification shall be submitted by one Signatory Party to the other Signatory Party prior to formal discussion or the negotiation of the issue. Any amendment to this MOA must be set forth in writing and such

amendment must be signed by all parties to the MOA in order to become effective and to modify or change this MOA.

## **VII. DISPUTE RESOLUTION**

If there are disputes between the Signatory Parties concerning this MOA, the signatories agree to involve the heads of their respective entities in the settlement of disputes, and the Signatory Party Heads or their duly authorized representatives agree to confer to resolve the dispute.

Parties agree that the safety of children is of paramount concern, and will not allow delays, service interruptions, or other disruptions resultant from disputes to create a risk of harm to children.

## **VIII. ENTIRETY OF AGREEMENT**

This Amended MOA and the original MOA represent the entire and integrated agreement between the Signatory Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

## **IX. GENERAL PROVISIONS**

### **A. Parties General Agreements**

1. During the term of this MOA, all parties shall comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement. Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this MOU.
2. Each of the parties is an independent entity and no party shall hold itself out as an agent, partner or representative of the any other.
3. Failure by any party to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
4. If any terms and conditions of this Agreement 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 Agreement are declared severable.



5. This Agreement may not be assigned without the prior written consent of NJDCF.

6. The laws of the State of New Jersey govern this agreement.

**X. RENEWAL OF AGREEMENT AND TERMINATION**

This MOA shall terminate on June 30, 2017 unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration dates.

This MOA may be terminated by either Signatory Party upon one month (30 days) prior written notice to the other Signatory Party.

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**XI. SIGNATORY AUTHORITY**

By the signatures below, the Signatory Parties agree to the terms of this MOA. Each signature may be executed in counterpart and together shall constitute the agreement.

**NJ DEPARTMENT OF CHILDREN**

**AND FAMILIES**

By Allison Blake

Allison Blake, Ph.D., L.S.W.

Title: Commissioner

Date: 1/11/17

**RUTGERS, THE STATE UNIVERSITY OF  
NEW JERSEY**

By Cassandra Burrows

Cassandra Burrows  
Assistant Director  
Research & Sponsored Programs

Title: \_\_\_\_\_

Date: 4/5/17

**NJ Department of Children and Families  
Office of Budget and Revenue**

By \_\_\_\_\_  
Heath Bernstein

Date: \_\_\_\_\_

CC  
NJDCF Office of Policy and Regulatory  
Development All signatories

Rutgers, The State University of New Jersey

Sponsored Programs Budget Template

Title: Child Impact Study  
 PI: Donna Van Alst  
 Spon: NJ Department of Children & Families

Date: (mm/dd/yy) Log#: Enter Log here  
 Project Period: 07/01/16 to 06/30/16

Facilities & Administrative Costs Rate & Base:

Description	Enter Rate Code		Enter Base Code	
	2	Varies below	1	Varies Below
Sponsor Funding	0.00%	0.00%	0.00%	0.00%
If rate code=9, enter rate percentages for Years 1-5:	0.00%	0.00%	0.00%	0.00%
If base code=3, enter amt. subject to F&A for Years 1-5:	\$ -	\$ -	\$ -	\$ -
Base Amount	297,618.67	-	-	-
If rate code=10, enter Custom FA:	-	-	-	-

