

CHRIS CHRISTIE Governor

KIM GUADAGNO Lt. Governor TRENTON, N.J. 08625-0360

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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

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

### FOR

RESEARCH TO AID RECOVERY FROM SUPERSTORM SANDY UNDER NIOSH COOPERATIVE AGREEMENT (1 U01 OH010622-01)

WHEREAS, the Sandy Recovery Improvement Act of 2013, which is included in the Disaster Relief Appropriations Act of 2013, <u>P.L.</u> 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 New Jersey Department of Health (NJDOH) entered into a cooperative agreement with the National Institute of Occupational Safety and Health (NISOH), Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services, entitled, "Evaluating the Needs, Knowledge and Health Impacts of Three Worker Populations During and After Super-storm Sandy" (1 U01 OH010622-01), effective September 30, 2013 to September 29, 2015 (NIOSH Cooperative Agreement); and

WHEREAS, NJDOH seeks the professional services of Rutgers, The State University of New Jersey, School of Public Health (RU—SPH), to conduct a research project to study the public health impact of Superstorm Sandy pursuant to the NIOSH Cooperative Agreement; 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. 26:1A-15, NJDOH is authorized to work in concert with federal, State, and local agencies about matters affecting public health; and

**WHEREAS**, pursuant to <u>N.J.S.A.</u> 18A:64M-2 & 18A:65-95, RU, 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, NJDOH and RU-SPH wish to conduct a research project concerning the work-related injuries and illnesses experienced by first responders, Red Cross volunteers, and tree care workers who provided assistance during the disaster in accordance with the terms of the NIOSH Cooperative Agreement; and

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

http://nj.gov/comptroller/sandytransparency/contracts/sandy/. This Memorandum of Agreement (MOA) is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the MOA on the Sandy Transparency website. NOW. THEREFORE. THE PARITIES HERETO AGREE AS FOLLOWS:

I. UNDER THIS AGREEMENT, NJDOH IS HEREAFTER REFERRED TO AS THE "FUNDING AGENCY" AND RU—SPH IS HEREAFTER REFERRED TO AS THE "SERVICE PROVIDER AGENCY, " EACH REFERRED TO AS A "PARTY" AND COLLECTIVELY REFERRED TO AS THE "PARTIES."

### II. OBLIGATIONS AND RIGHTS OF FUNDING AGENCY

### (A.) Funding Agency Obligations

1. The Funding Agency shall provide funding to RU—SPH in an amount not to exceed \$373,015 over the term of this Agreement. Payment is contingent upon the satisfactory delivery of services as described herein at 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 shall be made in accordance with the provisions

- of Attachment A, Section I. 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 Agreement to ensure that services are being provided in accordance with Section III.(A.), which establishes the work products to be completed and the time frame for completion. All financial, performance and MOA monitoring requirements are set forth in Attachment A, Sections II, III and IV.
- 3. The Funding Agency shall provide office space for RU—SPH staff in a NJDOH office located at 135 East State Street, Trenton, NJ, together with sufficient computer and other equipment necessary to complete project activities.
- 4. The Funding Agency shall provide organizational support and project supervision through the Environmental and Occupational Health Surveillance Program in the Division of Epidemiology, Occupational and Environmental Health.

### (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.
- c. The Funding Agency shall have the right to edit said work product and shall further have the right to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.
- d. The Funding Agency shall determine compliance with the Open Public Records Act (N.J.S.A. 47:IA-1) as it pertains to work product provided by the Agency.

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

### (A.) Service Provider Agency's Obligations

- The Service Provider Agency agrees to provide services in accordance with Section III.(A.)4, which establishes the service deliverables this agency must perform, in accordance with the established time frames established for each item in Section III.(A.)5.
   The Service Provider Agency will adhere to the budget requirements as detailed in the approved cost proposal in Attachment B.
- 2. The Service Provider Agency agrees to submit expenditure, progress and final reports and State of New Jersey invoices in accordance with Attachment A.
- 3. The Service Provider Agency agrees to maintain all records for a period of seven years.
- 4. <u>Services to be Provided.</u> 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 indicated below:
  - a. Expert consultation in epidemiology and statistics on adverse work-related health outcomes, data collection, statistical analysis, time-series analysis, analysis of major changes over time, and evaluation of effect modification associated with the onset and aftermath of Superstorm Sandy.
  - b. Expert consultation in data analysis on the use of a linked data set based on emergency department visits, hospitalization, and death certificate data to estimate the extent and characteristics of work-related traumatic injuries and acute illnesses associated

with the onset and aftermath of Superstorm Sandy over time.

