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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

MARY E. O'DOWD, M.P.H.
Commissioner

MEMORANDUM OF AGREEMENT

BETWEEN

NEW JERSEY DEPARTMENT OF HEALTH
DIVISION OF EPIDEMIOLOGY, ENVIRONMENTAL, AND OCCUPATIONAL HEALTH

AND

NEW JERSEY DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES

AND

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

FOR

RESEARCH TO AID RECOVERY FROM HURRICANE SANDY UNDER GRANT FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION [AWARD #TP000564-01]

WHEREAS, the Sandy Recovery Improvement Act of 2013, which is included in the Disaster Relief Appropriations Act of 2013 (Act), P.L. 113-02 (January 29, 2013), provides funding to analyze the gaps and duplication of emergency preparedness, response, recovery, and mitigation efforts provided by Federal, state, and local entities and recommend measures to improve the resiliency of local communities and states; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services, awarded the New Jersey Department of Health (NJDOH) a grant funded under the Act to aid recovery from Hurricane Sandy by conducting a research project entitled, "Impact on Health and Mental Health Post Superstorm[sic] Sandy" (Grant), effective September 30, 2013 to August 15, 2015. [Grant Number TP000564-01]; and

WHEREAS, pursuant to N.J.S.A. 26:1 A-15, NJDOH is authorized to work in concert with local, State and federal agencies about matters affecting public health; and

WHEREAS, pursuant to N.J.S.A. 26:1A-36, NJDOH may apply for, and accept grants from, the federal Government to implement the functions of the agency; and

WHEREAS, pursuant to N.J.S.A. 26:1A-37, NJDOH is responsible for developing comprehensive State policies for public health promotion and disease prevention; 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, pursuant to N.J.S.A. 26:1A-65, NJDOH is obligated to protect the public health, which NJDOH believes will result from gaining a better understanding of the morbidity and mortality among at-risk and general populations impacted by Hurricane Sandy; and

WHEREAS, to fulfill the conditions of the Grant, NJDOH seeks to work with the New Jersey Department of Human Services (NJDHS) and Rutgers, The State University of New Jersey (RUTGERS), on behalf of its New Jersey Medical School and School of Public Health, to study the morbidity and mortality among at-risk and general populations impacted by Hurricane Sandy; and

WHEREAS, the Substance Abuse and Mental Health Services Administration (SAMHSA), of the U.S. Department of Health and Human Services, awarded funding to the Division of Mental Health and Addiction Services (DMHAS), within NJDHS, for Federal Emergency Management Agency (FEMA) Crisis Counseling Assistance and Training Program Services (CCP), in response to Superstorm[sic] Sandy, to establish "The New Jersey Hope and Healing Program" (Program) to meet the short-term behavioral health needs of affected communities by delivering crisis counseling, outreach, public education, training, and referral services, and to collect data for the Program through February 14, 2014, through a grant entitled, "FEMA 4086 New Jersey Regular Services Grant," (#1SM000355-01), effective May 15, 2013 through February 14, 2014; and

WHEREAS, NJDHS maintains a mental health client registry that characterizes the recipients of public mental health services through the use of a Unified Services Transaction Form (USTF), which captures information in an administrative database at admission, discharge, and program transfer (USTF data); and

WHEREAS, NJDOH, NJDHS and RUTGERS find it in the public interest to acquire a better understanding of the morbidity and mortality among at-risk and general populations impacted by Hurricane Sandy by examining the following data: post-Sandy morbidities, including trends in hospitalization and mental health and outpatient

treatment; all post-Sandy mortalities, including deaths from stress-related causes and suicide; and population-based health impacts identified through the New Jersey Behavioral Risk Factor Survey (NJBRFS); 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 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.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. UNDER THIS AGREEMENT, NJDOH ALSO IS REFERRED TO AS THE "FUNDING AGENCY;" NJDHS AS THE "RESEARCH PARTNER AGENCY," AND RUTGERS AS THE "SERVICE PROVIDER AGENCY."

II. OBLIGATIONS AND RIGHTS OF FUNDING AGENCY

(A.) Obligations

1. The Funding Agency shall provide funding to RUTGERS in an amount not to exceed $480,202 over the term of this Agreement. Payment is contingent upon the satisfactory delivery of services as described herein in this MOA, Section III (A). Payment obligations, as well as reporting and monitoring requirements, and other special conditions to this agreement, are contained in Attachment A and incorporated herein by reference. Payments will be made for approved budget costs, contained in Attachment B, incorporated by reference.

2. The Funding Agency shall monitor the progress of this project to ensure that services are being provided in accordance with Section III(A), which establishes the work products which must be completed in order for funds to be provided, and the time-lines for completion. All financial, performance and MOA monitoring requirements are contained in Attachment A, Sections II, III and IV.

3. The Funding Agency shall provide project supervision with quarterly financial and programmatic reporting detailing progress on the utilization of the funds in accordance with the Grant.

4. The Funding Agency shall oversee compliance with the terms and conditions of the Grant as set forth in Attachment A, Section IV.

5. The Funding Agency shall create a Research Leadership Group (RLG) in conjunction with RUTGERS by the end of the 1st quarter (Q) of 2014 that will include all co-investigators and will meet to support, coordinate and monitor the progress of the on-going research project as follows:
   a. Weekly for the first three months; and
   b. Thereafter on a monthly basis, or more often as needed.

6. The Funding Agency shall create an Advisory Group (AG) in conjunction with RUTGERS by the end of the 1st Q of 2014 that will include New Jersey environmental, occupational, and mental health experts and will meet twice a year, or as needed, to provide outside assessment and recommendations to the RLG as needed.

