



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
Commissioner

MEMORANDUM OF AGREEMENT

BETWEEN

NEW JERSEY DEPARTMENT OF HEALTH

AND

**RUTGERS, THE STATE UNIVERSITY,
On behalf of its RBHS - SCHOOL OF PUBLIC HEALTH**

FOR

COVID-19 CONTACT TRACING

WHEREAS, pursuant to N.J.S.A. 26:4-1 et seq., the New Jersey Department of Health (NJDOH), through its Public Health Services Branch, is authorized to conduct public health activities related to the control and prevention of diseases in New Jersey; and

WHEREAS, the 2019 coronavirus SARS-CoV-2 outbreak, which causes the disease known as COVID-19, has spread throughout the United States of America, including but not limited to the State of New Jersey (the "State"); 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 state of emergency exist in the State due to COVID-19 and, thereafter, issued Executive Order Nos. 119 and 138 continuing EO 103, as well as all other Executive Orders issued to respond to the COVID-19 public health emergency, due to the continued public health emergency; and

WHEREAS, EO 103 recognizes that it is necessary and appropriate to take immediate actions against this public health hazard to protect and maintain, as well as, restore the health, safety and welfare of State 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, under the declared Public Health Emergency, the Commissioner of the NJDOH is empowered, pursuant to N.J.S.A. 26:13-12, to take all reasonable and necessary measures to prevent the transmission of infectious disease and apply proper controls and treatment for infectious disease; and

WHEREAS, pursuant to an award from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, under the Cooperative Agreement entitled, “Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)”, Grant No. 6 NU50CK000525-01-05, CFDA No. 93.323, effective August 1, 2019 through July 31, 2024, NJDOH has funding to conduct public health activities into the surveillance and investigation of infectious diseases; and

WHEREAS, pursuant to N.J.S.A. 26:1A-15, NJDOH may enter into agreements with other State agencies to carry out the mission of the Department; and

WHEREAS, pursuant to N.J.S.A. 18A:64M-2, Rutgers, The State University, a body corporate and politic and an instrumentality of the State of New Jersey, is a comprehensive public health research university authorized to engage in activities that benefit health outcomes of the State and its residents; and

WHEREAS, pursuant to N.J.S.A. 18A:65-1 et seq., Rutgers, The State University, on behalf of its RBHS - School of Public Health (RUSPH) is authorized to enter into contracts and agreements with the State or any of its political subdivisions for purposes consistent with its public mission; and

WHEREAS, expansive and extensive contact tracing of contacts of individuals with COVID-19 is essential for mitigating and controlling the spread of the virus now and to ensure that the State is prepared to mitigate against future potential outbreaks of the virus; and

WHEREAS, NJDOH seeks to engage the professional services of RUSPH to launch a program of SARS-CoV-2 (COVID-19) contact tracing; and

WHEREAS, NJDOH has considered the factors set forth at 2 C.F.R. 200.330, and determined RUSPH is a “contractor” as defined by that federal regulation;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. INCORPORATED DOCUMENTS AND DEFINITIONS

A. Incorporated Documents

1. The Federally Funded Contracts Rider is incorporated into this Agreement, as Exhibit E, as additional terms required by 2 CFR §200.317.

B. Definitions

1. "Contact Tracer," as used in this Memorandum of Agreement (MOA), shall mean a person trained to trace and monitor the contacts of infected people and to notify them of their exposure; they may also be required to perform case investigation interviews if contact found to have symptoms of COVID-19.
2. "Social Support Coordinator," as used in this MOA, shall mean a person trained to serve in a county/regional health department as a liaison to educational entities affected by COVID-19 and to assist them with planning in areas such as testing, contact tracing, containment and referrals/connections to social services.

