

BOARD OF GOVERNORS
Rutgers, The State University of New Jersey
December 17, 2024

A meeting of the Board of Governors of Rutgers, The State University of New Jersey, was held on Tuesday, December 17, 2024, at 12:00 p.m. in the Board Room at Winants Hall in New Brunswick, New Jersey. Ms. Amy Towers, Chair of the Board, presided.

Present and constituting a quorum were Angelson (via Zoom), Copeland, Crosta, DiMartino, Dougherty, Lal, Manigan, Piazza (via Zoom), Schwartz (via Zoom), Taffet, Towers, and Zubair (via Zoom).

Present was Mansue, Chair of the Board of Trustees.

Also attending were Foster, Pierce, and Searcy, Senate representatives to the Board of Governors.

Attending as a guest was Dr. Sandra Richtermeyer, Executive Vice Chancellor for Academic Affairs and Provost of Rutgers University–Camden.

Attending for the University administration were Ballentine, Calcado, Conway, Farmer, Fernández (via Zoom), Gower, Holloway (via Zoom), Hopely, Moghe, Norin, Pastva, Robinson, and Strom.

ANNOUNCEMENT PURSUANT TO CHAPTER 231, PUBLIC LAW 1975
(OPEN PUBLIC MEETINGS ACT)

Ms. Towers called on Ms. Kimberlee Pastva, Secretary of the University, who announced that pursuant to Public Law 1975, Chapter 231 (Open Public Meetings Act) public notice of this meeting was filed on June 26, 2024 with the Office of the Secretary of the State of New Jersey and three newspapers, the *Cherry Hill Courier-Post*, the *New Brunswick Home News Tribune*, and the *Newark Star-Ledger*. Public notice of the meeting was posted in the following University Libraries: The Alexander Library, New Brunswick; the Dana Library, Newark; and the Robeson Library, Camden. Pursuant to Public Law 2020, Chapter 11, public notice of the meeting was posted on the Rutgers Website, under Governing Boards.

CONFLICT OF INTEREST STATEMENT

Secretary Pastva asked the members of the Board if they had read the meeting agenda and supporting documents and if anyone had a possible conflict of interest to disclose. Board members indicated that no conflicts existed.

RESOLUTION TO CONDUCT CLOSED SESSION

Ms. Towers called on Mr. Tilak Lal, Vice Chair of the Board of Governors, who read and moved the following resolution:

BE IT RESOLVED, that the Board meet in immediate closed session on this date, December 17, 2024, to discuss personnel matters, including academic appointments with tenure and matters falling within the attorney-client privilege; in accordance with Chapter 231, Public Law 1975, Section 7, Items b(7) and (8). Any necessary action related to the tenure appointments is expected to be taken in the open session immediately following the closed session.

The motion was seconded, unanimously approved, and the Board of Governors moved into Closed Session.

RESUMPTION OF OPEN SESSION

The Board resumed the public session of the meeting at approximately 1:10 p.m.

MATTERS PRESENTED BY THE CHAIR

Ms. Towers welcomed everyone to the meeting, noted that it was the last meeting of the year, and shared some opening remarks.

MATTERS PRESENTED BY THE PRESIDENT

Ms. Towers turned the floor over to President Holloway, who stated that he was attending remotely because of illness. He then discussed the presidential transition and reported that the University is preparing for a second administration under President Donald Trump, noting that it is not known how much will change but that the University needs to plan for potential disruptions in the higher education sector, as well as changes that could significantly impact Rutgers in such areas as attracting international students, financial aid, and college affordability. President Holloway added that Rutgers will continue to support its students, ensure that students and other stakeholders are aware of changing policies, and protect the University's values. He then shared an update on the Rutgers Democracy Lab, which he explained will be based at the Eagleton Institute of Politics and will provide national leadership in promoting citizenship, civil discourse, and civic engagement across disciplines at all Rutgers campuses. He also expressed his hope to make Rutgers synonymous with public service and shared some details of the program. President Holloway concluded by offering his appreciation to everyone for their work and wishing everyone a restful holiday break.

REPORT OF THE RUTGERS UNIVERSITY–NEW BRUNSWICK CHANCELLOR

Ms. Towers turned the floor over to Dr. Francine Conway, Chancellor of Rutgers University–New Brunswick, who reviewed the campus' strategy and master plan before discussing the campus' performance in the 2024 *U.S. News & World Report* rankings. Next, Chancellor Conway reported that as of Spring 2024, Rutgers–New Brunswick's four-year graduation rate was 20% higher than the national average and that the gap in graduation rates between Pell and non-Pell students stood at 6%, compared to the nationwide gap of 18%, which she attributed in part to the Scarlet Guarantee, adding that the Scarlet Guarantee has provided \$63 million to approximately 15,000 students. Chancellor Conway continued by reporting that Rutgers–New Brunswick is making significant strides in essential measures of success, including in career success and life after graduation, and reported on recognitions earned by the campus' faculty. She continued by discussing the campus' efforts in support of the community and reviewing initiatives that prioritize student well-being and support. Next, Chancellor Conway noted that the inaugural Chief Wellness Officer and Scarlet Well Director are leading Rutgers–New Brunswick toward a new holistic approach to mental health and wellness for students, faculty, and staff.

Chancellor Conway continued by discussing the concept of Better Together, including a review of the Rutgers Climate and Energy Institute and the Rutgers Artificial Intelligence and Data Science (“RAD”) Collaboratory. Chancellor Conway also highlighted Rutgers–New Brunswick's partnerships that are impacting lives beyond the campus and discussed the campus' focus on the future, highlighting the importance of conveying the intrinsic value of public higher education while emphasizing Rutgers–New Brunswick's role as a national model. She then discussed the campus' efforts as an economic anchor for its communities and New Jersey, discussed the importance of developing actionable solutions that address the needs of today's learners, and concluded her report.

PUBLIC COMMENT

Ms. Towers then stated that a member of the public signed up to speak and would be allotted two minutes for comments. The speaker then shared his concerns about events in Israel and Palestine and Rutgers' investments in companies that manufacture weapons.

COMMITTEE ON ACADEMIC AND STUDENT AFFAIRS

Ms. Towers asked Dr. James Dougherty, Chair of the Committee on Academic and Student Affairs, to share his report. Dr. Dougherty began by stating that during the Committee's meeting on December 4, 2024, Dr. Prabhas V. Moghe, Executive Vice President for Academic Affairs, shared updates on research centers and institutes policy and guidelines; recent developments at centers and institutes across Rutgers campuses; and the updated University Academic Affairs websites. He then noted that Dr. Moghe also provided the Committee with a detailed presentation on research and innovation at Rutgers. Next, Dr. Dougherty stated that Dr. Thomas S. Risch, Vice Chancellor for Research at Rutgers University–Camden; Dr. Bonita Veysey, Interim Provost and Executive Vice Chancellor of Rutgers University–Newark; Dr. Denise Hien, Senior Vice Provost for Research, Rutgers University–New Brunswick; and Dr. Bishr Omary, Senior Vice Chancellor for Academic Affairs and Research for Rutgers Health, each provided the Committee with detailed and informative reports on important and groundbreaking research developments at their respective campuses, and that Dr. Eric Garfunkel, Vice President for Global Affairs, shared an informative presentation on Rutgers Global.

Dr. Dougherty then reported that the Committee reviewed and agreed to endorse two proposed resolutions: 1) The Proposed Resolution Creating the David Mechanic Endowed Legacy Professorship; and 2) The Proposed Resolution Establishing the Doctor of Philosophy in Environmental Engineering Degree Program at the School of Graduate Studies. He explained that these items were placed on the consent agenda.

Dr. Dougherty continued by informing the Board that Chancellor Conway reported on Rutgers–New Brunswick's Memorandum of Understanding with Middlesex County College; and that Dr. Sandra Richtermeyer, Executive Vice Chancellor for Academic Affairs and Provost of Rutgers University–Camden, reported on proposals for three dual degree programs: 1) The Accelerated Bachelor of Science in Computer Science and Master of Science Degree in Data Science at Camden College of Arts and Sciences and Graduate School–Camden); 2) The Accelerated Bachelor of Arts in Digital Studies and Master of Arts Degree in Emerging Media at Camden College of Arts and Sciences and Graduate School–Camden; and 3) The Accelerated Bachelor of Arts in Health Sciences/Master of Science Degree in Prevention Science (Camden College of Arts and Sciences and Graduate School–Camden).

He then stated that Dr. Moghe updated the Committee on a Change to the Credit Requirement for the Master of Science in Healthcare Analytics and Intelligence at Rutgers Business School and that Dr. Brian Strom, Chancellor of Rutgers Biomedical and Health Sciences and Executive Vice President for Health Affairs, reported on the department name change for the Department of Head and Neck Surgery & Communication Sciences at Robert Wood Johnson Medical School; a Certificate in Suicide Prevention, Practice, and Policy at the School of Public Health and Graduate School of Applied Professional Psychology; and an Undergraduate Certificate in Psychiatric Rehabilitation at the School of Health Professions and Camden College of Arts and Sciences. Dr. Dougherty also reported that during the Committee's Executive Session, members discussed and endorsed the recommendations involving four academic appointments with tenure. He stated that those recommendations were placed on the consent agenda and concluded his report.

COMMITTEE ON FINANCE AND FACILITIES

Ms. Towers called on Mr. Lal, Chair of the Committee on Finance and Facilities, who noted that the Committee held its regular meeting November 18, 2024, and a special meeting on December 5, 2024. Mr. Lal stated that during the November 18 meeting, Mr. Antonio Calcado, Executive Vice President and Chief Operating Officer presented eight resolutions: 1) The Proposed Resolution Conditionally Approving the Office for Research Comparative Medicine Resources Research Tower Vivarium Cage Wash on Busch Campus; 2) The Proposed Resolution Approving Improvements at Baseball and Softball Fields on the Livingston Campus in New Brunswick; 3) The Proposed Resolution Approving the Acquisition of 71 to 75 Bleeker Street and 167 University Avenue to Augment the Rutgers University–Newark Campus; 4) The Proposed Resolution Approving the Naming of a

Campus Plaza on the Newark Campus as “Elizabeth Blume-Silverstein Plaza”; 5) The Proposed Resolution Approving the Renovation of Nichols Apartments 73-96 on the Busch Campus in New Brunswick; 6) The Proposed Resolution Approving the Renovation of 180 West Market Street on the Rutgers Biomedical and Health Sciences Campus in Newark; 7) The Proposed Resolution Approving the Renovation of Wood Lawn Mansion for the Eagleton Institute of Politics on the Cook/Douglass Campus in New Brunswick; and 8) The Proposed Resolution Authorizing the Negotiation and Execution of an Easement Agreement with the Township of Piscataway.

Mr. Lal then reported that during the same meeting, Mr. Gower presented three resolutions: 1) The Proposed Resolution Approving Phase 6B Projects for the Administrative and Student Information Systems Initiatives; 2) The Proposed Resolution Approving Revisions to University Policy 40.2.21: Debt Management Policy; and 3) Proposed Resolution Approving the Implementation of Epic's Electronic Medical Record System for University Behavioral Health Care. Mr. Lal reported that the Committee was provided with an extensive overview and background of each proposal, that all eleven proposed resolutions received full endorsement from the Committee, and that the resolutions were placed on the Consent Agenda.

Proposed Resolution Authorizing the University’s Participation in Phase I of the University Hospital Expansion Project in Newark and the Negotiation, Execution, and Performance of the Necessary Project Agreements. Next, Mr. Lal informed the Board that Mr. Calcado presented for endorsement the Proposed Resolution Authorizing the University's Participation in Phase I of the University Hospital Expansion Project in Newark and the Negotiation, Execution, and Performance of the Necessary Project Agreements. Mr. Lal then moved the following resolution:

WHEREAS, the Newark campus of Rutgers Biomedical and Health Sciences (the “Campus”) has existed since c. 1967, first known as a campus of the New Jersey College of Medicine and Dentistry, then University of Medicine and Dentistry of New Jersey, then Rutgers University; and

WHEREAS, since its inception the Campus has been home of an academic health center – a location for health education and patient care services; and

WHEREAS, since its inception the Campus has been the home of University Hospital (originally known as College Hospital) (the “Hospital”), which was the clinical/healthcare unit of the New Jersey College of Medicine and Dentistry, then University of Medicine and Dentistry of New Jersey, and now is the primary teaching hospital of Rutgers’ New Jersey Medical School; and

WHEREAS, on July 1, 2013, in accordance with the New Jersey Medical and Health Sciences Education Restructuring Act (the “Act”), University Hospital became an independent instrumentality of the State, affiliated with Rutgers University; and

WHEREAS, on July 1, 2013, in accordance with the Act, all buildings, assets, facilities, and property in Newark once belonging to the University of Medicine and Dentistry of New Jersey became part of Rutgers University, except for those buildings, assets, facilities, and property that were assigned to the Hospital by the Act; and

WHEREAS, since July 1, 2013, Rutgers and the Hospital have been operating on the shared Campus together, coordinating operations and planning on a continuous basis, including development of physical master plans for the Campus; and

WHEREAS, for nearly five years the Hospital has been planning an expansion project on the Campus and in February 2023 the Hospital released its vision for a nine-year, \$1.8 billion master plan which includes a series of sequential major capital projects that would both meet existing needs and establish a path for the next several decades; and

WHEREAS, the Hospital's master plan generally aligns with the Rutgers 2030 Physical Master Plan that was approved by the Rutgers Board of Governors in 2015; and

WHEREAS, the New Jersey Economic Development Authority ("NJEDA"), has been working with the Hospital to advance the Hospital's master plan; and

WHEREAS, NJEDA, recognizing Rutgers' experience and success in private-public partnership development projects and knowing that Rutgers has a major role in physical development of the Campus, invited Rutgers to participate in assessment of the Hospital's master plan including potential execution strategies; and

WHEREAS, in May 2024 Rutgers, NJEDA, and the Hospital (together, the "Parties") executed a three-party predevelopment agreement, under which the Parties would coordinate development of the Campus and to negotiate a more definitive agreement or agreements to provide for construction and operation of the first phase of the Hospital's master plan; and

WHEREAS, after various planning concepts, schedule options, and ownership strategies were considered, Rutgers, NJEDA, and the Hospital conceived a project titled "Phase I of the University Hospital Master Plan" (the "Project") which is a necessary first step in the Hospital's longer-term plan and enables subsequent phases to occur in the future; and

WHEREAS, the Project, which is described in greater detail in the Project Summary attached to this Resolution, essentially comprises two separate buildings moving forward concurrently; one known as the Administration Building ("ADMB") which is intended to be developed by Rutgers and the other known as the Medical Office Building ("MOB") which is intended to be developed by the Hospital; and

WHEREAS, the total cost for the Project is currently estimated to be \$725 million with the ADMB portion estimated to cost \$325 million of that total amount; and

WHEREAS, the State has appropriated \$200 million in American Rescue Plan funds (provided to the State from the federal government through the American Rescue Plan Act of 2021, hereinafter "ARP Funds") to NJEDA and the Hospital, to support the advancement of critical care facilities and development of the Hospital's master plan; and

WHEREAS, most of the ARP funds remain unspent and NJEDA and the Hospital are contributing the unspent ARP Funds in the amount of approximately \$179 million for development of the Project; and

WHEREAS, the State has additionally appropriated \$45 million in unrestricted funds to the Hospital, to support development of the Hospital's master plan; and

WHEREAS, the Hospital is prepared to commit \$70 million towards the ADMB portion of the Project; and

WHEREAS, Rutgers will provide up to \$30 million towards the ADMB portion of the Project through any combination of the following financing options: Rutgers tax-exempt and taxable commercial paper, Rutgers tax-exempt and taxable bonds, or tax-exempt and taxable bonds issued by a governmental agency as a conduit issuer on behalf of Rutgers; and

WHEREAS, NJEDA wishes to provide Rutgers with the balance of NJEDA's unspent ARP Funding, approximately \$49.6, via a Grant Agreement, to allow Rutgers to undertake certain relocations, sitework, and building demolition that are necessary and part of the Project and which will reduce plant size, reduce certain deferred maintenance backlog on the Campus, abate environmentally-sensitive materials and regulated waste on the Campus, and leave an area of the Campus ready for future development; and

WHEREAS, the Parties will continue planning, with a mutual goal of development of a financing solution and execution of agreements that will allow for preparation for the MOB and the construction of ADMB to be undertaken; and

WHEREAS, Rutgers expects to enter certain other key documents related to the Project such as a project development agreement, condominium agreements, and/or an operating agreement, and various financial instruments necessary in connection with the issuance of the debt needed to finance the Rutgers contribution to the ADMB as described above; and

WHEREAS, the University's participation in this signature project in Newark, adjacent to its primary teaching hospital in Newark, would provide critical enhancements to Rutgers' medical education and translational research efforts and aligns with the University's long term strategic plans; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities reviewed and discussed the Project as described herein and in the attached Project Summary and recommended the Board of Governors of Rutgers, The State University of New Jersey, approve Rutgers' participation in the Project and authorize Rutgers to proceed with the Project as described in the clauses above and as further set forth in the Project Summary document, subject to the conditions and parameters set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Rutgers, The State University of New Jersey, as follows:

Section 1: The forgoing recitals are hereby incorporated by reference into this Section 1 as if fully restated herein and are hereby ratified and confirmed.

Section 2: Rutgers participation in the certain relocations, sitework, and building demolition Project with spending authority capped in the amount of the remaining balance of the NJEDA grant, (approximately \$49.6 million), with no Rutgers funds to be provided, is hereby approved, contingent upon (1) execution of a Grant Agreement between Rutgers and NJEDA and (ii) Rutgers' receipt of the remaining balance of the NJEDA grant, (approximately \$49.6 million), in ARP funds.

Section 3: Rutgers participation in the ADMB portion of the Project with spending authority capped at \$325 million with Rutgers share capped \$30 million, is hereby approved,

contingent upon (i) the Project's receipt of approximately \$179.6 million in ARP Funds (approximately \$49.6 million from NJEDA and an estimated \$130 million from the Hospital), (ii) the Project's receipt of the \$45 million state appropriation from FY25, and (iii) the Project's receipt of the \$70 million from the Hospital, and (iv) the Executive Vice President - Chief Financial Officer and University Treasurer's ("CFO") satisfaction that financing for the Project not financed by Rutgers will be in place so as to achieve complete construction and start-up of the Project.

Section 4: The Board of Governors reasonably expects to reimburse the expenditure Projects costs paid by Rutgers for Rutgers' contribution prior to the issuance of the debt described above, with proceeds of such debt, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of such project costs paid prior to the issuance of the debt, with proceeds of such debt, in accordance with Treasury Regulations Section 1.150-2.

Section 5: The Grant Agreement between Rutgers and the NJEDA, all project development agreements, demolition contracts, construction contracts, leasing agreements, condominium agreements and/or operating agreements, guarantee agreements or other applicable contracts, forms, documents or instruments that are necessary for the successful execution of the Project, including without limitation, financial instruments necessary to enter into the financing described above, with borrowing authority of up to \$30 million, (all such documents, collectively the "Project Documents") subject to the satisfaction of the CFO and the Senior Vice President and General Counsel or designee ("GC"), are hereby approved.

Section 6: The University Administration, acting through the Executive Vice President and Chief Operating Office ("COO"), on behalf of Rutgers, with advice from the CFO and the GC, is hereby authorized and directed to negotiate, approve, execute, and perform or cause to be performed, the Project Documents on behalf of Rutgers.

Section 7: The CFO, the COO, the Office of General Counsel, the Secretary of the University, the Associate Secretary of the University, and all other officers of Rutgers are each hereby authorized and directed to take any and all other actions necessary or desirable in order to carry out the purpose and intent of this Resolution and to effectuate the transactions contemplated hereby, and the actions heretofore taken by the aforementioned officers in furtherance of the Project or the intent of this Resolution are hereby ratified and confirmed.