Sub-code	Expense Classification (see comment)	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	Notes
		Year 1	Year 2	Year 3	Year 4	Year 5		
	Cost Rate Base Percentages:	26.00%	26.00%	26.00%	26.00%	26.00%		
	Enter Amounts in Whole \$ only							
12000*	Salaries - Regular Employees & Faculty	37,442	0	0	0	0	37,442	
12100*	Co-Adjutant Salaries	0	0	0	0	0	0	
12300*	Wages of Labor	144,000	0	0	0	0	144,000	
12500*	Student Wages	0	0	0	0	0	0	
12600*	Class 3 Employees	0	0	0	0	0	0	
12900*	Other Compensation	0	0	0	0	0	0	
13500*	Faculty Summer Compensation	7,500	0	0	0	0	7,500	
13700*	Post-Doctoral Associates	0	0	0	0	0	0	
15000*	Graduate/Teaching Assistants	0	0	0	0	0	0	
	<b>A Total Salaries &amp; Wages (Personnel Worksheet)</b>	<b>188,942</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>188,942</b>	
17100*	<b>B Fringe Benefits</b>	<b>28,746</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28,746</b>	
21200*	Computer Supplies	0	0	0	0	0	0	
21500	Chemical & Lab Supplies	0	0	0	0	0	0	
21800*	Computer Software	0	0	0	0	0	0	
21900*	Project Supplies	17,681	0	0	0	0	17,681	
22400*	Equipment Less than \$5,000 per unit	0	0	0	0	0	0	
22900*	Suppliers - Animals	0	0	0	0	0	0	
	RU-Other (please identify)	0	0	0	0	0	0	
	RU-Other (please identify)	0	0	0	0	0	0	
	<b>C Total Supplies</b>	<b>17,681</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,681</b>	
31000*	Other Services	0	0	0	0	0	0	
31100*	Prof. Services - Consultants	0	0	0	0	0	0	
31200*	Educ. Services - Honoraria	0	0	0	0	0	0	
31400*	Human Subject Payments	6,250	0	0	0	0	6,250	250*25
31600*	Computer Services	6,000	0	0	0	0	6,000	tablet internet
31700*	Publication Services	0	0	0	0	0	0	
	RU-Other (please identify)	0	0	0	0	0	0	
	RU-Other (please identify)	0	0	0	0	0	0	
	<b>D Total Services</b>	<b>12,250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,250</b>	
35200*	Travel - Domestic	22,000	0	0	0	0	22,000	105*200 plus 1,000 local
35300*	Travel - Foreign	0	0	0	0	0	0	
35900*	Conference Registrations	0	0	0	0	0	0	
	<b>E Total Travel</b>	<b>22,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,000</b>	
30400*	Telephone - Long Distance	0	0	0	0	0	0	
30700*	Advertising	0	0	0	0	0	0	
32400*	Business Meeting Expenses	3,000	0	0	0	0	3,000	
32500*	Conference Expenses	0	0	0	0	0	0	
32900*	Animal Care Per Diem	0	0	0	0	0	0	
37000*	First \$25,000 of Subcontract Expense	25,000	0	0	0	0	25,000	
	RU-Other (please identify)	0	0	0	0	0	0	
	RU-Other (please identify)	0	0	0	0	0	0	
	<b>F Total Other MTDC</b>	<b>28,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28,000</b>	
	<b>G Total MTDC (Sum of A to F)</b>	<b>297,619</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>297,619</b>	
34000	Rent - Buildings & Grounds	0	0	0	0	0	0	
34100	Rent - Equipment	0	0	0	0	0	0	
36100	Participant Support	0	0	0	0	0	0	
41000	Repair & Maint - Equipment	0	0	0	0	0	0	
72600	Equip \$5,000 or More per unit	0	0	0	0	0	0	
82400	Tuition	0	0	0	0	0	0	
84500	Training Grant-Stipends	0	0	0	0	0	0	
37100	Subcontract Expense over \$25,000	255,000	0	0	0	0	255,000	
83800	IRB or IACUC Fees	0	0	0	0	0	0	
83700	RU Gift Assessment	0	0	0	0	0	0	
	RU-Other (please identify)	0	0	0	0	0	0	
	<b>H Total Other Non-MTDC</b>	<b>255,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>255,000</b>	
	<b>I Total Direct Costs - TDC</b>	<b>552,619</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>552,619</b>	
	<b>J Facilities &amp; Administrative Costs</b>	<b>77,381</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>77,381</b>	
	<b>TOTAL PROJECT COSTS</b>	<b>630,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>630,000</b>	