

**COVID-19 Vaccination Services
Amendment Number 6
to 2018 Inmate Health Care Services Agreement**

WHEREAS, Coronavirus disease 2019 (“COVID-19”) is a contagious and, at times fatal, respiratory disease caused by the SARS-CoV-2 virus; and

WHEREAS, the COVID-19 outbreak has now spread throughout the United States of America, including but not limited to the State of New Jersey; and

WHEREAS, the spread of COVID-19 within New Jersey constitutes an imminent public health hazard that threatens and presently endangers the health, safety and welfare of the residents of the State; and

WHEREAS, on March 9, 2020, New Jersey Governor Philip D. Murphy issued Executive Order No. 103 (“EO 103”) proclaiming that a public health emergency and that a state of emergency exists in the State of New Jersey (the “State”); and

WHEREAS, EO 103 recognizes that it is necessary and appropriate to take action against this public health hazard to protect and maintain, as well as, restore the health, safety and welfare of New Jersey residents and visitors pursuant to the Emergency Health Powers Act (“EHPA”), N.J.S.A. 26:13-1 et seq. and the Disaster Control Act (“DCA”), N.J.S.A. App. A:9-33 et seq., among other legal authorities; and

WHEREAS, on the Governor issued Executive Orders 119, 138, 151, 162, 171, 180, 186, 191 and 200 extending the public health emergency; and

WHEREAS, the New Jersey Department of Corrections (“NJDOC”) and Rutgers, The State University of New Jersey (“Rutgers”) have an existing Inmate Health Care Services Agreement dated January 1, 2018, whereby Rutgers, through its University Correctional Health Care (“UCHC”), provides certain health services to NJDOC inmates and residents (the “Agreement”);

WHEREAS, NJDOC has determined that certain services outside the scope of the Agreement are necessary to conduct comprehensive, coordinated COVID-19 vaccine administration to all individuals in NJDOC facilities, including NJDOC staff in correctional facilities, NJDOC staff at the STU, RCRP Staff, Parole Staff and inmates in the custody of the NJDOC and RCRPs, and residents of the STU, Gateway Staff and UCHC Staff; and

WHEREAS, NJDOC and Rutgers may, in consideration of the circumstances, decide to extend the vaccine administration services provided pursuant to this Amendment by executing a Scope of Work in the form attached hereto;

Now Therefore, NJDOC and Rutgers, intending to be legally bound, hereby amend the Agreement as follows, make this Amendment a part thereof, and set forth the protocols for the parties to follow for coordinated COVID-19 vaccine administration.

I. NJDOC Vaccinations.

- a. UCHC or their subcontracted vendor(s) will administer COVID-19 vaccinations once a week beginning on or about December 28, 2020 and continuing as necessary as determined by the parties (subject to termination pursuant to Section IX(a) of this Agreement) to the following groups of individuals:
 - i. New Jersey Department of Health (NJDOH) employees assigned to a Sex Offender Treatment Unit (STU) (~120 employees);
 - ii. Residential Community Reentry Program inmates (RCRP) (up to 2,073 inmates);
 - iii. Parole staff (up to 598 employees);
 - iv. RCRP contractor staff (~725 employees);
 - v. Gateway Foundation employees assigned to NJDOC contract (~50 staff);
 - vi. New Jersey Department of Corrections (NJDOC) employees (~7,000 employees);
 - vii. The inmates and residents in the NJDOC Major Facilities¹; and
 - viii. Rutgers UBHC/UCHC staff and vendors assigned pursuant to the Agreement.
- b. NJDOC will provide space to facilitate administration of the vaccinations by UCHC staff and vendors that allow for
- c. appropriate social distancing guidelines to be adhered to (six feet between individuals) and ensure all staff are masked.
- d. COVID-19 Vaccinations for staff and vendors will be administered weekly on a mutually agreed upon day between the hours of 5:30am – 5:30pm at each NJDOC Major Facility¹ and NJDOC Central Office.
- e. The Parties agree that RCRP staff will have access to all NJDOC Major Facilities in order to receive the Covid-19 vaccine.
- f. In order to facilitate COVID-19 vaccine administration as described in this Section I, UCHC will contract with a staffing company to provide up to 10 qualified FTEs to administer the COVID-19 vaccines weekly.
- g. NJDOC, consistent with its normal security protocols, will ensure that UCHC designated staff have access to the NJDOC Major Facilities and central office listed above, will make inmates and residents available for vaccinations.