II. OBLIGATIONS AND RIGHTS OF NJDOH

A. Obligations

1. NJDOH shall provide funding in an amount not to exceed:
 - \$13,266,662.00 as follows:
 - a. Payment is contingent upon the satisfactory delivery of services as described herein at Section III.A., "RUSPH 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 shall be made for approved budget costs, set forth at Attachment B, incorporated herein by reference.
2. NJDOH 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, Section II.
3. NJDOH shall coordinate, manage, supervise and assign work to the Contact Tracers (as defined below). NJDOH will work with each applicable County

and/or Local Health Department (LHD) to ensure the Contact Tracers have sufficient, suitable and safe workspace, equipment and connectivity to ensure proper performance of this Agreement.

4. NJDOH shall assign work and direct the Contact Tracers and Social Support Coordinators to perform tasks in furtherance of the objectives and scope of this Agreement. NJDOH shall have the right to assign this obligation to the County and/or LHD that the Contact Tracer will report to and work out of.
5. NJDOH shall provide each Contact Tracer and Social Support Coordinator access to all necessary and applicable software systems needed for their performance hereunder and shall ensure that each Contact Tracer adheres to any terms of use for such software systems required by NJDOH. For the avoidance of doubt, RUSPH shall not seek nor gain access to any protected or sensitive NJDOH system or application for the performance of this Agreement, except for Contact Tracers who are performing NJDOH directed tasks and/or activities and for training or sandbox sites.

B. Rights

1. Audit

- a. NJDOH has the right to audit all accounts and/or records maintained by the RUSPH for this project. The NJDOH's right to audit shall continue for seven (7) years after the conclusion of this MOA.
- b. NJDOH has the right, during normal business hours, to access all records and/or data pertaining to this MOA.

2. Work Product

- a. NJDOH owns all data originated, developed, prepared, used, obtained, created, and maintained in the performance of services set forth herein. All written work produced pursuant to this MOA shall bear an acknowledgment of the support of the NJDOH.
- b. NJDOH must grant prior written approval before the RUSPH may release any written work produced utilizing funds or data obtained pursuant to this MOA. Such approval shall not be unreasonably withheld.
- c. NJDOH has the right to edit all written work produced pursuant to this MOA and to add acknowledgements or disclaimers as it, in its sole discretion, deems appropriate.
- d. Notwithstanding the foregoing, the parties agree that RUSPH and NJDOH shall jointly own all training materials, training resources and copyrightable materials generated under this agreement by RUSPH. The parties further acknowledge that given the rapid development of new information and discoveries, that the parties each DISCLAIM ANY WARRANTY OR REPRESENTATION THAT THE JOINTLY OWNED WORK PRODUCT IS ACCURATE, COMPLETE, FREE FROM ANY DEFECT OR FIT FOR ANY PURPOSE, AND THAT

EACH PARTY'S USE OF THE JOINTLY OWNED WORK PRODUCT IS DONE SO AT ITS OWN AND SOLE RISK AND LIABILITY.

- e. NJDOH 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 pursuant to this MOA by the RUSPH.

3. Equipment

- a. Any equipment acquired with funds from this MOA is the property of the NJDOH. RUSPH shall notify NJDOH, in writing, when the equipment is no longer needed for fulfillment of its obligations under this MOA or upon expiration or termination of this MOA, whichever is sooner. Upon such notification, NJDOH shall notify RUSPH, in writing, to either (1) dispose of said equipment in accordance with Treasury Circular 20-13-DPP and provide the proceeds to NJDOH, or (2) return the equipment to NJDOH. RUSPH may request to purchase said equipment at fair market value as negotiated between NJDOH and RUSPH.

III. OBLIGATIONS AND RIGHTS OF RUSPH

A. Obligations

- 1. RUSPH shall deliver work established in the budget at Attachment B.
- 2. RUSPH shall submit expenditure, progress and final reports and State invoices as set forth at Attachment A.
- 3. RUSPH shall maintain all records related to this MOA for a period of seven years after the conclusion of this MOA.
- 4. RUSPH shall work with the individual Contact Tracers and Social Support Coordinators to remedy and resolve any security issues on the devices supplied by the Contact Tracers and/or Social Support Coordinators identified by NJDOH. In doing so, RUSPH agrees to comply with the security standards set forth at Attachment C, incorporated herein by reference.