Attachment: Project Summary

The motion was seconded, and there being no discussion, the Board unanimously approved the Resolution Authorizing the University's Participation in Phase I of the University Hospital Expansion Project in Newark and the Negotiation, Execution, and Performance of the Necessary Project Agreements.

Proposed Resolution Accepting and Certifying the Financial Report on Rutgers' Allocation and Transfer of Resources Across Campuses for the Period July 1, 2023 to June 30, 2024. Mr. Lal informed the Board that Mr. J. Michael Gower, Executive Vice President – Chief Operating Officer and University Treasurer, presented for endorsement the Proposed Resolution Accepting and Certifying the Financial Report on Rutgers' Allocation and Transfer of Resources Across Campuses for the Period July 1, 2023 to June 30, 2024. Mr. Lal noted that the resolution addresses a requirement of the New Jersey Medical and Health Sciences Education Restructuring Act of 2012, and that during the Committee's November 18, 2024 meeting, Mr. David Moore and the Chief Business Officers of each Chancellor-led unit presented the FY24 financial report, comparing the actual revenue and

expenses for FY24 to the approved FY24 budget. Mr. Lal then reviewed the overall financial results that were presented by Mr. Moore and his colleagues and moved the following resolution:

WHEREAS, pursuant to Section 25 of the New Jersey Medical and Health Sciences Education Restructuring Act, P.L. 2012, c. 45, the Board of Governors of Rutgers, The State University of New Jersey, is required to establish an annual certified public reporting process of the finances of Rutgers to measure the flow of resources across the campuses of the University; and

WHEREAS, the Executive Vice President – Chief Financial Officer and University Treasurer prepared a financial report identifying the allocation and transfer of resources across campuses for the fiscal year ending June 30, 2024 (the “Report”), a copy of which is attached hereto; and

WHEREAS, the Report was presented to the Committee on Finance and Facilities on November 18, 2024, and the Committee discussed the Report and conclusions therein; and

WHEREAS, the Committee recommended that the Board of Governors of Rutgers, The State University of New Jersey, formally accept and make public the report.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, hereby accepts the Report on Rutgers’ Allocation and Transfer of Resources Across Campuses for the period from July 1, 2023 to June 30, 2024; and

BE IT FURTHER RESOLVED that the Board of Governors hereby certifies that the Report shall be made publicly available on the Rutgers website and shared with the New Jersey Office of the State Auditor.

Attachment: Report on Rutgers’ Allocation and Transfer of Resources Across Campuses for July 1, 2023 to June 30, 2024.

The motion was seconded, and there being no discussion, the Board unanimously approved the Resolution Accepting and Certifying the Financial Report on Rutgers’ Allocation and Transfer of Resources Across Campuses for the Period July 1, 2023 to June 30, 2024.

Mr. Lal continued by reporting that during the Committee’s November 18, 2024 meeting, Mr. Gower and his colleagues provided the Committee with the report of the Executive Vice President and Chief Financial Officer and University Treasurer, during which Mr. Jeffrey Boone, Vice President for Finance and Associate Treasurer, summarized the annual review of the Strategic Financial Indicators and Debt. Mr. Lal also reported that Mr. Gower provided a Strategic Financial Sustainability update, during which he reviewed activities that had taken place since the Committee’s September meeting. Mr. Lal explained that the Financial Sustainability Project is a strategic imperative for the University administration to help secure the University’s future and position it to thrive.

Mr. Lal continued by reporting that the Committee also met on December 5, 2024 to consider the Proposed Resolution Authorizing Formally Bid Contract for Athletics Team Apparel. He noted that this was a time-sensitive resolution to approve a contract with BSN Sports for athletic apparel for the Division of Intercollegiate Athletics at Rutgers University–New Brunswick. Mr. Lal stated that the Committee endorsed the overall contract and explained that, because the deadline to order team uniforms for Fall 2025 was prior to the full Board of Governors meeting, the Board is being asked to ratify the initial uniform order pursuant to the emergency procedures set forth in the University’s Procurement and Payment Policy. Mr. Lal noted that the resolution is on the consent agenda and concluded his report.

COMMITTEE ON AUDIT

Ms. Towers turned the floor over to Ms. Mary DiMartino, Chair of the Committee on Audit, who reported that during the Committee's meeting on November 12, 2024, Mr. Jason Spiegel, KPMG Lead Partner, and Ms. Lauren Sweigard, KPMG Senior Manager, reported on the financial statement audit for the year ended June 30, 2024, during which Mr. Spiegel confirmed that the audit report will have a clean and unmodified opinion. Ms. DiMartino then stated that the Committee conditionally accepted the financial statements on behalf of the Board of Governors and that any adjustments to the draft presented would be reviewed with the Chair for her final approval before issuance. She then noted that Mr. Gower provided a summary of the University's financial statements from a management perspective, as well as an overview of the University's FY25 first-quarter financial performance. Ms. DiMartino then reported that Ms. Melissa Ercolano, Director of the Office of Employment Equity, presented on the roles and responsibilities of the Office of Employment Equity; Ms. Michele Norin, Senior Vice President and Chief Information Officer, and Mr. Guy Albertini, Associate Vice President and Chief Information Security Officer, provided a cybersecurity update; and Ms. Rachael Honig, Vice President and Chief University Compliance Officer, provided an overview of the U.S. Department of Justice's Evaluation of Corporate Compliance Programs.

Ms. DiMartino continued by noting that Mr. Eugene Simon, Associate Vice President and Deputy Chief Enterprise Risk Management, Ethics, and Compliance Officer, provided an update on University Ethics and Compliance's FY24 audit results and the FY25 work plan, and that Mr. Douglas Horr, Chief Audit Executive, provided the status of the current Audit Plan, highlights from recently-completed reviews, and the implementation status of recommendations from past audits. Ms. DiMartino concluded by reporting that the Committee met with University management in private session.

COMMITTEE ON HEALTH AFFAIRS

Next, Ms. Towers asked Mr. Gary Taffet, Chair of the Committee on Health Affairs, to present his report. Mr. Taffet began by noting that during the Committee's meeting on November 7, 2024, Dr. Neil Kothari, Interim Vice Chancellor for Graduate Medical Education ("GME"), shared a Graduate Medical Education update, during which he reviewed Rutgers Health's Accreditation Council for Graduate Medical Education ("ACGME") status and discussed Rutgers Health's partnership with RWJBarnabas Health. Next, Mr. Taffet reported that Dr. Kothari also reviewed the current ACGME portfolio; compared Rutgers Health Sponsoring Institutions to local academic medical center peers; and discussed ACGME resident and fellow surveys for the 2023-2024 academic year. Mr. Taffet noted that Dr. Kothari provided an update on GME's efforts focusing on professionalism and reviewed Rutgers Health's top 20 scoring programs and five-year GME strategic plan projections, as well as Match results and recruitment.

Next, Mr. Taffet reported that Dr. Frank Ghinassi, President and Chief Executive Officer of University Behavioral Health Care, updated the Committee on the National Call Center's application for a MacArthur Foundation 100&Change Grant; reported on two Crisis Receiving Stabilization Center Grants; and reviewed new programming for the addictions treatment center in Plainfield, as well as other developments.

Mr. Taffet then informed the Board that Dr. Ghinassi cited three matters that the Committee reviewed for Board of Governors' approval: 1) Minutes of the University Behavioral Health Care Leadership Committee Meeting of July 15, 2024; 2) University Behavioral Health Care Staff Appointments, Reappointments, and Clinical Privileges of September 16, 2024; and 3) University Behavioral Health Care's Quality Improvement Report for the Second Quarter of 2024. Mr. Taffet stated that these matters were endorsed by the Committee and have been placed on the consent agenda.

Next, Mr. Taffet continued by reporting on an introduction and presentation by Dr. Angela Starkweather, Dean of the Rutgers School of Nursing, and noting that Dr. Vicente Gracias, Senior Vice Chancellor for Clinical Affairs and Vice President for Health Affairs, shared a detailed overview of the Artificial Intelligence Center of Excellence, which he noted is a joint initiative between Rutgers University and RWJBarnabas Health to solve healthcare challenges through Artificial Intelligence (“AI”) innovation. Mr. Taffet concluded by reporting that Ms. Kathleen Bramwell, Senior Vice Chancellor of Finance and Administration, provided the Committee with a detailed Rutgers Health financial update.

COMMITTEE ON INTERCOLLEGIATE ATHLETICS

Ms. Towers turned the floor over to Mr. Hollis Copeland, Chair of the Committee on Intercollegiate Athletics, who began by reviewing the Committee’s meeting on November 7, 2024, during which Mr. Ryan Pisarri, Interim Director of Intercollegiate Athletics for Rutgers–New Brunswick, reported on the performance of the campus’ Fall and Winter teams. Mr. Copeland noted that Mr. Pisarri also reviewed developments pertaining to the House vs. NCAA settlement; shared an update on the Men’s Basketball team’s scheduled game against Michigan State at Madison Square Garden in January; and reported on a Request for Proposals issued for the Rutgers–New Brunswick’s team apparel contract.

Mr. Copeland continued by reporting that Mr. Michael Szul, Deputy Athletic Director and Chief Operating Officer, reviewed FY24 unaudited financials; shared an FY25 budget overview; and provided an update on Rutgers Athletics’ revenues, as well as an overview of FY26 and Future Years Projections. He then noted that Ms. Lisa Tirrell, President and Chief Executive Officer of the Scarlet Assets Management Company (“SAMCO”) reviewed SAMCO’s role as a wholly owned subsidiary of Rutgers University with the purpose of concentrating on revenue-enhancing opportunities for the University, with Athletics as its first client. Mr. Copeland also reported that Dr. Joshua Bershada, Chief Medical Officer for the Division of Athletics, shared a sports health update, during which he summarized the division’s efforts in support of the health of student-athletes.

Mr. Copeland continued by reporting on the Committee’s special meeting, held on December 10, 2024, during which Mr. Pisarri discussed the Athletics apparel contract. Mr. Copeland stated that Mr. Gower reviewed the contract terms, the timing of the contract to allow for ordering of uniforms in time for the Fall 2025 season, and the process the University is following for approval of that contract. Mr. Copeland added that Mr. Pisarri also reported on the Football Defensive Coordinator position. Mr. Copeland continued by noting that Mr. Pisarri reviewed the terms of a new, three-year contract for Offensive Coordinator Kirk Ciarrocca. Mr. Copeland then informed the Board that the Committee endorsed the proposed salary increase for full Board of Governors approval, and that it has been placed on the consent agenda.

JOINT COMMITTEE ON INVESTMENTS

Ms. Towers turned the floor over to Mr. Gower, who stated that during the Joint Committee on Investments’ meeting of November, 6, 2024, Mr. Jason MacDonald, Chief Investment Officer, and representatives of the Fund Evaluation Group (“FEG”) discussed the performance of the Long Term Investment Pool (“LTIP”) and the attribution of those results as of the first quarter of the fiscal year, noting that for 1-, 3-, and 5-year periods, the LTIP returned 16%, 3.3% and 8.7%, respectively. Mr. Gower stated that Mr. MacDonald reported that the final earnings of the LTIP for FY24 was 12.3%, which was in the top third of Rutgers’ peer group, adding that final information is expected in February. Next, Mr. Gower noted that Mr. MacDonald and FEG reviewed two proposals for investment, a \$20 million investment in private equity and a \$15 million investment in real estate, and that following a discussion, the Committee endorsed both recommendations. Mr. Gower concluded by reporting that the Committee reviewed investment-related fees and expenses, and Mr. MacDonald outlined major initiatives for the remainder of FY25.

CONSENT AGENDA

Ms. Towers called upon Mr. Lal to introduce and move the Consent Agenda for vote. Mr. Lal asked if any members of the Board wanted to remove any items from the Consent Agenda for discussion. There being none, and upon recommendation of the Governors Executive Committee, the Committee on Academic and Student Affairs, the Committee on Finance and Facilities, and the Committee on Health Affairs, Mr. Lal moved for approval the following agenda items:

- Approval of Minutes of the Board of Governors – October 17, 2024.¹

Governors Executive Committee December 17, 2024

- Salary Approval for Offensive Coordinator, Men’s Football, Rutgers–New Brunswick

Committee on Academic and Student Affairs December 4, 2024

- Academic Appointments with Tenure Recommendations²
- Proposed Resolution Establishing the Doctor of Philosophy in Environmental Engineering Degree Program at the School of Graduate Studies

WHEREAS, the School of Graduate Studies at Rutgers, The State University of New Jersey, seeks to establish a Doctor of Philosophy in Environmental Engineering degree program; and

WHEREAS, the proposed degree program has been designed to equip students with advanced skills in environmental engineering for careers in engineering practice, education, and research, including in industry, government laboratories, and academia; and

WHEREAS, the proposed degree program has been reviewed by an external consultant who has recommended its approval, and resources to launch the program are in place; and

WHEREAS, the proposed program has been approved by the Faculty and the Dean of the School of Graduate Studies Mark Robson, Chancellor of Rutgers University–New Brunswick Francine Conway, Executive Vice President for Academic Affairs Prabhas V. Moghe, and University President Jonathan Holloway; and

WHEREAS, on December 4, 2024, the Committee on Academic and Student Affairs reviewed the proposal establishing the Doctor of Philosophy in Environmental Engineering degree program and recommended its approval by the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Academic and Student Affairs, the Board of Governors of Rutgers, The

¹ Available Upon Request in the Office of the Secretary of the University

² Available Upon Request in the Office of the Secretary of the University

State University of New Jersey, approves the establishment of the Doctor of Philosophy (Ph.D.) in Environmental Engineering degree program, to be offered by the School of Graduate Studies; and

BE IT FURTHER RESOLVED that the Board of Governors affirms that the aforementioned degree program, under the standards of the Higher Education Restructuring Act of 1994, does not exceed or change Rutgers' mission, does not require significant new resources, and does not raise significant issues of duplication with existing New Jersey programs; and

BE IT FURTHER RESOLVED that, upon approval by the Board of Governors of the Doctor of Philosophy in Environmental Engineering degree program, notification will be forwarded to the New Jersey Office of the Secretary of Higher Education.

- Proposed Resolution Creating the David Mechanic Endowed Legacy Professorship

WHEREAS, the quality of the faculty is the most enduring hallmark of a great institution, and an endowed professorship provides a singular opportunity to recognize and sustain innovative intellectual work that embraces teaching, discovery, and public service; and

WHEREAS, a donor who wishes to remain anonymous has pledged a generous gift of \$250,000 to create a professorship to honor David Mechanic, founding director of the Institute for Health, Health Care Policy and Aging Research, within Rutgers Biomedical and Health Sciences; and

WHEREAS, these funds have been matched with an additional \$250,000 from the RBHS Legacy Professorship Match Campaign; and

WHEREAS, the David Mechanic Endowed Legacy Professorship is designed to honor, retain, or recruit tenured or tenure-track scholars in the fields of health, health care, health care policy, or aging research for service on the faculty of the University; and

WHEREAS, the creation of the David Mechanic Endowed Legacy Professorship has been recommended by the Institute for Health, Health Care Policy and Aging Research Director Tobias Gerhard, Rutgers Biomedical and Health Sciences Chancellor Brian L. Strom, Executive Vice President for Academic Affairs Prabhas V. Moghe, and University President Jonathan Holloway; and

WHEREAS, on December 4, 2024, the Board of Governors' Committee on Academic and Student Affairs endorsed the establishment of the David Mechanic Endowed Legacy Professorship.

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Committee on Academic and Student Affairs, the Board of Governors of Rutgers, The State University of New Jersey, approves the creation of the David Mechanic Endowed Legacy Professorship; and

BE IT FURTHER RESOLVED that the Board of Governors of Rutgers, The State University of New Jersey, expresses its deep appreciation to the donor for their generosity and vision in endowing this professorship.

Committee on Finance and Facilities

November 18, 2024 and December 5, 2024

- Proposed Resolution Conditionally Approving the Office for Research Comparative Medicine Resources Research Tower Vivarium Cage Wash on Busch Campus

WHEREAS, animal research is a key component of biomedical research, and, as the National Institutes of Health (NIH) notes in a 2023 paper the contribution of animal models in medicine is essential for understanding the physiopathology and novel treatment alternatives for several human diseases; and

WHEREAS, Rutgers Office for Research provides services across Rutgers to drive and support cutting-edge research, including the animal research operations which are an essential core of Rutgers' extensive research programs; and

WHEREAS, Office for Research's overarching vision for future animal care space is to accomplish the physical upgrades and improvements required to modernize animal care spaces to support state-of-the-art research; and

WHEREAS, the NIH, as the nation's medical research agency, recognizes the importance of all institutions of higher learning in contributing to the nation's research capacity, and as such administers a grant program (C06 grants) that is intended to help universities modernize biomedical research infrastructure to strengthen biomedical research; and

WHEREAS, the Office for Research intends to submit a grant application in response to an NIH C06 Grant Application funding opportunity for a project that will significantly improve the cage wash space and operations in the Research Tower on Busch, which will support animal research throughout New Brunswick and Piscataway; and

WHEREAS, the project involves replacing the Research Tower's existing fully manual cage wash with a fully automated cage wash system, providing upgrades to mechanical, electrical and plumbing systems, and constructing a new dedicated service dock; and

WHEREAS, the maximum project cost is expected to be \$17.2 Million, and it is estimated that \$8 million of the gross amount would be funded by the NIH if the grant application were approved by the NIH, leaving \$9.2 Million as the University's share of costs; and

WHEREAS, the NIH determines a grant's actual amount to be funded during the grant application review process and the award amount may be less than the amount calculated by Rutgers at time of application and Rutgers Office for Research is therefore prepared to cover up to \$9.5 million in capital costs associated with the project depending on the final grant amount awarded; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities reviewed the proposed project as described herein and in the attached project summary and recommended approval by the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, approves constructing the Vivarium Cage Wash in the Research Tower building on Busch as described herein and in the attached project summary, with spending authority up to \$17.2 Million, contingent on receipt of an C06 Grant from the NIH of at least \$7.7 million and with a maximum amount contributed by the University to be up to \$9.5 million; and

BE IT FURTHER RESOLVED that, to the extent any University debt will be used for (i) interim financing of the costs of this project prior to the time the NIH grant is received, or (ii) for the University's portion of the costs of the project (collectively, "Project Bonds"), the Board of Governors reasonably expects to reimburse the expenditure of such costs paid prior to the issuance of Project Bonds, with proceeds of such Project Bonds, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of such costs paid prior to the issuance of the Project Bonds, with proceeds of such Project Bonds, in accordance with Treasury Regulations Section 1.150-2; and

BE IT FURTHER RESOLVED that the Executive Vice President and Chief Financial Officer and the Executive Vice President and Chief Operating Officer, in consultation with the Office of General Counsel, are hereby authorized and directed to take such actions and execute and perform such other contracts, certificates, or documents as may be necessary to accomplish the project authorized hereby; and

BE IT FURTHER RESOLVED that this Resolution shall take effect on the date that the Notice of Grant Award from the NIH is received by Rutgers; and

BE IT FINALLY RESOLVED that should the NIH not approve a C06 Grant that comports with the information contained herein and in the Project Summary attached to this Resolution, this Resolution shall be null and void.

