



State of New Jersey
DEPARTMENT OF HEALTH

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PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

KAITLAN BASTON, MD, MSc, DFASAM
Acting Commissioner

**MEMORANDUM OF AGREEMENT
BETWEEN
NEW JERSEY DEPARTMENT OF HEALTH
AND
RUTGERS, THE STATE UNIVERSITY
SCHOOL OF PUBLIC HEALTH CENTER FOR
PUBLIC HEALTH WORKFORCE DEVELOPMENT
FOR
PUBLIC HEALTH WORKFORCE TRAINING SERVICES**

WHEREAS, pursuant to N.J.S.A. 26:1A-15 and N.J.S.A. 26:1A-37, the New Jersey Department of Health (NJDOH) is authorized to maintain liaison with State agencies and authorities to carry out its public health functions, including the prevention of disease within the State; and

WHEREAS, funding was awarded to the NJDOH from the Centers for Disease Control and Prevention (CDC) continuation of funds for Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) through the ELC Enhancing Detection Expansion cooperative agreement, award number 6NH23IP922594-05-01, budget period July 1, 2023 to December 31, 2024, and the Strengthening STD Prevention and Control for New Jersey Program, award number 6NH25PS005174-05-04, budget period January 1, 2023 to January 31, 2024, for the purpose of preventing and responding to infectious disease threats; and

WHEREAS, pursuant to N.J.S.A. 18A: 64M-2, Rutgers, The State University, School of Public Health, Center for Public Health Workforce Development (Rutgers), is authorized to provide public health education and training for Health Care Professionals (HCPs).

NOW, THEREFORE, THE NJDOH AND RUTGERS AGREE AS FOLLOWS:

- I. UNDER THIS MEMORANDUM OF AGREEMENT (MOA), THE NJDOH IS HEREAFTER REFERRED TO AS THE "FUNDING AGENCY" AND RUTGERS IS HEREAFTER REFERRED TO AS THE "SERVICE PROVIDER AGENCY." THE FUNDING AGENCY AND THE SERVICE PROVIDER AGENCY MAY EACH BE REFERRED TO AS A "PARTY" OR COLLECTIVELY AS "THE PARTIES."**
- II. OBLIGATIONS AND RIGHTS OF FUNDING AGENCY**
 - A. Obligations**
 1. Funding Agency will provide funding in an amount not to exceed: \$283,000.00.
 - a. Payment is contingent upon the satisfactory delivery of services by the Service Provider Agency 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 will be made in accordance with the provisions of Attachment A, Section I. Payments will be made for approved budget costs, set forth at Attachment B, incorporated herein by reference.
2. Funding Agency will 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 will be made. The financial and performance monitoring requirements are set forth at Attachment A, Sections I and II.

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 must grant prior written consent before the Service Provider Agency may release any work produced utilizing funds or data obtained pursuant to this MOA, except that the Service Provider Agency does not need to obtain prior written consent to release the trainings it creates/conducts without compensation for purposes of its tax-exempt mission to train/teach others in the public interest. This provision shall not constitute a precedent for any future MOAs between the Funding Agency and the Service Provider Agency.
- b. All work produced pursuant to this MOA shall bear an acknowledgment of the support of the Funding Agency.
- c. Funding Agency has the right to edit all 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 et seq.) as it pertains to any work performed by the Service Provider Agency pursuant to this MOA.

3. Purchases

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 this MOA.

III. OBLIGATIONS AND RIGHTS OF SERVICE PROVIDER AGENCY

A. Obligations

1. Service Provider Agency shall deliver work established in the budget at Attachment B.
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 from the date of expiration or termination of this MOA.
4. Schedule of Work. Service Provider Agency agrees to deliver the following work in the expressed timeframe as follows:

Training Program 1: Cultural Competency and Health Equity Training Series

August 1, 2023 – July 31, 2024

With New Jersey's renewed focus on health equity throughout all aspects of its public-serving (public health) work, it is committed to ensuring that workforce development efforts incorporate essential, relevant education for new and current disease investigation staff at the State and local health departments.

Service Provider Agency will create and deliver 6 learning modules, both on-demand/virtual and in-person, in North, Central, and South New Jersey, to 250 communicable disease investigators from local, county and state health departments.