(B.) Funding Agency Rights

1. Audit
   a. The Funding Agency and OSC shall have the right, at any time, to audit any and all accounts and/or records maintained by the recipient of these funds.
   b. The Funding Agency and OSC shall be afforded access, during normal business hours, to all records and/or data of the Service Provider Agency indicated in Section III. that relate to this Agreement.
   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 Agreement.

2. Work Product
   a. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested services, including but not limited to, all papers, reports, surveys, plans, charts, records, analyses, or publications produced for or as a result of this Agreement shall bear an acknowledgment of the support of the Funding Agency.
   b. No work product produced utilizing funds or data obtained under this Agreement shall be released to the public without the prior written consent of the Funding Agency and the Research Partner Agency.
   c. The Funding Agency and the Research Partner Agency shall each have the right to edit said work product and shall further have the right to add co-authorship or disclaimers as each agency, in its sole discretion, deems appropriate.
   d. The Funding Agency and Research Partner Agency shall determine compliance with the Open Public Records Act (N.J.S.A. 47:IA-1) as it pertains to the data provided by the corresponding Agency.

III. OBLIGATIONS AND RIGHTS OF SERVICE PROVIDER AGENCY

(A.) Obligations

1. RUTGERS shall provide services set forth at Section III.(A.)4, in accordance with the time frames established in Section III.(A.)5. The Service Provider Agency will adhere to the budget requirements contained in the approved cost proposal in Attachment B.

2. RUTGERS shall submit quarterly expenditure and progress reports, final reports and State of New Jersey invoices in accordance with the requirements of Attachment A.

3. RUTGERS shall maintain all records for a period of seven years.

4. Services to be Provided In exchange for funding provided by the Funding Agency indicated in Section II.(A.), the Service Provider Agency agrees to provide qualified individuals to perform the following services:
   a. Characterize morbidity and mortality associated with Sandy and differences by vulnerable populations, utilizing existing data from health care systems, public health surveillance, and mental health programs:
      i. Submit the research project to be conducted under the MOA and all other required paper work to the Institutional Review Board (IRB) to enable NJDOH to provide RUTGERS with requested data e.g. data on deaths, hospital discharges, Emergency Department (ED) discharges.
      ii. Complete analysis plan and begin data cleanup.
      iii. Characterize hospitalizations. Using existing hospital administrative data maintained by NJDOH and U.S. Census data available at http://www.census.gov, characterize hospitalization trends evaluating changes after Sandy, and examine conditions that, in ideal circumstances, would have been managed on an outpatient basis, e.g., diabetes, hypertension, childhood asthma.
         a) Complete comparison of ED syndromic and discharge data.
      iv. Characterize emergency department outcomes and evaluate the quality of real-time surveillance data. Evaluate outcomes (e.g., carbon monoxide exposures, hypothermia, injuries, respiratory illnesses, cardiovascular conditions) classified from real-time ED chief complaint data in comparison with uniform billing data on all ED visits. Use the findings from the evaluations of the outcomes to generate suggestions for changes which would improve current public health syndromic surveillance activities.
         1) Test models for ED syndromic surveillance to correct for errors and gaps identified through comparison with ED visits.

v. Characterize death outcomes. Using New Jersey death certificates data, identify causes of death that increased or decreased in the first month and 1-6 and 7-12 month periods after Sandy. Look at all causes, with particular attention to injuries, carbon monoxide poisonings, cardiovascular events, and suicide.
   1) Reports will be developed on trends in deaths, including specifically diagnoses of interest e.g. suicide, myocardial infarction (MI), diabetes.

vi. Characterize mental health outcomes.
   1) Using Federal Emergency Management Administration Crisis Counseling Assistance and Training Program Services (CCP) data, determine characteristics of individual and group encounters in Sandy-impacted counties over the course of and following the disaster, including foci, locations, risk factors, and outcomes, if available. Reports will be developed based upon trends in encounters at different points in time post-Sandy. Other analysis or use of the data may be proposed in consultation with the CCP Project Manager. All CCP data shall be provided to the Service Provider Agency through the CCP Project Manager. The Service Provider Agency shall not contact the CCP provider agencies directly.
      a) Set up subcommittee to create protocol/plan for assessment of CCP data including difference in short and long term impacts.
      b) Provide brief quarterly project reports to the CCP Project Manager.
      c) CCP data: consult with CCP Project Manager or designated staff regarding data sources and meaning; obtain Immediate Services Program (ISP) data, perform clean up and creation of analysis data set.
      d) CCP data: obtain Regular Services Program (RSP) data, perform clean up and creation of analysis data sets and merge with ISP data into a single analysis data set.
      e) Complete analysis of CCP data.
      f) Develop reports on trends in crisis counseling data.
      g) Develop plans for information dissemination that include both oral and written presentation of findings to NJDHS, and to NJDOH, as requested, and by agreement, to other audiences and stakeholders.
      h) Provide a copy of the merged CCP dataset used for analyses to NJDHS in a mutually agreed-upon format and codebooks at the conclusion of the study.
   2) Using USTF data, determine characteristics of admissions to public mental health services from persons residing in Sandy-impacted zip codes or counties over time, in comparison to admissions in other counties, including diagnoses, primary presenting problems, referral sources, demographic characteristics, and level of functioning; with additional analyses

developed in consultation with the USTF Project Manager. Reports will be developed based upon trends in admissions pre- and post-Sandy and at different points in time, post-Sandy.