¹ The NJDOC Major Facilities are : Adult Diagnostic Treatment Center, Bayside State Prison, Central Reception and Assignment Facility, East Jersey State Prison, Edna Mahon Correctional Facility for Women, Garden State Youth Correctional Facility, Mountainview Youth Correctional Facility, New Jersey State Prison, South Woods State Prison, Southern State Correctional Facility, and Sex Offender Treatment Unit

II. Administrative Functions.

- a. UCHC will enroll in the New Jersey Immunization System for each Major Facility and Central Office;
- b. UCHC and NJDOC will adhere to and enforce the New Jersey Vaccine Education and Prioritization Plan and scarce resource allocation plans as determined necessary by the State of New Jersey;
- c. UCHC and NJDOC will jointly assess and monitor cold chain storage capabilities;
- d. UCHC will order the supplies necessary to store, monitor and maintain cold chain storage for COVID-19 vaccines. Such expenses shall be reimbursed by the NJDOC;
- e. UCHC will adhere to the New Jersey Immunization Information System (NJIIS) COVID-19 vaccination ordering procedures as promulgated by NJIIS;
- f. UCHC will adhere to all vaccine storage and NJIIS reporting requirements; and
- g. UCHC will ensure all pertinent medical staff take NJIIS COVID-19 provider trainings.

III. COVID-19 Vaccination Reporting.

- a. NJDOC will establish an interface between Centricity EMR and the NJIIS administration reporting of inmate vaccination prior to initiation of inmate COVID-19 vaccinations. NJDOC will ensure that the interface and all data storage/transmission systems satisfy the privacy and security requirements with regard to such data.
- b. UCHC will adhere to the CDC reporting requirements for data and timeliness of reporting for inmate and UCHC staff vaccinations.
- c. UCHC will adhere to the CDC reporting requirements for data and timeliness of reporting for DOC staff and non UCHC vendor vaccinations.
- d. UCHC and NJIIS will work together to establish and implement the best practices for second dose reminders for all parties receiving the COVID-19 vaccination under this addendum.
- e. The following entities will receive COVID-19 vaccination data for their respective employees from UCHC: NJDOC, each RCRP vendor, and DOH. The data prepared by UCHC will take the form of a weekly report which will indicate volume by vaccination site and employer.
- f. Rutgers Environmental and Occupational Health Sciences Institute Occupational Health Division (EOSHI) will receive COVID-19 vaccination data for their respective employees from UCHC.

IV. Vaccination Consents

- a. UCHC will obtain inmate consents from all patients receiving the COVID-19 vaccine.

- b. The COVID-19 Vaccine administrator will obtain consents from all staff and vendors receiving the COVID-19 vaccine.
- c. UCHC will create and maintain all non-UCHC staff and inmate consent forms.

VI. UCHC will provide one (1) FTE Manager and three (3) team leads for additional tasks involved in the COVID-19 Vaccination program.

Manager responsibilities will include:

- a. Maintaining staff for COVID-19 Vaccinations
- b. Training workforce on COVID-19 Vaccinations
- c. Ensuring staff is properly fit tested and trained on donning and doffing of PPE
- d. Scheduling staff, managing time off requests, call outs
- e. Data management for UCHC staff and NJDOC inmates
- f. Ongoing coordination and logistics with NJIIS consistent with Sections III (b),(c),(d),(e) and IV(c), above and all CDC reporting requirements.
- g. Ordering vaccinations

VII. Supply of PPE.

UCHC will provide PPE to UCHC employees and subcontracted vendors for performing medical responsibilities outlined in the Agreement and vaccinations outline I this addendum.

VIII. Payment.

- a. UCHC shall invoice NJDOC separately for all work required by this Addendum as outlined in the budget provided. NJDOC agrees to pay all invoices for services provided pursuant to this Addendum no later than 45 days after receipt of invoice.
- b. A copy of the budget is attached to this Amendment and made a part hereof. UCHC's provision of services hereunder is subject to the availability of third-party service providers at NJDOC budget rates.
- c. NJDOC will make all payments to UCHC for this work required by this Addendum, including Section VII, in the manner provided under Section 5.22 of the Agreement.

IX. Term and Changes.

- a. NJDOC and UCHC agree that the services provided pursuant to this Amendment will commence on December 28, 2020 and continue weekly for such time and frequency as the parties' mutually agree. If the parties do not mutually agree that vaccinations should continue, either party may terminate the services provided under this Amendment by giving the other party 30 days advance written notice.
- b. Either NJDOC or UCHC may terminate this Amendment and/or any Scope(s) of Work pursuant to this Amendment, without cause at any time by giving the other party 30 days advance written notice of termination.
- c. Nothing in this Amendment changes the other terms of the Agreement, which shall continue to be governed by its terms.

- d. The parties agree that, in the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

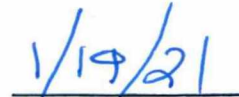
X. Additional Services.

