



State of New Jersey  
DEPARTMENT OF HEALTH  
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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 FAMILY HEALTH SERVICES**

**AND**

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY  
BLOUSTEIN CENTER FOR SURVEY RESEARCH**

**FOR**

**EVALUATION OF BEHAVIORAL HEALTH SCREENING  
POST SUPERSTORM SANDY**

**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 Superstorm 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 Health (NJDOH) has received SSBG funding to mitigate the post storm impact on New Jersey residents; 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 by responding to, and by driving policy change in response to, health emergencies, such as Sandy; and

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

**WHEREAS**, pursuant to N.J.S.A. 18A:64M-2 & 18A:65-94, Rutgers, The State University of New Jersey, a body corporate and politic of the State of New Jersey, is a comprehensive public research university authorized to participate in federally financed studies for the benefit of the State and the people of New Jersey; and

**WHEREAS**, NJDOH has committed certain SSBG funding to conduct a mental health screening project, effective May 1, 2014 to September 30, 2015, called, "Behavioral Screening for Individuals and Families;" and

**WHEREAS**, NJDOH seeks to engage the professional services of BCSR to conduct an evaluation of this behavioral screening in a project entitled, "Evaluation of SSBG Superstorm Sandy Behavioral Screening;" 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 Memorandum of Agreement (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, THE NJDOH IS HEREAFTER REFERRED TO AS "THE FUNDING AGENCY" AND THE BCSR IS HEREAFTER REFERRED TO AS "THE SERVICE PROVIDER AGENCY."**

II. **OBLIGATIONS AND RIGHTS OF THE FUNDING AGENCY**

(A.) **Obligations**

1. The Funding Agency shall provide funding in an amount of \$299,997. Payment is contingent upon the satisfactory delivery of services as described herein in this MOA, Section III.(A.) "Service Provider Obligations." Payment obligations, as well as reporting and monitoring requirements, and other special conditions to this agreement, are contained in Attachment A, incorporated herein by reference. Payments shall be made in accordance with the provisions

Attachment A, Section I. Payments will be made for approved budget costs, contained in Attachment B, incorporated herein by reference.

2. The NJDOH 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.

**(B.) 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.

2. Work Product

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.

- a. 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.
- b. The Funding Agency shall have the right to edit said work product and shall further have the right to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.
- c. The Funding Agency shall assume 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 work product provided by the Service Provider Agency.

3. Equipment

All equipment acquired with funds from this Agreement shall be the

property of the Service Provider Agency, which agrees to maintain adequate insurance.

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

#### (A.) Obligations

1. The Service Provider Agency shall provide services in accordance with Section III(A)4 in accordance with the established time frames established for each item as provided in Section III (A)5. The Service Provider Agency agrees to adhere to the budget requirements as detailed in the approved cost proposal and contained in Attachment B.
2. The Service Provider Agency shall submit expenditure, progress and final reports and State invoices in accordance with the requirements of Attachment A.
3. The Service Provider Agency 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 perform the following services in connection with the evaluation of a project authorized by the U.S. Department of Health and Human Services, entitled "Behavioral Screening for Individuals and Families" (Screening Project).
  - a. Participate in meetings of a panel of technical advisors and stakeholders convened by NJDOH for the Screening Project. (At least two virtual meetings are contemplated.)
  - b. Collect behavioral screening data from grantees. Develop a web-based data collection tool that will be utilized by grantees to submit de-identified data on screening encounters. Develop an algorithm to categorize diagnosis and treatment resulting during primary care encounters. Provide online and printed training materials to grantees. Implement the system on appropriate hardware; provide database administration, including activity and quality assurance reports. Prepare documentation of data collection methods.
  - c. Provide feedback to NJDOH project officers, overseeing the Screening Project, on data collection compliance of each grantee.
  - d. Plan and conduct a survey of grant-supported behavioral screening personnel. Develop a questionnaire on job content,

work relationships and satisfaction, areas of success and lessons learned. Program the questionnaire in Qualtrix (online survey administration software). Set up sample and contact protocols. Prepare preliminary results in tabular form and compile survey methods documentation.

- e. Final narrative report. Prepare a report describing impacts of the program on persons served under the Screening Project, including: diagnoses encountered, services provided and population served; integration of grant-supported personnel into grantees' healthcare settings and routines; and summary lessons learned for similar disaster response activities in the future.