a) Set up subcommittee to create protocol/plan for assessment of USTF data including differences in short and long term impacts.
b) Provide USTF Project Manager with brief quarterly project reports,
c) USTF data: consult with USTF Project Manager or designated staff regarding data sources and meaning; obtain SFYs 2012-2013 duplicated admissions data, perform clean up and creation of analysis data set.
d) USTF data: obtain SFYs 2014 data on a quarterly basis and perform clean up and creation of annual analysis data set.
e) Complete analysis of USTF data.
f) Develop reports on trends in USTF data.
g) Develop plans for information dissemination that include both oral and written presentation of findings to NJDHS, and to NJDOH, as requested, and by agreement, to other audiences and stakeholders.
h) Provide a copy of the USTF dataset used for analyses in a mutually agreed-upon format and codebooks to NJDHS at the conclusion of the study.

b. Characterize Sandy-related exposures and medical care and access following Sandy, through interviews of affected individuals:
   i. By adding supplemental questions to NJBRFS, a complex sample survey that is on-going in New Jersey, determine Sandy-associated exposures and health effects (including access to medical care following Sandy) to the New Jersey population overall.
      1) Create subcommittee of RUTGERS and NJDOH members to work in conjunction with NJBRFS user group to select questions to be added to NJBRFS in 2014. Work with other funded states to determine whether they want to add the same module to some, or all, of their sample for 2014.
      2) A module asking about Sandy exposure and effects will be fielded with NJBRFS during the second half of year one and first half of year two.
      3) In the second half of year two, Sandy NJBRFS module will be analyzed and a report prepared for CDC.
   ii. Characterize access to care and resources reported by individuals in vulnerable populations based on ethnographic interviews.
      1) Finalize questions for Federally Qualified Health Care Center (FQHC) managers and medical directors.

2) Obtain IRB approval for interviews of FQHC managers and medical directors and for soliciting patient diagnoses from the medical director (without identifiers at this point).
3) Develop questionnaires for patients.
4) Develop consensus among co-Principal Investigators (PI) for this research project and FQHC medical directors re chronic illnesses to target.
5) Apply for IRB approval to identify individual patients with specific diagnoses at each of five FQHCs (Center sites).
6) Begin interviews of FQHC managers and medical directors.
7) Identify about 200 patients with chronic diagnoses from each of the five most heavily impacted Center sites (potential pool of 1000 interviewees still with identifiers known only to medical directors).
8) Obtain IRB approval to identify individual patients with specific chronic disease diagnoses.
9) Obtain IRB approval for patient questionnaires and any proposed revisions to the manager/medical director questions.
10) Provide quarterly status reports.
11) Complete interviews (and re-interviews as needed) of FQHC managers/medical directors.
12) Select five patients at random from each of the five most impacted Center sites, obtain informed consent, and conduct pilot interviews.
13) Assemble and integrate information from the FQHC managers and directors, and present preliminary findings to PI and co-Investigators.
14) Revise patient questionnaire based on pilot tests, and obtain IRB approval for the revisions.
15) Randomly select patients for interviews, stratified by diagnoses to be determined as above (100 potential interviewees from each Center site); contact interviewees until a first wave sample of 125 has agreed to be interviewed.
16) Conduct 125 patient interviews at Center site or home after obtaining informed consent.
17) Summarize data from patient interviews; present and discuss results with co-Investigators.
18) Prepare first annual report; present results to stakeholders/granting agencies.
19) Make any suggested revisions to the questionnaire and obtain IRB approval for changes.
20) Randomly select from the remaining pool of potential patients, 25 individuals from each site.
21) Conduct second wave of 125 patient interviews at Center site or home, obtaining informed consent.

22) Re-interview medical directors at impacted Center sites to update results.
23) Re-interview five individuals from each of the five Center sites, for follow-up and validation.
24) Analyze and summarize data.
25) Work with PI and co-Investigators to develop presentations and present results to stakeholders and Funding Agency.
26) Draft papers for publication.
27) Plan follow-up studies.

c. Characterize key findings, including risk factors for specific health outcomes, for use in improving public health activities and interventions:
   i. Prior to each AG meeting, the RLG will prepare a summary of the results of the data and any qualitative findings and then present these findings to the AG. The RLG will identify specific risk factors and vulnerable groups for presentation. The AG will suggest any follow-up analyses along with stakeholder organizations that could participate in developing summary statements, recommendations, and dissemination.
   ii. Based on feedback from the AG and the summary of results, the lead investigator for each area's key findings will develop and disseminate a publication and translation plan. This translation plan will then be circulated among the RLG and the AG for review. The plan will include contact with stakeholders and a schedule for scientific presentation.
   iii. The RLG will monitor different aspects of translation for each analysis, including release to different media, implementation of public health measures, and scientific publications. They will then follow-up and report back to the AG and CDC prior to each AG meeting and in on-going reports.
   iv. The RLG will continue to monitor different aspects of translation for each analysis, including release to different media, implementation of public health measures, and scientific publications. They will then follow-up and report back to the AG and CDC prior to each AG meeting and in on-going reports.

d. Using findings from items 4a through 4b, summarize results and describe possible risk factors for specific health outcomes. The results in hand, obtain feedback from stakeholders and translate findings for applied public health use which will provide crucial resources in the event of future disasters (e.g., models for communication, access to medical services, actions for public health and health care agencies):
   i. Overlays of maps developed in year one will be developed.
   ii. Reports will be developed on trends in deaths, including specifically diagnoses of interest (e.g., suicide, myocardial infarction (MI), diabetes).

iii. Reports will differentiate ED visits, hospitalization, and death due to illness directly attributable to the storm (e.g. post-traumatic stress disorder (PTSD), injury); and due to lack of access to care (e.g. substance abuse medications, insulin, hypertension drugs).

e. Characterize New Jersey Poison and Information System (NJPIES) calls, contrasted and compared to ED visits and findings from interviews, to focus on how to use NJPIES hotline calls for focused public health interventions:
   i. Obtain and clean NJPIES data for comparison with ED and FEMA call center data.

