



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 (NJ DHS) 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 NJ DHS, 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, NJ DHS 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, NJ DHS 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. 47:1A-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.
 - 1) Finalize questions for FQHC managers and medical directors. Due 1st Q 2014
 - 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
 - 7) Identify about 200 patients with chronic diagnoses from the each of the five most heavily impacted Center sites (potential pool of 1000 interviewees still with identifiers known only to medical directors). Due 1st Q 2014
 - 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
 - 13) Assemble and integrate information from the Center managers and directors, and present preliminary findings to PI and co-Investigators. Due 2nd Q 2014
 - 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
 - 17) Summarize data from patient interviews; present and discuss results with co-Investigators. Due 4th Q 2014
 - 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
 - 20) Randomly select from the remaining pool of potential patients, 25 individuals from each site. Due 2nd Q 2015
 - 21) Conduct second wave of 125 patient interviews at Center site or home, obtaining informed consent. Due 2nd Q 2015
 - 22) Re-interview medical directors at impacted Center sites to update results. Due 3rd Q 2015
 - 23) Re-interview five individuals from each of the five Center sites, for follow-up and validation. Due 3rd Q 2015
 - 24) Analyze and summarize data. Due 3rd Q 2015
 - 25) Work with PI and co-Investigators to develop presentations and present results to stakeholders and Funding Agency. Due 3rd Q 2015
 - 26) Draft papers for publication. Due 3rd Q 2015
 - 27) Plan follow-up studies. Due 3rd Q 2015
- 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 INTENTIONALLY.

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: 5/08/14

Rutgers, The State University of New Jersey:

Signature:

 Letitia Dean

~~Gassandra Burrows~~, Acting Assistant Director, ORSP
Grants and Contracts

Date: 6/4/14

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 (NJ DHS) 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 NJ DHS 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.

ATTACHMENT B

Cost Proposal/Final Budget

September 30, 2013 – August 15, 2015

Senior/Key Personnel		\$257,373
Other Personnel		\$115,445
NJMS: Other than Personnel Services		\$78,400
Biostatistics Core	\$48,000	
Data management consultant	\$14,400	
Mapping laboratory	\$4,000	
Field interviewers	\$12,000	
Indirect Cost		\$28,984
TOTAL BUDGET		\$480,202

ATTACHMENT C

Attachment C – Work Plan for Research Project - has been removed by MHB 01/28/2014
per OLRC review that it is unnecessary for this MOA

ATTACHMENT D

Attachment D – NJDOH EEOH Agreement for Release of Confidential Data files by Health Care Quality Assessment (HCQA) for years 2008-2013, Christina Tan, Agency Representative for NJDOH EEOH and Stella Tsai, Custodian of Files - has been removed by ST per review by CB re conflicts between Attachments D, E and F that were resolved which resulted in the removal of Attachment D 12/18/2013.

ATTACHMENT E

Agreement for Release of CONFIDENTIAL data
New Jersey Department of Health and Senior Services
Health Care Quality Assessment

Conditions for release of the New Jersey data files by Health Care Quality Assessment (HCQA) for the years: 2008-2013

A. I, Christina Tan, MD, MPH, representing NJDOH, EEOH, agree to observe the following conditions of use of the **CONFIDENTIAL** data file released to me or information derived from this file:

1. The file will only be used to accomplish the research project described in the attachment. Any other uses will be subject to prior written approval by HCQA.
2. None of these data files, or any file extracted or derived from these files will be released to any other organization or individual without prior written approval by HCQA.
3. No attempt will be made to identify any specific individuals or physicians using this file.
4. No attempt will be made to link information from any other source to individual records excepting when expressed authorization is received from the IRB/HCQA based on the proposed research project.
5. (Name of custodian) Amy Davidow, PhD, Rutgers-NJMS is the designated custodian of this file who will be responsible for observance of all conditions for data use, and for establishment and maintenance of security arrangements to prevent unauthorized use. Our agency will promptly notify HCQA of if custodianship of data is transferred to another comparable person within the organization.
6. No listing of information on individual records, individual level statistical tables or individual level research results, with or without identifiers, will be published or otherwise released by the holder of the file(s).
7. Subject to conditions 2 and 6, summary statistical and research results derived from these files may be published.
8. This release form pertains to the following files: UB Data

B. I understand that any violation of the above conditions may result in prosecution under all relevant State and Federal Laws.

[Signature]
Agency Representative

12/18/13
Date

[Signature]
Custodian of Files (if Different)

12-18-13
Date

Representative of HCQA

Date

ATTACHMENT F

DATA SHARING AGREEMENT

BETWEEN

THE NEW JERSEY DEPARTMENT OF HEALTH
POLICY AND STRATEGIC PLANNING
OFFICE OF VITAL STATISTICS AND REGISTRY

AND

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
(Insert Name of Agency, Division, Department or Program)

I. Purpose

This data sharing agreement (Agreement) sets forth the terms under which the NEW JERSEY DEPARTMENT OF HEALTH, hereinafter referred to as "NJDOH," agrees to share certain data with the **RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**, hereinafter referred to as "Requesting Agency." The purpose of this Agreement is limited to enabling the Requesting Agency to perform searches and print copies of vital records for specific clients.

