



*State of New Jersey*

**DEPARTMENT OF HEALTH**

DIVISION OF EPIDEMIOLOGY, ENVIRONMENTAL AND OCCUPATIONAL HEALTH

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TRENTON, N.J. 08625-0369

PHILIP D. MURPHY  
*Governor*

[www.nj.gov/health](http://www.nj.gov/health)

SHEILA Y. OLIVER  
*Lt. Governor*

JUDITH M. PERSICILLI, RN, BSN, MA  
*Commissioner*

**FIRST EXTENSION AND MODIFICATION TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
NEW JERSEY DEPARTMENT OF HEALTH DIVISION OF EPIDEMIOLOGY,  
ENVIRONMENTAL, AND OCCUPATIONAL HEALTH  
AND  
CDC FOUNDATION  
FOR  
COVID-19 EPIDEMIOLOGIC AND CONTACT TRACING SUPPORT**

This First Modification is hereby incorporated as an addendum to the Memorandum of Agreement (MOA) entitled, "COVID-19 EPIDEMIOLOGIC AND CONTACT TRACING SUPPORT" effective April 1, 2021 through November 30, 2022, between the New Jersey Department of Health (NJDOH) and CDC Foundation each individually referred to as a "Party" and collectively as the "Parties," which is entered into the day and year last written below, and In this First Extension and Modification, the parties agree to extend the agreement and modify the MOA as set out below.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements hereinafter contained, the Parties do hereby covenant and agree as follows:

1. The MOA is modified as follows:

- a. Replace the first sentence of Section I(B) with the following:  
"This Agreement is being entered as a "waivered contract" pursuant to N.J.S.A. 52:34-8, 10(b), and 10(c) and pursuant to New Jersey Treasury Circular 23-03-OMB."
- b. Amend the first paragraph set forth at Section III(A)1 to insert the following language below the third line:  
"• Additional \$10,658,181.43 for the period from March 1, 2022 to July 31, 2024."
- c. Section IV(A)5 is hereby deleted and replaced with the following language:  
"The CDC Foundation will provide Funding Agency with 14 computer monitors and docking stations. The CDC Foundation will also provide Funding Agency with 18 additional cell phones for the Data Modernization field employees. NJDOH may retain all supplies purchased with their grant funds."

d. The table set forth at Section IV(A)11 is deleted and replaced with the below tables:

<b>Informatics Deliverables</b>	<b>Deadline</b>
Implement, support, and evaluate training efforts for users on the NJDOH Communicable Disease Reporting and Surveillance System (CDRSS). Develop training materials and videos using the training tools available.	July 31, 2024
Implement electronic case reporting (eCR) in CDRSS, including coordinating with reporting entities to facilitate reporting, working with subject matter experts to craft use cases, and author eCR conditions in CDC reporting tools. Work with all stakeholders to move eCR forward as a priority project.	July 31, 2024
Implement contact tracing functionality within CDRSS. Coordinate with CDRSS Admin team, Technical Team, and programmatic subject matter experts as needed.	July 31, 2024
Oversee existing COVID-19 case investigation and contact tracing platform (CommCare), including changes to existing functionality and addition of new features as needed. Coordinate with the CommCare vendor, support teams, CDRSS admin team, technical team and programmatic subject matter experts as needed to ensure system functions per requirements.	July 31, 2024
Implement and maintain interoperability efforts with other systems/entities (both internal and external) and ensure appropriate processing of data within CDRSS, other Division of Epidemiology, Environmental and Occupational Health (EEOH) data systems, and external data systems as needed. Ensure high degree of data quality between the source system and interoperable system(s).	July 31, 2024
Implement new projects related to interoperability, CDRSS, and NJDOH data systems as needed.	July 31, 2024
Monitor data quality in CDRSS, including identification and merging of duplicate patients and cases, user performance and overall data quality in CDRSS.	July 31, 2024
Develop and implement queries and reports to review and assess data in CDRSS using statistical software tools to promote high level of data quality, assess utilization of the system by users, assess data reported via ELR and eCR, and perform other relevant analyses as needed.	July 31, 2024

Create dashboards and data visualizations to support and inform CDRSS operations. Provide necessary data/visualizations to communicate with internal NJDOH stakeholders as well as external stakeholders.	July 31, 2024
Overall coordination of CDRSS team to ensure staffing levels are adequate for needs; ensure coverage for all activities; and ensure staff are meeting activity timelines and deliverables.	July 31, 2024
Build relationships regionally in NJ with the necessary CDRSS stakeholders and provide training, support, and assistance to users within the three regions as needed. Develop region-specific training and/or monitoring efforts as needed.	July 31, 2024
Maintain and replace (if necessary) the 10 positions that support the above deliverables. Replacement of a position will be completed, if necessary, up to 90 days prior to termination of the agreement.	July 31, 2024
Coordinate and support overall Data Modernization efforts within the Division of Epidemiology Environmental and Occupational Health as well as Department-wide. Work closely with the Office of Health Information Technology leadership, as well as the Director of Data Systems for EEOH and possibly other NJDOH divisions and external partners to move data modernization efforts forward.	July 31, 2024

