



State of New Jersey
DEPARTMENT OF HEALTH

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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

MEMORANDUM OF AGREEMENT

BETWEEN

NEW JERSEY DEPARTMENT OF HEALTH

AND

THE NEW JERSEY INSTITUTE OF TECHNOLOGY

FOR

CONTACT TRACING INFRASTRUCTURE

WHEREAS, pursuant to N.J.S.A. 26:4-2, N.J.S.A. 26:13-12, , and Executive Order 103, the New Jersey Department of Health (NJDOH) is authorized to take all reasonable and necessary measures to prevent the transmission of infectious disease, to oversee the uniform prevention of the spread of disease, and to coordinate the activities of all local health agencies with regard to public health emergencies; and

WHEREAS, pursuant to N.J.S.A. 18A:64E-12 et seq., the New Jersey Institute of Technology (NJIT) is authorized to enter into agreements with other State agencies to benefit the residents of the State of New Jersey; and

WHEREAS, NJDOH seeks to engage the professional services of NJIT to develop COVID-19 contact tracing electronic infrastructure and to integrate New Jersey's Master Person Index (MPI) and the New Jersey Health Information Network (NJHIN) into that electronic infrastructure; and

WHEREAS, Pursuant to Executive Order 141, NJDOH seeks to integrate its Communicable Disease Reporting and Surveillance System (CDRSS), Master Person Index (MPI), and the New Jersey Health Information Network (NJHIN) with Dimagi's CommCare contact tracing solution; and

WHEREAS, there is a nationwide need for increased coordination of contact tracing efforts and this arrangement directly addresses that need for NJ and its neighboring regions. The Scope of Work (SOW) requires experienced, technical resources with healthcare familiarity to achieve success in the engineering, development, and implementation processes. Goals and objectives will be met through fluid, responsive approaches that are centered around a collaborative team model that recognizes the science of Epidemiology while providing the necessary healthcare and technical expertise.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. UNDER THIS AGREEMENT, THE NJDOH IS HEREAFTER REFERRED TO AS THE "FUNDING AGENCY" AND THE NJIT IS HEREAFTER REFERRED TO AS THE "SERVICE PROVIDER AGENCY."

II. OBLIGATIONS AND RIGHTS OF FUNDING AGENCY

A. Obligations

1. Funding Agency shall provide funding in an amount not to exceed:
 - \$2,000,000.00 between May 15, 2020 through March 15, 2021.
 - a. Payment is contingent upon the satisfactory delivery of services as described herein at Section III.A., "Service Provider Obligations."
 - b. Payment obligations, reporting and monitoring requirements, and other special conditions to this MOA, are set forth at Attachment A, incorporated herein by reference.
 - c. Payments shall be made in accordance with the provisions of Attachment A, Section I. Payments are to be made for approved budget costs, set forth at Attachment B, incorporated herein by reference.
2. Funding Agency shall monitor the progress of this project to ensure services are provided in accordance with the schedule of work in Section III(A) for which payment shall be made. The financial, performance, and monitoring requirements are set forth at Attachment A, Sections II, III, and IV.

B. Rights

1. Audit

- a. Funding Agency has the right to audit all accounts and/or records maintained by the Service Provider Agency for this project.
- b. Funding Agency has the right, during normal business hours, to access all records and/or data pertaining to this MOA.
- 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 MOA.

2. Work Product

- a. Funding Agency owns all data originated, developed, prepared, used, obtained, created, and maintained in the performance of services set forth herein.
 - i. All written work produced pursuant to this MOA shall bear an acknowledgment of the support of the Funding Agency.
- b. Funding Agency must grant prior written consent before the Service Provider Agency may release any written work produced utilizing funds or data obtained pursuant to this MOA.
- c. Funding Agency has the right to edit all written work produced pursuant to this MOA and to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate.
- d. Funding Agency assumes all responsibilities relative to determining compliance and effect of the Open Public Records Act (N.J.S.A. 47:1A-1) as it pertains to any work performed by the Service Provider Agency pursuant to this MOA.