Attachment: Project Summary

- Proposed Resolution Approving Improvements at Baseball and Softball Fields on the Livingston Campus in New Brunswick

WHEREAS, the Rutgers University–New Brunswick Division of Intercollegiate Athletics ("Athletics") provides the personnel, facilities, and programs that are necessary to enable student-athletes to pursue excellence in developing personal, academic, and athletic skills and, in so doing, supports the University in achieving its mission; and

WHEREAS, the Athletics competes in the Big Ten athletic conference at the NCAA Division I level for men's and women's sports with almost 800 student athletics participating in over twenty programs, and two of the Division I sports are baseball and softball programs; and

WHEREAS, Athletics manages myriad indoor and outdoor facilities to support its programs, including a baseball field and a softball field on the Livingston Campus (the "Fields"); and

WHEREAS, the Fields are in need of certain upgrades and enhancements to improve the student-athlete and fan experience (such work, the "Project"); and

WHEREAS, Rutgers Institutional Planning & Operations (IP&O) staff, working with Athletics, have identified improvements and upgrades that would provide lighting at the softball field and improve sightlines and seating at the Fields; and

WHEREAS, the Project is informed by and supportive of the most recent version of the Rutgers University Athletics + Facilities Master Plan; and

WHEREAS, the cost of the Project is estimated to be \$10 million, which is expected to be paid with a combination of donor funds and Athletics funds; provided, however that the University may elect to finance the costs of this Project with debt issued by the University at a later date; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities discussed the Project and Project Summary attached hereto and recommended the Project for approval by the Board of Governors of Rutgers, The State University of New Jersey, with spending authority up to \$10 million.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, approves the Project as more fully described in the attached Project Summary, with spending authority up to \$10 million; and

BE IT FURTHER RESOLVED that to the extent any University debt is used for interim or permanent financing of the costs of this Project (“Project Bonds”), the Board of Governors reasonably expects to reimburse the expenditure of such costs paid prior to the issuance of Project Bonds, with proceeds of such Project Bonds, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of such costs paid prior to the issuance of the Project Bonds, with proceeds of such Project Bonds, in accordance with Treasury Regulations Section 1.150-2; and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President and Chief Operating Officer of Rutgers, on behalf of Rutgers, with advice from the Executive Vice President – Chief Financial Officer and University Treasurer, and the Senior Vice President and General Counsel, or their designees, is hereby authorized and directed to negotiate, approve, execute, and perform all necessary agreements, contracts, certificates, reports, and documents on behalf of Rutgers that are necessary for the successful execution of the Project; and

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately.

Attachment: Project Summary

- Proposed Resolution Approving the Acquisition of 71 to 75 Bleeker Street and 167 University Avenue to Augment the Rutgers University–Newark Campus

WHEREAS, Rutgers University–Newark is a direct descendant of a small collection of Newark colleges, established in the early 1900s, that ultimately merged into the University of Newark, and it was the University of Newark that merged with Rutgers in 1946 to create Rutgers University–Newark; and

WHEREAS, the urban campus of Rutgers University–Newark has grown since 1946, expanding opportunistically as parcels near the campus became available; and

WHEREAS, with a campaign of acquisitions occurring in the 1970s and 1980s, Rutgers purchased certain lots on the block bounded by University Avenue, Central Avenue, Dr. Martin Luther King, Jr. Boulevard, and Bleeker Street, and these holdings now serve as space for four university housing buildings, Rutgers-owned retail space, a dining facility, and related site improvements; and

WHEREAS, in February 2022, Rutgers was presented an opportunity to purchase three residential properties: 71, 73, and 75 Bleeker Street, (Block 39, Lots 65, 43, and 44 respectively) and a mixed-use residential over retail property: 167 University Avenue (Block 39 Lot 42) which are adjacent to Rutgers’ other properties on the block, and if owned by Rutgers would result in the University owning all properties on the block and offer significant adaptive reuse possibilities in a prime location; and

WHEREAS, because of the development possibilities, Rutgers engaged an appraiser and made a conditional offer to purchase all four properties, subject to approval by the Board of Governors, which offer was accepted by the authorized managers of the two corporations that are the property owners in October 2024, and the combined purchase price would be Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), allocating \$1,250,000 to the owner of the three Bleeker Street properties, and \$1,500,000 to the owner of the University Avenue property; and

WHEREAS, in October 2024, Rutgers entered into a Purchase and Sale Agreement with the two owners (the “Purchase Agreements”) which (i) have been negotiated by Institutional Planning and Operations and the University’s Office of the Senior Vice President and General Counsel, and (ii) expressly conditions Rutgers’ performance on the approval of the Board of Governors; and

WHEREAS, on November 18, 2024, the acquisition of the properties pursuant to the Purchase Agreements, along with a Project Summary and a map of the parcels, were presented to the Committee on Finance and Facilities and, upon review the Committee recommended that the Board of Governors authorize acquisition of the properties with spending authority up to \$2,750,000, plus reasonable closing costs not expected to exceed \$35,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Rutgers, The State University of New Jersey, upon the recommendation of the Committee on Finance and Facilities, does hereby approve acquisition of the properties, the execution of the Purchase Agreements and the performance thereof for a combined purchase price of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), all as further described herein; and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President and Chief Operating Officer, in consultation with the Office of General Counsel, is hereby authorized and directed to execute and deliver those notices, agreements, forms and certificates and to take any and all steps that are reasonably necessary for the successful acquisition of the properties; and

BE IT FURTHER RESOLVED that the Board of Governors reasonably expects it may reimburse the expenditure of the purchase prices paid prior to the issuance of debt,

with proceeds of such debt, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of the purchase prices paid prior to the issuance of the debt, with proceeds of such debt, in accordance with Treasury Regulations Section 1.150 2; and

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately.

Attachments: Project Summary
Project Map

- Proposed Resolution Approving the Naming of a Campus Plaza on the Newark Campus as “Elizabeth Blume-Silverstein Plaza

WHEREAS, the naming of an exterior plaza on the campus of a public institution offers the opportunity to honor individuals of high scholarly distinction who have contributed in exceptional ways to the public good; and

WHEREAS, the late Elizabeth Blume-Silverstein, a 1911 graduate of the New Jersey Law School (which would ultimately become the Rutgers Law School) is a member of the Rutgers Hall of Distinguished Alumni; and

WHEREAS, Blume-Silverstein’s notable accomplishments include being one of the first graduates of the New Jersey Law School, clerking for two years until she was old enough to take the bar, becoming recognized as an expert in criminal law with over 5,000 cases handled during her career, was the first woman in New Jersey to defend a murder suspect before a jury (the suspect was acquitted), was a co-founder of the World Jewish Congress in 1936, and had a Newark-based legal practice for almost six decades; and

WHEREAS, the Center for Law and Justice (CLJ) building has been the home of the Rutgers Law School in Newark since the year 2000, and has an attractive and well-used exterior plaza at its front door, with the plaza bounded by CLJ, Washington Street, the Center for Urban and Public Service, Ackerson Hall, University Avenue, and Engelhard Hall; and

WHEREAS, Rutgers alumnus Nathan Royce Silverstein, the son of Rutgers alumna Elizabeth Blume-Silverstein, has provided a generous gift of \$7,000,000 to support the Rutgers Law School in Newark, with \$675,000 of that figure supporting a renovation of the plaza to enhance the campus experience; and

WHEREAS, on October 29, 2024, the University Naming Committee considered and approved naming the plaza in front of CLJ “Elizabeth Blume-Silverstein Plaza” and thereafter recommended approval to Rutgers President Jonathan Holloway who also approved the name; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities reviewed the proposed naming and recommended approval by the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of President Jonathan Holloway, the University Naming Committee, and the Committee on

Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, approves the naming of the plaza fronting the Center for Law and Justice at 123 Washington Street on the Newark Campus as the “Elizabeth Blume-Silverstein Plaza;” and

BE IT FURTHER RESOLVED that on behalf of Rutgers University, the Board of Governors extends its deep appreciation to Nathan Royce Silverstein for his generous gift that will support renovation of the plaza as well as establish the Elizabeth Blume-Silverstein Endowment.

- Proposed Resolution Approving the Renovation of Nichols Apartments 73-96 on the Busch Campus in New Brunswick

WHEREAS, Nichols Apartments 73-96 (the “Building”), is a University apartment building within a larger apartment complex that provides a total of 260 beds in 160 apartments in seven structures on the northwest corner of the Busch Campus in Piscataway; and

WHEREAS, the Building, as an integral part of the Nichols Apartment complex, provides an important function for graduate students with families and undergraduate students at Rutgers University–New Brunswick; and

WHEREAS, the Building is in need of certain interior and exterior repairs, renovations, and aesthetic refresh (such work, the “Project”); and

WHEREAS, Rutgers Institutional Planning & Operations (IP&O) staff have identified renovation and upgrades would extend the building’s useful life, reduce energy consumption, and maintain student residents’ comfort in and use of the Building; and

WHEREAS, the Project is part of a comprehensive and continuous housing maintenance and state-of-good-repair program that IP&O manages for all 18,600 beds within the University housing system state-wide; and

WHEREAS, the cost of the Project is estimated to be \$6.5 million, which is expected to be paid with Housing reserves; provided, however that the University may elect to finance the costs of this Project with debt issued by the University at a later date; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities discussed the Project and Project Summary attached hereto and recommended the Project for approval by the Board of Governors of Rutgers, The State University of New Jersey, with spending authority up to \$6.5 million.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, approves the Project as more fully described in the attached Project Summary, with spending authority up to \$6.5 million; and

BE IT FURTHER RESOLVED that to the extent any University debt is used for interim financing of the costs of this Project (“Project Bonds”), the Board of Governors

reasonably expects to reimburse the expenditure of such costs paid prior to the issuance of Project Bonds, with proceeds of such Project Bonds, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of such costs paid prior to the issuance of the Project Bonds, with proceeds of such Project Bonds, in accordance with Treasury Regulations Section 1.150-2; and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President and Chief Operating Officer of Rutgers, on behalf of Rutgers, with advice from the Executive Vice President – Chief Financial Officer and University Treasurer, and the Senior Vice President and General Counsel, or their designees, is hereby authorized and directed to negotiate, approve, execute, and perform all necessary agreements, contracts, certificates, reports, and documents on behalf of Rutgers that are necessary for the successful execution of the Project; and

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately.

Attachment: Project Summary

- Proposed Resolution Approving the Renovation of 180 West Market Street on the Rutgers Biomedical and Health Sciences Campus in Newark

WHEREAS, 180 West Market Street (the “Building”), is a University apartment building providing 465 beds in 234 apartments of various styles in a high-rise structure on the northeast corner of the Rutgers Biomedical and Health Sciences (RBHS) campus in Newark; and

WHEREAS, the Building, as the sole housing building on the Newark campus of RBHS, provides an essential function for medical, dental, and post-doctoral students in Newark; and

WHEREAS, the Building is in need of certain façade repair and replacement of the heating and cooling (HVAC) units servicing the apartments (such work, the “Project”); and

WHEREAS, Rutgers Institutional Planning & Operations (IP&O) staff have identified exterior restoration and repair work and HVAC upgrades that would extend the building’s useful life, reduce energy consumption, and maintain student residents’ comfort in and use of the Building; and

WHEREAS, the Project is part of a comprehensive and continuous housing maintenance and state-of-good-repair program that IP&O manages for all 18,600 beds within the University housing system state-wide; and

WHEREAS, the cost of the Project is estimated to be \$20 million, which is expected to be paid through Housing fund balances; provided, however that the University may elect to finance the costs of this Project with debt issued by the University at a later date; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities discussed the Project and Project Summary attached hereto and recommended the Project

for approval by the Board of Governors of Rutgers, The State University of New Jersey, with spending authority up to \$20.0 million.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, approves the Project as more fully described in the attached Project Summary, with spending authority up to \$20.0 million; and

BE IT FURTHER RESOLVED that to the extent any University debt is used for interim financing of the costs of this Project (“Project Bonds”), the Board of Governors reasonably expects to reimburse the expenditure of such costs paid prior to the issuance of Project Bonds, with proceeds of such Project Bonds, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of such costs paid prior to the issuance of the Project Bonds, with proceeds of such Project Bonds, in accordance with Treasury Regulations Section 1.150-2; and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President and Chief Operating Officer of Rutgers, on behalf of Rutgers, with advice from the Executive Vice President – Chief Financial Officer and University Treasurer, and the Senior Vice President and General Counsel, or their designees, is hereby authorized and directed to negotiate, approve, execute and perform all necessary agreements, contracts, certificates, reports, and documents on behalf of Rutgers that are necessary for the successful execution of the Project; and

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately.

Attachment: Project Summary

- Proposed Resolution Approving the Renovation of Wood Lawn Mansion for the Eagleton Institute of Politics on the Cook/Douglass Campus in New Brunswick

WHEREAS, the Eagleton Institute of Politics at Rutgers University–New Brunswick (Eagleton) studies how American politics and government work and change, analyzes how the democracy might improve, and promotes political participation and civic engagement; and

WHEREAS, Wood Lawn Mansion, an historic structure originally constructed in 1830, bequeathed to Rutgers in 1937, and used continuously by Rutgers since then is an iconic building with much of the historic architectural fabric intact but in need of renovations; and

WHEREAS, Eagleton has been housed in the historic Wood Lawn Mansion for almost seventy years; and

WHEREAS, Institutional Planning & Operations staff, working with Eagleton staff, have identified exterior restoration and repair work, infrastructure upgrade work, and interior renovation work (such work, the “Project”) that would extend the building’s useful life and enhance Eagleton’s established and notable academic and community service roles, all while maintaining the historic integrity of the building and its site; and

WHEREAS, the Project has been divided into two major components: (1) deferred maintenance and infrastructure work and (2) interior renovations and aesthetics refresh, with each component able to be executed independent of the other; and

WHEREAS, the cost of the Project is estimated to be \$14.4 million, with the cost of deferred maintenance and infrastructure work estimated to be \$9.3 million and the cost of interior renovations and aesthetics refresh estimated to be \$5.1 million; and

WHEREAS, the Rutgers University Foundation has been leading a philanthropic effort that, if successful, would cover the cost of interior renovations and aesthetics refresh; and

WHEREAS, the \$9.3 million for the deferred maintenance and infrastructure work is expected to be paid with University reserves; provided, however, that the University may elect to finance the costs of this Project with debt issued by the University at a later date; and

WHEREAS, the \$5.1 million for the interior renovations and aesthetics refresh is intended to be paid using funds raised through philanthropy; and if the philanthropic efforts do not secure funds for this work then this component of the Project would not be undertaken; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities discussed the Project and Project Summary attached hereto and recommended the Project for approval by the Board of Governors of Rutgers, The State University of New Jersey, with spending authority up to \$14.4 million, subject to the contingency clause below.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, approves the Project as more fully described in the attached Project Summary, with spending authority up to \$14.4 million, subject to the contingency clause below; and

BE IT FURTHER RESOLVED that to the extent any University debt is used for (i) interim financing of the costs of the interior renovations and aesthetics refresh component of the Project prior to the time the full funding through philanthropy is received, or for (ii) the deferred maintenance and infrastructure component of the Project (“Project Bonds”), the Board of Governors reasonably expects to reimburse the expenditure of such costs paid prior to the issuance of Project Bonds, with proceeds of such Project Bonds, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of such costs paid prior to the issuance of the Project Bonds, with proceeds of such Project Bonds, in accordance with Treasury Regulations Section 1.150-2; and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President and Chief Operating Officer of Rutgers, on behalf of Rutgers, with advice from the Executive Vice President – Chief Financial Officer, and University Treasurer, and the Senior Vice President and General Counsel, or their designees is hereby authorized and directed to negotiate, approve, execute and perform all necessary agreements, contracts, certificates, reports and documents on behalf of Rutgers that are necessary for the successful execution of the Project; and

BE IT FURTHER RESOLVED that the authority to spend \$5.1 million for the interior renovations and aesthetics refresh as described in this Resolution is contingent upon receipt of philanthropic funds; and

BE IT FURTHER RESOLVED that the authority to spend \$9.3 million for the deferred maintenance and infrastructure work as described in this Resolution is not contingent upon receipt of philanthropic funds and said authority to spend \$9.3 million shall not be limited, restricted, or voided in the event that the philanthropic funds are not received by Rutgers; and

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately.

Attachment: Project Summary

- Proposed Resolution Authorizing the Negotiation and Execution of an Easement Agreement with the Township of Piscataway

WHEREAS, the Township of Piscataway (“Piscataway”) is undertaking municipal improvements on Centennial Avenue in Piscataway, immediately adjacent to land owned by the Board of Governors; and

WHEREAS, Piscataway approached Rutgers in October 2024 with a request to grant a permanent easement area of approximately 0.059 acres (2,573 square feet) in order to accommodate planned improvements to Piscataway’s roadway infrastructure; and

WHEREAS, the permanent easement will accommodate a new concrete sidewalk; and

WHEREAS, the infrastructure improvements undertaken by Piscataway benefit the general public as well as Rutgers, as the new sidewalk will allow for an appropriate pedestrian pathway, not shared with vehicles; and

WHEREAS, Piscataway has undertaken a land value analysis that determines fair market value of the permanent easement and offers Rutgers \$11,321 to grant the permanent easement; and

WHEREAS, Rutgers has reviewed the land value analysis and finds the methodology and resultant price to be fair and reasonable; and

WHEREAS, the proposed easement will be finalized upon completion of installation of the improvements as approved by Rutgers University Institutional Planning and Operations, and will be memorialized based on documents prepared by a NJ Professional Land Surveyor, and the proposed location will not negatively impact Rutgers’ long-term plans for the property affected by the proposed easement; and

WHEREAS, on November 18, 2024, the Committee on Finance and Facilities reviewed and discussed the proposed easement and agreed to recommend approval by the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Rutgers, The State University of New Jersey, upon the recommendation of the Committee

on Finance and Facilities, that the proposed easement requested by the Township of Piscataway as further described in this Resolution is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Vice President and Chief Operating Officer, with the advice of counsel, is authorized to negotiate and enter into an easement agreement with Piscataway in which Rutgers will grant Piscataway approximately 0.059 acres of permanent easement area and obligate Piscataway to pay the consideration of \$11,321.00.

Attachments: Project Summary and Project Map

- Proposed Resolution Approving Phase 6B Projects for the Administrative and Student Information Systems Initiatives

WHEREAS, the integration of the University of Medicine and Dentistry of New Jersey necessitated a migration to an enterprise-wide information technology platform; and

WHEREAS, Universitywide efficient, effective, and responsive business practices and systems are foundational elements of the Rutgers Strategic Plan; and

WHEREAS, the University must provide reliable and accessible information to our academic and administrative leadership; and

WHEREAS, the Board of Governors approved Phase 1 projects for the Administrative and Student Information Systems Initiatives on April 3, 2015; Phase 2 projects on June 15, 2016; Phase 3 projects on February 12, 2019; Phase 4 projects on December 17, 2020; Phase 5 projects on December 7, 2021; and Phase 6 projects on December 7, 2023; and

WHEREAS, the administration has planned projects for Phase 6B encompassing October 1, 2024 through June 30, 2025 as described in Exhibit A; and

WHEREAS, the scope of the projects for Phase 6B would include continuation of implementation of additional modules as it relates to Financial Management, Budget and Financial Planning, and Procurement, as well as continuation of Oracle's cloud-based Human Resources system; and

WHEREAS, Phase 6B will also include business process and organizational review for Human Resources and Payroll Services; and

WHEREAS, the estimated cost for Phase 6B of the Administrative and Student Information Systems Initiatives project is \$15.7 million, which will be funded in the short to medium-term using commercial paper or other debt instruments; and

WHEREAS, on November 18, 2024, following a presentation and discussion of the Phase 6B projects identified above and as further described in Exhibit A hereof, the Committee on Finance and Facilities agreed to recommend approval by the Board of Governors for the Phase 6B projects, with spending authority not to exceed the funding limit of \$15.7 million, to be funded through the aforementioned sources.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State

University of New Jersey, approves the Phase 6B Projects of the Administrative and Student Information Systems Initiative for a cost not to exceed \$15.7 million; and

BE IT FURTHER RESOLVED that the Board of Governors reasonably expects to reimburse the expenditure of Phase 6B Projects (“Project Costs”) paid prior to the issuance of debt, with proceeds of such debt, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the debt, with proceeds of such debt, in accordance with Treasury Regulations Section 1.150-2; and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President – Chief Financial Officer and University Treasurer, on behalf of Rutgers, with advice from the Senior Vice President and General Counsel, is hereby authorized and directed to negotiate, approve, execute, and perform all necessary agreements, contracts, certificates, reports and documents on behalf of Rutgers that are necessary for the successful execution of the Project.