The NJDOH official responsible for implementing this Agreement is the State Registrar over the Office of Vital Statistics and Registry, within Policy and Strategic Planning.

The Requesting Agency official responsible for implementing this Agreement is:

Name: Amy L. Davidow, Ph.D.

Title: Associate Professor

Program: New Jersey Medical School: Preventive Medicine & Community Health

II. Legal Authority

This Agreement is drafted in conformity with N.J.S.A. 26:8-62, et seq., the statute that authorizes the Requesting Agency to utilize NJDOH data to search and print copies of vital records for specific clients. The Statute requires the data to be used for official purposes by an agency of State or federal government.

III. Parties to the Agreement

The following are the parties to this Agreement:

- A. The New Jersey Department of Health, the state agency that maintains vital statistics data on New Jersey residents.
- B. **RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**, that will utilize the data.

IV. Definitions

The following terms used in this Agreement shall have the meanings set forth below:

- A. "Agreement" is this Data Sharing Agreement, including any amendments.
- B. "Disclose" or "Disclosure" refers to the release of data in accordance with the terms of this Agreement.

V. Responsibilities of the Parties

The parties shall have the following responsibilities in connection with the operation, management and administration of the project:

- A. Requesting Agency shall be responsible for:
 - 1. Maintaining forms properly executed by all Requesting Agency employees in which such employees acknowledge their understanding of the confidential nature of data, the standards and guidelines for the handling of such data as discussed in Section VII of this Agreement, and their obligation to comply with such standards and guidelines in carrying out their duties.
 - 2. Ensuring that internal security measures currently in place at the Requesting Agency comply with the confidentiality provisions set forth in the Agreement that are intended to prevent the unauthorized disclosure of this data.
 - 3. Cooperating with NJDOH if NJDOH is audited with regard to program confidentiality or if NJDOH is required to undergo a compliance review. This includes permitting site and record inspections related to program confidentiality during regular business hours by federal or state representatives.
- B. NJDOH shall be responsible for:
 - 1. Providing the Requesting Agency an as needed file of NJDOH data variables identified in the Agreement.

VI. Operation of this Agreement

The following describes how the Agreement shall operate, including how requests for NJDOH data are submitted and processed:

A. The following are the data elements required for this project:

- Death Certificate/Fetal Death Certificate

Access to confidential data is limited to only those variables necessary for the purpose of the project.

B. Description of proposed data use by Requesting Agency:

To study the impacts on health and mental health post-super storm Sandy in New Jersey

C. Data Linkage

The following are the data elements which the Requesting Agency intends to link:

- names, date of birth, gender, birthplace, municipality/city, zipcode, race/ethnicity,

Describe any linkage of requested data with any Agency, Division, Department or Program.

Census data

VII. Confidentiality/Restrictions on Use of Data

All parties to this Agreement recognize that confidentiality of the NJDOH data is of paramount importance and must be observed except where disclosure is allowed by this Agreement or by court order. All data exchange activity conducted through the Agreement will be conducted in a manner consistent with applicable State and Federal law. All such activity conducted by Requesting Agency will be performed in a manner consistent with the Privacy Act of 1974¹ and the Social Security Number Privacy Act of 2004². The parties agree to take all necessary steps to protect such privacy by complying with the following provisions that are applicable to their particular entity, in governing their handling of confidential information:

NOW THEREFORE, NJDOH and Requesting Agency mutually agree as follows:

A. Privacy and Confidentiality

1. Access to NJDOH's Office of Vital Statistics and Registry (OVSR) Personally Identifiable Information (PII) shall be restricted to only Requesting Agency workers who need the NJDOH PII to perform their official duties in connection with the administration of the Requesting Agency program.

¹ Pub. L. No. 93-579, § 7, 88 Stat. 1896, 1909 (1974), 5 U.S.C. § 552a, note (Disclosure of Social Security Number).

² Social Security Act § 205(c)(2)(C)(viii), 42 U.S.C. § 405(c)(2)(C)(viii).

2. Requesting Agency workers who access, disclose or use NJDOH PII in a manner or for a purpose not authorized by the Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
3. This Agreement applies to the following PII data elements identified in Section VI of this Agreement.

B. Use and Disclosure

The Requesting Agency shall use and disclose the PII only for the activity described in the Agreement. The Requesting Agency shall limit access to PII strictly to those individuals or classes of individuals who require access to perform the duties and responsibilities set forth in the Agreement.