3. Purchases

- a. Any purchases made using funds from this MOA are the property of the Funding Agency, which Service Provider Agency agrees to return upon request at the expiration or termination of the MOA.

III. OBLIGATIONS AND RIGHTS OF SERVICE PROVIDER AGENCY

A. Obligations

1. Service Provider Agency shall deliver work established in the Section III, A, 4 Schedule of Work, Deliverables table.
2. Service Provider Agency shall submit expenditure, progress and final reports and State invoices as set forth at Attachment A.
3. Service Provider Agency shall maintain all records related to this MOA for a period of seven years.
4. Schedule of Work. Service Provider Agency agrees to deliver the following work in the expressed timeframes as follows:

| | Deliverables | Completion Date |
|------------------|--|------------------------|
| Pre-Phase | Pre-planning, Agreements, Project Structure | May 20, 2020 |
| Phase 1 | Design Specifications & Accelerated Go Live | May 29, 2020 |

| | | |
|----------------|--|----------------|
| Phase 2 | Integration Solutions | June 5, 2020 |
| | <p>Functional CDRSS bi-directional integration</p> <ol style="list-style-type: none"> 1. Work with DOH to document rules to get data extracted from CDRSS 2. Verify rules and workflows 3. Work with Dimagi and DOH to integrate CDRSS information into Dimagi CommCare 4. Work with Dimagi and DOH to define the business rule to get data out of CommCare and into CDRSS 5. Work with DOH and Dimagi to integrate Dimagi CommCare data into CDRSS information 6. Define the frequency of updates and syncs 7. Verify the completeness and validity of data 8. Develop/leverage API's to perform data exchange between CDRSS and Dimagi Commcare 9. Work with the DOH to increase lab tests processing capabilities 10. Work with the DOH to design and develop csv laboratory processing capability <p>Testing</p> | August 7, 2020 |
| | <p>Integrate with Pilot Counties – Camden and Essex</p> <p>Integration with Remaining Counties pending CommCare release</p> | |
| | <p>MPI Integration with CommCare</p> <ol style="list-style-type: none"> 1. Work with Dimagi Commcare to define rules for integrating with NJHIN MPI 2. Create MPI endpoint API's that can be consumed by Dimagi Commcare 3. Work with Dimagi and DOH to define Deduplication rules and frequency 4. Integrate MPI with CommCare 5. Use MPI Id for bi-directional exchange <p>Testing</p> | July 24, 2020 |
| | <p>NJHIN Integration with CommCare</p> <ol style="list-style-type: none"> 1. Work with business and stakeholders to define rules for integration with NJHIN 2. Develop firewall rules/VPN endpoints to exchange data | August 7, 2020 |

| | | |
|----------------|---|------------------|
| | Testing | |
| Phase 3 | Post Go-Live Operational support, in-scope enhancements, project management, business analyst and analytics | January 15, 2021 |
| | Close Out Report | January 15, 2021 |

5. Whistleblower Protection Notice.

Service Provider Agency agrees to comply with and provide adequate notice of available whistleblower rights and remedies, pursuant to 41 U.S.C. 4712, as follows:

- a. Informing employees and independent contractors working on this MOA of their entitlement to the rights and remedies of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections”, which cannot be waived by any MOA, 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 federal contract or grant;
 2. A gross waste of federal funds;
 3. An abuse of authority relating to federal contract or grant;
 4. A substantial and specific danger to public health or safety;
 5. A violation of law, rule or regulation related to a federal contract or grant (including the competition for, or negotiation of a contract of 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 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 MOA with another party to carry out its obligations under the MOA.

6. Data Privacy and Data Security

Service Provider Agency agrees to protect NJDOH data collected, used, and maintained through the professional services provided pursuant to this MOA pursuant to applicable federal and State law, standards and policies of the State of New Jersey Office of Information Technology, as amended and supplemented, and accessed at <http://www.state.nj.us/it/services/policies.shtml>. Service Provider Agency further agrees to protect NJDOH data collected, used, and maintained according to the standards set forth at Attachment C, incorporated herein by reference.