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately.

Attachment: Exhibit A (Phase 6B Projects Funding Request)

- Proposed Resolution Approving Revisions to University Policy 40.2.21: Debt Management Policy

WHEREAS, the Board of Governors of Rutgers, of Rutgers, The State University of New Jersey, has the authority to approve revisions to the University Policy 40.2.21: Debt Management Policy (“Debt Management Policy”); and

WHEREAS, on February 8, 2017, the Board of Governors reviewed and approved amendments to the Debt Management Policy and determined it should be included in the University Policy Library; and

WHEREAS, the Executive Vice President – Chief Financial Officer and University Treasurer has since reviewed the Debt Management Policy and prepared revisions for the Board’s approval, a copy of which is attached hereto with deletions shown in strikeout and additions underlined; and

WHEREAS, the Committee on Finance and Facilities reviewed and discussed the revisions to the Debt Management Policy during its meeting on November 18, 2024, and agreed to recommend approval by the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, hereby approves the revisions to the Debt Management Policy; and

BE IT FURTHER RESOLVED that the Board of Governors hereby certifies that the Debt Management Policy shall be made publicly available on the Rutgers website.

Attachment: Proposed Revisions to University Policy 40.2.21

- Proposed Resolution Approving the Implementation of Epic's Electronic Medical Record

System for University Behavioral Health Care

WHEREAS, the integration of the University of Medicine and Dentistry of New Jersey incorporated University Behavioral Health Care (UBHC) into Rutgers, specifically Rutgers Biomedical and Health Sciences (RBHS), now called Rutgers Health; and

WHEREAS, Rutgers Health has implemented an integrated patient record system supporting patient care with electronic medical records (EMR) in concert with Robert Wood Johnson Barnabas Health (RWJBH), its clinical partner; and

WHEREAS, this patient record system is called Community Connect by its provider, Epic Systems Corporation (Epic); and

WHEREAS, Rutgers Health has determined that UBHC should adopt Community Connect as its patient record system; and

WHEREAS, Rutgers Health has concluded that the most economical and effective method of implementing Community Connect is through RWJBH; and

WHEREAS, RWJBH will relicense the software to UBHC and will provide one-time services to start up Community Connect in UBHC; and

WHEREAS, RWJBH is asking for reimbursement for its costs to implement Community Connect and its incremental licensing costs for UBHC; and

WHEREAS, the estimated cost for start-up costs and initial licensing is \$7.22 million, which will be funded in the short to medium term using UBHC reserves and commercial paper or other debt instruments; and

WHEREAS, the estimated annual operating cost payments to RWJBH will be approximately \$1.6 million; and

WHEREAS, on November 18, 2024, following a presentation and discussion of the project identified above and as further described in the RWJBH Service Agreement Summary and EMR System Access and Services Agreement attached hereto, the Committee on Finance and Facilities agreed to recommend approval by the Board of Governors to reimburse RWJBH for the UBHC Community Connect project, with spending authority not to exceed the funding limit of \$7.22 million, to be funded through the sources mentioned above.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, approves the reimbursement of RWJBH for the Community Connect project for UBHC for a cost not to exceed \$7.22 million; and

BE IT FURTHER RESOLVED that the Board of Governors reasonably expects to reimburse the expenditure of the Community Connect project for UBHC paid before the issuance of debt, with proceeds of such debt, and this Resolution is intended to be, and hereby is, a declaration of the official intent to reimburse the expenditure of Project Costs paid before the issuance of the debt, with proceeds of such debt, per Treasury Regulations Section 1.150-2; and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President – Chief Financial Officer and University Treasurer, on behalf of Rutgers, with advice from the Senior Vice President and General Counsel, is hereby authorized and directed to negotiate, approve, execute, and perform all necessary agreements, contracts, certificates, reports, and documents on behalf of Rutgers that are necessary for the successful execution of the Project.

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately.

Attachments: RWJBH Service Agreement Summary
EMR System Access and Services Agreement

- Proposed Resolution Authorizing Formally Bid Contract for Athletics Team Apparel

WHEREAS, on October 1, 2024, Rutgers, The State University of New Jersey, issued a formal Request for Proposals (“RFP”), inviting five suppliers to submit bid proposals to provide athletics team apparel to support the Division of Intercollegiate Athletics at Rutgers University–New Brunswick and its 24 Division I men's and women's varsity sports consisting of more than 730 student-athletes; and

WHEREAS, the University received one proposal from BSN Sports, LLC (“BSN”), which is the largest distributor of Nike athletic apparel/equipment in the United States, serving over 100 collegiate accounts, including many Power 5 schools; and

WHEREAS, University Procurement Services evaluated BSN’s bid and found it to be responsive in all material respects; and

WHEREAS, University Policy 20.1.11: Procurement and Payment Policy requires that the Board of Governors approve all formally bid procurements valued over \$10 million before contract award, and since the total estimated value of the five-year contract resulting from the aforementioned formally bid procurement for athletics team apparel is \$30 million, the proposed contract award to BSN is submitted for approval; and

WHEREAS, because BSN’s ordering deadline to ensure apparel for sports competing in the fall semester of 2025 is before the Board of Governors’ scheduled meeting, the Executive Vice President – Chief Financial Officer and University Treasurer invoked the emergency procurement procedure; and

WHEREAS, the Chair of the Committee on Finance and Facilities and the Chair of the Board of Governors approved invoking the emergency procurement procedure; and

WHEREAS, on December 5, 2024, the Board of Governors' Committee on Finance and Facilities reviewed and discussed the documentation supporting the proposed contract award to BSN for athletics team apparel as described above and agreed to recommend that the Board of Governors approve such a contract and ratify the order of athletics team apparel for the fall semester of 2025.

NOW, THEREFORE, BE IT RESOLVED that, upon the recommendation of the Committee on Finance and Facilities, the Board of Governors of Rutgers, The State University of New Jersey, hereby ratifies procurement of athletics team apparel for the fall semester of 2025 and approves the recommended award of the contract for athletics team apparel under the formally bid RFP, as described above, for a five-year term, with one

optional five-year extension, with a total estimated value of \$30 million (inclusive of the extension term); and

BE IT FURTHER RESOLVED that the University Administration, acting through the Executive Vice President – Chief Financial Officer and University Treasurer, with advice from the Interim Director of Intercollegiate Athletics for Rutgers–New Brunswick and the Senior Vice President and General Counsel or their designee is hereby authorized and directed to negotiate, approve, execute, and perform or cause to be performed, the aforementioned athletics team apparel contract on behalf of Rutgers.

Committee on Health Affairs

November 7, 2024

- Minutes of the University Behavioral Health Care Leadership Committee Meeting of July 15, 2024.³
- University Behavioral Health Care Staff Appointments, Reappointments and Clinical Privileges of September 16, 2024.⁴
- University Behavioral Health Care’s Quality Improvement Report for the Second Quarter of 2024.⁵

The motion was seconded, and there being no discussion, the Board unanimously approved the matters presented under the consent agenda.

REPORT ON THE CAMDEN BOARD OF DIRECTORS

Ms. Towers asked Dr. James Dougherty, Chair of the Camden Board of Directors, to present a report. Dr. Dougherty began by noting that during its meeting on September 25, 2024, the Board held its annual elections of officers, during which he was elected Chair; Mr. Anthony Covington was elected Vice Chair; Mr. Michael Sepanic was elected Secretary; and Mr. Gower was elected treasurer. Dr. Dougherty also noted that the Board elected Ms. Mary DiMartino to serve as the appointee to the Rowan University/Rutgers–Camden Board of Governors. Dr. Dougherty continued by noting that the Board then approved the minutes of its May 6, 2024 meeting, and that he welcomed Ms. Kimberly Lugo, the incoming undergraduate student representative, and introduced returning graduate student representative Ms. Gaylene Gordon. Dr. Dougherty then reported that Dr. Samuel Rabinowitz will continue his service to the Board for the 2024-2025 term.

Next, Dr. Dougherty noted that Dr. Antonio Tillis, Chancellor of Rutgers University–Camden, reported on the campus’ enrollment; highlighted some key achievements of the five-year Strategic Plan; and reviewed planning for the campus’ Centennial Celebration. Dr. Dougherty continued by stating that Chancellor Tillis also reviewed notable achievements of Rutgers–Camden faculty; shared an update on the campus’ international engagement; and announced that Ms. Kate Isidro, a Rutgers Law School student, was named to the 2024 30 Under 40 Top Young Latino Leaders of South Jersey list. Dr. Dougherty added that Chancellor Tillis also reported on campus graduation rates, discussed the accomplishments of several distinguished alumni, and reviewed Rutgers–Camden’s successful showings in the *U.S. News & World Report* rankings before discussing some upcoming events and answering questions from Board members.

REPORT OF THE UNIVERSITY SENATE

³ Available Upon Request in the Office of the Secretary of the University

⁴ Available Upon Request in the Office of the Secretary of the University

⁵ Available Upon Request in the Office of the Secretary of the University

Ms. Towers turned the floor over to Lucille Foster, Chair of the Rutgers University Senate, who reported on the Senate's meeting on December 13, 2024, during which it adopted a resolution recommending that the University not take a stance of institutional neutrality. Ms. Foster stated that the Senate also endorsed reports recommending that Student Instructional Rating Survey ("SIRS") not be used for faculty evaluation and that the Office of Academic Scheduling and Instructional Space should immediately convene a task force with the goal of reviewing current CourseAtlas procedures and practices and make recommendations for revision. Ms. Foster continued by noting that during the University Senate's meeting on October 18, 2024, she appointed Dr. Jon Oliver as parliamentarian with approval of the University Senate Executive Committee. She then reported that among the many items the Senate is working on, the presidential search has taken an immediate high priority, and she thanked Ms. Towers for allowing the Senate to engage in the process. Ms. Foster stated that she will hold monthly segments updating the Senate on the January, February, and March agendas. She then reported that on February 6, 2025, the Senate will host a Zoom panel discussion in collaboration with President Holloway on academic freedom and free speech, and concluded her report.

OLD BUSINESS

None reported.

NEW BUSINESS

None reported.

ADJOURNMENT

The meeting was adjourned at approximately 1:45 p.m.

Respectfully submitted,



Anthony Stoeckert
Writing Associate

PROJECT SUMMARY

Rutgers Office for Research
Comparative Medicine Resources
Research Tower Vivarium Cage Wash Renovation

December 17, 2024

Introduction

The Rutgers Office for Research provides services across Rutgers to drive and support cutting-edge research which contributes to the medical, environmental, social and cultural well-being of the State of New Jersey. Rutgers Animal Care, a division of the Office for Research, is comprised of Research Core Services, Controlled Substances in Research, Comparative Medicine Resources, and the Institutional Animal Care and Use Committee. The team supports the research mission of Rutgers in biomedical research areas including, but not limited to, animal models, pharmacokinetic and ADME studies, feasibility studies, surgical models and chemotherapeutic studies. Rutgers Animal Care also provides a comprehensive program of animal care including protocol review, a duly constituted animal care committee, occupational health and laboratory safety, and full-time veterinary care. Rutgers Animal Care maintains 22 animal research facilities, most of the facilities are in New Brunswick.

The Office for Research's overarching vision for future animal care space is to accomplish the physical upgrades and improvements required to modernize animal care spaces to support state-of-the-art research. In pursuit of this vision, the modernization of cage wash facilities with state-of-the-art equipment will support the needs for the next 15-20 years.

Many animal facilities have cage wash areas that are well past their useful life and are at risk for failure. These individual cage washes need to be closed and replaced with a few centralized washing facilities equipped with automation and modern equipment that just 1-2 staff members can operate. These facilities will reduce operational costs and provide quality sanitation of equipment. The proposed Research Tower Vivarium Cage Wash is one of these new centralized facilities.

The National Institutes of Health (NIH), part of the U.S. Department of Health and Human Services, is the nation's medical research agency, making important discoveries that improve health and save lives. The NIH recognizes the importance of all institutions of higher learning in contributing to the nation's research capacity, and as such NIH administers a grant program (C06 grants) that is intended to help universities modernize biomedical research infrastructure to strengthen biomedical research. Targeted projects are the construction or modernization of core facilities and the development of other shared research infrastructure serving an institution-wide research community with broad impact on biomedical research.

Program

Rutgers Office for Research will be submitting a grant application in response to an NIH C06 Grant Application funding opportunity for a project that will significantly improve efficiencies by centralizing the cage wash operations for Busch campus in an advanced fully automated cage wash operation. The

improvements will support the University's vision for future animal care spaces, which is important for the advancement of research at Rutgers. Looking beyond Rutgers, the work will benefit its work with other institutes in the State, as well as regionally and even nationally.

Scope

The project will include renovations and alterations to replace the Busch Research Tower's existing fully manual cage wash with a fully automated cage wash system. The Research Tower cage wash will be used as the central cage wash for many of the animal facilities in New Brunswick. The scope of work addresses the needs of the proposed fully automated (robotic) cage wash system and the creation of a new loading dock dedicated to cage wash operations.

The area that currently houses the cage wash will be expanded to accommodate the new cage wash equipment. Existing spaces will be altered and upgraded to provide the equipment, maintenance and support spaces necessary for the modernized cage wash operations. Additionally, existing staff areas will be relocated and upgraded. Coordinated mechanical, electrical and plumbing upgrades will support the renovated areas.

A new two-bay loading dock, dedicated to the cage wash operations, will be constructed at the Research Tower. This new loading dock will support the efficient operation of the cage wash by significantly improving access to and from the cage wash area. The new loading dock is essential to accommodating the number of cages necessary to meet current and future demands.

Benefits

The provision of a fully automated centralized cage wash facility for the Busch Campus vivaria, will provide fiscal savings and support the sustainability initiatives of the University Climate Action Plan. This will support critical advancements in research at the University and enhance the University's ability to recruit new faculty and staff. The proposed renovations will ensure support of ongoing research programs and allow for expansion of research.

Financial

The total capital cost of the project, and the gross amount of the project submitted to NIH as part of the C06 grant application, is \$17.2 million. The maximum award under this NIH C06 program is \$8 million, and it is expected that the maximum amount would be funded by NIH, if the grant application were successful. However, the exact amount of the grant award and the university's share of costs will be determined by the NIH as part of its grant application review process. In the event that the NIH award is less than the net award amount requested on the C06 grant application, the Office for Research is prepared to contribute up to \$9.5 million.

The university's share of costs will be covered by the Office for Research, financed by a loan from the internal bank to be paid back by the Office for Research, from fund balances available within Office for Research accounts, through interest received by a university trust, through operational savings, or a combination of any of the above.

PROJECT SUMMARY

Baseball and Softball Fields Improvements
Division of Intercollegiate Athletics
Livingston Campus

Rutgers University–New Brunswick

December 17, 2024

Introduction

The Division of Intercollegiate Athletics (Athletics) baseball and softball teams' fields, on Livingston Campus, are used for practice and game day operations for each team. The fields and associated facilities – bleachers, press boxes, and dugouts – fall below conditions at BiG peer fields and are in need of improvement. Additionally, the softball field is not currently served by field lighting and as such is not a comparable softball student athlete experience when compared to that of its paired sport, baseball.

Athletics has identified a number of physical/facilities improvements at the fields that, with moderate investment, can have significant positive impact on the player, media, and fan experience at the baseball and softball fields.

This project is informed by and is supportive of the recently updated Athletics + Facilities Master Plan. The Master Plan calls for long-term significant construction at the fields, including relocation of the fields and a shared building between the two fields. That implementation is not planned in the near future, so investment in the existing fields is warranted. The improvements to be undertaken as part of this work provide for impactful enhancements at a moderate cost, with the scope intended to be constructed quickly during a break between seasons. The targeted improvements do not increase seating capacity in the bleachers and therefore significant code-driven infrastructure upgrades, the cost of which could be millions of dollars, are not triggered.

Scope

Athletics has prioritized the improvements and work falls into multiple components. These components include:

1. Softball field lighting including required power infrastructure, to allow nighttime practice and games.
2. Bleacher replacement to improve sightlines and accessibility, and to add premium seating. The current seating capacity at both fields will remain unchanged.

3. Dugout Replacement, enlarged to accommodate current roster and equipment.
4. Press Box improvements.

Benefits

The lighting at the softball field will have a significant benefit for the softball program by allowing flexibility in scheduling games and playing at night, on par with the baseball program. This benefits student-athletes and fans. The bleacher replacements will improve the sightline viewing angles and add select seatback sections for an enhanced spectator experience during games. The dugout replacement will provide enlarged team spaces, benefiting the student-athletes and coaching staff's ability to move in the space and store equipment during practice and games. The baseball press box improvements will provide views required for media, press, broadcasting, and coaching. Upgraded technology and camera positions will benefit the baseball program's ability to meet the needs of the B1G Network and host NCAA Division I media.

Financial

The total capital cost of the project, not to exceed \$10 million, will be covered by a combination of philanthropic and University funds. \$4 million is available in donor funds, and the balance will be financed by a loan from the internal bank to be paid back by Intercollegiate Athletics, from fund balances available within Intercollegiate Athletics accounts, or a combination of the two.

Ver 0.2 11/5/24

PROJECT SUMMARY

Bleeker Street Properties Acquisitions

Rutgers University–Newark

December 17, 2024

Introduction

University Policy 20.1.19: University Properties requires Board of Governors approval for certain property transactions. Board approval is required for the purchase of property when the purchase price exceeds \$2 million, and for sale of property when sale price exceeds \$1 million.

The university was approached about the potential purchase of four properties in the city of Newark on a block where Rutgers owns all other properties. The opportunity included the purchase of four (4) contiguous properties on Block 39 in Newark. Once acquired, Rutgers would own the entire Block, which is bounded by Central Avenue, Bleeker Street, Dr. Martin Luther King, Jr. Boulevard, and University Avenue. The properties to be acquired are 71, 73, and 75 Bleeker Street, (Block 39, Lots 65, 43, and 44 respectively) and 167 University Avenue (Block 39, Lot 42). Each of the three Bleeker Street properties feature an existing masonry residential townhouse building while the University Avenue property anchoring the corner of the block features an existing mixed-use brick building with retail on the street level and two (2) residential apartments on the floors above. These properties complement the University’s existing student housing structures on the Block.

The University retained an appraiser and has negotiated a price to purchase the properties that is fair, reasonable, within market and subject to certain conditions and contingent upon approval of the Board of Governors.

Scope

The Talbott Apartments, Woodward Residence Hall, Stonsby Dining Facility, University Square Residence Hall, and Graduate Student Housing Building are all located on Block 39. The properties proposed to be acquired are located at 71, 73 and 75 Bleeker Street, and 167 University Avenue, comprising the southeast corner of the block and situated between the Graduate Student Housing building and University Square. These properties were presented to the University for Purchase by the attorneys representing the Estate and Trust of the owner-decedent. Given the location and ownership of the remainder of the Block by the University and the adaptive reuse possibilities of the buildings on the properties, the parcels are of interest to Rutgers University–Newark (“RU–N”). The negotiated purchase price is \$2,750,000.

The four properties will be purchased subject to environmental assessment and inspection. These properties are all partially occupied with residential tenants and the retail space is leased to a coffee shop. The Seller will deliver the properties at closing to the University vacant of residential tenants

and the University will assume the retail lease. The current owner of the retail space coordinated the terms of the retail lease with the University, in anticipation of sale of the property to the University.