- 5. Time Frame for Performance of Service Deliverables. This section contains the time table for each of the services indicated in Section III. (A.)4. The Service Provider Agency agrees that the service deliverables indicated in Section III(A)4 will be performed by corresponding date or time period indicated in Section III(A)5:

	<i>Draft date</i>	<i>Completion date</i>
Technical advisor/stakeholder panel	n/a	Feb 28, 2015 June 30, 2015
Collect behavioral screening data		
Develop web-based data collection tool that will be utilized by grantees to submit de-identified data on screening encounters.	May 1, 2014	June 1, 2014
Develop algorithm to categorize diagnosis and treatment resulting during primary care encounters.	May 1, 2014	June 1, 2014
Provide online and printed training materials to grantees.	May 1, 2014	June 1, 2014
Full implementation, including activity and quality assurance reports.	July 1, 2014	Aug 1, 2014
Provide feedback to project officers on grantee data collection compliance. Methods documentation.	Aug 1, 2014	Sept 10, 2014
Survey of providers deployed under the project.		
Develop questionnaire on job content, relationships, satisfaction, successes and lessons learned.	Jan 15, 2015	Mar 1, 2015
Program questionnaire in Qualtrix (online survey). Set up sample and contact protocols.	Mar 1, 2015	Apr 1, 2015
Conduct survey.	Apr 1, 2015 through May 15, 2015	
Prepare preliminary results in tabular form. Attach survey methods appendix.	June 1, 2015	July 1, 2015
Final narrative report		
Services provided and population served.	Jun 1, 2015	Oct 31, 2015
Incidence of mental health disorders, substance abuse, domestic violence.	mid Jun, 2015	Oct 31, 2015

	<i>Draft date</i>	<i>Completion date</i>
Integration of supported personnel into primary care settings.	Sept 1, 2015	Oct 31, 2015
Methodology.	July 1, 2015	Aug 31, 2015
Summary lessons learned for similar disaster response activities in the future.	Sept 1, 2015	Oct 31, 2015

6. The 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 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.

#### **IV. GENERAL PROVISIONS**

- (A.) During the term of this Agreement, both 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 a Cost Proposal, which is incorporated herein by reference to this Agreement.
- (B.) Each party shall maintain for a period of seven years accurate books and records of all disbursements, funds received, funds spent and funds available as a result of this Agreement.
- (C.) Each of the parties 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 Agreement shall not be deemed a waiver of such right or obligation.
- (E.) This Agreement shall not be assigned without the prior written consent of the NJDOH.
- (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.) The parties recognize and agree that this Agreement is expressly dependent upon the availability to the NJDOH of funds appropriated from applicable federal or state funding sources. The NJDOH shall not be held liable for any termination of this Agreement due to the absence of available funding appropriations.
- (I.) The Funding Agency reserves 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 the 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 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, which are hereby incorporated by reference to this MOA.
- (L.) 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.

#### **V. TERMS AND TERMINATION**

- (A.) Subject to any rights of termination hereinafter set forth, this Agreement shall be effective on April 1, 2014 and shall remain in effect through September 30, 2015. A portion of this MOA may be retroactive and all parties agree to comply with the terms and conditions of the MOA as of the effective date. No party shall incur any penalty as a result of the retroactive period.
- (B.) This Agreement may be terminated by either party with or without cause upon thirty (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 VI.
- (D.) Upon the issuance of notice of termination by the Funding Agency or, automatic termination under Section V.(B.), 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 VI. without any further assessment or 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 Agreement shall be as follows:

**For the New Jersey Department of Health:**

**Program Management Officer**

Ingrid M. Morton,  
Program Manager  
MCH Epidemiology Program  
New Jersey Department of Health  
PO Box 364, Trenton, NJ 08625-0364

**Fiscal Officer**

Frank Mattozzi  
Acting Chief, Budgets and Grants Management  
Division of Family Health Services  
New Jersey Department of Health  
PO Box 364, Trenton, NJ 08625-0364

**For Rutgers/Bloustein Center for Survey Research:**

**Program Officer**

Chris Bruzios, PhD  
Director  
Bloustein Center for Survey Research  
Rutgers, The State University of New Jersey  
33 Livingston Avenue, Room 281  
New Brunswick, NJ 08901

**Fiscal Officer**

Cassandra Burrows  
Assistant Director  
Office of Research and Sponsored Programs  
Rutgers, the State University of New Jersey  
ASB 111, # Rutgers Plaza  
New Brunswick, NJ 08901

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

New Jersey Department of Health:

Signature: Arturo Brito

05/14/14  
Date

Arturo Brito, MD MPH  
Deputy Commissioner  
Public Health Services  
New Jersey Department of Health

Rutgers/Bloustein Center for Survey Research:

Signature: Cassandra Burrows

5/23/14  
Date

Cassandra Burrows  
Assistant Director  
Office of Research and Sponsored Programs  
Rutgers, the State University of New Jersey

## **ATTACHMENT A**

This Attachment A is hereby incorporated to the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and Rutgers, The State University of New Jersey, Bloustein Center for Survey Research (BCSR) entitled, "EVALUATION OF SUPERSTORM SANDY BEHAVIORAL SCREENING" (MOA).

### **I. Method of Payment**

NJDOH shall make quarterly cost reimbursement payments to BCSR.

### **II. Financial and Performance Reporting and MOA Monitoring**

- A. BCSR shall submit to NJDOH expenditure reports no later than 30 days after the end of each quarter.
- B. BCSR shall submit to NJDOH performance reports in the form specified before the termination of the MOA.
- C. NJDOH will hold an initial technical assistance meeting with BCSR.
- D. Monitoring Requirements
  - 1. NJDOH shall monitor the progress of Rutgers' performance on a quarterly basis as set forth in the MOA, Section III.(A.)5, "Schedule of Deliverables."