B. Rights

Service Provider Agency has the rights set forth at Sections III, IV, and V of this MOA and Attachment A.

IV. GENERAL PROVISIONS

- A. During the term of this MOA, each party shall comply with all federal, State and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this MOA. The award of funds is based on the Service Provider Agency's submission, and the Funding Agency's acceptance, of a Cost Proposal, which is incorporated herein by reference at Attachment B.
- B. Each party shall maintain accurate books and records of all disbursements, funds received, funds spent and funds available because of this MOA.
- 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 MOA shall not be deemed a waiver of such right or obligation.
- E. If any terms and conditions of this MOA 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 MOA are declared severable.
- F. This MOA may not be assigned or delegated without the prior written consent of NJDOH.
- G. The laws of the State of New Jersey govern this MOA.
- H. This MOA may be modified in accordance with the provisions of Attachment A, Section III.
- I. The parties recognize and agree that this MOA is expressly dependent upon the availability to the NJDOH of funds appropriated from applicable federal or state funding sources. The NJDOH shall not be held liable for any termination of this MOA due to the absence of available funding

appropriations.

- J. Funding Agency reserves the right to reproduce, publish or otherwise use, and to authorize others to use, any work developed under the MOA.
- K. The parties agree that all data resulting from this MOA 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.
- L. Any research resulting from this MOA which is subject to the Institutional Review Boards of either of the parties shall be confidential. Each party is responsible for adhering to the rules of the Institutional Review Board.

V. TERMS AND TERMINATION

- A. Subject to any rights of termination hereinafter set forth, this MOA shall become effective on May 15, 2020 and shall remain in effect through May 15, 2021.
 - 1. A portion of the project period covered by this MOA is retroactive.
 - 2. Neither party will incur any penalty because of the retroactive period.
- B. This MOA may be terminated by either party with or without cause upon 30 days' advance written notice.
- C. Notice of termination shall be addressed to the contact person identified at Section VI and delivered via U.S. mail, return receipt requested, and shall be effective upon receipt.
- D. Upon the expiration of the term of this MOA or upon the issuance of a 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 MOA are as follows:

For the New Jersey Department of Health:

Program Management Officer

[REDACTED], CIO
Office of Health Information Technology
New Jersey Department of Health
[REDACTED]
[REDACTED]

Fiscal Officer

[REDACTED]
Director, Management & Administration
New Jersey Department of Health
[REDACTED]
[REDACTED]

For The New Jersey Institute of Technology

Program Officer


[REDACTED]
Senior Vice President, Healthcare Division
New Jersey Innovation Institute
211 Warren Street
Newark, NJ 07102
[REDACTED]
[REDACTED]

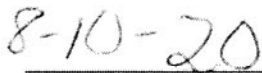
Fiscal Officer

[REDACTED]
Chief Financial Officer
New Jersey Innovation Institute
211 Warren Street
Newark, NJ 07102
[REDACTED]
[REDACTED]


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

New Jersey Department of Health:

Signature: 
Eileen Troutman, CIO
Office of Health Information Technology


Date

New Jersey Institute of Technology:

Signature: 
Joel S. Bloom, Ed.D.
President


Date

ATTACHMENT A

This Attachment A is hereby incorporated into the Memorandum of Agreement between the NJDOH and the NJIT entitled, "Contact Tracing Infrastructure."

I. METHOD OF PAYMENT

- A. NJDOH shall make cost reimbursement payments on a quarterly basis, as defined at B. below, upon receipt of timely and satisfactory financial and performance reports and State invoices.
- B. A quarterly period is defined herein as follows:
 - 1st Quarter: May 15, 2020-June 30, 2020
 - 2nd Quarter: July 1, 2020-September 30, 2020
 - 3rd Quarter: October 1, 2020-December 30, 2020
 - 4th Quarter: January 1, 2021-March 15, 2021
- C. NJDOH shall remit final payment within 60 days of acceptance of satisfactory final reports.