RU–N plans on using the properties to expand its housing inventory. Moderate renovations are anticipated to be undertaken to prepare the properties for university occupancy.

The university engaged an appraiser to assist with negotiations. The final offer was derived from a limited appraisal documentation shared by Seller’s attorney conducted in October 2020 at the time of Seller’s death, recent sales data of comparable properties in the City of Newark obtained from Essex County’s Property database, and the purchase of 45 Bleeker Street completed by the University in 2021 and the sale of 158 Washington Street completed by the University in 2022. Based on the data collected and reviewed, the purchase price of \$2,750,000 for the four (4) properties is fair and reasonable.

Benefits

The addition of these properties supports the RU–N strategic and physical master plans and completes the University’s ownership of the remainder of the parcels on the Block. It also provides an opportunity to provide family housing to RU–N students, something that is lacking currently.

Financial

The Seller and University have agreed to a purchase price of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) pending approval of the Board of Governors, to be divided among the Sellers as follows:

Owner: Bleeker Holding, LLC

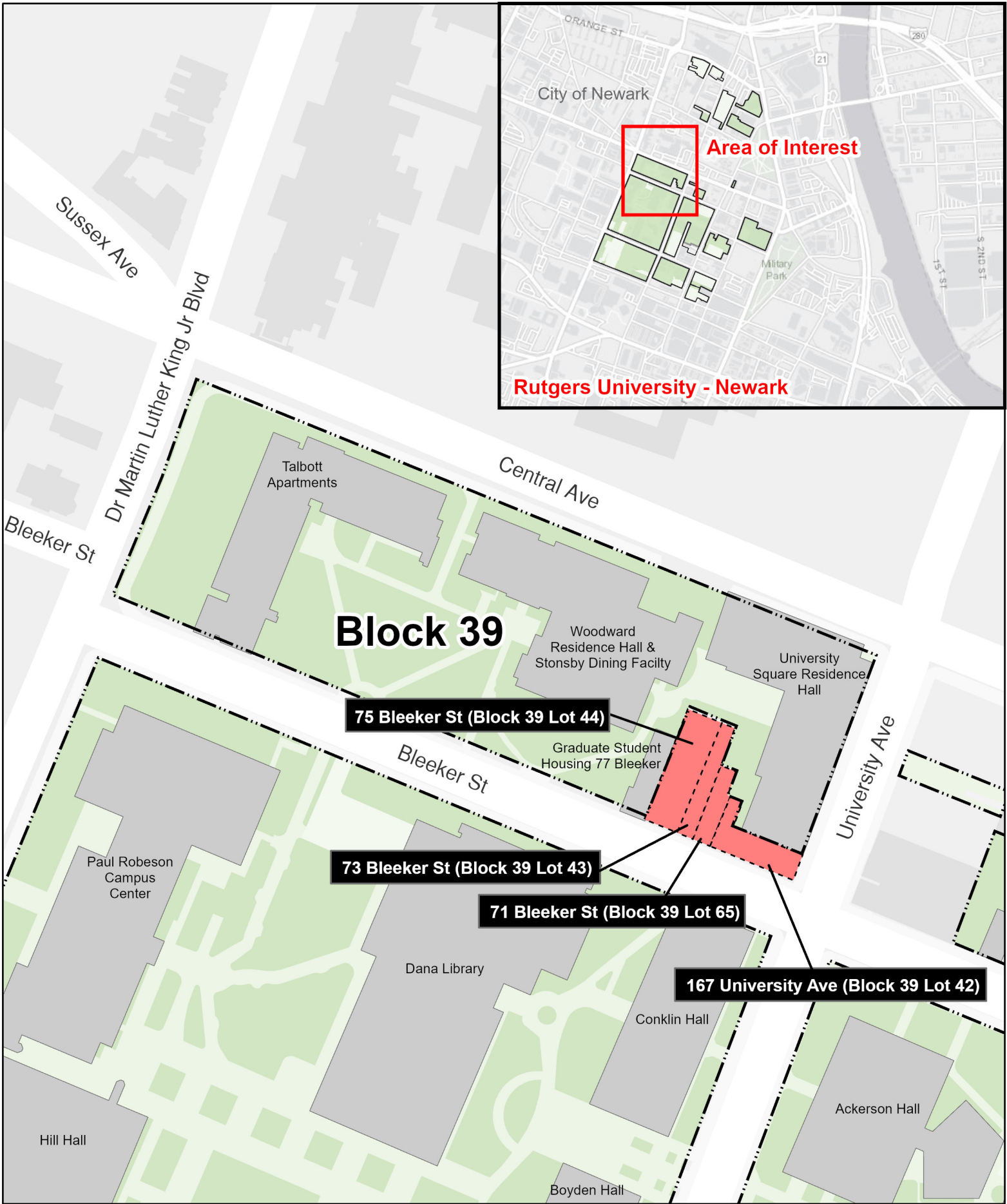
Bleeker Street properties – 45% or \$1,250,000

Owner: 167 Holding, LLC

167 University Street – 55% or \$1,500,000

The cost of the purchase and related due-diligence and closing costs will be covered by RU–N, financed by a loan from the internal bank to be paid back by RU–N, from fund balances available within RU–N accounts, or a combination of the two.

Ver 0.1 11/1/24



PROJECT SUMMARY

Nichols Apartments Renovations
Units 73-96 186 Davidson Road Piscataway

Rutgers University–New Brunswick

December 17, 2024

Introduction

The Nichols Apartment complex, a seven (7) building complex of two (2) and three (3) story structures, is located on the northwest corner of Busch Campus and provides 160 units of housing totaling 260 beds. The complex was constructed c. 1975 and houses undergraduate and graduate students and their families. The buildings provide garden-style two-bedroom apartments, each having a full kitchen, bathroom, and living room. Four undergraduate students share each two-bedroom apartment, or an apartment is occupied by a graduate student and family.

Institutional Planning and Operations (IP&O) manages a comprehensive renewal and replacement program for approximately 18,600 beds of housing that span all areas of Rutgers University. Coordinated with Residence Life on each campus, the program covers all levels of renewal from aesthetic upgrades including paint and furniture, to moderate renovations including infrastructure enhancements, to major capital efforts including gut renovations and new infrastructure, facades, and roofs. When the cost of such a project exceeds \$5 million, it is a capital project as defined by Rutgers policy, and therefore must be approved by the Rutgers Board of Governors in order to proceed.

The exterior of the building housing Nichols Apartments 73-96 is, for the most part, unchanged since its construction almost fifty years ago. The faux-stucco and pre-energy crisis windows have reached the end of their useful life and require replacement. The interior of the units saw finish and fixture upgrades about 25 years ago, and the interiors are no longer suitable for today's students. The building is currently unoccupied, awaiting significant renovation.

This project continues a decade-long campaign of renovations at the Nichols Apartments complex. Previous efforts have seen new roofs for all the buildings, and replacement of the dated façade material on two of the structures. This project continues the established façade replacement program and renovates all twenty-four (24) of the apartment units in the building.

Scope

The project entails the complete replacement of the building's façade, including exterior wall finishes, insulation, and windows. The building's exterior will match the design of previously completed Nichols facades, a marked aesthetic and energy improvement over the mid-1970's faux-stucco.

On the interior, the apartment configurations will remain, maintaining existing structure and wall layouts. All twenty four (24) apartments will see new kitchens and bathrooms, receive new floor, wall, and ceiling finishes, and will have new furniture. All water heaters will be replaced, and electrical upgrades will support the renovations including upgraded security components and IT systems.

Benefits

The renovations will continue the coordinated campaign of Rutgers housing renovations and provide modern finishes, fixtures, appliances, and finishes in all apartments. The renovations will benefit students who occupy the apartments, and will provide an improved apartment building that will serve students for decades to come. The new fixtures and water heaters will be water-saving and energy-efficient, decreasing water and power consumption of the building. The new exterior façade will extend the life of the building, and the new windows and wall insulation will provide for energy improvements due to improved thermal performance. The infrastructure and façade work provides for a reduced carbon footprint and is therefore supportive of the Rutgers Climate Action Plan.

Financial

The total capital cost of the project, not to exceed \$6.5 million, will be covered by Housing reserves, which have been set aside to support continuous housing refresh and renovations projects like this project.

Ver 0.2 11/3/24

PROJECT SUMMARY

180 West Market Renovations
180 West Market Street Newark

Rutgers Biomedical and Health Sciences- Newark

December 17, 2024

Introduction

180 West Market, a fourteen (14) story building, is located at Rutgers Biomedical and Health Sciences' Newark campus and provides 234 units of studio, 1-bedroom, 2-bedroom, and 3-bedroom apartments totaling 465 beds. The building was constructed twenty years ago and houses medical, dental, and post-doctoral students. The apartments are constructed above ground-level retail spaces and over five levels of structured parking.

Institutional Planning and Operations (IP&O) manages a comprehensive renewal and replacement program for the 18,600 beds of housing throughout Rutgers, including this RBHS location. Coordinated with Rutgers University–Newark Residence Life and RBHS, the program covers all levels of renewal from aesthetic upgrades including paint and furniture, to moderate renovations including infrastructure enhancements, to major capital efforts including gut renovations and new infrastructure, facades, and roofs. When the cost of such a project exceeds \$5 million, it is a capital project as defined by Rutgers policy, and therefore must be approved by the Rutgers Board of Governors.

The exterior wall system of 180 West Market, panelized construction with exterior brick and stone, is experiencing water infiltration when heavy rains fall and high winds swirl around the high-rise building. The joints in the panelized construction, especially those around the HVAC units, require repairs to ensure that the exterior wall system will not admit water. Coincidentally and unrelated to the water infiltration, the through-wall HVAC units are approaching the end of their useful life and replacement is due.

Scope

IP&O has developed a façade solution that will have a more lasting life than the system used in the original construction. By taking a more aggressive approach to shedding water at the joints and HVAC units, the building will experience longer façade joint life and future maintenance will be more straightforward. IP&O undertook some of the repairs years ago on a test basis, and have monitored the results to ensure success. The façade over the entire building will be completed in a multi-phased multi-year effort, upgrading the HVAC in a manner coordinated with façade work.

The work is being undertaken in phases, coordinated with Residence Life, to minimize disruptions to the students in the building and to avoid large portions of the building becoming unavailable due to construction activities.

The project entails the repairs to panel joins, new HVAC wall sleeves, and new through-wall HVAC units. Minor cosmetic touch-up of affected interior wall surfaces is included in the work.

The components of the work are straightforward. It is the sheer size of the building and the logistics of exterior high-rise work that make this a unique capital project.

Benefits

The renovations will continue the coordinated campaign of Rutgers housing renovations and provide modern upgraded HVAC in all apartments as well as a renewed exterior façade. The work will benefit students who occupy the apartments, and will provide an improved apartment building that will serve students for decades to come. The new HVAC units will be more energy-efficient than the original units, decreasing power consumption of the building. The exterior façade work will extend the life of the building. The HVAC façade work provides for a reduced carbon footprint and is therefore supportive of the Rutgers Climate Action Plan.

Financial

The total capital cost of the project, not to exceed \$20 million, will be financed by a loan from the internal bank to be paid through Housing fund balances. The spending will occur over multiple years, with approximately \$5 million anticipated for each of four (4) years.

Ver 0.2 11/3/24

PROJECT SUMMARY

Eagleton Institute of Politics
Wood Lawn Mansion Renovations

Rutgers University – New Brunswick

December 17, 2024

Introduction

The Eagleton Institute of Politics at Rutgers University- New Brunswick (Eagleton) studies how American politics and government work and change, analyzes how the democracy might improve, and promotes political participation and civic engagement. The Institute explores state and national politics through research, education, and public service, linking the study of politics with its day-to-day practice. Eagleton's curricular education programs prepare selected undergraduate and graduate students to engage in politics as responsive, effective, ethical citizens and leaders.

Eagleton is located in the historic Wood Lawn Mansion on Cook/Douglass. Wood Lawn Mansion is on the State and Nations registers of Historic Places, and its great lawn has been a Douglass icon for almost ninety years. An excerpt from the plaque on the building provides pertinent history:

Colonel James Neilson built Wood Lawn in 1830 on part of land which his mother's grandfather, Johannis Voorhees, purchased in 1720. Alterations to the original house followed in 1850 and again in 1868 after James Neilson, son of Colonel Neilson, assumed management of the estate in 1862. James Neilson died in 1937. He bequeathed his remaining estate to Rutgers University. In August 1956, Wood Lawn became the home for the Eagleton Institute of Politics.

The last major changes to the structure were made by the famous architectural firm of McKim, Mead & White in 1905, when the Classical Revival style was applied to the exterior of the building. The exterior of the building remains largely unchanged since then.

The proposed renovations to Wood Lawn Mansion will restore historic components of the exterior of the building and provide upgrades to some mechanical and electrical infrastructure within the building.

The Rutgers University Foundation is leading conversations regarding philanthropy that, if successful, would result in donor funds to support the Eagleton program as well as for moderate interior renovations to parts of Wood Lawn Mansion. If these donor funds were provided, the exterior restoration scope and interior infrastructure upgrades described above would be supplemented by interior renovations to current service space (an obsolete kitchen) to provide additional office space for the Eagleton program as well as barrier-free improvements on the first and second floors. All work will have a lasting benefit to the iconic home of Eagleton.

Scope

The project entails the historically appropriate restoration of the exterior of the building, including replacement of the roof, repair and restoration of defining elements such as rails and porches, widespread carpentry repairs, and painting. Windows will be replaced with energy-efficient units that match historic profiles. Exterior appurtenances such as shutters and brackets will be repaired or replaced.

On the interior, new fan coil units will replace existing heating and cooling equipment, to provide energy-efficient temperature control within the building. Electrical work will be undertaken to support the HVAC work and to rewire a number of iconic nonfunctioning lighting fixtures.

If donor funds were provided, the scope would be expanded to repurpose an obsolete kitchen. The space would be gutted and converted to administrative space, including required finishes and infrastructure. Plaster repair, carpet replacement, millwork repair, hearth work, and widespread aesthetic improvements to historic interior fabric will be completed. Lavatories will be refreshed, and IT and audio/visual upgrades will be completed in public rooms. Barrier-free access to the second floor would be provided by means of a carefully placed lift that would not be a detriment to the historic structure.

Benefits

The restoration of the exterior fabric of the historic structure will extend the life of this iconic building by decades. The work will include carefully-designed energy efficiency improvements that will not mar the historic appearance of the building and this work, combined with the infrastructure improvements, supports the Rutgers Climate Action Plan. The work will also provide for a more comfortable environment within the building, benefitting all who work and visit the Mansion.

The interior renovations and barrier-free improvements that would occur should donor support be secured provides for an expansion of Eagleton program space by converting an obsolete kitchen to administrative space. This space would house those new Eagleton staff supported by the donor endowment. The barrier-free improvements in a structure almost 200 years old, carefully designed so as to not have an adverse effect on the historic appearance, are inherently beneficial.

At completion of the work the Eagleton Institute of Politics will benefit from a restored iconic exterior, experience improved comfort within the building while contributing to more environmentally friendly operations, and potentially see an increase in program space within Wood Lawn Mansion. The work will make a significant statement regarding the value of and commitment to the program and the building in which it sits.

Financial

The total capital cost of the project, not to exceed \$14.4 million, is divided into two parts. The first part, the restoration historic components of the exterior of the building and upgrades to mechanical and electrical infrastructure, will not exceed \$9.3 million. This amount is intended to proceed regardless of philanthropy and will be covered by University reserves. The second part, interior renovations and barrier-free improvements, will not exceed \$5.1 million. These funds would be spent only in the event that donor funds are secured.

PROJECT SUMMARY

Grant of Permanent Easement to the Township of Piscataway

Rutgers, the State University of New Jersey

December 17, 2024

Introduction

University Policy 20.1.19: University Properties requires Board of Governors approval for certain real estate transactions. Board approval is required for the granting of a Permanent Easement.

Rutgers University has been approached by the Township of Piscataway to grant it a Permanent Easement for the purposes of installing a sidewalk on land owned by the University. The University property affected is located at 151 Centennial Avenue in Piscataway, New Jersey.

The University is willing to grant the Township a Permanent Easement, subject to the approval of the Board of Governors.

Scope

The Township of Piscataway is undertaking municipal improvements along the length of Centennial Avenue, between River Road and Knightsbridge Road. As part of the project the Township is installing pedestrian sidewalks to enhance the safety and welfare of the public, especially pedestrians in the area. The route of the sidewalks have been planned around existing conditions (poles, trees, driveways, etc.) and follows a path so as to be barrier-free accessible.

Rutgers owns an office building at 151 Centennial Avenue in Piscataway. Purchased by the University of Medicine and Dentistry of New Jersey in 2001 to house back office and call center functions for the University Behavioral HealthCare (UBHC) unit, the building continues its important use for Rutgers UBHC. The route and details of the sidewalk on the Rutgers property, owned by the Rutgers Board of Governors, are consistent with those on other affected Centennial Avenue properties, and the route and details have been reviewed by appropriate staff of Rutgers Institutional Planning and Operations and have been deemed acceptable.

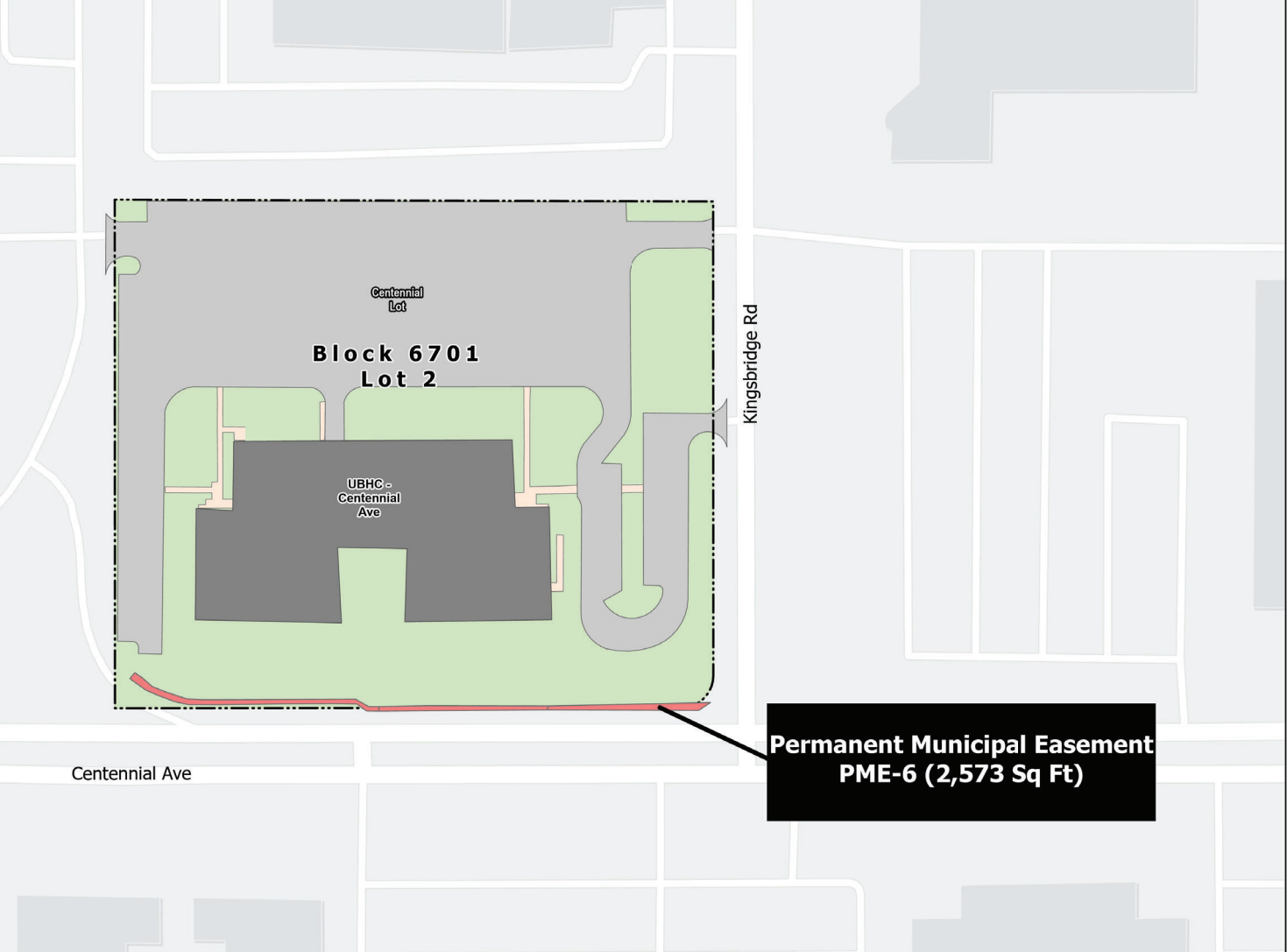
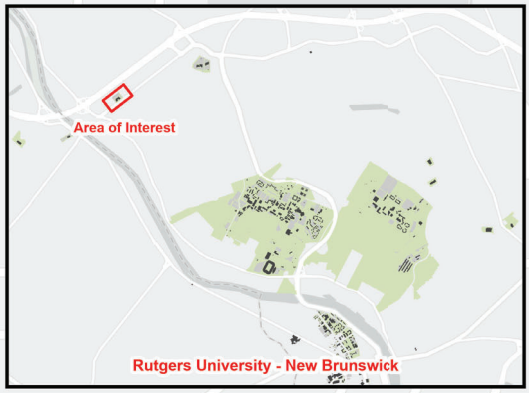
In order to construct the sidewalk on the Rutgers property, a Permanent Easement is required. The total Easement area to be granted, subject to final calculations by a New Jersey Professional Land Surveyor based on actual construction, is approximately 2,573 square feet, or 0.059 acres.