5. Time Frame for Performance of Service Deliverables
   a. Characterize morbidity and mortality associated with Sandy and differences by vulnerable populations, utilizing existing data from health care systems, public health surveillance, and mental health programs:
      i. Set up IRB and other paper work to enable NJDOH to provide RUTGERS with requested data e.g. data on deaths, hospital discharges, ED discharges. Due 1st Q 2014
      ii. Complete analysis plan and begin data cleanup. Due 1st Q 2014
      iii. Characterize hospitalizations. Using existing hospital administrative data maintained by NJDOH and census data, characterize hospitalization trends, evaluating changes after Sandy, and examine conditions that in ideal circumstances would have been managed on an outpatient basis, e.g., diabetes, hypertension, childhood asthma.
         a) Complete comparison of ED syndromic and discharge data. Due 1st Q 2015
      iv. Characterize emergency department outcomes and evaluate the quality of real-time surveillance data. Evaluate outcomes (e.g., carbon monoxide exposures, hypothermia, injuries, respiratory illnesses, cardiovascular conditions) classified from real-time ED chief complaint data in comparison with uniform billing data on all ED visits. Use findings to improve current public health syndromic surveillance activities and estimate changes in ED visits for key conditions.
         1) Test models for ED syndromic surveillance to correct for errors and gaps identified through comparison with ED visits. Due 1st Q 2014
      v. Characterize death outcomes. Using NJ death certificates data identify causes of death that increased or decreased in the first month and 1-6 and 7-12 month periods after Sandy. Look at all causes, with particular attention to injuries, carbon monoxide poisonings, cardiovascular events, and suicide.
         1) Reports will be developed on trends in deaths, including specifically diagnoses of interest e.g. suicide, MI, diabetes. Due

2nd Q 2015

vi. Characterize mental health outcomes.

1) Using CCP data, determine characteristics of individual and group encounters in Sandy-impacted counties over time, including foci, locations, risk factors, and outcomes, if available.
   a) Set up subcommittee to create protocol/plan for assessment of CCP data including difference in short and long term impacts. Due 4th Q 2013
   b) Provide CCP Project Manager with brief quarterly progress reports. Due beginning with 4th Q 2013
   c) CCP data: obtain ISP data, perform clean up and creation of analysis data set. Due 2nd Q 2014.
   d) CCP data: obtain RSP data, perform clean up and merge with ISP data to create analysis data set. Due 3rd Q 2014
   e) Complete analysis of CCP data. Due 1st Q 2015
   f) Develop reports on trends in crisis counseling data. Due 2nd Q 2015
   g) Develop plans for information dissemination that include both oral and written presentation of findings to NJDHS, and to NJDOH, as requested, and by agreement, to other audiences and stakeholders. Due 3rd Q 2015
   h) Provide a copy of the merged CCP dataset used for analyses to NJDHS and codebooks at the conclusion of the study in a mutually-agreed upon format. Due 3rd Q 2015
2) Using USTF data, determine characteristics of admissions to public mental health services from persons residing in Sandy-impacted zip codes or counties over time, including diagnoses, primary presenting problems, referral sources, demographic characteristics, and level of functioning.
   a) Set up subcommittee to create protocol/plan for assessment of USTF data including differences in short and long term impacts. Due 4th Q 2013
   b) Provide USTF Project Manager with brief quarterly progress reports. Due beginning in 4th Q 2013
   c) USTF: obtain SFYs 2012-2013 data and perform clean up and creation of baseline analysis data set. Due 2nd Q 2014
   d) USTF: obtain SFY 2014 data on quarterly basis and perform clean up and creation of annual analysis data set. Due 2nd Q 2015.
   e) Complete analysis of USTF data. Due 3rd Q 2015
   f) Develop reports on trends in USTF data. Due 3rd Q 2015
   g) Develop plans for information dissemination that include both oral and written presentation of findings to NJDHS, and to NJDOH, as requested, and by agreement, to other audiences and stakeholders. Due 3rd Q 2015
   h) Provide a copy of the USTF dataset used for analyses in a mutually agreed-upon format and codebooks to NJDHS at

the conclusion of the study. Due 3rd Q 2015

b. Characterize Sandy-related exposures and medical care and access following Sandy, through interviews of affected individuals:
   i. By adding supplemental questions to NJBRFS, a complex sample survey that is on-going in New Jersey, determine Sandy-associated exposures and health effects (including access to medical care following Sandy) to the NJ population overall.
      1) Create subcommittee with RUTGERS and NJDOH members to work in conjunction with NJBRFS user group to select questions to be added to NJBRFS in 2014. Work with other funded states to determine whether they want to add the same module to some, or all, of their sample for 2014. Due 4th Q 2013
      2) A module asking about Sandy exposure and effects will be fielded with NJBRFS during the second half of year one and first half of year two. Due 2nd Q 2014
      3) In the second half of year two, Sandy NJBRFS module will be analyzed and a report prepared for CDC. Due 3rd Q 2015
   ii. Characterize access to care and resources reported by individuals in vulnerable populations based on ethnographic interviews.
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      2) Obtain IRB approval for interviews of FQHC managers and medical directors and for soliciting patient diagnoses from the medical director (without identifiers at this point). Due 1st Q 2014
      3) Develop questionnaires for patients. Due 1st Q 2014
      4) Develop consensus among co-PIs and FQHC medical directors re chronic illnesses to target. Due 1st Q 2014
      5) Apply for IRB approval to identify individual patients with specific diagnoses at each of five Center sites. Due 1st Q 2014
      6) Begin interviews of FQHC managers and medical directors. Due 1st Q 2014
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      8) Obtain IRB approval to identify individual patients with specific chronic disease diagnoses. Due 1st Q 2014
      9) Obtain IRB approval for patient questionnaires and any proposed revisions to the manager/medical director questions. Due 1st Q 2014
      10) Provide quarterly status report. Due 1st Q 2014
      11) Complete interviews (and re-interviews as needed) of FQHC managers/medical directors. Due 2nd Q 2014