- Coordinate a multi-modal curricula that includes topics: motivational interviewing, plain language, and health literacy;
- Coordinate with subject matter experts to create curriculum for modules, including developing scenario-based case studies and role playing situations to allow learners to practice integrating new information into investigation conversations;
- Facilitate the development and delivery of a 25-hour Disease Investigator training program;
- Coordinate the registration for all training modules;
- Award public health, nursing and other applicable continuing education credits to participants who complete the training modules;
- Deliver trainings that include a mix of interactive, web-based offerings (using the Rutgers LMS Canvas), coupled with in-person north/south classroom sessions, with interactive learning from subject matter experts. Opportunities for scenario-based role playing, self-reflection and analysis will be incorporated wherever appropriate;
- Proposed roll out date will be November 1, 2023. Training series to end by June 30, 2024;
- Build learning modules in Canvas to track users and completion;
- Record modules and post to Canvas for future access (on-demand);
- Conduct evaluation of all learners at the end of each training and as a summative evaluation at the end of the project;
- Share sign-in attendance sheets with DOH of in-person modules;
- Coordinate evaluation and identify follow up needed to ensure a trained public health workforce.

Training Program 2: Tickborne Disease and Tick Surveillance Training

August 1, 2023 – July 31, 2024

In support of the NJDOH Communicable Disease Service's "Tickborne Disease and Tick Surveillance meeting" the Rutgers Center for Public Health Workforce Development will coordinate appropriate meeting space, room setup, and meeting equipment and materials for up to 40 on-site attendees, for a two-day meeting. Rutgers will coordinate meeting registration and ensure on-site technical and administrative support is available for trouble shooting. Meeting locations to be determined in collaboration with NJDOH. Adequate parking is needed

at all site locations.

- Offer 1.5 day session at a central location for state and local health dept. vectorborne staff and mosquito control professionals (up to 30 staff);
- Arrange outdoor field activities for tick specimen collection, microscope analysis, and lecture.
- Share sign-in attendance sheets with DOH at the end of the training;
- Conduct evaluation of all learners at the end of the project;
- Engage faculty expertise from the Department of Entomology and/or Center for Vector Biology for site location and to present selected information to participants. Note: it is anticipated that Rutgers and NJDOH staff will jointly offer presentation content and/or coordinate training sessions.
- Specific meeting dates are yet to be determined but will be conducted by May 2024.
- Day 2 activities are weather-dependent and will need a "rain date" option to postpone Day 2 until suitable weather conditions exist.
- Day 1: Provide meeting space with tables and chairs and presentation capabilities (projection screen, microphone). Preferred meeting space is U-shaped.
- Day 2 AM: A fieldwork location is needed, either near a wooded or meadowed area that can be used for field-based tick surveillance.
- Day 2 PM: Provide meeting space containing sufficient microscopes and computers with access to the internet. Space should also have presentation capabilities (projection screen, microphone).

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 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.
 - a. Providing such written notice in the predominant native language of the workforce; and
 - b. Including such requirements in any subsequent MOA with another party to carry out its obligations under the MOA.
6. Data Privacy and Data Security
- a. 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 <https://www.nj.gov/it/>. Service Provider Agency agrees to comply with the data privacy and security standards set forth at Attachment C, incorporated herein by reference.
7. Compliance with N.J.A.C. 17:44-2.2
- In addition to the provisions of Sections II.B.1.c and III.A.3 of this MOA, Service Provider Agency shall maintain all documentation related to products, transactions or services under this MOA for a period of seven years from the date of final payment in compliance with N.J.A.C. 17:44-2.2. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
8. Compliance with OMB Circular 03-23-OMB
- The Parties agree to comply with the provisions of OMB Circular 03-23-OMB.

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/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 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 this MOA.
- K. The Parties agree that all data resulting from this MOA are to be considered confidential and shall be used solely for the purposes outlined above. The Parties are required to use reasonable care to protect the confidentiality of the data.

V. TERMS AND TERMINATION

- A. Subject to any rights of termination hereinafter set forth, this MOA shall become effective on August 1, 2023, and shall remain in effect through July 31, 2024
 - 1. A portion of 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 persons identified at Section VI and delivered via U.S. Certified Mail, return receipt requested, and shall be effective upon receipt.
- D. Upon early termination of this MOA, the Service Provider Agency agrees to return any funds appropriated by the Funding Agency that were not expended to provide service deliverables specified at Section III, unless the parties agree in writing otherwise.