<b>Epidemiologist Deliverables</b>	<b>Deadline</b>
Assist with the development/updating, planning and conducting surveillance activities for COVID-like illness; monitor epidemiologic and clinical data collected from cases to identify changes in clinical presentation, illness severity and/or populations/groups at risk.	July 31, 2024
Assist with planning and implementation of epidemiologic investigations related to COVID-19 in New Jersey. This includes developing data collection tools, reviewing case reports, conducting descriptive and analytical studies, responding to outbreaks, and providing guidance to public health partners.	July 31, 2024
Analyze COVID-19 surveillance data and produce visualizations for informing guidance, policy, and reports.	July 31, 2024
Prepare and review technical reports and manuscripts, guidance documents, presentations, and other materials to share epidemiologic data and findings.	July 31, 2024
Provide consultation and technical assistance to local health departments, other Communicable Disease Service epidemiologists, and other public health partners, including K-12 schools, institutions of higher education, and childcare facilities.	July 31, 2024

Assist with emergency response activities outside of normal business hours, as needed.	July 31, 2024
Maintain and replace (if necessary) 13 epidemiologist positions that support the above deliverables. Replacement of a position will be completed, if necessary, up to 90 days prior to termination of the agreement.	July 31, 2024

<b>Immunization Deliverables</b>	<b>Deadline</b>
Implement, support, and evaluate training efforts for users on the New Jersey Immunization Information System (NJIS). Develop training materials and videos using the training tools available.	July 31, 2024
Coordinate specialized program activities to support COVID-19 vaccine providers in conjunction with other authorities. Compile and evaluate data to facilities COVID-19 prevention and control.	July 31, 2024
Perform technical assistance visits in order to provide COVID-19 vaccine education related to program enrollment, storage and handling.	July 31, 2024
Develop, implement, and support electronic data submission between NJIS and stakeholders.	July 31, 2024
Perform quality review of NJIS interface submissions to ensure data quality for completeness, accuracy and timeliness.	July 31, 2024
Overall coordination of immunization team to ensure staffing levels are adequate for needs; ensure coverage for all activities; and ensure staff are meeting activity timelines and deliverables.	July 31, 2024
Maintain and replace (if necessary) the 9 positions that support the above deliverables. Replacement of a position will be completed, if necessary, up to 90 days prior to termination of the agreement.	July 31, 2024

<b>Testing Deliverables</b>	<b>Deadline</b>
Assist COVID-19 testing program, coordinate with local stakeholders on implementation within an assigned region. Provide regional coordination and share best practices learned with other Testing Regional Coordinators.	July 31, 2024
Streamline communication within assigned counties on testing response including identifying venues, establishing testing teams, coordinating services and ensuring issues are addressed in a timely manner.	July 31, 2024
Provide assistance with scheduling the mobile testing and vaccination van as testing needs dictate.	July 31, 2024

Communicate testing needs to NJDOH testing team to support populations disproportionately affected by COVID-19.	July 31, 2024
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General Deliverables	Deadline
Provide personnel to coordinate programs pertaining to the above categories of deliverables.	July 31, 2024
Provide human resource support all personnel provided by this agreement.	July 31, 2024
In total, provide number and type of staff to accomplish all deliverables in accordance with the revised budget included in Attachment B.	July 31, 2024

- e. The following new paragraph is inserted as paragraph IV(A)(14):  
 “The CDC Foundation shall complete the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L. 2022, c. 3, which is attached hereto as Attachment C and incorporated herein by reference.”
  - f. In the first paragraph set forth at Section V(A) the text “November 30, 2022” is deleted and replaced with “July 31, 2024.”
  - g. In the first paragraph set forth at Attachment A Section I(A), the following language is added “All payments shall be made within 60 days of receipt of invoice.”
  - h. In the first paragraph set forth at Attachment A Section II(A), the following language is added “CDC Foundation shall provide individual invoices for each category of services provided, noting on the invoice the specific category for which the services were rendered in accordance with the revised budget included in Attachment B.”
  - i. Attachment B is amended to include the attached revised budget.
  - j. The document entitled “Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L. 2022, c.3” is inserted into the MOA as new Attachment C.
  - k. CDC Foundation shall comply with secure protection and handling of confidential information and data in accordance with applicable law and Attachment D which is hereby incorporated by reference.
2. A portion of the project period covered by this MOA Modification is retroactive. Neither party will incur a penalty as a result of that retroactive period

3. The MOA, the First Extension and Modification, and all attachments represent the entire Agreement between the Parties and shall not be amended or modified except by the express written consent of both parties.
4. The parties reaffirm the terms and conditions of the original MOA except as changed by this First Extension and Modification. If there is a conflict between the original MOA and the First Extension and Modification, the First Extension and Modification shall govern.