12) Select five patients at random from each of the five most impacted Center sites, obtain informed consent, and conduct pilot interviews. Due 2nd Q 2014
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14) Revise patient questionnaire based on pilot tests, and obtain IRB approval for the revisions. Due 2nd Q 2014
15) Randomly select patients for interviews, stratified by diagnoses (to be determine as above) (100 potential interviewees from each Center); contact interviewees until a first wave sample of 125 has agreed to be interviewed. Due 2nd Q 2014
16) Conduct 125 patient interviews at Center site or home, obtaining informed consent. Due 4th Q 2014
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18) Prepare first annual report; present results to stakeholders/granting agencies. Due 4th Q 2014
19) Make any suggested revisions to the questionnaire and obtain IRB approval for changes. Due 4th Q 2014
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21) Conduct second wave of 125 patient interviews at Center site or home, obtaining informed consent. Due 2nd Q 2015
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c. Characterize key findings, including risk factors for specific health outcomes, for use in improving public health activities and interventions:
   i. Prior to each AG meeting, the RLG will prepare a summary of the results of the data and any qualitative findings and then present these findings to the AG. The RLG will identify specific risk factors and vulnerable groups for presentation. The AG will suggest any follow-up analyses along with stakeholder organizations that could participate in developing summary statements, recommendations, and dissemination. Due 2nd Q 2015
   ii. Based on feedback from the AG and the summary of results, the lead investigator for each area's key findings will develop and disseminate a publication and translation plan. This translation

plan will then be circulated among the RLG and the AG for review. The plan will include contact with stakeholders and a schedule for scientific presentation. Due 2nd Q 2015

iii. The RLG will monitor different aspects of translation for each analysis, including release to different media, implementation of public health measures, and scientific publications. They will then follow-up and report back to the AG and CDC prior to each AG meeting and in on-going reports. Due 2nd Q 2015

iv. The RLG will continue to monitor different aspects of translation for each analysis, including release to different media, implementation of public health measures, and scientific publications. They will then follow-up and report back to the AG and CDC prior to each AG meeting and in on-going reports. Due 3rd Q 2015

d. Using findings from items 4a through 4b, summarize results and describe possible risk factors for specific health outcomes. The results in hand, obtain feedback from stakeholders and translate findings for applied public health use which will provide crucial resources in the event of future disasters (e.g., models for communication, access to medical services, actions for public health and health care agencies):

i. Overlays of maps developed in year one will be developed. Due 1st Q 2015

ii. Reports will be developed on trends in deaths, including specifically diagnoses of interest e.g. suicide, MI, diabetes. Due 2nd Q 2015

iii. Reports will differentiate ED visits, hospitalization, and death due to illness directly attributable to the storm (e.g. PTSD, injury); and due to lack of access to care (e.g. substance abuse medications, insulin, hypertension drugs). Due 2nd Q 2015

e. Characterize NJPIES calls, contrasted and compared to ED visits and findings from interviews, to focus on how to use NJPIES hotline calls for focused public health interventions.

i. Obtain and clean NJPIES data for comparison with ED and FEMA call center data. Due 3rd Q 2015

6. RUTGERS, the Service Provider Agency, agrees to adhere to NJDOH and NJDHS information systems requirements. Individual users who are granted access to any NJDOH and NJDHS database pursuant to this MOA, shall agree in writing to the terms set forth in the NJDOH with RUTGERS Agreement for Release of Confidential Data files by Health Care Quality Assessment which is incorporated herein by reference at Attachment E; the Data Sharing Agreement between NJDOH Policy and Strategic Planning Office of Vital Statistics and Registry and RUTGERS, which is incorporated herein by reference at Attachment F; and the appropriate 'NJDHS Data Sharing Agreement,' for the CCP data and USTF Protected Health Information (PHI) data respectively, which are incorporated herein by reference at Attachment G.

7. The Service Provider Agency, as a subgrantee under the Grant, 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 agreement, 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; or
      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 a 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 agreement with another party to carry out its obligations under the MOA.

8. In addition to the above, the Service Provider Agency is required to abide by all general requirements contained in Sections VI. and VII. of this Agreement.

IV. OBLIGATIONS AND RIGHTS OF RESEARCH PARTNER AGENCY NJDHS REGARDING CRISIS COUNSELING PROGRAM DATA

(A.) Obligations of NJDHS Regarding CCP Data

The New Jersey Hope and Healing Program was funded through a grant

(#1H07SM000355) from the Substance Abuse and Mental Health Services Administration (SAMHSA) for FEMA Crisis Counseling Assistance and Training Program Services (CCP) in response to Superstorm[sic] Sandy. Data collected for the program used OMB approved forms (#0930-0270 with expiration date of 05/31/2015). The CCP aims to meet short-term behavioral health needs of affected communities through counseling, outreach, public education, training, and referral.