- i. Data sets for this service deliverable will be accessed from the following information systems:
  - 1) NJDOH Occupational Surveillance Data;
  - 2) Hospital Discharge and Emergency Discharge Data;
  - 3) Death Certificate Data:
  - 4) New Jersey Office of Emergency Medical Service Electronic Patient Care Reporting Data;
  - 5) New Jersey Poison Information and Education System; and
  - 6) EpiCenter (Syndromic Surveillance).
- ii. The Service Provider agrees that its use of confidential data will conform to NJDOH and RU—SPH IRB approval requirements.
- c. Expert survey consultation on the development of a focus group guide and on conducting ethnographic focus groups among the following three target worker groups:
  - i. Emergency responders;
  - ii. Tree care company employer representatives and/or employees; and
  - iii. Red Cross volunteer workers.
- d. Expert health promotion and education consultation on the development and implementation of surveys to the following three target worker groups present during various stages of Superstorm Sandy:
  - i. Emergency responders;
  - ii. Tree care company employer representatives and/or employees; and
  - iii. Red Cross volunteer workers.
- 5. <u>Time Frame for Performance of Service Deliverables</u>. The Service Provider Agency agrees to complete the service deliverables indicated in Section III(A)4 above in accordance with the following time frame:
  - a. Completed by 9/30/2014: Specific Aim 1 (Data):
    - i. Complete analysis plan;
    - ii. Request data from units within NJDOH and other agencies;
    - iii. Confirm data receipt and completeness;
    - iv. Clean and code health outcomes;
    - v. Assess work-related coding;
    - vi. Assess data quality;
    - vii. Link datasets:
    - viii. Conduct initial analysis; and

- ix. Prepare first annual report.
- b. Completed by 9/30/2014 : Specific Aim 2 (Focus Group/Survey)
  - i. Conduct additional literature reviews:
  - ii. Set up subcommittee to create protocol/plan for the development of the focus group and survey;
  - iii. Develop focus group guide;
  - iv. Begin development of survey;
  - v. Finalize focus group guide for EMS, Tree Care Employers/Employees, Red Cross Volunteers;
  - vi. Send out letters of invitation to target population;
  - vii. Enroll focus group participants;
  - viii. Conduct 5 focus groups;
  - ix. Conduct initial analysis of data; and
  - x. Prepare first annual report.
- c. Completed by 8/31/2015: Specific Aim 1 (Data):
  - i. Develop and implement statistical modeling:
  - ii. Test models to correct for errors and gaps identified through comparisons with exploratory datasets;
  - iii. Develop reports on trends;
  - iv. Conduct final data analysis;
  - v. Prepare summary tables;
  - vi. Finalize comparative analysis;
  - vii. Develop presentation and present results to stakeholders and Funding Agency; and
  - viii. Draft final report.
- d. Completed by 8/31/2015: Specific Aim 2 (Focus Group/Survey)
  - Finalize survey for EMS, Tree Care Employers/Employees, Red Cross Volunteers;
  - ii. Finalize the overall lists of the three target groups in preparation for sampling;
  - iii. Finalize focus group analyses to develop and/or refine survey instrument items;
  - iv. Administer the survey;
  - v. Conduct initial survey analysis;
  - vi. Develop summary report;
  - vii. Finalize survey analysis; and
  - viii. Draft final report.

### **IV. GENERAL PROVISIONS**

- (A.) During the term of this Agreement, both Parties shall comply with all federal, State and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement. The award of funds is based on the Service Provider Agency's submission, and the Funding Agency's acceptance, of Attachment B, Cost Proposal/Final Budget, which is incorporated herein by reference.
- (B.) Each Party shall maintain accurate books and records of all disbursements, funds received, funds spent, and funds available as a result of this Agreement.
- (C.) Each Party is an independent entity and neither party shall hold itself out as an agent, partner or representative of the other.
- (D.) Failure by either Party to exercise any right, or demand performance of any obligation under this Agreement, shall not be deemed a waiver of such right or obligation.
- (E.) 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 be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- (F.) This Agreement may not be assigned without the prior written consent of the Funding Agency.
- (G.) The laws of the State of New Jersey govern this Agreement.
- (H.) This Agreement may be modified in accordance with the provisions set forth at Attachment A, Section III.
- (I.) The Parties recognize and agree that this Agreement is expressly contingent upon the availability of funds to the Funding Agency from State and federal revenue or other such funding sources as may be applicable. The Funding Agency shall not be held liable for any termination of this Agreement due to the absence of available funding.
- (J.) The Funding Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work developed under the Agreement.
- (K.) The Parties agree that all data resulting from this Agreement are to be