C. Employee Training

Requesting Agency agrees to advise Requesting Agency workers who have access to OVSR PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, Requesting Agency shall:

1. Train employees and use reasonable measures to ensure their compliance with the requirements of this Agreement. Requesting Agency must train all workers who assist in the administration of the Requesting Agency on the use or disclose NJDOH PII; and take corrective action against such Requesting Agency workers who intentionally violate any provisions of the Agreement.
 - a. Provide privacy and security awareness training to each new Requesting Agency worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all Requesting Agency workers who assist in the administration of the Requesting Agency and use or disclose NJDOH PII.
 - b. Maintain records indicating each Requesting Agency worker's name and the date on which the initial privacy and security awareness training was successfully completed.
 - c. Retain training records to inspection for a period of three (3) years after successful completion of the training.

D. Confidentiality Statement

The Requesting Agency agrees to ensure that all Requesting Agency workers who assist in the administration of the Requesting Agency programs and use or disclose NJDOH PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Requesting Agency programs worker prior to access to NJDOH PII.

E. Physical Security

The Requesting Agency shall ensure that NJDOH PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The Requesting Agency agrees to safeguard NJDOH PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

1. Secure all areas of Requesting Agency facilities where Requesting Agency employees assist in the administration of the Requesting Agency programs use or disclose NJDOH PII. The Requesting Agency shall ensure that authorized individuals only access these secure areas with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
2. Issue Requesting Agency workers who assist in the administration of the Requesting Agency programs identification badges and require Requesting Agency workers to wear these badges at Requesting Agency facilities where NJDOH PII is stored and used.
3. Store paper records with NJDOH PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities, which are multi-use, meaning that, where Requesting Agency and non-Requesting Agency functions in one building in work areas that are not securely segregated from each other. The Requesting Agency shall have policies, which indicate that Requesting Agency workers are not to leave records (paper or electronic) with NJDOH PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.
4. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, viewing NJDOH PII.

F. Computer Security Safeguards

The Requesting Agency agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards:

1. Encrypt portable computer devices, such as but not limited to laptops and notebook computers that process and/or store NJDOH PII, with a solution of using a Requesting Agency product that is recognized as an industry leader in meeting the needs for the intended solution. The Requesting Agency shall use an encryption solution that is full-disk unless otherwise approved by NJDOH Information Security.
2. Encrypt workstations where NJDOH PII is stored using a Requesting Agency product that is recognized as an industry leader in meeting the needs for the intended solution.
3. Ensure that only the minimum necessary amount of NJDOH PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
4. Encrypt all electronic files that contain NJDOH PII when the file is stored on any removable media type device (i.e., USB thumb drives, floppies, CD/DVD, portable

hard drives, etc.) using a Requesting Agency product that is recognized as an industry leader in meeting the needs for the intended solution.

5. Ensure that all emails sent outside the OSC's e-mail environment that include NJDOH PII are sent via an encrypted method using a Requested Agency product that is recognized as an industry leader in meeting the needs of the intended solution.
6. Ensure that all workstations, laptops and other systems that process and/or store NJDOH PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.
7. Ensure that all workstations, laptops and other systems that process and/or store NJDOH PII have current security patches applied and up-to-date.
8. Ensure that all NJDOH PII is wiped from all systems and backups when the data is no longer legally required. The Requesting Agency shall ensure in writing that the wipe method conforms to the US Department of Defense standards for data destruction.
9. Ensure that any remote access to NJDOH PII is established over an encrypted session protocol using a Requested Agency product that is recognized as an industry leader in meeting the needs of the intended solution. The Requesting Agency shall ensure all remote access is limited to minimum necessary and least privilege principles.

G. System Security Controls

In order to comply with the following system security controls, Requesting Agency agrees to:

1. Ensure that all Requesting Agency systems containing NJDOH PII provide an automatic timeout after no more than 15 minutes of inactivity.
2. Ensure that all Requesting Agency systems containing NJDOH PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. Users shall be directed to log off the system if they do not agree with these requirements.
3. Ensure that all Requesting Agency systems containing NJDOH PII log successes, and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
4. Ensure that all Requesting Agency systems containing NJDOH PII user role-based access controls for all user authentications, enforcing the principle of least privileges.
5. Ensure that all Requesting Agency data transmissions over networks outside of the Requesting Agency's control are encrypted end-to-end using a Requesting Agency product that is recognized as an industry leader in meeting the needs for the intended

solution when transmitting NJDOH PII. The Requesting Agency shall encrypt NJDOH PII at the minimum of 256 bit AES or 3DES (Triple DES) if AES is unavailable.

6. Ensure that all Requesting Agency systems that are accessible via the Internet or store NJDOH PII actively use a comprehensive third-party real-time host-based intrusion detection and prevention program or are protected at the perimeter by a network based IDS/IPS solution.