II. FINANCIAL AND PERFORMANCE REPORTING AND MOA MONITORING

- A. **Expenditure Reports.**
NJIT shall submit expenditure reports and State invoices to NJDOH no later than 30 days after the end of each quarter.
- B. **Performance Reports.**
NJIT shall submit to NJDOH performance reports in the form specified by NJDOH no later than 30 calendar days after the end of each quarter.
- C. **Meetings.**
NJIT shall attend monthly technical assistance meetings with NJDOH.
- D. **Monitoring Requirements.**
NJDOH shall monitor expenditure and performance reports on a quarterly basis to ensure the timely progression of the project and, if needed, shall initiate improvement plans to overcome any barrier to completion.

III. MODIFICATIONS TO THE AGREEMENT

The MOA and any attachment thereto represent the entire Agreement between the parties and shall not be amended except by the express written consent of both parties, except as stated herein:

- 1. **Extensions of Time**
May be granted in writing by the NJDOH Program Management Officer and NJDOH Fiscal Officer identified in the MOA at Section VI.

2. Budget Revisions

May be granted in writing by the NJDOH Program Management Officer and NJDOH Fiscal Officer identified in the MOA at Section VI.

3. Modifications to Service Deliverables

May be made to Subsection III. of the MOA with the approval of the NJDOH Program Management Officer identified in the MOA at Section VI.

IV. SPECIAL CONDITIONS

There are no special conditions to the MOA.

V. MULTI-YEAR AGREEMENTS

1. The MOA is for a period of less than one year.

ATTACHMENT B

This Attachment B is hereby incorporated into the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and the New Jersey Institute of Technology (NJIT) entitled, "Contact Tracing Infrastructure ."

1. Term and Budget

The Term is May 15, 2020 through March 15, 2021. NJDOH will provide **\$2,000,000** to NJIT for the Project.

Payouts will be made based on the corresponding quarter as per below:

| Quarter | Amount | Payout |
|---|--------------|--------|
| 1 st Quarter: May 15, 2020-June 30, 2020 | \$500,000.00 | 25% |
| 2nd Quarter: July 1, 2020-September 30, 2020 | \$500,000.00 | 25% |
| 3rd Quarter: October 1, 2020-December 30, 2020 | \$500,000.00 | 25% |
| 4th Quarter: January 1, 2021-March 15, 2021 | \$500,000.00 | 25% |

2. Reporting

Phase and Reimbursement Reports

NJIT shall submit a quarterly report and quarterly invoice to the NJDOH upon execution of the MOA and within thirty (30) days of the ending of each quarter. The report shall detail achievement of the objectives of the Project, and is based on this Fixed Price Agreement.

ATTACHMENT C

SECURE PROTECTION AND HANDLING OF NJDOH DATA AND COMM CARE INTEGRATION PROJECT

Attachment C is hereby incorporated into and provides for additional provisions and conditions to the Memorandum of Agreement (MOA) between the New Jersey Department of Health (NJDOH) and the New Jersey Institute of Technology (NJIT).

Pursuant to E.O. 149, E.O. 103, N.J.S.A. 26:13-12, N.J.S.A. 26:4-2, and N.J.S.A. 26:13-21, the New Jersey Department of Health (NJDOH) is authorized to take all reasonable and necessary measures to prevent the transmission of infectious disease, to oversee the uniform prevention of the spread of disease, and to coordinate the activities of all local health agencies with regard to public health emergencies. As such, NJIT will develop COVID-19 contact tracing capabilities and integrate those capabilities with New Jersey's Master Person Index (MPI) and the New Jersey Health Information Network (NJHIN). Nevertheless, NJIT and service vendors agree that there shall be no further use and disclosure of the data obtained other than to those specifically outlined in this MOA. Data privacy rules require that the data will reside in the MPI and that it shall not be stored in the NJHIN.