5. Schedule of Work. RUSPH agrees to deliver the following work in the expressed timeframe as follows:

Deliverables	Completion Date
Onboarding Contact Tracers & Social Support Coordinator Candidates: Conduct screenings and interviews and review potential contact tracers and social support coordinator candidates. Individuals hired will be assigned to the community in which they live or attend school so recruits must come from every county in the state. In alignment with the disease progression in the state, NJDOH may request increased or reduced focus on recruitment from a certain county where necessary. Complete employee technology verification and vetting to ensure potential hires have access to secure and reliable high speed internet (minimum download speed of 25 Mbps; minimum upload speed of 3 Mbps) and confirm each candidate has reviewed and evaluated that any personal device(s) meet standards set forth herein. Facilitate supplemental retraining of contact tracing staff as new guidance and procedures are implemented, or if an individual's performance mandates additional training. Track, ensure, and verify satisfactory completion of all required training through a learning management system or similar solution to be provided by the RUSPH; maintain completion certificates as part of employee records and produce if requested by NJDOH, County, or LHDs. RUSPH shall have contact tracing staff read and acknowledge receipt of all policies and forms as required by NJDOH.	
Contact Tracing Program Training Develop standardized training to be delivered to all individuals hired as part of the State of New Jersey's COVID-19 Contact Tracing Program, including contact tracers hired by Local Health Departments upon request. Training modules must include the following topics at a minimum: • Contact Tracing (compiled from available curriculum from ASTHO or Johns Hopkins) • CommCare by Dimagi Pre-recorded training videos from CommCare will be incorporated into the RUSPH training. • Overview of the NJ Public Health Ecosystem • Data privacy and confidentiality	June 19, 2020 (Version 1.0)

• Phone Interviewing techniques • Cultural competency, cultural sensitivity, cultural humility, and professional empathy • Other content to be determined by NJDOH (in collaboration with LHDs) and Rutgers training development team. Deliverable Format: • Asynchronous training modules according to subject; • Corresponding training documents and videos are accessible through Rutgers Canvas. All training materials will be provided to NJDOH. • Documents should include, at minimum: ○ Sample call scripts for case and contact interviews ○ Frequently Asked Questions	
1,000 Contact Tracers Recruit, train, and provide supervisory support for temporary hourly workers. Recruitment efforts should begin with students already placed and volunteering as Contact Tracers and then in counties that participated in the initial CommCare pilot, Camden and Essex. Deliverable Format: Weekly recruitment reports including the following components, at minimum: • Application Progress Report: Number of applications received with demographic breakdown (where available) inclusive of sending school, academic program, county and municipality of residence • Onboarding Progress Report: Number of students onboarded with demographic breakdown (where available) inclusive of sending school, academic program, county and municipality of residence	June 19, 2020 – 50 begin training June 26, 2020 – 50 begin training July 2, 2020 – 50 begin training July 10, 2020 – 50 begin training July 17, 2020 – 100 begin training July 24, 2020 – 100 begin training July 31, 2020 – 150 begin training August 7, 2020 – 150 begin training August 14, 2020 - 150 begin training August 21, 2020 – 150 begin training
21 Social Support Coordinators Recruit and train and provide supervisory support for 21 staff (1 for	July 3, 2020 – 21 begin training

each of the 21 counties). Social support staff will work 35 hours/week. Recruitment efforts should begin in counties participating in initial CommCare pilot, Camden and Essex. Deliverable Format: Recruitment report including the following components, at minimum: • List of students onboarded with demographic breakdown (where available) inclusive of academic program, county and municipality of residence, assigned County and/or LHD	
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6. RUSPH shall cooperate with the NJDOH and/or any government entity to ensure that any transition to a successor to RUSPH does not disrupt the delivery of services under this MOA. This obligation shall survive termination or expiration of this MOA for a period of one year.

7. Whistleblower Protection Notice:

RUSPH 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.