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] Medical Director
Infectious and Zoonotic Disease Program
Division of Epidemiology, Environmental and Occupational Health New Jersey
Department of Health
P.O. Box 369
Trenton, New Jersey 08625-0369 Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

Fiscal Officer

[REDACTED]

Contract Administrator II
ELC COVID-19 Response
New Jersey Department of Health
P.O. Box 369
Trenton, New Jersey 08625-0369 Phone: [REDACTED]
Email: [REDACTED]

For Rutgers, The State University of New Jersey:

Program Officer

Chrissa Papaioannou
Associate Director, Research & Sponsored Programs
Rutgers, The State University
133 Knightsbridge Road, 2nd Floor East
Piscataway, NJ 08854
Phone: [REDACTED]
Email: [REDACTED]

Fiscal Officer

Lamar Oglesby
Executive Director, Research Financial Services
Office/Organization
133 Knightsbridge Road, 2nd Floor East
Piscataway, NJ 08854
Phone: [REDACTED]
Email: [REDACTED]

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

New Jersey Department of Health:

Greta Anschuetz

Greta Anschuetz, MPH
Acting Deputy Commissioner
Public Health Services

1/11/2024

Date

Rutgers, The State University of New Jersey:

CM Chrissa
Papaioannou, PE, CRA

Chrissa Papaioannou
Associate Director
Research & Sponsored Programs

Digitally signed by Chrissa
Papaioannou, PE, CRA
Date: 2024.01.22 14:29:20
-05'00'

01/22/2024

Date

ATTACHMENT A

This Attachment A is hereby incorporated into the Memorandum of Agreement (MOA) between the New Jersey Department of Health (NJDOH) and Rutgers, The State University (Rutgers), entitled, "Public Health Workforce Training Services"

I. METHOD OF PAYMENT

A. NJDOH will make quarterly cost reimbursement payments based upon receipt of approved financial reports and State invoices, as follows:

1. Costs must identify, and be separated by, the specific training program
2. For purchased items:
 - a) Purchase orders;
 - b) Invoices; and
 - c) Payments made.
3. For conference fee reimbursement:
 - a) Completed attendance sign-in sheet indicating the numbers of:
 - i. State employees;
 - ii. Rutgers employees; and
 - iii. Non-state employees.

B. Quarters shall be defined as follows:

Training Program 1: Cultural Competency and Health Equity Training Series

Year 1 Quarter 1: August 1, 2023-October 30, 2023

Year 1 Quarter 2: November 1, 2023-January 31, 2024

Year 1 Quarter 3: February 1, 2024-April 31, 2024

Year 1 Quarter 4: May 1, 2024-July 31, 2024

Training Program 2: Tickborne Disease and Tick Surveillance Training

Year 1 Quarter 1: August 1, 2023-October 30, 2023

Year 1 Quarter 2: November 1, 2023-January 31, 2024

Year 1 Quarter 3: February 1, 2024-April 31, 2024

Year 1 Quarter 4: May 1, 2024-July 31, 2024

C. NJDOH may withhold final payment pending receipt and acceptance of final reports.

II. FINANCIAL AND PERFORMANCE REPORTING AND MOA MONITORING

A. Expenditure Reports.

Rutgers shall submit a quarterly expenditure report to NJDOH, within 30 days after the end of each quarter. A final expenditure report shall be due no later than 30 days after the end of the project period.

B. Progress Reports.

Rutgers shall submit reports detailing progress for each training program by email to the Program Manager for NJDOH's Infectious & Zoonotic Disease Program, within 30 days after the end of each quarter.

C. Meetings.

Rutgers is required to attend monthly technical assistance meetings with NJDOH, or as needed.

D. Monitoring Requirements.

NJDOH will monitor progress on a bi-weekly basis to ensure the timely progression of the project and, if needed, will initiate improvement plans to overcome any barrier to completion.

III. MODIFICATIONS TO THE AGREEMENT

The MOA and any attachments 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:

A. 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.

B. Budget Revisions

Budget revision requests made by Service Provider Agency may be granted in writing by the NJDOH Program Management Officer and NJDOH Fiscal Officer identified in the MOA at Section VI, no later than 150 days prior to the end of the budget period.

C. Modifications to Service Deliverables

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

IV. SPECIAL CONDITIONS

The MOA has no special conditions.