**IN ACCORDANCE WITH THE FOREGOING TERMS, NJDOH DELIVERS IN GOOD FAITH TO CDC FOUNDATION THIS FIRST EXTENSION AND MODIFICATION TO THE MOA.**

**New Jersey Department of Health:**



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Signature

9/14/2022  
Date

Christina Tan, MD, MPH  
State Epidemiologist/Assistant Commissioner  
New Jersey Department of Health  
Division of Epidemiology, Environmental, and  
Occupational Health

**CDC Foundation:**

DocuSigned by:



\_\_\_\_\_  
Signature

9/20/2022 | 11:23:50 AM EDT  
Date

Judith Monroe, MD  
President and CEO  
CDC Foundation  
600 Peachtree Street NE, Suite 1000  
Atlanta, Georgia 30308

### Attachment C

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#### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

**CONTRACT / BID SOLICITATION TITLE** COVID-19 EPIDEMIOLOGIC AND CONTRACT TRACING SUPPORT

**CONTRACT / BID SOLICITATION No.** \_\_\_\_\_

#### CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

#### **Description of Prohibited Activity**

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*Attach Additional Sheets If Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

DocuSigned by:

*Judith A. Monroe*

005647E3C37141A

Signature of Authorized Representative

8/5/2022 | 7:54:10 AM EDT

Date

**Judith A. Monroe, MD, President and CEO**

Print Name and Title of Authorized Representative

[National Foundation for the Centers for Disease Control and Prevention, Inc.](#)

Vendor Name

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**Attachment D**  
**Secure Protection and Handling of DOH Data by CDC Foundation**

1. **Agreement Purpose:** This document is hereby incorporated into and provides for additional provisions and conditions between the New Jersey Department of Health (DOH) and the CDC Foundation, to support DOH epidemiologic and contact tracing program, COVID-19 Epidemiologic and Contact Tracing Support (MOA).

2. **Data Classification and Confidentiality:** DOH Data shall mean any Personally Identifiable Information (PII) or any other confidential data or information to which CDC Foundation receives or otherwise has access pursuant to the provision of services under the MOA and shall be classified as highly confidential and secured as such, as defined by the New Jersey Statewide Information Security Manual, [https://www.nj.gov/it/docs/ps/NJ\\_Statewide\\_Information\\_Security\\_Manual.pdf](https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf).

3. **Compliance with the Law for the Use and Disclosure of Confidential Information:** The CDC Foundation agrees to preserve the confidentiality, integrity and accessibility of DOH Data. CDC Foundation shall not re-use DOH Data. CDC Foundation agrees that any and all DOH Data exchanged shall be used expressly and solely for the purpose of the MOA to support DOH compliance with State law in controlling and suppressing communicable infectious disease. CDC Foundation shall not share, disclose, distribute, repurpose or share across other applications, environments, or business units of CDC Foundation DOH Data. CDC Foundation further agrees that DOH Data is confidential, subject to requirements of State Communicable Disease law and rules (N.J.S.A. 26:4-1, et seq. and N.J.A.C. 8:57-1.1, et seq.) and no DOH Data of any kind shall be shared, disclosed, distributed, transmitted, exchanged or otherwise passed to other third parties except on a case-by-case basis as specifically authorized in writing through an addendum to this Agreement.

4. **End of MOA and Agreement Data Handling.** CDC Foundation agrees that upon termination of the above referenced MOA, CDC Foundation shall be off-boarded and any access to DOH Data and the State's infrastructure shall be terminated. This Agreement does not grant any implied intellectual property licenses to DOH Data. CDC Foundation shall, upon termination of the above referenced MOA, securely and permanently destroy all DOH Data in CDC Foundation's possession accordance with NIST Special Publication 800-88, rev. 1, Guidelines for Media Sanitization.

5. **Privacy & Security Breach Notification.**

CDC Foundation agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification caused by CDC Foundation. In the event of a breach of any of CDC Foundation's security obligations, or other event requiring notification under applicable law, CDC Foundation agrees to:



- a. Notify DOH Program Manager by telephone and e-mail of such an event immediately upon discovery, and
- b. Assume responsibility for informing all such individuals in accordance with applicable law, and
- c. Indemnify, hold harmless and defend DOH and its employees from and against any claims, damages, or other harm related to such notification event.

**6. Right to Audit.** DOH or an appointed audit firm (Auditors) has the right to audit CDC Foundation and any affiliates that provide a service for the processing, transport or storage of DOH's data. DOH will announce its intent to audit CDC Foundation by providing at a minimum two weeks (10 business days) notice to CDC Foundation. This notice will go to the signatory of this Agreement. A scope document along with a request for deliverables will be provided at the time of notification of an audit. CDC Foundation will make necessary employees or CDC Foundations available for interviews in person or on the phone during the time frame of the audit. Audits will be at DOH's sole expense, except where the audit reveals material noncompliance with MOA specifications, in which case the cost will be borne by CDC Foundation.