Benefits

The new sidewalks provide a benefit to the general public and will increase safety for pedestrians, including employees of Rutgers who work in or visit the building.

Financial

A land value analysis report was prepared by the Township and shared with the University. The methodology for calculating the reimbursement to the University comports is the same as that used to pay other affected property owners and is acceptable to Rutgers. The Township of Piscataway will pay Rutgers \$11,321 for the granting of the Permanent Easement.



Legend

- Permanent Municipal Easement
- Rutgers University Parcels



EXHIBIT A



Administrative and Student Information Systems:

Phase 6B Projects Funding Request

The purpose of this proposal is to request funding for Phase 6B of the Cornerstone initiative. Below are some clarifying notes to accompany this request:

- Phase 6 funding approved in December 2023 was intended to cover the period of January 1, 2024 through June 30, 2025. However, due to multiple unforeseen and unplanned events – particularly on the HR/Payroll Transformation Initiative – we require additional funding to complete the necessary work for the planned phase 6 projects. Thus, we are requesting funding as a Phase 6B.
- Phase 6B is defined as October 1, 2024 through June 30, 2025.
- The requested funds are for the following projects:
 - HR/Payroll Transformation Initiative:
 - Schedule change: The project had been extended for Phase 1 for an additional six months.
 - Due to the multiple unforeseen issues and delays experienced early in the project, we have needed additional third-party firms and resources to assist with the program.
 - Scope changes:
 - Addition of FDI for both Oracle HCM and Oracle ERP
 - FDI stands for Fusion Data Intelligence, previously known as Fusion Analytics Warehouse (FAW). This cloud-based application provides a deep analysis of data inputs from a set of Oracle Fusion Applications primarily but with options to widen the source data further, ultimately producing a trusted statistical analysis of data across the whole enterprise.
 - We had planned to include this work in Cornerstone Phase 7 / HR-Payroll Phase 2; however, we have accelerated that schedule due to a need to provide more advanced reporting and analytic capability in the initial launch of Oracle HCM as well as a need for additional reporting in Oracle ERP to support the HCM project as well as due to the roll-out of the Chart of Accounts enhancements and changes.

Changes to the Oracle environment related to system upgrades and product enhancements have caused significant delays and additional work required during system configuration.

Financial Management: Licensing costs to add ERP FDI, not in the original phase 6 budget request

Budget: Additional consulting requirements related to the Chart of Accounts initiative and ERP FDI, not in the original phase 6 funding request

Reporting and Analytics: Add resources to assist with the new FDI environment.

This is a printed version of the online *Debt Management Policy*. It was printed on 10/01/2024 at 13:30.
Information is current as of date and time of printing.

Debt Management Policy



UNIVERSITY POLICY

40.2.21 Debt Management Policy

Section Title: Fiscal Management
Approval Authority: Board of Governors
Responsible Office(s): ~~Off. of Treasury~~
Operations University Treasury
Responsible Executive(s): Exec. V.P. ~~for Finance & Administration~~ and Chief Financial Officer and University Treasurer
Adopted Date: 06/15/2006
Reviewed Date:
Contact Information: Director of Debt Management: 848-445-1159

1. Policy Statement

In order to fulfill its mission, the University's policy is to use debt as a resource to provide funding for its capital program. Since debt is a limited resource, the University's policy is to manage this resource in a manner that is consistent with the Strategic Plans, ensures access to capital markets and preserves and enhances the long-term financial health of the University.

2. Reason for Policy

The Board of Governors, with the advice and consent of the Board of Trustees, has the authority to approve the issuance of debt. This policy provides general guidelines for University management to use in developing debt recommendations to the Board of Governors. The policy also provides metrics and reports that will enable the Board of Governors to exercise its oversight responsibilities. The policy provides for delegation of certain functions required for the issuance and management of debt to the Executive Vice President ~~for Finance and Administration~~ and Chief Financial Officer and University Treasurer.

3. Who Should Read this Policy

University administrators including, but not limited to Chancellors, Vice Presidents, Deans, Directors and Department Chairs and Business Administrators.

4. Resources

[Policy 40.2.20, Internal Bank Capital Project Financing Program](#)

Post Issuance Tax Compliance Policy

<http://uco.rutgers.edu/tax-services>

5. The Policy

The University's policy is to use debt as a financing tool to advance the University's mission and to provide funding for the capital program. The use of debt should be aligned with strategic and financial planning and priorities.

The following factors, among others, shall be considered in the use of debt:

1. The University's interest in maintaining favorable, timely and affordable access to capital markets;
2. Prioritization of capital projects consistent with the University's Strategic Plans and Master Plans;
3. Other sources of funding including philanthropy, reserves, State funds and public-private partnerships;
4. Impact on the University's bond ratings;
5. Impact on the University's financial health in the short and long-term

In managing the debt portfolio, the University's policy is to:

1. Provide affordable capital project funding through the University's Internal Bank by taking a portfolio approach rather than a transactional or project-specific approach;
2. Monitor potential risk exposures across such elements as interest rates (fixed versus variable), maturities, tax status, use of derivative products, financial services providers, among others;
3. Take advantage of opportunities to refinance outstanding debt to realize debt service savings;
4. Maintain compliance with post-issuance requirements including tax-exempt bond regulations and continuing disclosure obligations.

A. Roles

1. The Board of Governors, with the advice and consent of the Board of Trustees, has the authority to approve debt issuance. The following actions ~~require~~ Board of Governors approval after consideration of recommendations from the Executive Vice President ~~for Finance and Administration~~ and Chief Financial Officer and University Treasurer:
 - a. Debt issuance including financing for capital projects and refinancing of outstanding debt;
 - b. Commercial paper program size;
 - c. Other obligations of the University including, but not limited to, bank facilities that support the commercial paper program and derivative products
2. The Executive Vice President ~~for Finance and Administration~~ and Chief Financial Officer and University Treasurer has the following responsibilities:
 - a. Consistent with the terms of Board of Governors approval resolutions for each specific debt issue, issuing debt in a manner and form that is consistent with this policy;
 - b. Managing the debt portfolio in manner consistent with the policy;
 - c. Issuing Commercial Paper within the program size approved by the Board of Governors;

- d. Maintenance of bank facilities including renewal of facilities and/or replacement of providers;
 - e. Selection of financing professionals including bond underwriters, bond counsel, financial advisor, and trustees;
 - f. Annual review of this policy and providing the Board of Governors with an annual report on the University's debt portfolio.
3. The Executive Vice President ~~for Finance and Administration~~ and Chief Financial Officer and University Treasurer may delegate these responsibilities and related actions to the Vice President for Finance and Associate Treasurer.

B. Debt Financing Instruments and Structures

1. The University shall consider the following financing instruments, among others, for debt issuances:
 - a. Tax-exempt bonds;
 - b. Taxable bonds;
 - c. Fixed rate bonds;
 - d. Variable rate bonds;
 - e. Serial and term bonds;
 - f. Bullet bonds;
 - g. Commercial paper;
 - h. Callable bonds;
 - i. Non-callable bonds;
 - j. Derivative products consistent with the provisions of section D;
 - k. Other financing instruments presented by financial service providers for consideration at the time of issuance.
2. The University's primary financing structure is general obligation bonds. The University may consider other forms of debt such as lease financings, third party financings and public-private partnerships, among others, to undertake certain capital projects.

C. Debt Capacity and Affordability

Debt capacity and debt affordability can be estimated by comparing University metrics to bond rating category medians and institutions with similar credit ratings.

While these metrics are useful in making estimates of debt capacity and debt affordability, the use of debt is also a function of the University's Strategic Plans and the need to make investments in the University's future. As a result, the metrics are intended to be used as guidelines that will enable the Board of Governors and University management to weigh a wide range of factors in making decisions about debt issuance including availability of University and other resources, the ability to raise funds for projects, the capital project prioritization process, external bond ratings, leverage, affordability, and risk metrics.

1. Debt Capacity Metrics

- a. Spendable Cash and Investments to Debt: This metric measures the ability to repay debt from wealth that can be accessed over time.

Formula	FY15	FY16	Target Range
Spendable Cash & Investments ÷ Long Term Debt	0.70x	0.73x	0.5x – 1.5x

- b. Debt to Revenue: Measures overall University income statement leverage

Formula	FY15	FY16	Target Range
Long-Term Debt ÷ Operating Revenue	0.58x	0.55x	0.5x – 1.0x

2. Debt Affordability Metrics

- a. Debt Service to Operating Expenses: Measures debt service burden on budget

Formula	FY15	FY16	Target Range
Debt Service ÷ Operating Expense	3.97%	4.05%	3.5% – 6.0%

- b. Debt Service Coverage: Measures ability to cover debt service payments from annual operations

Formula	FY15	FY16	Target Range
Operating Cash Flow ÷ Debt Service	2.38x	2.30x	1.5x – 3.5x

These metrics are defined by Moody's Investors Service.

D. Derivative Products

- Derivative Products are financial agreements that may be used to manage risk in the debt portfolio. These products include interest rate swaps, interest rate caps and other forms of hedging interest rate exposure.
- Derivative Products may not be used for speculation or in a manner that presents unacceptable risk to the University and may be used only after the University receives independent legal and financial advice concerning the products.
- Risk Factors: The following risk factors, among others, are to be considered in evaluating the use of derivative products:
 - Counterparty Risk: Counterparty risk is the risk that a counterparty fails to meet its obligations as described in the contract. The University will seek to mitigate this risk by evaluating the credit quality of any counterparty and diversifying its counterparty exposure among different financial institutions;
 - Termination Risk: Termination risk is the risk that an event of default or credit rating downgrade below a set threshold triggers a termination event and a termination payment;
 - Collateralization Risk: Collateralization risk is the risk that the University may be required to post collateral under certain circumstances to secure a negative mark-to-market;
 - Basis Risk: Basis risk is the risk that a variable payment received on interest rate swaps will not match the

variable payment on the bonds or commercial paper.

E. Compliance and Reporting

1. Continuing Disclosure Compliance: The University will comply with all legal and contractual requirements for ongoing continuing disclosure related to the debt portfolio, including disclosure requirements under applicable SEC or MSRB rules and regulations contained in applicable continuing disclosure undertaking.
2. Tax-Exempt Bond Compliance: The University will comply with all legal and contractual requirements for the use and maintenance of bond-financed capital projects, including IRS regulations related to tax-exempt bond-financed projects.
3. Reporting: The Executive Vice President ~~for Finance and Administration~~ and Chief Financial Officer and University Treasurer will prepare annually a report on the debt portfolio and updates of debt capacity and affordability metrics for review by the Board of Governors.

Policy Information

Section
40.2.21

Section Title
Fiscal Management

Formerly Book
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Approval Authority
Board of Governors

Responsible Executive(s)
Exec. V.P. ~~for Finance & Administration~~ and Chief Financial Officer and University Treasurer

Responsible Office(s)
~~Off. of Treasury Operations~~ University Treasury

Adopted
06/15/2006

Adopted Note
(housed on Office of Institutional Research website)

Last Reviewed
02/08/2017

Revised
2/8/2017 (rewritten and converted to University Policy)

Contact
Director of Debt Management: 848-445-1159

ReviewAndCommentLink
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EMR System Access and Services Agreement

Parties: Rutgers (UBHC) & RWJBH

Effective date: 9/28/2024

Initial Term: 3 years

Renewal Terms: 3 years

Termination without cause provision: 180 days notice during any Renewal Term

Financial Components:

	<u>One-Time</u>	<u>Annual</u>
Epic License Fees & Maintenance	\$ 757,571	\$ 118,601
3 rd Party License Fees & Maintenance	122,326	174,267
Interface Licenses and Implementation	37,440	14,500
Hardware/Software/DataCenter Fees & Maintenance	883,389	186,271
Implementation & Post Live Resources	2,950,806	1,119,362
Go-Live support resources	2,467,148	-
Custom Reports	-	1,800
Total	\$ 7,218,680	\$ 1,614,801

EMR SYSTEM ACCESS AND SERVICES AGREEMENT

Effective Date: **September 28, 2024**

This EMR System Access and Services Agreement (“Agreement”) is made and entered into as of the Effective Date written above by and between with **RWJBH Corporate Services, Inc.** (“Provider” or “RWJBH”) with principal offices located at 95 Old Short Hills Road, West Orange, NJ 07052 and **Rutgers, The State University of New Jersey**, an instrumentality of the State, on behalf of its unincorporated entity Rutgers, **University Behavioral Health Care** (“Practice” or “Rutgers”). The Provider and Practice shall each be known as a “Party” and collectively the “Parties.”

1. Background.

1.1 Provider is a community-based healthcare delivery network, whose mission is to provide quality behavioral healthcare services and improve the health and well-being of its community. In order to better meet its mission, Provider has invested in an electronic medical record system and certain related components as further described on the Sales Order attached as Exhibit A (the “EMR System”). Practice and Provider recognize the enormous benefit to patients when medical providers have access to the EMR System when caring for patients. In order to realize this benefit for its patients, Practice desires to obtain the right to access and use the EMR System, and, in order to better serve the health needs of its community, Provider desires to provide such access, subject to the terms and conditions of this Agreement.

1.2 The 2018 Master Affiliation Agreement between Provider and Practice provides that, through the Aligned Clinical Enterprise (as defined therein), Rutgers and RWJBH will seek to align the clinical operations of the health-related schools and centers/institutes of Rutgers, including but not limited to Rutgers Cancer Institute of New Jersey and, subject to certain exceptions, Rutgers University Behavioral Health Care (“UBHC”), to the greatest degree practicable and consistent with the terms and conditions of the MAA, with the clinical operations of RWJBH. By way of a separate Professional Services Agreement between Rutgers and RWJBH, Rutgers provides certain Health Network Services through Rutgers University Behavioral Health Care.

2. Provision of EMR System.

2.1 Implementation. Provider shall cooperate with Practice to provide the services necessary to implement Practice’s access to the EMR System and Practice shall cooperate with Provider to implement and maintain access to EMR System, including meeting Practice’s obligations as required by Provider from time to time. Practice’s obligations shall include, without limitation, the obligations set forth in Exhibit F and Exhibit G.

2.2 Grant of Access to EMR System. Subject to the terms and conditions of this Agreement, Provider hereby grants to Practice nontransferable and non-exclusive access to the EMR System to permit all the medical providers designated by Practice, who are licensed to provide medical and therapeutic services (each a “Medical Provider”), the approximate number of which is set forth in Exhibit A, together with the office administrators, secretaries and nurses and

other necessary personnel as reasonably determined by the Parties who require access to do their job, the approximate number of which is set forth in Exhibit A (collectively “Authorized Users”) to electronically access and use the EMR System for the provision of healthcare to patients of such Medical Providers and for related internal business purposes. The number of Authorized Users accessing the EMR System concurrently may not exceed the maximum number of Medical Providers listed on Exhibit A. In addition, the number of licenses shall be subject to and limited to the license volumes set forth in Exhibit A. The selection and/or modification of Authorized Users, and the implementation and maintenance of security relating to access to the EMR System at Practice shall be the sole responsibility of Practice.

2.3 Services. Provider shall provide those services set forth in Exhibit A. The EMR System and the services described in Exhibit A, as well as any other mutually agreed upon services shall be collectively referred to as the “Solutions,” which shall be set forth on Exhibit A. Provider will provide reasonable support and help desk services as set forth in Exhibit A.

2.4 Changes to EMR System. Provider may, from time to time, change the components and functionality of the EMR System, and Provider shall notify Practice in a reasonable time in advance of such changes if they will materially impact Practice’s use of the EMR System.

3. Practice Obligations.

3.1 Third-party Systems. Practice acknowledges and agrees that the hardware, software, applications, network access and other components specified in Tables B-1, B-2 and B-3 under the heading Third-party Systems on Exhibit A (the “Necessary Third-party Systems”) are necessary in order for Practice to access and use the EMR System. To the extent set forth on the applicable exhibit, Provider has already obtained many of the Necessary Third-party Systems on behalf of Practice, and Practice shall reimburse Provider for all of such already purchased or contracted Necessary Third-party Systems in the amounts set forth on such Exhibit, if any. Additionally, Practice acknowledges and agrees that other Necessary Third-party Systems may be obtained by Provider on behalf of the Practice from time to time in consultation with the Practice upon advance notice, and if approved by Practice, Provider shall reimburse Practice for all such necessary Third-party Systems obtained by the Provider on behalf of the Practice. Practice agrees that any Necessary Third-party Systems that are not obtained by Provider hereunder are not the subject of this Agreement, and Provider shall not be responsible for the procurement, installation or maintenance of the Necessary Third-party Systems. With respect to all Necessary Third-party Systems, whether obtained by Provider on behalf of Practice, or obtained by Practice directly, Practice acknowledges and agrees that Provider makes no representations or warranties regarding the Necessary Third-party Systems whatsoever. For any Necessary Third-party Systems that are identified on the applicable Exhibit as not provided by Provider, the fees and expenses for such components shall be borne by Practice and paid directly to the vendors of the Necessary Third-party Systems. Without limiting the foregoing, the parties agrees that Practice shall be responsible for acquiring and maintaining all Necessary Third-party Systems, including all hardware used in connection with the Solutions. To the extent that third-party products are included in the EMR System, Provider shall provide those third-party products at Practice’s expense as set forth in Exhibit A.

3.2 Staffing Resources. Practice is responsible for identifying an Implementation Lead along with a Practice implementation team that will work in conjunction with the Provider implementation team as outlined in Exhibit G. Practice agrees to identify and maintain an adequate number of employees as specified by Provider as their “Super User” who can assist with day-to-day questions and issues, as more fully set forth in Exhibit G.