V. MULTI-YEAR AGREEMENTS

A. The MOA is for the period of August 1, 2023, through July 31, 2024, and authorization is approved for that time.

ATTACHMENT B

This Attachment B is hereby incorporated into the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and Rutgers, The State University of New Jersey, "Public Health Workforce Training Services"

Training Program 1: Cultural Competency and Health Equity Training Series

Category	Name	base salary	cal.	acad.	sum.	requested salary/fringe	TOTAL YR 1	
KEY PERSONNEL								
Lead PI	Colleen McKay Wharton		3.90		-	\$ 38,793.00 \$ 12,072.00	\$ 50,865.00	
Co-I	Phil McCabe		3.00		-	\$ 19,600.00 \$ 6,099.00	\$ 25,699.00	
SUBTOTAL							\$ 76,564.00	
OTHER PERSONNEL								
Category		Percent Effort	Months	PPL	Cal	requested salary/fringe	total	
Kendra Julien (Program Coordinator)		37%	12.0	1	4.40	\$ 25,676.00 \$ 7,990.00	\$ 33,666.00	
William Sawyer (Website Design)		2%	12	1	0.20	\$ 1,274.00 \$ 396.00	\$ 1,670.00	
Gail Lavan (Registration)		5%	2	1	0.10	\$ 355.00 \$ 110.00	\$ 465.00	
Laura Warne (Outreach and Social Media)		10%	2	1	0.00	\$ 1,075.00 \$ 335.00	\$ 1,410.00	
Megan Rockafellow Baldoni (Evaluation)		4%	12	1	0.00	\$ 4,554.00 \$ 1,417.00	\$ 5,971.00	
Stacey Porter (Admin Manager)		8%	6	1	0.50	\$ 3,471.00 \$ 1,080.00	\$ 4,551.00	
Category		No. of Hours	Weeks	PPL	Cal	requested salary	fringe	total
IT Tech Support		20.00	4	1	0.50	\$ 12,000.00	\$ 918.00	\$ 12,918.00
SUBTOTAL							\$ 60,651.00	
Category	Description	per unit cost	number	TOTAL YR 1				
LOCAL TRAVEL				milage				
General Project Local Travel	<i>e.g., taxis, subway fares, car rental...</i>	0.62	2250	\$ 1,395.00				
SUBTOTAL				\$ 1,395.00				
TRAVEL TOTAL				\$ 1,395.00				
OTHER DIRECT COSTS								
Materials and Supplies 1	Printing Handouts/Binders/Tab	\$ 25.00	300	\$ 7,500.00				
Materials and Supplies 2	Meeting Expenses	\$ 50.00	300	\$ 15,000.00				
MATERIALS/SUPPLIES TOTAL				\$ 22,500.00				
Consultant Services 1	Actors	\$ 155.10	15	\$ 2,327.00				
Consultant Services 2	Trainers	\$ 1,000.00	8	\$ 8,000.00				
Consultant Services 3	Recorded Scenarios	\$ 500.00	4	\$ 2,000.00				
Consultant Services 4	Consultants	\$ 1,000.00	5	\$ 5,000.00				
CONSULTANT SERVICES TOTAL				\$ 17,327.00				
<i>All consultants must be registered in Marketplace before working with RU</i>								
Other 1	SPACE Rental	\$ 2,500.00	6	\$ 15,000.00				
Other 2	Teaching & Learning with Technology (TLT)	\$ 7,000.00	1	\$ 7,000.00				
Other 3				\$ -				
OTHER DIRECT COSTS TOTAL				\$ 63,222.00				
TOTAL DIRECT COSTS				\$ 200,437.00				
IDC Base				\$ 200,437.00				
INDIRECT COSTS	Indirect Cost Type: Off Campus other Sponsored Programs		37.2%	\$ 74,563.00				
TOTAL GRANT AMOUNT (includes all Indirects)				\$ 275,000.00				

Training Program 2: Tickborne Disease and Tick Surveillance Training

PROJECT START DATE: 8/1/2023
 PROJECT END DATE: 7/31/2024

Category	Name	base salary	cal.	acad.	sum.	requested salary	fringe	TOTAL YR 1
KEY PERSONNEL								
Lead PI	Colleen McKay Wharton		-		-	\$ -	\$ -	\$ -
SUBTOTAL								\$ -
OTHER PERSONNEL								
Category		Percent Effort	Months	PPL	Cal	requested salary	fringe	total
Kendra Julien (Program Coordinator)		10%	4.0	1	0.40	\$ 2,308.00	\$ 718.00	\$ 3,026.00
SUBTOTAL								\$ 3,026.00
OTHER DIRECT COSTS								
Materials and Supplies 1	Meeting Expenses & Microscopes							\$ 2,405.00
MATERIALS/SUPPLIES TOTAL								\$ 2,405.00
Other 1	Instructor Fees							\$ 400.00
Other 2								\$ -
Other 3								\$ -
OTHER DIRECT COSTS TOTAL								\$ 2,805.00
TOTAL DIRECT COSTS								
IDC Base								\$ 5,831.00
INDIRECT COSTS Indirect Cost Type: Other Sponsored Programs								37.2% \$ 2,169.00
TOTAL GRANT AMOUNT (includes all indirects)								\$ 8,000.00