8. Data Privacy and Data Security

a. Except for Contact Tracers and Social Support Coordinators performing tasks directed by NJDOH, RUSPH agrees that RUSPH will not have access to CommCare or to any data or information in CommCare. RUSPH agrees to protect the privacy and confidentiality of personally identifiable information it collects for Contract Tracers and Social Support Coordinators recruited pursuant to this MOA. RUSPH shall not use or disclose personally identifiable information of Contract Tracers and Social Support Coordinators recruited under this agreement except to NJDOH or a Local Health Department in performance of this MOA.

b. Only to the extent RUSPH supplies any equipment to the Contact Tracers and Social Support Coordinators, RUSPH agrees to comply with applicable federal and State law, as well as 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/services/policies.shtml> and https://www.tech.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf and telecommuting resources for COVID-19 and monthly bulletins issued by NJ Office of Homeland Security and Preparedness at <https://www.cyber.nj.gov/>

c. Equipment and Telecommuting Security. RUSPH shall ensure that any equipment used by Contact Tracers shall at a minimum include the following technology requirements for the Contact Tracers: access to reliable/trusted Wi-Fi/internet connection; PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; PC with audio capability or a headset required.

In addition, RUSPH agrees to require each Contract Tracer and Social Support Coordinator to sign and abide by the additional terms and conditions set forth at Attachment D, incorporated herein by reference. RUSPH shall ensure that all equipment it provides to the Contract Tracers and Social Support Coordinators, and any personal devices the Contact Tracer or Social Support Coordinator brings to use, complies with the security requirements set forth herein and in Attachment D

including security requirements for use of any RUSPH or personal devices and telecommuting.

B. Rights

RUSPH has the rights set forth at Sections 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 RUSPH's submission, and the NJDOH's acceptance, of the budget, which is incorporated herein as 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 the 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. The parties agree that RUSPH shall be relieved of performance hereunder if funding becomes unavailable.
- J. NJDOH reserves the right to authorize others to reproduce, publish, or otherwise use any work developed under the MOA.
- K. RUSPH agrees that any and all personally identifiable data created, maintained, or received pursuant to this MOA are owned by the NJDOH. RUSPH agrees that all personally identifiable data shall be used expressly and solely for the purposes enumerated in this MOA. RUSPH agrees that it will not distribute, repurpose, or share personally identifiable data created, maintained, or received pursuant to this MOA across other applications, environments, or business units of the RUSPH. RUSPH further agrees that it

- will not transmit, exchange, or otherwise pass personally identifiable data created, maintained, or received pursuant to this MOA to other interested parties except on a case-by-case basis as specifically agreed to in writing by the NJDOH.
- 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 each applicable Institutional Review Board.
 - M. This MOA is the complete and final agreement between the parties. It supersedes all prior agreements, drafts, letters of intent or discussions.
 - N. This MOA may be executed by the parties in counterparts.
 - O. This MOA may be executed by the parties using electronic signatures.
 - P. The RUSPH shall not issue a press release or other publicity regarding this MOA or its subject matter without the prior written approval of the NJDOH.

V. TERMS AND TERMINATION

- A. Subject to any rights of termination hereinafter set forth, this MOA shall become effective on June 1, 2020 and shall remain in effect through September 15, 2020.
 - 1. A portion of the project period covered by this MOA is retroactive.
 - 2. Neither party shall incur a penalty as a result of the retroactive period.
- B. This MOA may be terminated by either party, or by mutual agreement, with or without cause upon 30 days' advance written notice.
- C. Notice of termination shall be sent to the contact persons 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 termination, all unexpended funds appropriated by the NJDOH to the RUSPH shall be immediately returned to the NJDOH through the contact person identified at Section VI without any further expenditure except as specifically approved by the NJDOH in writing.