All of the requirements of this section apply to NJDHS, the Research Partner Agency, regarding CCP data:

1. The NJDHS shall provide services in accordance with Section IV.(A.)4., which establishes the service deliverables which this agency must perform, in accordance with the established time frames established for each item in Section IV.(A.)5.

2. The NJDHS shall submit progress and final reports in accordance with the requirements of Attachment A.

3. The NJDHS shall maintain all records for a period of seven years.

4. Services to be Provided
   The NJDHS through its Disaster and Terrorism branch agrees to provide RUTGERS with the following data from the CCP Program:
   a. Individual and Group Encounter data and Weekly Tally Sheets from the Individual Services Program (ISP) in an excel spreadsheet along with data collection forms and codebooks ("data guides").
   b. Individual and Group Encounter data and Weekly Tally Sheets from the Regular Services Program (RSP) contingent upon submission to and approval from SAMHSA of the RSP close-out report in an excel spreadsheet along with data collection forms and codebooks ("data guides").

5. Time Frame for Performance of Service Deliverables
   The NJDHS through its Disaster and Terrorism branch agrees to provide RUTGERS with the following data from the CCP Program according to the specified timeframes:
   a. Individual and Group Encounter data and Weekly Tally Sheets from the Individual Services Program (ISP) in an excel spreadsheet along with data collection forms and codebooks ("data guides"). Due 1st Q 2014.
   b. Individual and Group Encounter data and Weekly Tally Sheets from the Regular Services Program (RSP) contingent upon submission to and approval from SAMHSA of the RSP close-out report in an excel spreadsheet along with data collection forms and codebooks ("data guides"). Due 4th Q 2014.

6. NJDHS through its Disaster and Terrorism Branch shall provide guidance as needed related to potential sources of data and synthesis of data.

7. NJDHS through its Disaster and Terrorism Branch shall identify a staff person who will be the primary contact person for analyses of CCP data and who will act as the conduit for data as well as the intermediary between involved parties.

8. The NJDHS agrees to adhere to the NJDOH as well as the NJDHS information systems requirements. Individual users who are granted access to any NJDOH and NJDHS database pursuant to this MOA, shall agree in writing to the terms set forth in the NJDOH with RUTGERS Agreement for Release of Confidential Data files by Health Care Quality Assessment which is incorporated herein by reference at Attachment E; the Data Sharing Agreement between NJDOH Policy and Strategic Planning Office of Vital Statistics and Registry and RUTGERS which is incorporated herein by reference at Attachment F; and the appropriate 'NJDHS Data Sharing Agreement,' which is incorporated herein by reference at Attachment G.

9. In addition to the above, the Funding Agency is required to abide by all general requirements contained in Sections VI. and VII. of this Agreement.

(B.) Rights of NJDHS Regarding CCP Data

All of the rights of this section apply to NJDHS, the Research Partner Agency, regarding CCP data:

1. Work Product
   a. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested data and services, including but not limited to, all papers, reports, surveys, plans, charts, records, analyses, or publications produced for, or as a result of, this Agreement (hereinafter, "work product") shall bear an acknowledgment of the support of the source of the data, including the funding for the services and the provision of an extract from the database by the NJDHS Disaster and Terrorism Branch.
   b. No work product produced utilizing CCP data shall be released to the public without the prior written consent of the CCP Project Manager.
   c. No other work product produced utilizing data obtained under this Agreement shall be released to the public without the prior written consent of the Funding Agency and the NJDHS.
   d. The NJDHS shall have the right to edit work product related to above stipulated data and services and shall further have the right to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.

e. NJDHS shall determine compliance with the Open Public Records Act (N.J.S.A. 47:1A-1) as it pertains to data provided by NJDHS.

V. OBLIGATIONS AND RIGHTS OF RESEARCH PARTNER AGENCY REGARDING UNIFIED SERVICES TRANSACTION FORM DATA

(A.) NJDHS Obligations Regarding USTF Data

All of the requirements of this section apply to NJDHS, the Research Partner Agency, regarding USTF data:

1. The NJDHS shall provide services in accordance with Section V.(A.)4, with regard to USTF data, in accordance with the established time frames for each item in Section V.(A.)5.

2. The NJDHS shall submit progress and final reports in accordance with the requirements of Attachment A.

3. The NJDHS shall maintain all records for a period of seven years.

4. Services to be Provided
   NJDHS agrees to provide RUTGERS with the following data from the USTF database:
   a. Annual (duplicated) USTF admission data to community public mental health services will be provided from SFY 2012 and SFY 2013 on either encrypted disks or memory sticks.
   b. SFY 2014 USTF data will be provided quarterly and/or annually.
   c. NJDHS shall provide guidance as needed related to potential sources of data and synthesis of data.
   d. NJDHS shall identify a staff person who will be the primary contact person for analyses of USTF data and who will act as the conduit for data as well as the intermediary between involved parties.

5. Time Frame for Performance of Service Deliverables
   NJDHS agrees to provide RUTGERS with the following data from the USTF database in accordance with the established timeframes:
   a. Annual (duplicated) USTF admission data to community public mental health services will be provided from SFY 2012 and SFY 2013 on either encrypted disks or memory sticks by the end of the first Q 2014. Due 2nd Q 2014.
   b. SFY 2014 USTF data will be provided quarterly (per items i. through iv. listed below) and/or annually by the end of second Q 2015. Due until 2nd Q 2015.
      i. 1st Q of 2014 will be received by the end of 3rd Q 2014;
      ii. 2nd Q of 2014 by the end of 4th Q 2014;
      iii. 3rd Q of 2014 by the end of 1st Q 2015;
      iv. 4th Q of 2014 by the end of 2nd Q 2015.

c. NJDHS shall provide guidance as needed related to potential sources of data and synthesis of data. Due as needed until 3rd Q 2015.
d. NJDHS shall identify a staff person who will be the primary contact person for analyses of USTF data and who will act as the conduit for data as well as the intermediary between involved parties. Due 4th Q 2013.