3.3 Use of the Solutions. Practice is responsible for all use of the Solutions by Authorized Users, including all use of user IDs and passwords assigned to or chosen by Practice. Practice shall use the Solutions in accordance with any IT use or access policies and any network security policies issued by Provider from time to time. This compliance by Practice shall include without limitation, promptly notifying Provider, no later than seventy-two (72) hours following the departure of any employee that leaves Practice’s employ. Practice shall promptly notify Provider in advance of any known scheduled separation of any employee or other Practice staff member. Initially any such notifications under this Section 3.3 including staff separation shall be to Provider’s 24/7 help desk, unless another Provider operational notification process is identified to Practice by Provider.

3.4 Compliance with Laws. Practice shall not use or permit the EMR System to be used (i) in violation of any applicable export laws and regulations (including without limitation any U.S. export laws and regulations); (ii) in violation of any applicable federal, state or local laws or regulations, including without limitation any laws governing access to the EMR System or governing Practice’s use of patient medical records and other information and materials uploaded to the EMR System by Authorized Users; or (iii) in ways that infringe the rights of others, or interfere with other users of the EMR System or other networks.

3.5 Restrictions. Practice shall not, nor shall it permit Authorized Users to, disassemble, decompile, reverse engineer, copy, modify, create or add interfaces to, transcribe, store, translate, sell, lease, authorize third parties to access, or otherwise transfer or distribute any of the Solutions, the user documentation provided with the Solutions (the “Documentation”) or any of the software applications used to provide the Solutions, in whole or in part, except as expressly permitted under this Agreement. Practice shall not use the Solutions for the benefit of third parties or in a “service bureau” capacity. Practice shall not attempt to interface the Provider EMR system with any non-Provider third-party system without the express written consent of Provider in its discretion. Practice and Provider shall perform consistent with the Business Associate Agreement and not cause a security breach in Provider’s information technology systems or the Solutions.

3.6 Compliance with Third Party Terms. To the extent that IT Systems are owned by any third-party vendors and are licensed or otherwise provided to Provider subject to any terms or conditions, the Practice on behalf of the Practice Personnel agrees to comply with all such third party terms and conditions consistent with Provider Policies. The parties acknowledge that as of execution of this Agreement, Provider has furnished copies of RWJBH IT Security policies to Practice.

3.7 Cooperation with Provider to Administer IT Systems. The Practice agrees to cooperate with Provider in a timely manner to provide all information reasonably requested by Provider to implement, administer, and maintain the IT Systems.

3.8 Compliance with Provider Policies. Practice will comply with all of Provider's applicable policies, procedures, and IT security protocols when accessing, operating, or otherwise utilizing the EMR System.

4. Ownership.

4.1 EMR System. Except for the express rights granted to Practice under this Agreement, all right, title and interest to the Solutions, the Solutions, the Documentation and any other information, software or materials provided to Practice by Provider under this Agreement, including all intellectual property rights therein, shall at all times remain solely with Provider and/or its licensors and vendors, which own or have right to the Solutions' intellectual property. Practice shall reproduce all copyright and trademark notices appearing on all copies of the Documentation. Practice is only being granted a license to use the specified Solutions, nothing contained herein shall transfer any ownership interest in the Solutions to the Practice.

4.2 Practice Data. Practice shall own all of its data. Practice shall have the right to export its data to 3rd party applications for business purposes to the extent that Provider is able to export its own data (e.g., in compliance with RWJBH IT Security policies, and in compliance with role-based access, which could mean that certain staff cannot export, and there are limits on where the data can be exported). Practice hereby grants Provider a fully paid up, royalty free, perpetual, irrevocable license to use its data to the extent permitted by law and applicable policy(s).

4.3 Third-Party Software. If Provider licenses any third-party software on Practice's behalf, Practice shall execute any required third-party license agreements prior to delivery or installation of the third-party software and Practice shall be permitted reasonable time to review the terms and conditions including but not limited to applicable costs. If Provider installs third-party software at Practice's request and acceptance of license terms is affected electronically, Practice authorizes Provider to accept the third-party license terms on Practice's behalf. Applicable third-party software shall be identified in Exhibit A.

5. Payments.

5.1 Fees. Practice shall pay to Provider the fees and expenses set forth in Exhibit A. Neither the fees charged to Practice under this agreement nor Practice's eligibility to enter into this Agreement were determined in a manner that takes into account the volume or value of referrals or other business generated between the parties. Except as otherwise set forth in Exhibit A, all invoices shall be due within forty-five days of receipt by Practice.

5.2 Late Payments. All payments not made within forty-five (45) days after they become due shall be subject to late charges of the lesser of (i) one percent (1%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In addition to any other remedies that may be available, Provider may suspend access to the Solutions in the event that payment remains outstanding for more than fifteen (15) business days after written notification to the Practice.

5.3 Currency. All amounts under this Agreement are in United States dollars.

6. Term and Termination.

6.1 Term and Renewal. This Agreement shall be effective as of the Effective Date and shall continue, unless earlier terminated as provided herein, for the Initial Service Period set forth in Exhibit A. After the expiration of the Initial Service Period as set forth in Exhibit A, this Agreement shall automatically renew for additional terms of three (3) years each (each a “Renewal Service Period”), unless either party, by notice in writing given at least 180 days prior to the expiration of the Initial Service Period or any Renewal Service Period, advises the other party of its desire to terminate.

6.2 Termination for Cause. Either party may terminate this Agreement (i) in the event the other party commits a material breach of this Agreement and such breach continues for a period of thirty (30) days following written notice of such breach; or (ii) immediately if the other party makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy. If Practice should terminate this Agreement without cause then Practice shall have the obligation to reimburse Provider for any out-of-pocket advances or costs advanced by Provider on Practice’s behalf and which Practice has not repaid, subject, however, to Provider’s obligation to mitigate its loss through alternate uses of the services for which such advances were made or costs incurred.

6.3 Termination by Provider. Provider may terminate the access granted to any component of the EMR System in the event that any license or other agreement under which Provider acquires rights to such component expires or terminates, in which event Provider shall refund to Practice any prepaid fees attributable to such component for the terminated portion of the Service Period in which such termination occurs.

6.4 Termination without Cause. At any time after the end of the Initial Service Period (i.e., the initial 3 years after the Effective Date), either Party may terminate this Agreement without cause or penalty upon six (6) months’ (or 180 days) prior written notice to the other Party.

6.5 Data transition upon termination. Upon termination of this Agreement and upon receiving written notice from Practice of the effective termination date, Provider will cooperate with Practice and its new EMR vendor, and make reasonable efforts, at a reasonable price payable by Practice, to offer and provide data migration services to Practice to assist with Practice’s transition to another system (the “Conversion Costs”). If technologically possible, Practice may choose to work with someone other than Provider (e.g., the new EMR provider) on the conversion process. All costs of the new EMR provider relating to conversion shall solely be the responsibility of the Practice.

6.6 Effect of Termination. Upon expiration or termination of this Agreement (i) all rights granted under this Agreement shall terminate, (ii) each party shall return use reasonable efforts to return copies of the other party’s Confidential Information, and (iii) Practice shall promptly return all hardware not purchased by Practice, all software and other materials not purchased by Practice that were provided by Provider under this Agreement. Termination shall not affect obligations that accrued prior to the effective date of termination. The obligations of the

parties under Sections 4, 6.5, 8, 9, 10, 11 and 13 shall survive any expiration or termination of this Agreement.

6.7 Suspension. In the event that Practice causes a Breach (as defined in HIPAA and in the Business Associate Agreement (as such agreement is defined below)) in the Solutions or the Provider's information technology systems, Provider may immediately suspend access to the Solutions, in its reasonable direction upon consultation with Provider until such time that the cause of the Breach is resolved.

7. Warranties.

7.1 By Practice. Practice represents and warrants to Provider that: (i) Practice has the full right, power and authority to enter into this Agreement; (ii) the Practice Data will not infringe or violate the rights of any third-party including, but not limited to, intellectual property rights; will not be abusive; will not be defamatory or obscene; and will not violate any applicable law; (iii) doing business with Provider is not a condition for Practice receiving the EMR System offered by Provider (iv) the fees for the EMR System shall not vary based upon the volume or value of referrals or other business generated by or among the parties; and (v) the use of the EMR System shall not be based on the payor status of Practice's patients.

7.2 DISCLAIMER; PASS THROUGH WARRANTIES. THE PRACTICE RECOGNIZES THAT PROVIDER IS PROVIDING THE SOLUTIONS, BUT IS NOT THE DEVELOPER OR THE OWNER OF THE SOLUTIONS, AND PROVIDER CANNOT GUARANTEE THE PERFORMANCE OF THE SOLUTIONS OR THAT PROVIDER CAN REMEDY ANY ERRORS IN THE SOLUTIONS. PROVIDER REPRESENTS AND WARRANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO: (i) SELECT AND NEGOTIATE ARRANGEMENTS WITH EPIC SYSTEMS CORPORATION AND OTHER THIRD-PARTY VENDORS FOR THE PROVISION OF THE SOLUTIONS TO PRACTICE, AND (ii) MANAGE THE ARRANGEMENTS WITH EPIC SYSTEMS CORPORATION AND SUCH OTHER THIRD-PARTY VENDORS IN A MANNER THAT FACILITATES THE OPERATION OF UBHC AS A HIGH-POWERED BEHAVIORAL HEALTHCARE FACILITY WITH CLINICS AT VARIOUS LOCATIONS. NOTWITHSTANDING THE FOREGOING, THE PRACTICE RECOGNIZES THAT THE SOLUTIONS ARE PROVIDED UNDER THE TERMS OF PROVIDER'S ARRANGEMENTS WITH EPIC SYSTEMS CORPORATION AND OTHER THIRD PARTY VENDORS AND AGREES THAT PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES RELATED TO THE SOLUTIONS, WHETHER EXPRESS OR IMPLIED; PROVIDED THAT TO THE EXTENT THAT THERE ARE WARRANTIES FROM EPIC SYSTEMS CORPORATION OR OTHER THIRD PARTY VENDORS THAT PROVIDER IS PERMITTED TO PASS THROUGH THOSE WARRANTIES TO THE PRACTICE, PROVIDER WILL PASS THROUGH THOSE WARRANTIES TO THE PRACTICE. IF THERE ARE EPIC SYSTEMS CORPORATION OR OTHER THIRD PARTY VENDOR WARRANTIES THAT CANNOT BE PASSED THROUGH, PROVIDER WILL MAKE REASONABLE EFFORTS TO ENFORCE THOSE WARRANTIES ON THE PRACTICE'S BEHALF. WITH RESPECT TO SUPPORT SERVICES THAT ARE PROVIDED BY PROVIDER, PROVIDER REPRESENTS AND WARRANTS TO THE PRACTICE THAT PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO ADMINISTER AND MANAGE THE SOLUTIONS AND

DELIVER THE RELATED SUPPORT SERVICES IN A MANNER THAT SUPPORTS THE PRACTICE'S USE OF THE SOLUTIONS IN CONNECTION WITH ITS ROLE AS A HIGH-POWERED BEHAVIORAL HEALTHCARE CLINIC. THE WARRANTIES OF ANY KIND STATED IN THIS SECTION 7 ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON PROVIDER AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

8. Limitation of Liability. EXCEPT IN INSTANCES OF GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT ON THE PART OF PROVIDER OR PROVIDER EMPLOYEES, PROVIDER WILL NOT BE LIABLE TO THE CLIENT, THE CLIENT PERSONNEL OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE OR FAILURE OF THE EMR SYSTEMS (INCLUDING WITHOUT LIMITATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, DISRUPTION OF BUSINESS, LOSS OF PROFITS, UNAVAILABILITY OR THE CLIENT PERSONNEL'S USE OR INABILITY TO THE EMR SYSTEMS). TO THE EXTENT THE CLIENT OR ANY CLIENT PERSONNEL EXPERIENCES DIRECT DAMAGES ARISING OUT OF THE USE OR FAILURE OF THE EMR SYSTEMS, PROVIDERS AGGREGATE LIABILITY TO THE CLIENT AND SUCH CLIENT PERSONNEL FOR SUCH DIRECT DAMAGES SHALL BE LIMITED TO THAT AMOUNT THAT IS ACTUALLY RECOVERED BY PROVIDER UNDER THE EPIC SYSTEMS CORPORATION OR THIRD PARTY VENDOR'S ARRANGEMENT UNDER WHICH THE DAMAGES AROSE, BUT SOLELY TO THE EXTENT THAT PROVIDER'S RIGHT TO RECOVER SUCH DIRECT DAMAGES AGAINST EPIC SYSTEMS CORPORATION OR THIRD PARTY VENDOR IS NOT SUBJECT TO ANY LIMITATION OR CAPPED DAMAGES AMOUNT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE EXTENT THAT PROVIDER'S RIGHT TO RECOVER DIRECT DAMAGES AGAINST EPIC SYSTEMS CORPORATION OR THIRD PARTY VENDOR IS LIMITED OR CAPPED FOR THE TYPE OF DAMAGES OR CAUSES OR ACTION THAT LED TO CLIENT'S OR CLIENT PERSONNEL'S DAMAGES, THEN ANY AMOUNTS ACTUALLY RECOVERED BY PROVIDER FROM EPIC SYSTEMS CORPORATION OR THIRD PARTY VENDOR SHALL BE EQUITABLY ALLOCATED BETWEEN THE PARTIES BASED ON THE AMOUNT OF THE DAMAGES SUFFERED BY EACH PARTY. FOR CLARIFICATION PURPOSES ONLY, IF PROVIDER HAS THE RIGHT TO RECOVER DIRECT DAMAGES WITHOUT ANY LIMITATION OF LIABILITY FOR AN IP INFRINGEMENT CLAIM, OR OTHER TYPE OF CLAIM CAUSED BY EPIC SYSTEMS CORPORATION OR A THIRD PARTY VENDOR, THEN PROVIDER'S AGGREGATE LIABILITY TO THE CLIENT SHALL BE LIMITED TO THE AMOUNTS ACTUALLY RECOVERED BY PROVIDER FROM EPIC SYSTEMS CORPORATION OR THE THIRD PARTY VENDOR ON BEHALF OF THE CLIENT OR CLIENT PERSONNEL FOR SUCH DAMAGES.

8.1 NOTWITHSTANDING THE FOREGOING LIMITS OF LIABILITY IN SECTION 8 ABOVE, THE PARTIES ACKNOWLEDGE THAT NO LIMITS OF LIABILITY

APPLY TO EITHER PARTY'S GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT.

9. [Intentionally Omitted].

10. HIPAA Business Associate Agreement. The parties agree to be bound by the terms and conditions of the Mutual HIPAA Business Associate Agreement dated effective January 1, 2018 by and between RWJ Barnabas Health, Inc. and Rutgers, The State University of New Jersey (the "Business Associate Agreement").

11. Confidentiality. Except as otherwise provided in the Business Associate Agreement, or this Agreement, each party shall retain in confidence and shall not, without the prior written consent of the other party (the "Disclosing Party"), disclose in any manner or use, except in performance of its obligations or enjoyment of its rights under this Agreement, any information disclosed to a party (the "Receiving Party") by the Disclosing Party. "Confidential Information" means any technical or business information that is confidential to the Disclosing Party, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic or other form. Confidential Information includes, without limitation, all information; data; reports; plans; analyses; computations; statistics; compilations; interpretations; projections; forecasts; records; notes; memoranda; summaries (whether prepared by the Disclosing Party or the Receiving Party); trade secrets; know-how; inventions; compositions; compounds; formulas; technical specifications; testing methods; business or financial information; research and development activities; product and marketing plans; information about employees, contractors, patients, or clinical study subjects; financial data; strategic plans; and, patent applications, that contain or otherwise reflect information provided by or on behalf of the Disclosing Party. The EMR System and the Documentation shall be deemed Confidential Information of Provider, regardless of how marked or identified. This Section shall impose no obligation upon the Receiving Party with respect to any information that: (i) is publicly available at the time received by Receiving Party; (ii) becomes publicly available other than by breach of the Receiving Party's obligations hereunder; (iii) is known to the Receiving Party prior to receipt from the Disclosing Party; (iv) is received by Receiving Party from a third-party if such third-party has the right to make such disclosure; (v) is independently developed by the Receiving Party without use of Confidential Information; or (vi) is required to be disclosed by law.

12. Promotion. Practice agrees to act in the capacity of a reference to discuss the EMR System with potential Provider clients and business partners, provided that Practice is given advance written notice and the ability to accept or decline each reference invitation from Provider. Prior written approval by Rutgers University Communication and Marketing Department is required with regard to Rutgers University or Rutgers University Behavioral HealthCare names, logos, trademarks devices and other identifiers, and may be withheld for any reason. Upon Practice's written approval Provider may use Practice's name, trademarks, and a description of Practice's use of the Solutions to be used in Provider's press releases, website or marketing materials.

13. Uptime. Provider agrees to devote commercially reasonable efforts so that the Practice has access to the EMR System with an Uptime percentage that is comparable to the Uptime percentage consistently demonstrated by the Provider for its own access to the EMR System. In other words, Provider shall devote reasonable efforts so that Practice's Uptime shall be equal to or greater than

the Provider's Uptime. "Uptime" shall be defined as all measurements and restrictions associated with the definition of "Hosting Services Availability" as set forth in the then-current Hosting Services Agreement entered into between Provider and Epic Hosting, LLC. For clarification purposes only, Uptime shall, without limitation, be subject to exclusions for scheduled maintenance, scheduled outages and downtime due to circumstances beyond the Provider's reasonable control.

14. General.

14.1 Independent Contractors. The relationship between the parties shall be that of independent contractors. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture or other relationship. Neither party shall have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of the other party.

14.2 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including any exhibits or appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. This agreement covers all of the electronic health records items and services to be furnished by Provider to Practice. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit or appendices hereto, the terms contained in the body of this Agreement shall control, except that with respect to any conflict between the terms of this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall control. This Agreement may be modified only by a written agreement dated subsequent to the Effective Date and signed on behalf of the parties by their respective duly authorized representatives.

14.3 Compliance with Law/Severability. In the event that a party becomes aware in the future that this arrangement does not comport with the requirements of the federal Stark II law or the federal anti-kickback laws or other applicable law, that party shall promptly inform the other party of this occurrence and both parties shall meet promptly and endeavor in good faith to take such action as is legally warranted to restore this Agreement to compliance with the law. If the parties are unable to agree within fifteen (15) days (or such lesser time if required by law) to such amendment(s) to this Agreement as will render the offending provision(s) of this Agreement compliant with law, or if a court of competent jurisdiction or other appropriate legal agency or authority determines that any provision of this Agreement is invalid, illegal or unenforceable, that provision(s) of the Agreement shall be deemed stricken from the Agreement and the remainder of the Agreement shall remain in full force and effect.

14.4 Limitation on Actions. Notwithstanding anything to the contrary herein, any cause of action by Practice against Provider with respect to this Agreement must be commenced within three (3) years after the accrual thereof or it shall be barred.

14.5 Data Sharing. The Parties agree that RWJBH may access and use the data from the EMR System ("Data") as set forth in the Data Transfer to CRDW Agreement, effective August 1, 2021 as may be amended from time to time whereby RWJBH may provide the Data to Rutgers as part of a clinical research data warehouse ("CRDW") for the purposes set forth in the

Administration of Research Data Use Agreement, effective August 1, 2021 and Data License Agreement between the parties, effective August 1, 2021. The data warehouse and data sharing description is attached herewith as Exhibit C.

14.6 No Waiver. No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof or thereof, and no waiver shall be effective unless made in writing and signed by the duly authorized representative of the party to be charged.

14.7 Notices. All notices that Provider or Practice may give to the other pursuant to this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, (i) if to Practice, to the Practice Contact set forth in Exhibit A, (ii) if to Provider, to the attention of David Mebane, EVP/General Counsel, 95 Old Short Hills Road, West Orange, NJ 07052.