H. Audit Controls

In order to comply with the following audit controls, Requesting Agency agrees to:

1. Ensure that all Requesting Agency systems processing and/or storing NJDOH PII have at least an annual system security review. The Requesting Agency review shall include administrative and technical vulnerability assessments.
2. Ensure that all Requesting Agency systems processing and/or storing NJDOH PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The Requesting Agency shall investigate anomalies identified by interviewing OSC workers and witnesses and taking corrective actions.
3. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose; each transaction shall be time and date stamped.
4. Investigate anomalies in NJDOH PII usage identified by Requesting Agency and report conclusions of such investigations and remediation to NJDOH.
5. Exercise management control and oversight, in conjunction with NJDOH, of the function authorizing individual user access to NJDOH PII and over the processing of issuing and maintaining access control numbers and passwords.
6. Ensure that all Requesting Agency systems processing and/or storing NJDOH PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

I. Notification of Breaches

The Requesting Agency agrees to:

1. Notify NJDOH immediately by telephone call or email upon the discovery of a breach of security of NJDOH PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or email of discovery of any suspected security incident, intrusion, loss or unauthorized use or disclosure of NJDOH PII in violation of this Agreement or the Identity Theft Law. The Requesting Agency shall submit the notification to the NJDOH Privacy Officer and the NJDOH Information Security Officer. If the incident

occurs after business hours or on a weekend or holiday and involves electronic NJDOH PII, the Requesting Agency shall notify NJDOH by calling the NJDOH's OITS Help Desk.

NJDOH Privacy Officer
c/o: Office of Legal and Regulatory Compliance
New Jersey Department of Health
P.O. Box 360, O/C 8th F
Trenton, NJ 08625
Email: privacy.officer@doh.state.nj.us
Telephone: (609) 984-2177

NJDOH Information Security Officer
c/o: Office of Information Technology Services
New Jersey Department of Health
P.O. Box 360, M&A 15th F
Trenton, NJ 08625
Email: iso@doh.state.nj.us
Telephone: NJDOH OITS Help Desk (609) 984-0224

2. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g., password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
3. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
4. Investigate the breach and produce a written breach report with ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed NJDOH PII; a description of where NJDOH PII is believed to have been improperly transmitted, sent, or used; a description of the probable cause of the breach; a detailed corrective active plan including measures that were taken to halt and/or contain the breach. The Requesting Agency shall submit the breach report to the NJDOH Privacy Officer and NJDOH Information Security Officer.
5. Notify individuals of the breach or unauthorized use or disclosure of NJDOH PII maintained by the Requesting Agency when notification is required under state or federal law. The Requesting Agency shall obtain the approval of the NJDOH Privacy Officer for the time, manner and content of any such required notifications. Requesting Agency shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of Requesting Agency. To the extent, such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of NJDOH, NJDOH shall be responsible for notifying individuals and the Requesting Agency shall not be responsible for any costs of notification. If there is any question as to whether NJDOH or the Requesting Agency is responsible for the breach, NJDOH shall issue a notice and NJDOH and the Requesting Agency shall

subsequently determine responsibility for purposes of allocating the costs of such notices.

VIII. Compliance by Requesting Agency Agents

The Requesting Agency shall require that any agents, including subcontractors, which assist the Requesting Agency in its Requesting Agency functions and to which Requesting Agency provides NJDOH PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of the Agreement into each subcontract or sub-award to such agents or subcontractors. NJDOH PII may only be used for the specific purpose described in this Agreement. Requesting Agency is not authorized to share the NJDOH PII received with any other program within the Requesting Agency.

A. Requesting Agency

1. No employee of the Requesting Agency may disseminate data received from NJDOH, except to other employees of the Requesting Agency specifically authorized to receive such data.
2. The Requesting Agency shall not extract or release information from data provided by the NJDOH for any purpose not stated in this Agreement.
3. The Requesting Agency shall retain the NJDOH data received from NJDOH for the period required to analyze the data for the study's purposes. At the end of the project, Requesting Agency will certify in writing that it has destroyed or returned all data files containing NJDOH PII.
4. Access to NJDOH data and to any records created from the data shall be restricted to only those employees of the Requesting Agency who need it in their official capacity to perform duties connected with implementation of this Agreement.
5. Requesting Agency personnel who will have access to NJDOH data shall be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance with such safeguards that are contained in federal and state laws. Prior to being able to have access to NJDOH data, such Requesting Agency personnel shall execute a form acknowledging their understanding of the confidential nature of the safeguards with which they must comply in their handling of such data. Requesting Agency personnel shall be advised of the fact that they may be liable to civil and criminal sanctions for improper disclosure of NJDOH data.
6. NJDOH data in written format shall be stored in an area that is physically safe from access by unauthorized persons at all times.
7. NJDOH data shall be processed so as to protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve such records by means of computer, remote terminal, or any other means.
8. NJDOH data obtained by the Requesting Agency through a request shall not be disclosed to third parties.

9. NJDOH data obtained by Requesting Agency through a request shall not be disclosed to related parties for purposes beyond the scope of intended use identified in this Agreement.
10. The Requesting Agency shall permit NJDOH and/or its designated representative to make onsite inspections during regular business hours for the purpose of conducting program audits or compliance reviews to assure that the Requesting Agency is complying with the confidentiality requirements described above. In accordance with this responsibility, the Requesting Agency shall make records applicable to this Agreement available to authorized persons for the purpose of inspection, review, and/or audit.