### **III. Modifications to the Agreement**

The MOA and all attachments thereto represent the entire Agreement between the parties and shall not be amended except as stated herein:

- A. Budget revisions may be made to the MOA with the written approval of the NJDOH Program Management and Fiscal Officers identified in Section VI.
- B. Modifications to the service deliverables under Section III(A) of the MOA may be made with the approval of the NJDOH Program Management and Fiscal Officers identified in Section VI.

### **IV. Special Conditions (as applicable)**

- A. Extensions of time cannot be made to the MOA.
- B. Project must be completed on or before September 30, 2015.

**V. Multi-Year Agreements**

The MOA is effective from April 1, 2014 through September 30, 2015, and authorization is approved for that period of time.

## **ATTACHMENT B**

This Attachment B is hereby incorporated to the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and Rutgers, The State University of New Jersey, Bloustein Center for Survey Research (BCSR) entitled "EVALUATION OF SSBG SUPERSTORM SANDY BEHAVIORAL SCREENING."

Cost proposal attached.

**Rutgers, The State University of New Jersey**  
**Title:** New Jersey DOH: Sandy Mental Health Evaluation  
**PI:** Chris Bruzios  
**Spon:** NJ DOH

**Sponsored Programs Budget Template**

**Date:** 03/01/14 **Log#:** Enter Log here  
**Project Period:** 04/01/14 to 09/30/15

**Facilities & Administrative Costs Rate & Base:**

Description	Enter Rate Code		Enter Base Code		
	9	Varies below	1	Varies Below	
If rate code=9, enter rate percentages for Years 1-5:	10.00%	10.00%	0.00%	0.00%	0.00%
If base code=3, enter amt. subject to F&A for Years 1-5:	\$ -	\$ -	\$ -	\$ -	\$ -
If rate code=10, enter Custom FA:	-	-	-	-	-

Sub-code	Expense Classification (see comment) Enter Amounts in Whole \$ only	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total	Notes
		10.00% Year 1	10.00% Year 2	0.00% Year 3	0.00% Year 4	0.00% Year 5		
12000*	Salaries - Regular Employees & Faculty	45,844	91,687	0	0	0	137,531	
12100*	Co-Adjutant Salaries	0	0	0	0	0	0	
12300*	Wages of Labor	15,000	30,000	0	0	0	45,000	
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	0	0	0	0	0	0	
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>60,844</b>	<b>121,687</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>182,531</b>	
17100*	<b>B Fringe Benefits (See Note 1)</b>	<b>23,559</b>	<b>47,117</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70,675</b>	
21200*	Computer Supplies	0	0	0	0	0	0	
21800*	Computer Software	0	0	0	0	0	0	
21900*	Project Supplies	1,000	1,000	0	0	0	2,000	
22400*	Equipment Less than \$5,000 per unit	0	0	0	0	0	0	
22900*	Suppliers - Animals	0	0	0	0	0	0	
32000	Postage	1,500	2,000	0	0	0	3,500	
	<b>C Total Supplies</b>	<b>2,500</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,500</b>	
31000*	Other Services	100	100	0	0	0	200	
31100*	Prof. Services - Consultants	0	0	0	0	0	0	
31200*	Educ. Services - Honoraria	0	0	0	0	0	0	
31400*	Human Subject Payments	0	0	0	0	0	0	
31600*	Computer Services	150	150	0	0	0	300	
31700*	Publication Services	5,500	6,500	0	0	0	12,000	
	RU-Other (please identify)	0	0	0	0	0	0	
	<b>D Total Services</b>	<b>5,750</b>	<b>6,750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,500</b>	
35200*	Travel - Domestic	750	750	0	0	0	1,500	
35300*	Travel - Foreign	0	0	0	0	0	0	
35900*	Conference Registrations	0	0	0	0	0	0	
	<b>E Total Travel</b>	<b>750</b>	<b>750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>	
30400*	Telephone - Long Distance	0	0	0	0	0	0	
30700*	Advertising	0	0	0	0	0	0	
32400*	Business Meeting Expenses	0	0	0	0	0	0	
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	0	0	0	0	0	0	
	RU-Other (please identify)	0	0	0	0	0	0	
	<b>F Total Other MTDC</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>G Total MTDC (Sum of A to F)</b>	<b>93,403</b>	<b>179,304</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>272,706</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	0	0	0	0	0	0	
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>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>I Total Direct Costs - TDC</b>	<b>93,403</b>	<b>179,304</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>272,706</b>	
	<b>J Facilities &amp; Administrative Costs</b>	<b>9,340</b>	<b>17,930</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27,271</b>	
	<b>TOTAL PROJECT COSTS</b>	<b>102,743</b>	<b>197,234</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>299,977</b>	

# Fringe benefits are calculated by multiplying a composite fringe benefit rate by the salary and wages charged to a particular subcode.