VI. PRINCIPAL CONTACTS

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

For the New Jersey Department of Health:

Program Management Officer

Thalia Sirjue
Deputy Chief of Staff
New Jersey Department of Health
PO Box 360
Trenton, NJ 08625
(609) 376-0952
Thalia.Sirjue@doh.nj.gov

Fiscal Officer

Eric Carlsson
Director, Budget and Financial Planning
New Jersey Department of Health
PO Box 360
Trenton, NJ 08625
(609) 376-8480
eric.carlsson@doh.nj.gov

For Rutgers, The State University of New Jersey

Program Officer

Mitchel A. Rosen, PhD
Director
Rutgers School of Public Health
Center for Public Health Workforce Development
300 Atrium Drive
Somerset, NJ 08873
mrosen@sph.rutgers.edu

Fiscal Officer

Lamar Oglesby
Director, Grant and Contract Accounting
Rutgers, The State University of New Jersey
33 Knightsbridge Road
Second Floor, East Wing
Piscataway, NJ 08884-3925
Phone: 848-932-0165; Fax: 732-932-0182
E-mail: lamar.oglesby@rutgers.edu

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

New Jersey Department of Health:

Signature:

Thalia Sirjue
Thalia Sirjue
Deputy Chief of Staff

7/22/2020

Date

Rutgers, The State University:

Signature:

S. David Kimball
S. David Kimball, Ph.D.
Senior Vice President, Office of Research
and Economic Development

7/20/2020

Date

ATTACHMENT A

I. METHOD OF PAYMENT

- A. NJDOH shall make cost reimbursement payments on a monthly basis upon receipt of timely and satisfactory financial and performance reports and State invoices.
- B. A monthly period is defined herein as follows:
 - 1st Month: June 1-30
 - 2nd Month: July 1-31
 - 3rd Month: August 1-31
 - 4th Month: September 1-15
- C. The final payment shall be withheld pending receipt of final reports.

II. FINANCIAL AND PERFORMANCE REPORTING AND MOA MONITORING

- A. **Expenditure Reports.**
RUSPH shall submit expenditure reports and State invoices to NJDOH no later than 30 days after the end of each month
- B. **Performance Reports.**
RUSPH shall submit to NJDOH performance reports in the form specified by NJDOH no later than 30 calendar days after the end of each monthly period.
- C. **Meetings.**
RUSPH shall attend monthly technical assistance meetings with NJDOH.
- D. **Monitoring Requirements.**
NJDOH shall monitor performance and expenditure reports on a monthly basis to ensure the timely progression of the project and, if needed, will initiate improvement plans to overcome any barriers to completion.
- E. **Final Reports.**
RUSPH shall submit the final expenditure and performance reports no later than 30 days following the close of the MOA year.

III. MODIFICATIONS TO THE AGREEMENT

A. Modification.

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 IV. of the MOA with the approval of the NJDOH Program Management Officer identified in the MOA at Section VI.

4. **Support for Training Portion of Service Deliverables**

The Parties expressly understand and agree that circumstances may require support from RUSPH with respect to the jointly owned training portion of service deliverables past the initial termination date of this MOA. The Parties agree to reasonably extend the time period of this MOA and to reasonably modify the service deliverables of this MOA as necessary to ensure that DOH training efforts remain updated and effective.

B. Notice.

NJDOH shall serve written notice of any modifications to the RUSPH.

ATTACHMENT B

This Attachment B is hereby incorporated into the Memorandum of Agreement between the New Jersey Department of Health (NJDOH) and Rutgers University School of Public Health (RUSPH) entitled, "COVID-19 Contact Tracing."

See below.