IX. Duration of Agreement

This Agreement shall become effective upon the signing of both parties and shall expire on June 30, 2014, unless otherwise terminated in accordance with this section. This Agreement may be terminated in one of the following ways:

- A. Upon mutual agreement of Requesting Agency and NJDOH at any time.
- B. Upon disclose of NJDOH PII Requesting Agency in violation of this Agreement.
- C. This Agreement may also be terminated immediately, upon written notice, should governing state or federal laws or regulations render performance hereunder illegal, impracticable, or impossible.

X. Entire Agreement

This Agreement, including any amendment executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. The Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

XI. Severability

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.

XII. Applicable Law

The terms of this Agreement shall be governed by the law of New Jersey.

XIII. Effective Date of Agreement

This Agreement shall take effect upon the date on which it is fully executed by all of the parties identified below, and shall continue in force and effect until June 30, 2014 unless terminated in accordance with the terms of the Agreement.

APPROVALS

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the parties hereto consent to the provisions of this Agreement.

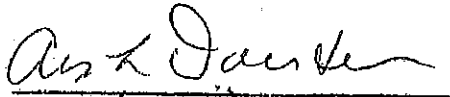
SIGNATURES

New Jersey Department of Health, Office of Vital Statistics and Registry

By: Vincent T. Arrisi Date: _____

Title: State Registrar

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

By:  Date: 12-18-13
Amy L. Davidow

Title: Associate Professor

ATTACHMENT G

DATA SHARING AGREEMENT

BETWEEN

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
NEW JERSEY MEDICAL SCHOOL (RUTGERS-NJMS)

AND

THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES (DMHAS)

I. Purpose

This data sharing agreement (Agreement) sets forth the terms under which the NEW JERSEY DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES hereinafter DMHAS, agrees to share certain data with the RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, NEW JERSEY MEDICAL SCHOOL (RUTGERS-NJMS). The purpose of this Agreement is limited to enabling RUTGERS-NJMS to determine the impact of Superstorm Sandy on mental health admissions over time and provide a report and recommendations regarding this impact, including how ongoing activities might be modified to mitigate adverse mental health outcomes in future disaster events.

The RUTGERS-NJMS official responsible for implementing this Agreement is Amy L. Davidow, Ph.D., Director, NJMS Biostatistics Core Facility, RUTGERS-NJMS. The DMHAS official responsible for implementing this Agreement is Lynn A. Kovich, Assistant Commissioner, Division of Mental Health and Addiction Services, Department of Human Services.

II. Legal Authority

- A. This Agreement is drafted in conformity with 45 CFR Parts 160 and 164, which permits the DMHAS to share data with RUTGERS-NJMS to enable compliance with the research protocols in 45 CFR 164.502 (d) and 45 CFR 514 which require the State to protect the privacy of personal health information.

III. Parties to the Agreement

The following are the parties to this Agreement:

- A. RUTGERS-NJMS is the co-principal investigator affiliated institution for the Centers for Disease Control and Prevention (CDC) Public Health Preparedness and Response Research to Aid Recovery from Hurricane Sandy Grant Number TP000564-01 and is tasked with the manipulation, analysis and reporting of DMHAS mental health data described in this Agreement.

- B. The DMHAS is the state agency responsible for maintaining data on admissions and discharges into and from the community public mental health system, utilization of its FEMA Crisis Counseling Program (CCP) funded through a grant (#1H07SM000355) from the Substance Abuse and Mental Health Administration (SAMHSA) and a research partner for the Centers for Disease Control and Prevention (CDC) Public Health Preparedness and Response Research to Aid Recovery from Hurricane Sandy Grant Number TP000564-01.

IV. Definitions

The following terms used in this Agreement shall have the meanings set forth below:

- A. "Agreement" is this Data Sharing Agreement, including any amendments.
- B. "Disclose" or "Disclosure" refers to the release of data in accordance with the terms of this Agreement.
- C. "Limited Data Set" refers to de-identified data that do not identify an individual and cannot reasonably be used to identify an individual's protected health information consistent with 45 CFR 164.514 (e). Specifically, the term refers to the Unified Services Transaction Form (USTF) data elements to be provided under Section VI (A)(2).

V. Responsibilities of the Parties

The parties shall have the following responsibilities in connection with the operation, management and administration of the project:

- A. RUTGERS-NJMS shall be responsible for:
1. Ensuring that internal security measures currently in place at DMHAS comply with the confidentiality provisions set forth in the Agreement that are intended to prevent the unauthorized disclosure of these data.
 2. Cooperating with DMHAS if DMHAS is audited with regard to program confidentiality or if DMHAS is required to undergo a compliance review. This includes permitting site and record inspections related to program confidentiality during regular business hours by federal or state representatives.
- B. DMHAS shall be responsible for:
1. Providing RUTGERS-NJMS with files of DMHAS data variables identified in the Agreement.
 2. Cooperating with RUTGERS-NJMS if RUTGERS-NJMS is audited with regard to program confidentiality or if RUTGERS-NJMS is required to undergo a compliance review. This includes permitting site and record inspections related to program confidentiality during regular business hours by federal or state representatives.