1. NJDOH Data.

NJDOH Data shall mean any Personally Identifiable Information (PII), as defined by the New Jersey Statewide Information Security Manual https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf, or other data or information which NJIT receives or to which NJIT otherwise has access pursuant to the provision of services under the MOA.

2. Network Security.

NJIT agrees at all times to maintain network security for the integration project that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, NJIT agrees to maintain network security that conforms to generally recognized industry standards and best practices that are applied to its own network.

3. Application Security.

NJIT agrees at all times to provide, maintain and support MOA and subsequent updates, upgrades, and bug fixes such that the MOA is and remains secure from those vulnerabilities as described in generally recognized and comparable industry practices or standards. User access will be controlled through a user id and password and privileges within the system will be restricted based on user role.

4. Data Security.

NJIT agrees to preserve the confidentiality, integrity and accessibility of NJDOH data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that NJIT then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by NJIT or open source support.

5. Data Storage.

NJIT agrees that any and all NJDOH data will be stored, processed, and maintained solely on designated target servers and that no NJDOH data at any time will be processed on or transferred to any portable or laptop

computing device or any portable storage medium, unless that device or storage medium is in use as part of NJHIN's designated backup and recovery processes and encrypted in accordance with "7. Data Encryption."

6. Data Transmission.

NJIT agrees that any and all electronic transmission or exchange of system and application data with NJDOH and/or any other parties expressly designated by NJDOH shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with "8. Data Re-Use."

7. Data Encryption.

NJIT agrees to store all NJDOH backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. NJIT further agrees that any and all NJDOH data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted.

8. Data Re-Use.

NJIT agrees that any and all NJDOH data exchanged shall be used expressly and solely for the purposes enumerated in this MOA and this Attachment. NJDOH data shall not be distributed, repurposed or shared across other applications, environments, or business units of NJIT.

9. End of Agreement Data Handling.

NJIT agrees that upon termination of this MOA it shall turn-over all data to NJDOH. In addition, NJIT shall erase, destroy, and render unrecoverable all NJDOH data maintained by NJIT for the NJHIN and certify in writing that these actions have been completed within 30 days of the termination of this MOA or within 7 days of the request of NJDOH, whichever shall come first. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization.

10. Security Breach Notification.

NJIT 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. In the event of a breach of any of NJIT security obligations, or other

event requiring notification under applicable law, NJIT agrees to:

- a. Notify NJDOH 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 NJDOH and its employees from and against any claims, damages, or other harm related to such Notification Event.

11. Right to Audit.

NJDOH or an appointed audit firm (Auditors) has the right to audit NJIT and any affiliates that provide a service for the processing, transport or storage of NJDOH's data. NJDOH will announce its intent to audit NJIT by providing at a minimum two weeks (10 business days) notice to NJIT. This notice will go to the signatory of this MOA. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from NJIT's premises, NJIT will allow the Auditors access to their site. Where necessary, NJIT will provide a personal site guide for the Auditors while on site. NJIT will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. NJIT will make necessary employees or contractors available for interviews in person or on the phone during the time

frame of the audit. In lieu of NJDOH or its appointed audit firm performing their own audit, if NJIT has an external audit firm that performs a Statement on Standards for Attestation Engagements no. 18 (SSAE 18) report and certification, NJIT shall submit the report and certification to NJDOH. NJDOH has the right to request additional controls to be added to NJIT's environment for testing the controls that have an impact on NJDOH data. Audits will be at NJDOH's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by NJIT.

12. Industry Standards.

Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

- a. Center for Internet Security - see <http://www.cisecurity.org>
- b. Payment Card Industry/Data Security Standards (PCI/DSS) – see <http://www.pcisecuritystandards.org>
- c. National Institute for Standards and Technology - see <http://csrc.nist.gov>
- d. Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov>
- e. ISO/IEC 27000-series - see <http://www.iso27001security.com/>
- f. Organization for the Advancement of Structured Information Standards (OASIS) – see <http://www.oasis-open.org/>
- g. New Jersey Office of Homeland Security and Preparedness, Statewide Information Security Manual – see <https://www.cyber.nj.gov/government/>