FUNDER:	NJ DOH								
PROJECT TITLE:	Contact Tracer Program								
PROJECT START DATE:	6/1/2020								
PROJECT END DATE:	9/15/2020								
		3.5-MONTH POP DETAILS							
Category	Name	cal.	acad.	sum.	requested salary		fringe	TOTAL	
KEY PERSONNEL (See Tab 3)									
P/PPD	Perry Halkitis	0.95		-	\$ 31,057.00		\$ 14,348.00	\$ 45,405.00	
Co-PI	Mitchel Rosen	1.23		-	\$ 19,908.00		\$ 9,198.00	\$ 29,106.00	
Co-I	Sarah Kelly	2.45		-	\$ 18,217.00		\$ 8,416.00	\$ 26,633.00	
Co-I	Claire Brown	2.45		-	\$ 13,878.00		\$ 6,412.00	\$ 20,290.00	
Co-I	Colleen McKay Wharton	1.51			\$ 13,219.00		\$ 6,107.00	\$ 19,326.00	
Co-I	Marian Passannante	2.73			\$ 53,266.00		\$ 24,609.00	\$ 77,875.00	
Assistant Dean of Finance & Admin	Anthony Cheung	1.23			\$ 19,614.00		\$ 9,062.00	\$ 28,676.00	
Chief of Staff	Paris Mourgues	1.23			\$ 12,996.00		\$ 6,004.00	\$ 19,000.00	
Director of Research	Katherine Zapert	1.23			\$ 12,092.00		\$ 5,587.00	\$ 17,679.00	
Financial Analyst	May Lee	1.23			\$ 9,098.00		\$ 4,203.00	\$ 13,301.00	
Manager of Human Resources	Fay West	1.23		-	\$ 8,749.00		\$ 4,042.00	\$ 12,791.00	
SUBTOTAL								\$ 310,082.00	
Title	Name (if known)		#	requested salary		fringe	total		
OTHER PERSONNEL (See Tab 4)									
Contact Tracing Supervisor	TBD		3	\$ 48,120.63		\$ 22,233.00	\$ 70,354.00		
Project Manager	TBD		1	\$ 20,417.00		\$ 9,433.00	\$ 29,850.00		
Hourly Contact Tracers	TBD		1,000	\$ 10,500,000.00		\$ 803,000.00	\$ 11,303,000.00		
Social Support Coordinators	TBD		21	\$ 308,700.00		\$ 23,616.00	\$ 332,316.00		
SUBTOTAL								\$ 11,735,520.00	
TOTAL PERSONNEL								\$ 12,045,602.00	
OTHER DIRECT COSTS TOTAL								\$ 15,000.00	
TOTAL DIRECT COSTS								\$ 12,060,602.00	
Total 3.5-month PO									
IDC Base								\$ 12,060,602.00	
INDIRECT COSTS		Indirect Cost Type: NJ State contractor rate				10.0%		\$ 1,206,060.00	
TOTAL GRANT AMOUNT								\$ 13,266,662.00	

ATTACHMENT C

Secure Protection and Handling of DOH Data by RUSPH

Attachment C is hereby incorporated into and provides for additional provisions and conditions between the New Jersey Department of Health (DOH) and the Rutgers University School of Public Health (RUSPH) for a Memorandum of Agreement entitled "COVID-19 Contact Tracing."

1. DOH Data.

DOH 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 RUSPH receives or to which RUSPH otherwise has access pursuant to the provision of services under the MOA.

2. Network Security.

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

3. Application Security.

RUSPH 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.

RUSPH agrees to preserve the confidentiality, integrity and accessibility of DOH data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that RUSPH 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 RUSPH or open source support.

5. Data Storage.

RUSPH agrees that any and all DOH data will be stored, processed, and maintained solely on designated target servers and that no DOH 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 RUSPH's designated backup and recovery processes and encrypted in accordance with "7. Data Encryption."

6. Data Transmission.

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

7. Data Encryption.

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

8. Data Re-Use.

RUSPH agrees that any and all DOH data exchanged shall be used expressly and solely for the purposes enumerated in this MOA and this Addendum. DOH data shall not be distributed, repurposed or shared across other applications, environments, or business units of RUSPH. RUSPH further agrees that no DOH data of any kind shall be transmitted, exchanged or otherwise passed to other interested parties except on a case-by-case basis as specifically agreed to in writing by DOH.

9. End of Agreement Data Handling.

RUSPH agrees that upon termination of this MOA it shall turn-over all DOH data to DOH. In addition, RUSPH shall erase, destroy, and render unrecoverable all DOH data maintained by RUSPH 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 DOH, 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.

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

- a. Notify DOH 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.