- considered confidential and shall be used solely for the purposes as outlined above. The Parties agree to use reasonable care to protect the confidentiality of the data in accordance with all applicable laws.
- (L.) Any research resulting from this Agreement that is subject to the Institutional Review Boards of either Party shall be confidential. Each Party is responsible for adhering to the rules of its Institutional Review Board, which are incorporated hereto by reference.

### V. 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 September 29, 2015. A portion of this MOA may be retroactive and all Parties agree to comply with the terms and conditions of the MOA as of the effective date. No party shall incur any penalty as a result of the retroactive period.
- (B) This Agreement may be terminated by either party with or without cause upon 30 days advance written notice.
- (C) Notice of termination shall be delivered via U.S. mail, return receipt requested, and shall be effective upon receipt. Notice shall be sent to the appropriate contact person identified at Section VI.
- (D) Upon the issuance of notice of termination by the Service Provider Agency, or upon receipt by the Service Provider Agency of the Funding Agency's notice of termination, all unexpended funds appropriated by the Funding Agency to the Service Provider Agency, in any account whatsoever shall be immediately returned to the Funding Agency through the contact person identified at Section VI. without any further assessment or expenditure except as specifically approved by the Funding Agency in writing.

### VI. PRINCIPAL CONTACTS

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

For the New Jersey Department of Health:

Program Management Officer
Joseph Eldridge, MPH, Director

Consumer, Environmental and Occupational Health Service New Jersey Department of Health

PO Box 369

Trenton, NJ 08625-0369

Phone: 609-826-4920 Fax: 609-826-4980

E-mail: joe.eldridge@doh.state.nj.us

### Fiscal Officer

Cynthia Schillaci, Administrative Analyst 1
Consumer, Environmental and Occupational Health Service
New Jersey Department of Health
PO Box 369

Trenton, NJ 08625-0369

Phone:609-826-4920 Fax:609-826-4980 E-mail: cynthia.schillaci@doh.state.nj.us

## For Rutgers, The State University of New Jersey, School of Public Health:

### Program Management Officer

George G. Rhoads, MD, MPH, Interim Dean Rutgers, The State University of New Jersey School of Public Health 683 Hoes Lane West, Room 235 Piscataway, NJ 08854

Phone: 732-235-9700 Fax: 732-235-9755

E-mail: rhoads@sph.rutgers.edu

### Fiscal Officer

Melanie Smith-Pasternak, Business Manager Rutgers, The State University of New Jersey School of Public Health 335 George St., Suite 2200 P.O. Box 2688 New Brunswick, NJ 08903

Phone: 732-235-9735 Fax: 732-235-9770 E-mail: melanie.smithpasternak@rutgers.edu

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

**New Jersey Department of Health:** 

Signature:	Hote (h)	L-1
	Arturo Brito, MD, MPH	1 1/4

Deputy Commissioner Public Health Services

Date: 0/ 29/14/

Rutgers, The State University of New Jersey, School of Public Health:

Signature: Casandra Burrows

Acting Assistant Director Research & Sponsored Programs

Date: 3/5/14

THIS SPACE IS LEFT BLANK INTENTIONALLY.

#### ATTACHMENT A

Attachment A is hereby incorporated by reference into the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and Rutgers, The State University of New Jersey, School of Public Health (RU—SPH) entitled, "Research to Aid Recovery from Hurricane Sandy Under NIOSH Cooperative Agreement (1 U01 OH010622-01)" (MOA).

### I. Method of Payment

NJDOH must make cost reimbursement payments to RU—SPH on a quarterly basis.

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

- A. RU—SPH must submit expenditure reports no later than 30 days after the end of each quarter. The final expenditure report and State of New Jersey invoices must be received by NJDOH on or before September 15, 2015.
- B. RU—SPH must submit performance reports in the form specified by NJDOH on a quarterly basis.
- C. NJDOH shall monitor performance of RU—SPH obligations as set forth in Section III. of the MOA on a quarterly basis.