VI. Operation of this Agreement

The following describes how the Agreement shall operate, including how the submission of DMHAS data is processed:

A. The following are the data elements required for this project:

1. DMHAS through its Disaster and Terrorism Branch will provide the following data from both its Immediate Services Program (ISP) and Regular Services Program (RSP), with no data elements containing Protected Health Information (PHI):
 - Individual encounter data
 - Group encounter data
 - Weekly tally sheet data

RUTGERS-NJMS may not have contact with any of the agencies providing CCP services or their staff. They must also acknowledge the source of the data, specifically which data come from the New Jersey Hope and Healing Program funded through a grant (#1H07SM000355) from the Substance Abuse and Mental Health Administration (SAMHSA) for FEMA Crisis Counseling Assistance and Training Program Services (CCP) in response to Superstorm Sandy. Data collected for the program used OMB approved forms (#0930-0270 with expiration date of 5/31/2015).

2. DMHAS will provide the following data elements from its USTF:

- Zip Code
- County Code
- County of Service Provider
- Program Element (Type)
- Source of Reimbursement
- Referral Source
- Primary Presenting Problem
- Sex
- Race/Ethnicity
- Month and Year of Birth
- Admission Date (1st Face-to-Face Contact)
- Level of Functioning
- Marital Status
- Handicapping Conditions
- Principal Diagnosis
- Secondary Diagnosis (if data are mostly complete)
- Physical Diagnosis (if data are mostly complete)

Access to confidential data is limited to only those variables necessary for the purpose of the project and constitutes a limited dataset to be used for research purposes.

B. Description of proposed data use:

1. DMHAS through its Disaster and Terrorism Branch will supply ISP and RSP databases in electronic form (Excel spreadsheets) containing individual and group encounter data and weekly tally sheets for use by RUTGERS-NJMS in analyzing and reporting how use of crisis counseling services changed during and following Superstorm Sandy. These datasets contain no PHI. Other analyses or uses of the data are subject to the approval of the Program Management Officer (for CCP data).

2. DMHAS shall supply databases in encrypted electronic form containing the specified USTF data elements for each fiscal year from 2012-2014 for use by RUTGERS-NJMS in analyzing and reporting how Superstorm Sandy has affected the community public mental health system, particularly admissions to public mental health services in Sandy-affected zip codes or counties over time, including diagnoses, primary presenting problems, referral sources, demographic characteristics, and level of functioning. These datasets constitute limited datasets provided for purposes of research. Other analyses or uses of the data are subject to the approval of the Program Management Officer (for the USTF).

VII. Confidentiality/Restrictions on Use of Data

All parties to this Agreement recognize that confidentiality of the DMHAS data is of paramount importance and must be observed except where disclosure is allowed by this Agreement or required by court order. All data exchange activity conducted through the Agreement will be conducted in a manner consistent with applicable State and Federal law. The parties agree to take all necessary steps to protect such privacy by complying with the following provisions that are applicable to their particular entity, in governing their handling of confidential information: The HIPAA privacy rule 45 CFR Parts 160 and 164. Specifically, all parties must agree with the following consistent with 45 CFR 164.514 (e)(1):

- To not use or disclose information from the data except as stipulated in this Agreement.
- To establish appropriate computer security safeguards, system security controls and audit controls to prevent use or disclosure of information from the data other than as stipulated in the Agreement.
- To report to DMHAS any breach of privacy or confidentiality, i.e., use or disclosure of data not stipulated in the Agreement.
- To ensure that any entities to whom the limited data set is provided also comply with the relevant restrictions and conditions.

NOW THEREFORE, RUTGERS-NJMS and DMHAS mutually agree as follows:

A. Privacy and Confidentiality

1. Access to DMHAS CCP data and USTF limited data set shall be restricted to qualified, RUTGERS-NJMS research staffs that need the DMHAS CCP data and USTF limited dataset to perform the research specified in this Agreement.
2. RUTGERS-NJMS workers, who access, disclose or use DMHAS CCP data and USTF limited data set in a manner or for a purpose not authorized by the Agreement, may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
3. This Agreement applies to the CCP data and USTF data elements identified in Section VI of this Agreement.

B. Use and Disclosure

RUTGERS-NJMS shall use and disclose the limited data set only for the activity described in the Agreement. RUTGERS-NJMS shall limit access to the limited data set strictly to the

individuals who require access to perform the duties and responsibilities set forth in the Agreement. A DMHAS employee shall be permitted to be present as necessary at all times when the electronic data are in the possession of RUTGERS-NJMS and to observe the use of the data as appropriate.