11. Right to Audit.

DOH or an appointed audit firm (Auditors) has the right to audit RUSPH and any affiliates that provide a service for the processing, transport or storage of DOH's data. DOH will announce its intent to audit RUSPH by providing at a minimum two weeks (10 business days) notice to RUSPH. 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 RUSPH's premises, RUSPH will allow the Auditors access to their site. Where necessary, RUSPH will provide a personal site guide for the Auditors while on site. RUSPH 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. RUSPH 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 RUSPH has an external audit firm that performs a Statement on Standards for Attestation Engagements no. 18 (SSAE 18) report and certification, RUSPH shall submit the report and certification to DOH. DOH has the right to request additional controls to be added to RUSPH'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 RUSPH.

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/>

ATTACHMENT D

DATA CONFIDENTIALITY AGREEMENT **For Contact Tracers and Social Support Coordinators** **Access to CommCare**

This Data Confidentiality Agreement (Agreement) is set forth in accordance with New Jersey and federal statutes, regulations, procedures and policies. I understand that my access to Personally Identifiable Information (PII) - any information about an individual including: (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, (PII)¹, and maintained in a storage system for information and records, ("CommCare"), by or on behalf of the New Jersey Department of Health (NJDOH), is limited to the minimum PII necessary to carry out my essential job responsibilities as a Contract Tracer or Social Support Coordinator in the NJDOH the Communicable Disease Service Program or in a Local Health Department related to the State's work to prevent and control the spread of COVID-19 and in response to the COVID-19 public health emergency, originally declared by Governor Murphy in Executive Order 103 on March 9, 2020.

NJDOH hereby authorizes:

(PRINT NAME)

(TITLE)

to access CommCare for the performance of essential job functions as a Contact Tracer or Social Support Coordinator.

By my signature below, I affirm that I have been advised of, understand, and agree that the information in CommCare is strictly confidential pursuant to the Emergency Health Powers Act (NJSA 26:13-1, et seq.) for the duration of the public health emergency and at all times pursuant to Communicable Disease Law and Rules (NJSA 26:4-1, et seq. and NJAC 8:57-1.1, et seq.) and that I will adhere to the following terms and conditions of my access to PII contained in CommCare.

1. The information in CommCare is confidential and I will maintain the privacy and confidentiality of the information in CommCare.
2. I will protect the information in CommCare, including the PII in CommCare, against accidental or unauthorized access, modifications, disclosures, or destruction.
3. I will not disclose any PII or information contained in CommCare except as expressly provided in this Agreement. I understand and agree that my duty to avoid such disclosure will continue even after I am no longer working as a Contract Tracer or Social Support Coordinator.

¹ New Jersey Statewide Information Security Manual
https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf

4. I will not discuss or disclose PII about individuals whose PII is in CommCare, including individuals who tested positive for COVID-19 (case patient) or the individual contacts of the case patient except: 1) with the individual who is the subject of the PII; and 2) only when necessary to perform my essential job functions as a Contract Tracer or Social Support Coordinator with other NJDOH employees or New Jersey Local Health Officers. I will keep the conversation private so as not to be overheard by others who are not authorized to have access to PII.
5. I will use my authorized access to CommCare only for the performance of my essential job functions as a Contract Tracer or Social Support Coordinator with NJDOH or a New Jersey Local Health Department. I will not access or use any data, information or PII from CommCare for any purpose that is not set forth with specificity in my essential job functions as a Contract Tracer or Social Support Coordinator with NJDOH or a New Jersey Local Health Department.
6. I will strictly follow all contact tracing protocols provided by NJDOH, including for communication via electronic means, including email, text or communications via telephone.
7. I will comply with all controls established by NJDOH regarding the use of PII maintained within CommCare, including all physical, administrative and technical controls, policies and procedures established by NJDOH and provided to me as a member of NJDOH workforce.
8. I will not store any information from CommCare, or any PII, anywhere other than in CommCare.
9. I will not print or create any hard copies of any information in CommCare. I will not create any hard copies of any PII in the course of performing my duties as a Contract Tracer or Social Support Coordinator. I will not photograph or make any other copies in any medium of CommCare, the information in CommCare or any PII. I will not use any audio recording devices.
10. I will not transfer any PII maintained in CommCare or any other information in CommCare including but not limited to my phone, tablet, laptop, or any other removable media (collectively known as a "Device"). I will not use a USB device in connection with the performance of my job functions as a Contract Tracer or Social Support Coordinator.
11. I will not email or text PII for any reason. I will use only the telephony and SMS texting solutions through CommCare. If an official email is issued to me by NJDOH, Rutgers University School of Public Health (RUSPH) or a Local Health Department, I will use only that official email or phone number issued to me by NJDOH, RUSPH or Local Health Department in connection with the performance of my job functions as a Contact Tracer or Social Support Coordinator. I will never use my personal email or personal phone number in connection with the performance of my job functions as a Contact Tracer or Social Support Coordinator.
12. Given the urgent need for continuity of operations during COVID-19 federal and state public health emergency, Contact Tracers and Social Support Coordinators will be required to bring their own personal Device (BYOD). If I am using my personal Device to access CommCare, I will ensure that my personal Device meets the security requirements