- a. In the event that NJDOC and UHC mutually determine that vaccinations outside the scope of this Amendment are appropriate, NJDOC and UHC will describe the specific services in a Scope of Work, executed by authorized representatives of NJDOC and UHC, respectively, in the form attached hereto.
- b. Any properly executed Scope of Work pursuant to this Amendment shall incorporate the terms of the Amendment and the Agreement and become a part thereof. Additional Scopes of Work, if any, shall be subject to the amendment and termination provisions set forth in Section IX of this Amendment.

For State of New Jersey, Department of Corrections:



Marcus O. Hicks, Esq.
Commissioner
New Jersey Department of Corrections



Date

For Rutgers, The State University of New Jersey



Frank Ghinassi, Ph.D.

President and Chief Executive Officer
University Behavioral Health Care
and
University Correctional Health Care

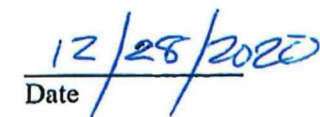
1/8/2021

Date

**Approved as to Form Only:
GURBIR S. GREWAL
NEW JERSEY ATTORNEY GENERAL**



Beth Leigh Mitchell
Assistant Attorney General



Date

**Scope of Work to
COVID-19 Vaccination Services
Amendment Number 6 to 2018 Inmate Health Care Services Agreement**

WHEREAS, the New Jersey Department of Corrections (“NJDOC”) and Rutgers, The State University of New Jersey (“Rutgers”) have an existing Inmate Health Care Services Agreement dated January 1, 2018, whereby Rutgers, through its University Correctional Health Care (“UCHC”), provides certain health services to NJDOC inmates and residents (the “Agreement”); and

WHEREAS, pursuant to Amendment dated December 28, 2020, the parties agreed that the scope of the Agreement would include certain services with regard to COVID-19 vaccine administration;

WHEREAS, the Section X of the Amendment provides that the parties may mutually agree to the provision of services with regard to other vaccine administration pursuant to a Scope of Work executed by both NJDOC and Rutgers;

Now Therefore, NJDOC and Rutgers, intending to be legally bound further amend the Agreement, as amended, and make this Scope of Work a part thereof, with regard to additional vaccine administration services, as follows:

- I. Scope of Work #:_____ (note number sequentially).
- II. Scope of Work date:_____.
- III. Type of Testing:
- IV. Changes to Service Schedule Set Forth in Amendment:

NJDOC and Rutgers agree that this Scope of Work, when properly executed, shall become a part of the Covid-19 Vaccination Services Amendment to 2018 Inmate Health Care Services Agreement and the Agreement, subject to all of their respective provisions. In the event of a conflict between the terms of this Scope of Work and the Amendment or the Agreement, the provisions of this Scope of Work shall control.

(Signature Page Follows)

For State of New Jersey, Department of Corrections:

Marcus O. Hicks, Esq.
Commissioner
New Jersey Department of Corrections

Date

For Rutgers, The State University of New Jersey

Frank Ghinassi, Ph.D.

President and Chief Executive Officer
University Behavioral Health Care
and
University Correctional Health Care

Date

**Approved as to Form Only:
GURBIR S. GREWAL
NEW JERSEY ATTORNEY GENERAL**

Beth Leigh Mitchell
Assistant Attorney General

Date

Equipment	Quantity	Price	Total
ULT185-5-A/Thermo Scientific 1CF table top	1	7827.86 \$	7,827.86
Thermo Scientific 1 cu ft. General Purpose Countertop Freezer	13	936.4 \$	12,173.20
VFC Data Logger	13	134.75 \$	1,751.75
Dry Ice Logger	1	118.65 \$	118.65
In Temp	14	255.51 \$	3,577.14
UPS	13	750 \$	9,750.00
Total		\$	35,198.60

Agency staff	FTE's	Weekly Hours	Unit Cost	Cost Projection	<u>weekly</u>	<u>monthly</u>	<u>annual</u>
	10	400	\$40.00 \$	16,000.00 \$	69,520.00 \$	834,240.00	

Salary and Benefit cost	FTE's	Weekly hours	Unit Cost	Cost Projection	<u>weekly</u>	<u>monthly</u>	<u>annual</u>
Program Coordinator*	1	40	\$40.79 \$	1,631.60 \$	7,089.30 \$	85,071.62	
Salary, Fringe and Benefits			53.25% \$	2,500.43 \$	10,864.36 \$	130,372.26	
Total							

Administrative Overhead Cost	Admin Rate	Cost Projection	<u>Weekly</u>	<u>Monthly</u>	<u>Annual</u>
Staffing Costs	6.00%	\$	150.03 \$	651.86 \$	7,822.34

		<u>Total Weekly</u>	<u>Total Monthly</u>	<u>Total Annual</u>
Total Annual Costs	\$ 35,198.60	\$ 18,650.45	\$ 81,036.22	\$ 972,434.60
	\$ 834,240.00			
	\$ 130,372.26			
	\$ 7,822.34			
Total Annual Costs	\$ 1,007,633.20			