C. Physical Security

RUTGERS-NJMS and DMHAS shall ensure that the DMHAS limited data set is used and stored in an area that is physically safe from access by unauthorized persons during its transport from DMHAS to RUTGERS-NJMS and at all times it is in the possession of any of their employees. RUTGERS-NJMS agrees to safeguard DMHAS CCP data and USTF limited data set from loss, theft, or inadvertent disclosure and shall use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing DMHAS CCP data and the USTF limited data set.

D. Notification of Breaches

RUTGERS-NJMS agrees to:

1. Notify DMHAS immediately by telephone call or email upon the discovery of a breach of security of the DMHAS limited data set in computerized form if the limited data set was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or email of discovery of any suspected security incident, intrusion, loss or unauthorized use or disclosure of the DMHAS limited data set in violation of this Agreement or the Identity Theft Law. RUTGERS-NJMS shall submit the notification to the DMHAS Privacy Officer and the DMHAS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic DMHAS limited data set, RUTGERS-NJMS shall notify DMHAS by emailing the DMHAS's IT Help Desk.

Lisa Ciaston, DMHAS Privacy Officer
c/o: Office of Legal and Regulatory Liaison
Division of Mental Health Services, New Jersey Department of Human Services
222 South Warren Street
Trenton, NJ 08625
Email: lisa.ciaston@dhs.state.nj.us
Telephone: (609) 777-0694

DMHAS Information Security Officer
c/o: Office of Information Technology Services
New Jersey Department of Human Services
222 South Warren Street
Trenton, NJ 08625

Email: <https://dmhas.dhs.state.nj.us/ITR/>

2. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how

the data were physically stored, contained, or packaged (e.g., password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.

3. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
4. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed DMHAS limited data set; a description of where DMHAS limited data set is believed to have been improperly transmitted, sent, or used; a description of the probable cause of the breach; a detailed corrective active plan including measures that were taken to halt and/or contain the breach. RUTGERS-NJMS shall submit the breach report to the DMHAS Privacy Officer and DMHAS Information Security Officer.
5. Notify individuals of the breach or unauthorized use or disclosure of DMHAS limited data set maintained by RUTGERS-NJMS when notification is required under state or federal law. RUTGERS-NJMS shall obtain the approval of the DMHAS Privacy Officer for the time, manner and content of any such required notifications. RUTGERS-NJMS shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of RUTGERS-NJMS. To the extent, such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DMHAS, DMHAS shall be responsible for notifying individuals and the RUTGERS-NJMS shall not be responsible for any costs of notification. If there is any question as to whether RUTGERS-NJMS or the DMHAS is responsible for the breach, DMHAS shall issue a notice and RUTGERS-NJMS and the DMHAS shall subsequently determine responsibility for purposes of allocating the costs of such notices.

VIII. Duration of Agreement

This Agreement shall become effective upon the signing of both parties and shall expire upon conclusion of the study, unless otherwise terminated in accordance with this section. This Agreement may be terminated in one of the following ways:

- A. Upon mutual agreement of DMHAS and RUTGERS-NJMS at any time.
- B. Upon disclosure of DMHAS limited data set by RUTGERS-NJMS in violation of this Agreement.
- C. If governing state or federal laws or regulations render performance hereunder illegal, impracticable, or impossible.

X. Entire Agreement

This Agreement, including any amendment executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the

subject matter contained herein, including all the terms and conditions of the parties' agreement. The Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

XI. Severability

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.

XII. Applicable Law

The terms of this Agreement shall be governed by the laws of New Jersey.

XIII. Effective Date of Agreement

This Agreement shall take effect upon the date on which it is fully executed by all of the parties identified below.

APPROVALS

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the parties hereto consent to the provisions of this Agreement.

SIGNATURES

RUTGERS-NJMS

By: _____ Date: _____
Amy L. Davidow, Ph.D.

Title: Director, NJMS Biostatistics Core Facility, New Jersey Medical School, Rutgers, The State University of New Jersey

DMHAS

By: _____ Date: _____
Lynn A. Kovich

Title: Assistant Commissioner for Mental Health and Addiction Services, New Jersey Department of Human Services

ATTACHMENT H



State of New Jersey
DEPARTMENT OF HEALTH
INSTITUTIONAL REVIEW BOARD

PO BOX 360
TRENTON, N.J. 08625-0360
866-780-4121 FAX: 609-984-4629

www.nj.gov/health

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

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

INSTITUTIONAL REVIEW BOARD
LETTER OF APPROVAL (Conditional approval)

October 31, 2013

Project ID Number:	#0452
Project Title:	Impacts on Health and Mental Health post-Superstorm Sandy, New Jersey (Part 1)
Principal Investigator:	Christina Tan, MD
Affiliation:	New Jersey Department of Health, Division of Epidemiology, Environmental, and Occupational Health (NJDOH/DEEOH)
Investigators:	Amy Davidow, PhD; Stella Tsai, PhD; Pauline Thomas, MD
Research Personnel:	Soyeon Kim, Mangala Rajan, Marian Passannante, Elizabeth Marshall, Petros Levounis, Joanna Burger, Michael Gochfeld, Christian Jeitner, Francis Kemp
Funding Agency:	CDC
Performance Site(s):	Rutgers University, New Jersey Medical School, Newark NJ