ATTACHMENT C

Secure Protection and Handling of DOH Data by Rutgers, The State University of New Jersey

Attachment C is hereby incorporated into and provides for additional provisions and conditions between the New Jersey Department of Health (DOH) and Rutgers, The State University of New Jersey (Rutgers), for a Memorandum of Agreement entitled "MOA" (MOA)."

- 1. Data Classification and Confidentiality:** Data shall mean Personally Identifiable Information (PII) and other data or information to which Rutgers receives or otherwise has access pursuant to the provision of services under this MOA and shall be classified as confidential and secured as such, as defined by the New Jersey Statewide Information Security Manual, (effective 2/21/2021) https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf (SISM).
- 2. Compliance with the Law for the Use and Disclosure of Confidential Information:** Rutgers agrees to preserve the confidentiality, integrity and accessibility of Data collected, accessed or obtained pursuant to this MOA. Rutgers agrees that any and all Data exchanged shall be used expressly and solely for the purpose of performing services set forth in the MOA. Rutgers agrees that beyond Rutgers performance of the services in the MOA, Rutgers shall not share, disclose, distribute, repurpose or share across other applications, environments, or business units of Rutgers any Data collected, accessed or obtained under this MOA. Rutgers further agrees that Data shall not be re-used, shared, disclosed, distributed, transmitted, exchanged or otherwise passed to other 3rd parties except on a case-by-case basis as specifically authorized in writing through a modification to the MOA.
- 3. Information Security, Privacy and Generally recognized Industry Standards:** Rutgers agrees to ensure the security and privacy of State information systems is aligned with the administrative, physical and technical controls and objectives, as documented in the SISM, including but not limited to secure Data storage and encryption. The SISM is derived from applicable State and federal laws; industry best practices including, but not limited to National Institute of Standards and Technology (NIST) Cybersecurity Framework for Improving Critical Infrastructure; NIST Special Publication 800-53, the international security and privacy practices aligned with ISO 27001 series, Center for Internet Security (CIS) Top 20 Critical Security Controls; the Cloud Security Alliance, (CSA) Cloud Controls Matrix (CCM); lessons learned; and other New Jersey State Government applicable laws and standards.
- 4. End of Agreement Data Handling.** Rutgers agrees that upon termination of the Agreement, Rutgers shall upon receipt of written instructions from DOH, return Data to DOH in accordance with SISM requirements for secure Media Transport MP-06 and/or securely and permanently destroy all Data in accordance with the SISM requirements for secure Media Sanitization MP-09 which are based upon NIST Special Publication 800-88, rev. 1, Guidelines for Media Sanitization.
- 5. Security Breach Notification.** Rutgers agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification required by applicable law as determined by DOH. In the event of a breach of any of

Rutgers' security obligations, or other event requiring notification under applicable law, Rutgers agrees to:

- a. Notify DOH of such an event immediately upon discovery the DOH privacy officer at privacy.officer@doh.nj.gov and DOH Information Security Office at iso@doh.nj.gov, 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 Rutgers and any affiliates that provide a service for the processing, transport or storage of DOH's data. DOH will announce its intent to audit Rutgers by providing at a minimum two weeks (10 business days) notice to Rutgers. 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 Rutgers' premises, Rutgers will allow the Auditors access to their site. Where necessary, Rutgers will provide a personal site guide for the Auditors while on site. Rutgers 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. Rutgers 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 DOH or its appointed audit firm performing their own audit, if Rutgers has an external audit firm that performs a Statement on Standards for Attestation Engagements no. 18 (SSAE 18) report and certification, Rutgers shall submit the report and certification to DOH. DOH has the right to request additional controls to be added to Rutgers's environment for testing the controls that have an impact on DOH data. Audits will be at DOH's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by Rutgers.