### III. Modifications to the Agreement

The MOA and Attachments A, B and C represent the entire Agreement between the parties and shall not be amended except by the expressed written consent of both parties under the circumstances set forth below.

- 1. Extensions of time may not be made to the MOA.
- 2. Budget revisions may not be made to the MOA.
- 3. Modifications to Subsection III of the MOA, regarding service deliverables to be performed under Section III.(A.) may be made with the approval of the Program Management Officers identified in Section VI.

### IV. Special Conditions

Project must be completed on or before September 29, 2015.

### V. Multi-Year Agreements

The MOA is for a period from September 30, 2013 through September 29, 2015, and authorization is approved for that period of time.

### ATTACHMENT B

Cost Proposal/Final Budget
Research to Aid Recovery from Hurricane Sandy
Under NIOSH Cooperative Agreement (1 U01 OH010622-01)
September 30, 2013 through September 29, 2015

* Project Role	Base Salary (\$)	Cal. Months	Acad. Months	and book attended for the	* Requested Salary (\$)	* Fringe Benefits (\$)	* Funds Requested
Co-Investigator	101,920.00	2.40			20,588.00	9,470.00	20,058.00
Survey Coordinator	80,000.00	19.20			130,000.00	59,800.00	189,800.00
Statistician	118,028.00	1.20			11,923.00	5,484.00	17,407.00
Data Analyst	56,906.00	4.80			22,990.00	10,575.00	33,565,00
					Total Se	nior/Key Person	270,830.00

* Number of Personnel		* Project Role	Cal. Months	Acad. Months		* Requested Salary (\$)	* Fringe Benefits (\$) *	Funds Request
	Post Doctoral Associates							
	Graduate Students							
	Undergraduate Students							W. Harry
	Secretarial/Clerical							
1	Research Assistant-Data		7.20			13,650.00	1,044.00	14,694.00
1	Research Assistant-Survey		24.00			45,500.00	3,481.00	48,981.00
						Tetha:		
2	Total Number Other Personnel					Total	Other Personnel	63,675.00
			Total 5	Salary, 1	<b>Nages</b>	and Fringe B	enefits (A+B)	334,505.00

D. Travel

1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)

2. Foreign Travel Costs

Total Travel Cost

3,600.00

F. (	Other Direct Costs			Funds Requested (\$)
1.	Materials and Supplies			1,000.00
2.	Publication Costs			
3.	Consultant Services			
4.	ADP/Computer Services			
5.	Subawards/Consortium/Contractual Costs			
6.	Equipment or Facility Rental/User Fees			
7.	Alterations and Renovations			
8.				
9.				
10.				
G.	Direct Costs	Total Direct (	Costs (A thru F)	Funds Requested (\$)
н.	Indirect Costs Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	* Funds Requested (\$)
1.	Salary	10.00		33,910.00
2.				
3.				
4.				
		Tota	I Indirect Costs	33,910.00
Co	gnizant Federal Agency			
(Ag	ency Name, POC Name, and POC Phone Number)			
I. T	otal Direct and Indirect Costs Total Direct and Indirect	Institutional Costs	(G + H)	Funds Requested (\$)
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### ATTACHMENT C

### **Data Confidentiality Agreement**

This Data Confidentiality Agreement (Agreement) is hereby incorporated by reference to the Memorandum of Agreement (MOA) between the New Jersey Department of Health (NJDOH) and Rutgers, The State University of New Jersey-RBHS School of Public Health (Rutgers-SPH), entitled, "NIOSH COOPERATIVE AGREEMENT FOR RESEARCH TO AID RECOVERY FROM SUPERSTORM SANDY (1 U01 OH010622-01)."

In accordance with New Jersey and federal statutes, regulations, procedures and policies, I understand that my access to personally identifiable data, information, and records (collectively referred to as "personally identifiable information") maintained by NJDOH in manual and automated storage systems for (collectively referred to as "NJDOH Information Systems") is limited to my need for the personally identifiable information in the performance of my obligations under the MOA.