Type of Review: Convened Meeting Expedited [Category: 5]
 Initial Continuing Modification (See Stipulation #1)
Level of Risk: Minimal Greater than Minimal

Project Initial Approval Date: October 31, 2013

Project Continuing Review Approval Date(s):

Project Current Expiration Date: October 30, 2014

Stipulations:

1. **Modification(s):**

2. **Conditions:**

- (a) OC-41 forms signed by the Rutgers HPA must be received by the NJDOH IRB for all Rutgers study personnel.

- (b) Fully executed data use agreements must be signed by NJDOH HCQA for UB data and OVSR for death certificate data and submitted to the NJDOH IRB before data will be released.
- (c) Approval is granted for the investigators to proceed with Specific Aim 1 and Aim 2, while Specific Aim 3 (ethnographic interviews) is being developed. A modification application will need to be submitted to the NJDOH IRB for approval to proceed with Aim 3.

3. **Recruitment and Consent Process:**

The requirement to obtain informed consent has been waived pursuant to Federal regulations for the protection of human subjects at Title 45, Part 46.116(d).

4. **Consent Process Documentation:**

Waived

5. **Data:**

Approval is granted for the use of confidential 2008-2013 hospital and emergency department data (obtained from NJDOH HCQA) and confidential death certificate data (obtained through NJDOH OVSR) per the respective data use agreements. Approval is also granted for use of the 2014 NJBRFS survey data when it is available.

6. **Documents:**

- o NJDOH IRB-1, Application for Initial Review, 10/7/2013
- o Protocol
- o OC-37
- o Attachment 4, Data Handling Procedures, Security Measures, and Disposition
- o Notice of Grant Award (CDC)
- o Data Use Agreements for UB data (Tan, Davidow); Data Sharing Agreement between OVSR and RU (both need to be fully executed)
- o Rutgers Policies Section 10.1.8 and Section 90.2.11
- o CITI, CV, and OC-41 for Tan, Davidow, Thomas, Tsai, Kim, Rajan, Passannante, Marshall, Levounis, Burger, Gochfeld, Jeitner, & Kemp

7. **Number of Research Subjects:**

Approximately 10,000, no age restrictions.

8. **Vulnerable Populations:**

While children are specifically included in the data analysis, their inclusion exposes them to no additional risk. The risk associated with this project is minimal, and is due to potential breach of confidentiality. The requirement to obtain informed consent has been waived pursuant to Federal regulations for the protection of human subjects at Title 45, Part 46.116(d).

9. **Complaints:**

Complaints made by research subjects or others must be reported verbally by the principal investigator to the Institutional Review Board at 609-633-9032 within twenty-four (24) hours, with submission of a written report within three (3) business days.

10. **Harm to Research Subjects:**

Adverse events or unanticipated problems involving risks to research subjects or others must be reported verbally by the principal investigator to the Institutional Review Board at 609-633-9032 within twenty-four (24) hours, with submission of a written report within three (3) business days.

11. Modifications:

Changes to this research project may not be implemented without the IRB's prior written approval unless the change is necessary to eliminate an apparent immediate hazard to research subjects – modifications made under such circumstances must be reported verbally by the principal investigator to the Institutional Review Board at 609-633-9032 within twenty-four (24) hours, with submission of a written report within three (3) business days.

12. Renewal:

It is the principal investigator's responsibility to submit an application for continuing review at least forty-five (45) days prior to the expiration date stated above.

13. Oversight:

The Department and the IRB have the right to, among other things: 1) obtain information, documentation, data and records, in all forms, directly from investigators and research personnel, and 2) observe the performance of research activities, including the recruitment and consent process. These oversight activities are not subject to the review, discretion or approval of the institution, principal investigator, or any other individual, and may be conducted without notice.



Bretta Jane Jacquemin, MPH
Chair, Institutional Review Board
New Jersey Department of Health

cc: Stella Tsai, PhD, Research Scientist, Communicable Disease Service, NJDOH, Trenton, NJ
Amy Davidow, PhD, Associate Professor, Dept of Preventative Medicine & Community Health, NJMS, Newark, NJ
Pauline Thomas, MD, Associate Professor, Dept of Preventative Medicine & Community Health, NJMS, Newark, NJ
Abate Mammo, PhD, Program Manager, Office of Health Care Quality Assessment, NJDOH, Trenton, NJ
Vincent Arrisi, State Registrar, Office of Vital Statistics and Registry, NJDOH, Trenton, NJ
Kenneth O'Dowd, PhD, BRFSS Coordinator, Center for Health Statistics, NJDOH, Trenton, NJ