set forth herein. It is my responsibility to ensure my home networks, remote access and Devices are protected in accordance with the NJ Office of Homeland Security and Preparedness, NJ Cyber Communication and Integration Cell (NJCCIC) telecommuting resources for COVID-19 (See Attachment 1) and monthly bulletins at <https://www.cyber.nj.gov/>. If NJDOH, RUSPH or a Local Health Department issues a Device to me, I will use only that NJDOH, RUSPH or Local Health Department issued Device in connection with performance of my services as a Contract Tracer or Social Support Coordinator.

13. At a minimum, technology requirements for the Contract Tracers or Social Support Coordinators are as follows: access to reliable/trusted Wi-Fi/internet connection; PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; PC with audio capability or a headset required.
14. I will comply with the NJDOH Cyber Incident Response Protocol (See Attachment 2) for reporting security incidents. A security incident is an occurrence that jeopardizes: 1) an information system, including CommCare; or 2) the information the system processes; or 3) that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies².
15. I will always log out of CommCare at the completion of my work.
16. I will never share my password with anyone. I understand that each authorized individual Contract Tracer or Social Support Coordinator must be assigned his/her own unique user-ID and password.
17. I will not store user-IDs or passwords on Devices. I will disable any utility for storing user-IDs and passwords on Devices.

Acknowledgement and Agreement

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

Signature and Title

Date

c: Contact Tracer/Social Support Coordinator

²FIPS 200 <https://csrc.nist.gov/publications/detail/fips/200/final>; NIST SP 800-53 <https://csrc.nist.gov/publications/detail/sp/800-53/rev-4/final>; New Jersey Statewide Information Security Manual https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf;

ATTACHMENT E

STATE OF NEW JERSEY DEPARTMENT OF TREASURY DIVISION OF PURCHASE AND PROPERTY FEDERALLY FUNDED CONTRACT RIDER ADDITIONAL TERMS REQUIRED BY 2 CFR 200.317

A TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Federally Funded Contract Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317, and are in addition to those in the License Agreement.

A.1 PROCUREMENT OF RECOVERED MATERIALS

To the extent that any other requirement in the contract requires the contractor to provide any of the following items, this Section A.1 of the Federally Funded Contract Rider modifies the Memorandum of Agreement.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
 - 1. Paper and paper products listed in 40 CFR 247.10;
 - 2. Certain vehicular products as listed in 40 CFR 247.11;
 - 3. Certain construction products listed in 40 CFR 247.12;
 - 4. Certain transportation products listed in 40 CFR 247.13;
 - 5. Certain park and recreation products, 40 CFR 247.14;
 - 6. Certain landscaping products listed in 40 CFR 247.15;
 - 7. Certain non-paper office products listed in 40 CFR 247.16; and
 - 8. Other miscellaneous products listed in 40 CFR 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means:
 - 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and

2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as --
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as --
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.
- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Addendum, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

A.2 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will

furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

A.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

A.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

A.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

A.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

A.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

A.9. SEALS

Licensors shall not use the State or federal seals, logos, crests or reproductions of flags without written approval of the State or federal government, as applicable.