6. USTF data for SFY 2012 through SFY 2014 will contain the following data elements:
   a. Zip Code
   b. County Code
   c. County of Service Provider
   d. Program Element (Type)
   e. Source of Reimbursement
   f. Referral Source
   g. Primary Presenting Problem
   h. Sex
   i. Race/Ethnicity
   j. Month and Year of Birth
   k. Admission Date (1st Face-to-Face Contact)
   l. Level of Functioning
   m. Marital Status
   n. Handicapping Conditions
   o. Principal Diagnosis
   p. Secondary Diagnosis (if data is mostly complete)
   q. Physical Diagnosis (if data is mostly complete)

7. The NJDHS agrees to adhere to the NJDOH as well as the NJDHS information systems requirements. Individual users who are granted access to any NJDOH and NJDHS database pursuant to this MOA, shall agree in writing to the terms set forth in the NJDOH with RUTGERS Agreement for Release of Confidential Data files by Health Care Quality Assessment, which is incorporated herein by reference at Attachment E; the Data Sharing Agreement between NJDOH Policy and Strategic Planning Office of Vital Statistics and Registry and RUTGERS which is incorporated herein by reference at Attachment F; and the appropriate 'NJDHS Data Sharing Agreement,' which is incorporated herein by reference at Attachment G.

(B.) NJDHS Rights Regarding USTF Data

1. Work Product.
   a. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested data and services, including but not limited to all papers, reports, surveys, plans, charts, records, analyses or publications

produced for or as a result of this Agreement (hereinafter "work product") shall acknowledge the source of the data.

b. No work product produced utilizing USTF data shall be released to the public without the prior written consent of the USTF Project Manager.
c. No other work product produced utilizing data obtained under this Agreement shall be released to the public without the prior written consent of the Funding Agency and the NJDHS.
d. The NJDHS shall have the right to edit work product related to above stipulated data and services and shall further have the right to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.
e. NJDHS shall determine compliance with the Open Public Records Act (N.J.S.A. 47:1A-1) as it pertains to data provided by NJDHS.

VI. GENERAL PROVISIONS

(A.) During the term of this Agreement, all parties shall comply with 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 on the Service Provider Agency's submission, and the Funding Agency's acceptance, of the Cost Proposal/Final Budget in Attachment B, which is incorporated herein by reference.

(B.) Each of the parties is an independent entity, and no party shall hold itself out as an agent, partner or representative of the others.

(C.) 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.

(D.) 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.

(E.) This Agreement may not be assigned without the prior written consent of NJDOH and NJDHS.

(F.) The laws of the State of New Jersey govern this Agreement.

(G.) This Agreement may be modified in accordance with the provisions of Attachment A, Section III.

(H.) Funds requested will not be used for costs that are reimbursed by the

FEMA under a contract for insurance or by self-insurance.

(I.) NJDOH and NJDHS reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work developed under this Agreement.

(J.) The parties agree that all data resulting from this Agreement are to be considered confidential and shall be solely used for the purposes as outlined above. All parties are required to use reasonable care to protect the confidentiality of the data.

(K.) Any research resulting from this Agreement which is subject to the IRBs of any of the parties shall be confidential. Each party is responsible for adhering to the rules of the IRB, which are incorporated herein by reference at Attachment H.

VII. TERMS AND TERMINATION

(A.) Subject to any rights of termination hereinafter set forth, this Agreement shall become effective September 30, 2013 and shall remain valid through August 15, 2015. A portion of this MOA may be retroactive and all Parties agree to comply with the terms and conditions of the MOA to the effective date. No Party shall incur any penalty as a result of the retroactive period.

(B.) This Agreement may be terminated by any party with or without cause upon 30 days advance written notice.

(C.) Notice of termination shall be delivered via U.S. mail, return receipt requested, and shall be effective upon receipt. Notice shall be sent to the appropriate contact person identified at Section VIII.

(D.) Upon the issuance of notice of termination by the Service Provider Agency, or upon receipt of the Funding Agency's notice of termination, all unexpended funds appropriated by the Funding Agency to the Service Provider Agency, in any account whatsoever, shall be immediately returned to the Funding Agency through the contact person identified at Section VIII without any further assessment or expenditure except as specifically approved by the Funding Agency in writing.

VIII. PRINCIPAL CONTACTS

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

For New Jersey Department of Health:

Program Management Officer
Christina Tan, MD, State Epidemiologist/Assistant Commissioner
Division of Epidemiology, Environmental, and Occupational Health
New Jersey Department of Health
135 East State Street
PO Box 369
Trenton, NJ 08625-0369
Phone: 609-826-5967
Fax: 609-826-4750
E-mail: christina.tan@doh.state.nj.us

Fiscal Officer
Walter Valora, Director
Office of Financial Services
New Jersey Department of Health
369 South Warren Street – 7th Floor
PO Box 360
Trenton, NJ 08625-0360
Phone: 609-633-1528
Fax: 609-633-1362
E-mail: walter.valora@doh.state.nj.us

For New Jersey Department of Human Services:

Program Management Officer for NJDHS FEMA Crisis Counseling Program Data
Adrienne Fessler-Belli, LCSW, ACSW, Director
Disaster & Terrorism Branch
Division of Mental Health & Addiction Services
New Jersey Department of Human Services
222 South Warren Street
PO Box 700
Trenton, NJ 08625-0700
Phone: 609-777-0722
E-mail: Adrienne.Fessler-Belli@dhs.state.nj.us

Program Management Officer for USTF and other Division of Mental Health & Addiction Services Data
Suzanne Borys, Ed.D., Assistant Director
Office of Research, Planning, Evaluation Information Systems and Technology
Division of Mental Health and Addiction Services
New Jersey Department of Human Services
222 S. Warren Street – 4th Floor
PO Box 700
Trenton, NJ 08625-0700

Phone: 609-984-4050
E-mail: Suzanne.Borys@dhs.state.nj.us

For Rutgers, The State University of New Jersey:

Program Management Officer
Amy L. Davidow, Ph.D., Director
New Jersey Medical School Biostatistics Core Facility
New Jersey Medical School
Rutgers, The State University of New Jersey
185 South Orange Avenue
Newark, NJ 07103
Phone: 1-973-972-4587
Fax: 1-973-972-7625
E-mail: davidoal@njms.rutgers.edu

Fiscal Officer
Michele Conlin, Assistant Controller
Division of Grant and Contract Accounting
Rutgers, The State University of New Jersey
3 Rutgers Plaza
New Brunswick, NJ 08901
Telephone: 848-932-4146
Fax: 732-932-0182
Email: conlin@rci.rutgers.edu

THIS SPACE IS LEFT BLANK INTENIONALLY.

IX. **WE, THE UNDERSIGNED, CONSENT TO THE CONTENTS OF THIS AGREEMENT.**

New Jersey Department of Health:

Signature:

Arturo Brito, MD, MPH, Deputy Commissioner
Public Health Services Branch

Date: 04/04/14

New Jersey Department of Human Services:

Signature:

Lynn Kovich, M.Ed., Assistant Commissioner
Division of Mental Health and Addiction Services

Date: _____

Rutgers, The State University of New Jersey:

Signature:

Cassandra Burrows, Acting Assistant Director
Grants and Contracts

Date: _____

ATTACHMENT A

This Attachment A is hereby incorporated into the Memorandum of Agreement between the New Jersey Department of Health (NJDOH), the New Jersey Department of Human Services (NJDHS) and Rutgers, The State University of New Jersey (RUTGERS) entitled, "RESEARCH TO AID RECOVERY FROM HURRICANE SANDY UNDER GRANT FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION." [AWARD #TP000564-01]

I. **METHOD OF PAYMENT**

A. NJDOH shall make cost reimbursement payments to RUTGERS on a quarterly basis upon receipt of timely and satisfactory financial and performance reports and State invoices.

B. The final payment shall be withheld pending receipt of final reports.

II. **FINANCIAL AND PERFORMANCE REPORTING AND MONITORING**

A. RUTGERS will submit expenditure reports to NJDOH no later than 10 calendar days after the end of each quarterly period. The final expenditure report and State of New Jersey invoice must be received by NJDOH no later than September 1, 2015.

B. RUTGERS and NJDHS will submit to NJDOH performance reports in the form specified by NJDOH no later than 10 calendar days after the end of each quarterly period.

C. NJDOH will provide technical assistance meetings with RUTGERS as needed.

D. Other Financial, Reporting or Monitoring Requirements

1. Particular other forms are not required to be utilized.

2. The Research Leadership Group (RLG), as set forth in the MOA at Section II.(A.), will meet monthly to evaluate RUTGERS' timely performance of each service deliverable listed in Section III. of the MOA.

3. The Advisory Group, as set forth in the MOA at Section II.(A.), will meet quarterly to provide outside assessment and recommendations to the RLG as needed.

4. NJDOH will monitor performance and expenditure reports on a quarterly basis to ensure the timely progression of the project and, if needed, will initiate improvement plans in conjunction with the appropriate Party to overcome any barriers to completion.

III. MODIFICATIONS TO THE AGREEMENT

A. The MOA and Attachments A, B, E, F, G, and H represent the entire Agreement among the parties, except as permitted below:
   1. Modifications to the service deliverables set forth at Sections III, IV, and V of the MOA may be made with the express written consent of the NJDOH and other Program Management Officer(s) affected by the intended changes.

IV. SPECIAL CONDITIONS

A. The parties must complete all obligations under Sections III., IV., and V. of the MOA no later than August 15, 2015.
   1. Extensions of time may not be made to the MOA.

B. NJDOH agrees to expend all Grant funds or return to the U.S. Department of Health and Human Services (HHS) any funds not expended by September 29, 2015.
   1. Revisions to the budget may not be made to the MOA.

C. NJDOH agrees that the benefits of the grant award must be restricted to all or part of the Federal Emergency Management Agency (FEMA) declared major disaster states, which are: Connecticut, Delaware, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, West Virginia, or the District of Columbia.

D. NJDOH agrees to maintain records that adequately identify the source and application of funds from the Disaster Relief Appropriations Act of 2013 (Act), P.L. 113-02 (January 29, 2013), and separately identify the expenditures for Federal awards under the Act in accordance with HHS guidance.

E. NJDOH agrees to reimburse HHS for any costs incurred in this award that are subsequently reimbursed by the FEMA, under a contract for insurance, or by self-insurance.

V. MULTI-YEAR AGREEMENTS

The MOA is for a period from September 30, 2013 through August 15, 2015, and authorization is approved for that period of time.