Under the terms of the above referenced MOA and for the purposes set forth therein at Section III.(A.)4., NJDOH hereby authorizes:

Elizabeth Marshall, l	PhD, Faculty, Department of Epidemiology of Rutgers School of	ŕ
Public Health	, (NAME AND TITLE)	

to access the following NJDOH Information Systems:

- 1. NJDOH Occupational Surveillance data:
- 2. Hospital Discharge (HD) and Emergency Discharge (ED) Data;
- 3. Death Certificate Data:
- 4. New Jersey Office of Emergency Medical Services (NJOEMS) Electronic Patient Care Reporting data;
- 5. New Jersey Poison Information and Education System (NJPIES) and;
- 6. EpiCenter (Syndromic Surveillance)

By my signature below, I affirm that I have been advised of, understand, and agree to the following terms and conditions of my access to personally identifiable information contained in Information Systems.

- 1. I will use my authorized access to NJDOH Information Systems, identified above only in the performance of my obligations set forth in the MOA Section III.(A.)4.
- I will comply with all controls established by NJDOH regarding the use of personally identifiable information maintained within NJDOH Information Systems.

- 3. I will not disclose personally identifiable information to unauthorized persons without written authorization of the personally identifiable information owner, except as permitted under applicable State or federal law.
  - a. I understand and agree that my duty to avoid such disclosure will continue even after I have fulfilled my obligations under the MOA and will exist irrespective of the expiration or termination of the MOA.
- 4. I will exercise care to protect personally identifiable information against accidental or unauthorized access, modifications, disclosures, or destruction.
- 5. When discussing personally identifiable information with other employees in the course of my work, I will exercise care to keep the conversation private so as not to be overheard by others who are not authorized to have access to personally identifiable information.
- 6. I will not access or use any data from NJDOH Information Systems for any purpose that is not set forth with specificity in the MOA at Section III.(A.)4. without the written approval of the NJDOH representative designated in Section VII of the MOA.
- 7. I agree to maintain the physical safeguards listed below for all paper copies of disease reports, laboratory results, case investigations, e-mails, facsimiles, etc., containing personally identifiable information that I access during the workday.
  - a. Before stepping away from my desk, I will place all such documents in a folder;
  - b. At the end of each work day, I will file and store all such documents a.in a locked filing cabinet; and
  - c. I will not remove any such documents from my NJDOH work place.
- 8. I will store all work documents and data extracts from any NJDOH electronic database only on NJDOH network drives.
  - a. I will not store any personally identifiable information on local hard drives, non-NJDOH network drives, or non-NJDOH computers, USB keys, or removable media (collectively referred to as "Devices") under any circumstances.
  - b. I will not transfer any personally identifiable information maintained on Information Systems to any Device.
- 9. I will use only unique identifiers for analysis relevant to the particular Information Systems accessed.

- a. I will never use personally identifiable information in an unencrypted e-mail communication for any reason;
- b. Unique Identifiers, at minimum, may be as follows:
  - i. CDRSS Database: Case ID Number
  - ii. NJIIS ID Number: or
  - iii. Medical Record Number
- c. I acknowledge that, in most cases, a zip code or municipality-, or county-, level data would be sufficient for analysis.
  - i. In the event I am unable to communicate effectively with local public health department personnel or health care providers using anything other than personally identifying information for identification, I will convey such information, as a means of last resort, in the following order:
    - 1) Telephone; or
    - 2) Secure facsimile
      - a) Only during regular business hours; and
      - b) Only by confirming by telephone:
        - i) The fax transmittal number of the intended recipient prior to sending; and
        - ii) Transmission was received by the intended recipient.
- 10. I will not keep multiple copies of a database on the NJDOH network drives.
- 11.1 am to use my State email address whenever doing work pursuant to this MOA at Section III.(A.)4..
  - a. All email communications using my State email address are government records subject to disclosure under the Open Public Records Act (N.J.S.A. 47:1A-1).
- 12. I will always log out of any electronic database that I am using at the completion of my work. For added safety, I will close the browser window.
- 13. I will never share my password with anyone, including NJDOH staff. I understand that each authorized individual must be assigned his/her own user-ID and password.
- 14. I will not store user-IDs or passwords on computers. I will disable any utility for storing user-IDs and passwords on the computer and will request DOH IT staff assistance if needed.

### Acknowledgement and Agreement

I have read the above Data	Confidentiality Agreement.	I understand the	content and
intent of this Agreement and	d agree to abide by it.		

Signature and Title

3-6-14

Date