14.8 Assignment; Subcontractors. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided, however, that either party shall have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale or transfer of substantially all of its assets. Any assignment which is not in accordance with this Section will be void. Notwithstanding anything herein to the contrary, Provider may subcontract with other parties for the provision of the Solutions.

14.9 Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.

14.10 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, or any other cause (whether or not similar to any of the foregoing) beyond the reasonable control of such party (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure event for so long as the Force Majeure event continues and such party continues to sue commercially reasonable efforts to recommence performance.

14.11 Governing Law and Forum. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of New Jersey, without regard to the conflict of law provisions thereof. Any dispute arising hereunder which cannot be informally resolved shall be brought solely and exclusively in the federal or state courts sitting in Essex County, New Jersey, and each party hereby consents to the sole and exclusive jurisdiction and venue of such courts with regard to such actions.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement as of the Effective Date.

PROVIDER:
RWJBH Corporate Services, Inc.

PRACTICE:
**Rutgers, The State University of New
Jersey
University Behavioral HealthCare**

By: _____
Name:

By: _____
Name:

Print or Type

Print or Type

Title:

Title:

Date:

Date:

EXHIBIT A

SOFTWARE AND SERVICE DESCRIPTION AND FEES

I. PRACTICE CONTACT INFORMATION

Practice:

Practice Contact:

Company Name: _____

Name: _____

Billing Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Billing Contact: *(if different from Practice Contact)*

Technical Contact:

Name: _____

Name: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-Mail: _____

E-Mail: _____

II. INITIAL SERVICE PERIOD

36 months

III. RENEWAL SERVICE PERIOD

x 36 months

IV. EMR SYSTEM

A. EMR System Components:

Practice acknowledges that the Epic application modules noted in Table A-1 constitute the scope of Epic EMR modules that were used to determine the labor component to implement, maintain, and support EMR software for use by the Practice. Should Practice require additional Epic modules, the scope of such services and pricing for such additional modules and services will be discussed and must be mutually agreed upon in writing in advance of the provision of any such services.

Table A-1.

Application	
Clinical Documentation	
	ClinDoc (Clinical Documentation)
	Orders
	ASAP (Emergency Department Information System)
	Case Management
	Willow Inpatient
	Epic Care Ambulatory (build covered by Behavioral Health)
	Looking Glass (Telehealth)
Specialty Clinical Documentation	
	Behavioral Health
	Healthy Planet (Population Health)
	Compass Rose
Patient Access	
	Identity Enterprise Master Person Index (EMPI)
	Hello World (Appointment reminders & SMS Patient Texting)
	Epic Cadence Enterprise Scheduling
	Epic Prelude Registration
	Epic Health Information Management - Full HIM)
	Epic Grand Central ADT
	Epic Care Everywhere

Revenue Cycle - Billing	
	Resolute Hospital Billing
	HB Claims
Patient Engagement	
	My Chart Shared Patient Record (<i>single Instance/multiple URLs</i>). Includes Care Companion and <u>ScanSlate</u>
Data Analytics & Reporting	
	Epic Application Reports
	Epic Reporting Workbench Reports
	Slicer/Dicer
	Additional Custom Reports (<i>20 hrs/month provided, <u>add'l extra</u></i>)
Mobile Applications	
	Canto (Tablet)
	Haiku (Smart Phones)
	Rover (Nursing, Lab, EVS, Transport)

B. Third Party Systems:

Practice acknowledges that certain third party systems are required for the EMR workflows to function as designed, all of which are set forth in Tables B-1, B-2 and B-3 below (“Necessary Third-party Systems”). For the subset of Necessary Third-party Systems set forth in Tables B-1 and B-2 below, Practice expressly grants the right to the Provider to implement these software, services and licenses on behalf of Practice.

B-1. Necessary Third-party Systems -Third Party Applications – Pass-Through with Charges

Provider will work with the third party vendors indicated in Table B-1 below to extend Provider’s licenses and software to the Practice. Practice agrees to pay to Provider the incremental expense of third party licenses and implementation of such software and systems for Practice. The incremental expenses that Practice is responsible for are set forth below, and will be included in the invoices from Provider to Practice hereunder.

Table B-1

Third Party Software Purpose	Vendor	Based On (per provider, visit, etc.)	Multiplier	One-Time Cost	Annual Recurring Cost
CPT Code Set	AMA; ASA	Per User	966		\$ 16,442

Prescription Drug Monitoring Program (PDMP)	Appriss	Per provider	68		\$ 8,500
Patient Education/Instructions, Clinical content (Care Plans, Patient Education, Flowsheets)	Elsevier	Per AVS	150,000		\$ 2,400
Discharge/Check-out Materials	Elsevier - Patient Pass	Per visit (admissions + ED visits + ambulatory visits)	151,400		\$ 1,363
Claims Clearinghouse	Experian – Claims Source	Flat Fee	1	1,560	\$ 1,200
Paper Claims – Explanation of Benefits/Attachments	Experian	Per transaction		-	.05 per transaction
Claims Print Fulfillment	Experian	Per transaction		-	.47 per transaction
Eligibility Verification	Experian – EDI	Flat fee		1,560	\$ 3,120
Notice of Admission (NOA)	Experian	Flat fee		5,745.60	\$ 16,758
Identity Verification	Experian	Flat fee (includes 2000 transactions per month)		-	\$4,440 flat fee Plus \$0.195 per transaction in excess of 2,000 transactions per month
Drug Database/Medication Data Load Vendor	FDB	Per Bed	79		\$ 6,042

Medical Terminology Vendor	IMO	Per visit (admissions + ED visits + ambulatory visits)	151,400		\$ 3,634
Patient Medication Instructions	Meducation		-	-	-
Pharmacy Dispensing Cabinet	Pyxis			\$ 30,600	\$ 340
E-Prescribing - Record Locator and Med Rec	Surescripts	Per bed	79		\$ 11,455
E-Prescribing - Pharmacy routing, med rec and faxing	Surescripts	Per visit (admissions + ED visits + ambulatory visits)	151,400		\$ 44,663
E-prescribing (Electronic prior authorization [EPA])	Surescripts	-	tbd		
Document Management System (DMS)/Scanning (including EOB scanning)	Hyland OnBase	Per Bed	79	\$ 67,404	\$ 13,483
Learning Management System	NetLearning Symplr	Per user	966	\$ 15,456	\$ 5,796
Interface Engine/File Transfers	Rhapsody	Entity	1	-	\$ 12,500
Health Information Service Provider (HISP)	Surescripts	Per bed	79		\$ 18,960
TeleHealth Video Visits	Epic	Per visit (Ambulatory visits)	150,000		\$ 3,192
			Subtotal	\$122,326	\$174,267.*

**The total does not include per transaction costs. Practice is also responsible for paying all per transaction fee costs*

B.2. Necessary Third-party Systems – Pass Through - No Charge

Provider will work with the third-party vendors indicated in Table B-2 below to extend Provider's licenses and software to the Practice for these vendors' Third Party Systems at no extra cost to the Practice.

Table B-2

Third Party Software Purpose	Vendor
NUBC Codes	Optum
Coding cross reference table	Optum
Dietetics terminology content (formerly the ADA)	ADA
Medical Nomenclature	National Library of Medicine (NLM)
Point of Care Testing (specifically for Glucometers for UBHC)	Telcor
EKG Recording & Documentation	Muse
GeoData & GeoMapping for Provider Finder, SlicerDicer and Other modules using GeoData	Bing
Data Visualization	Tableau View, Qlik
eFaxing	RightFax (NEC)
State HIE	NJHIN

B.3. Third Party Systems – Practice Direct Contract with Vendor Required

Practice is required to contract directly with the third-party vendors in Table B-3 below and is responsible for the payment of fees and services directly to the third party vendor. Practice acknowledges that these agreements with these vendors must be finalized in a timely manner prior to or as applicable, promptly following, the Go Live date to ensure adequate preparation, configuration, and testing by multiple parties to ensure a smooth and successful Go Live.

Table B-3.

Category/Purpose	Vendor
Credit Card Processing Gateway	Bank - TBD
Patient Statements and Correspondence Printing/Mailing (Print/Stuff/Mail)	PFS Group
Various Bad Debt Agencies	Will switch to RWJBH vendors
Lockbox Integration	TBD Bank
Legacy System Archive	Galen

B4. Third Party Systems – Optional

Practice may elect, at its own expense, to contract with the third party vendors noted in Table B-4 to augment workflows.

Table B-4

Category/Purpose	Vendor	One-Time Cost	Annual Recurring Cost
<u>Clinical Content & Decision Support</u>			
<ul style="list-style-type: none">Computer-assisted physician documentation (CAPD) natural language processing integration, speech recognition	Nuance Dragon	-	\$ 68,000
<ul style="list-style-type: none">			
<u>Patient Engagement</u>			
<ul style="list-style-type: none">Language Line - Video	Martti	tbd	tbd
<ul style="list-style-type: none">Patient Satisfaction	Press Ganey	tbd	tbd
<u>Billing/Claims/Coding Solutions</u>			
<ul style="list-style-type: none">"EOB" sent to the lockbox turned it into a readable, importable 835 file for payment posting	Navigant	tbd	tbd

C. Interfaces/Integration

Provider will implement, maintain and support the named interfaces in Table C-1 below. Should Practice require additional interfaces, the scope of such services and pricing for such services to be paid by Provider to Practice will be discussed and mutually agreed upon in writing in advance of the provision of any such services.

Table C1: Interfaces in scope

Interface Name	Type of Interface (e.g. ADT, Results)
1. Automatic Dispense System (Pyxis)	ADT; Bidirectional Orders
2. EKG Integration	ADT; 1 way orders; Results back to Epic
3. Patient Education/Entertainment (Elsevier Patient Pass. Meducation)	ADT; Patient Ed Orders; Video notification back to Epic (result)
4. Transcription/Dictation System (Nuance)	ADT; 1 way results
5. Misc. Generic ADT Interfaces for Other Systems	ADT
6. E-Prescribing	Orders
7. Health Information Exchange	ADT; CCDs
8. Reference Labs	Orders; Results
9. Document Management	ADT;orders;Results
10. RX Savings	Orders;Results
11. Prescription Drug Monitoring Program PDMP	ADT
12. Voice/Speech Recognition Software, NL processing	ADT
13. 3M 360 Encompass	ADT;orders;Results
14. Address verification, Admission, RTE, Referral Authorization	ADT
15. Point of Care Testing (ex. Telcor)	ADT; Results to DI
16. Biometric Patient Identification (ex.	ADT

Imprivata)	
------------	--

D. Electronic Data Conversions

Practice and Provider acknowledge that the scope of electronic data conversion services is specified in Table D-1.

Table D-1.

Data Type
<ul style="list-style-type: none"> • Patient Demographics
<ul style="list-style-type: none"> • Encounters (<i>only one shell encounter with basic data such as admit date, discharge data, provider, reason for visit diagnosis codes if exist in ICD-9/10 format</i>)
<ul style="list-style-type: none"> • Clinical Textual Notes – (<i>text only, no images</i>)
<ul style="list-style-type: none"> • CCDA (<i>Problem, Allergy, Medication, Immunization</i>) <p>Note: Practice is responsible for the third party cost from Syncplex</p>
<ul style="list-style-type: none"> • Scanned Records (<i>Image format of PDF, JPEG, TIFF</i>)
<ul style="list-style-type: none"> • Laboratory Results (<i>from January 1, 2016 to day of Go Live</i>). <p>Note: Other Results (<i>i.e. radiology results, cardiology results, et al</i>) are NOT included in scope.</p>

Electronic conversion of vitals is out of scope.

In addition to electronic data conversion, it is recommended that Practice contract with a third party vendor, Intellis, for purposes of manual Chart Abstraction to ensure clinical readiness for a successful Go Live.

Practice also acknowledges that MRN conversions for downstream Practice heritage 3rd Party Systems is separate and may be necessary if Practice connects an existing 3rd party system to Epic. Costs and details for such conversions are not within the scope of this Agreement.

E. Technical Equipment, Software, Data Center, Network Connectivity

Practice acknowledges that Provider acquired the necessary technical equipment, software licenses, network equipment and data circuits on behalf of Practice, to support the scope of services identified herein including in Section G below, License Volumes. Practice agrees to

pay Provider for the costs outlined in this Agreement consistent with the provisions set forth herein.

Table E-1. Technical Equipment – One Time

	Qty	Unit Cost	Total One Time Cost
Monitors	718	178	127,804
Document Scanners	20	795	15,900
Imprivata Palm Vein Scanners	18	720	12,960
Credit Card Readers	18	354	6,372
Topaz Sig Pads	22	325	7,150
New PCs	41	795	32,595
New Thin Clients	14	501	7,014
BCA UPS	20	640	12,800
ADT Label Printer	18	490	8,820
WOW	14	5,471	76,594
Document Printer	20	500	10,000
Pharmacy Printer	2	1,533	3,066
Specimen (Wired) Label Printer	10	490	4,900
Specimen (Wireless) Label Printer	14	900	12,600
Wristband Printer	10	480	4,800
Rover	25	1,000	25,000
Rover Power charging hub	4	1,365	1,365
Status Board	4	2,500	10,000
Network Cables	110	10	1,100
Network Switches/Wireless /Firewalls		440,949	440,949
Data Cabling	110	560	61,600
Total			883,389

Table E-2 – Technical Software, Data Center Fees & Maintenance – Annual Recurring

	Based on	Qty	Unit Cost	Annual Recurring Cost
Broadband	Months	12	2,250.00	27,000.00
Microsoft Service Provider License Agreement (SPLA)				n/c
Igel	Per device	14	90.00	1,260.00
+Imprivata One Sign SSO	Per named user	966	20.59	

				19,889.94
Imprivata Confirm (EPCS)	Per named provider (prescriber)	68	192.75	13,107.00
Imprivata Patient Secure (Palm Vein)	Per device	18	65.24	1,174.32
Horizon VDI	Per device	650	90.00	58,500.00
MultiFactor License	Per named user	966	20.00	19,320.00
Anti-Virus (End Point)	Per device	650	30.00	19,500.00
Epic Hosting Licenses	Per concurrent user	400	66.30	26,520.000
Total				186,271.26

F. Training Support Services, Go Live Support, and Post-Live Support

Provider agrees to provide the support services to Practice as specified in Tables F.1, F.2, and F.3. Costs for services provided are included in the annual maintenance fee unless otherwise stated. Annually, the Parties will review then current usage and volumes and will update any variable fees and expenses accordingly, on a prospective basis.

Table F1 – Training Support Services

Item	Description
Appointment Conversion Training	Appointment conversion training will be provided by RWJBH Team. Practice will send its staff to attend the training and have its staff complete appointment conversion with Practice paying any compensation due to staff for attending such training and time spent on conversion.
Chart Abstraction Training	Chart abstraction training will be provided for clinical staff to begin manually abstracting charts to the new system prior to go-live. Practice will send its staff to attend the training and have its staff complete chart abstraction with Practice paying any compensation due to staff for attending such training and time spent on abstraction.
E-learning Training	E-learning lessons are provided by RWJBH for all clinical end-users prior to classroom training. Completion of e-learning lessons is recommended prior to classroom training.
End-User Classroom	Classroom training will be provided for all end-users and must be completed successfully prior to go-live to obtain a username

Training	and password to the system. Training will be provided by RWJBH team.
Ongoing New Employee Training	Classroom training of the Epic solution for new employees who will be end users and start after the Epic solution is live will be provided by the RWJBH Team and may be combined with RWJBH new hire staff classes or scheduled separately.
Regulatory Program Training	The RWJBH team will provide training on how to use Epic to discretely capture data used for regulatory programs. It is the Practice's responsibility to understand Practice's regulatory programs, the details of reporting and submission requirements, and own outcomes for their organization
Upgrade & Optimization Training	Upgrade & Optimization training will be provided by RWJBH Team. Practice will send its staff to attend the training and have its staff complete relevant readiness activity, with Practice paying any compensation due to staff for attending such training and time spent on readiness activity.
Refresher Training	Refresher training will be provided by RWJBH Team.

Table F.2 - Go Live Services Support

Item	Details
Chart Abstraction Resources	Practice, at its expense, is responsible for the completion of chart abstraction. No resources will be provided from Provider to abstract Practice patient charts. Intellis/e4 is the recommended partner for UBHC to directly contract with.
Appointment Conversion Resources	Provider will provide resources to guide the process but will not convert the appointments for the affiliate site. Practice, at its expense, is responsible for the completion of appointment conversion and/or surgical case scheduling.
Clinical Cutover Resources	Provider will provide the project management. Practice, at its expense, is responsible for manually documenting clinical data in Epic for patients who are admitted at the time of go-live
Super Users	RWJBH will provide training to designated Practice Super Users. Practice, at its expense, will designate team members to function in role of super users to provide a layer of support during initial Go Live and during upgrades and system updates.
Go-Live Support “At the Elbow” Support	RWJBH partners with CSI to provide At the Elbow support. CSI typically begins support in a float model during the two (2) weeks of Soft Go Live for scheduling roles. All roles will receive three (3) weeks of support starting on the day of Go Live, but each week there is a targeted 25% reduction in support. Practice, at its expense, is responsible for directly contracting with CSI for Go Live At the Elbow Support Services.

Table F.3 Post Live Support Services

Item	Details
Tier I Support (Help Desk)	<p>Practice will call the RWJBH Enterprise Service Desk for Tier 1 EHR issues. Tier I support team will help to resolve issues, where possible, and triage issues to be passed along to the Tier II support team, as appropriate.</p> <p>Practice acknowledges that there is a \$14/call charge for calls to RWJBH Enterprise Service Desk. For non-urgent issues, Practice may use the on-line My Service Portal and/or online Get Help integration built into Epic for no charge.</p>

	Practice will continue to call Rutgers' (or as applicable, UBHC) Service Desk for non-EHR issues (e.g. hardware devices, email issues, etc.)
Tier II Support (Application Analysts)	Second tier support for Epic-related issues will be available following first-tier triage by the RWJBH Enterprise Service Desk verifying issues are, in fact, Epic related. Tier II support will be provided by certified Epic analysts on the RWJBH application team.
Technical Resources	RWJBH technical assistance will be provided for Epic and associated third party systems issues only (e.g. Citrix servers and connections, OnBase, RTE, etc.). Practice technical resources are responsible for connectivity, infrastructure, hardware, software, or other related issues at the Practice site(s).
Upgrades and System Updates	Upgrades and system updates are included with RWJBH's Connect offering. Any changes to features and functionality with upgrades will be shared across all RWJBH Practice site(s).
Affiliate-owned 3rd Party interfaced vendors	Practice is responsible for notifying the vendor and arranging resources on the vendor or affiliate side for any build/configuration changes and testing related to the interfaces with Epic.
Customer Success Management	Provider participates in regular meetings, initially weekly during initial weeks following Go Live, then monthly, then quarterly or upon other reasonable request, with Practice regarding scoping, ongoing support, and other related matters.

G. LICENSE VOLUMES

Practice attests that the **Anticipated Annual Volumes** indicated in Table G-1 are accurate as of the Effective Date. Practice acknowledges that the Anticipated Annual Volumes have direct and indirect cost implications for licenses involving third party software, technical software, equipment, and services.

On a periodic basis, Provider reserves the right to audit stated Anticipated Annual Volumes to ensure compliance with license requirements; Practice agrees to participate in a cooperative and timely manner. Should Practice exceed anticipated Annual Volumes, Provider will obtain additional licenses and Practice agrees to pay to Provider the cost of obtaining these additional licenses in accordance with Provider's then-current pricing methodology.

Table G-1 – Anticipated Annual Volumes

	Anticipated Annual Volume
Licensed Bed Count	79
Staffed Bed Count	63
Provider (prescribers) Count	68
Total Authorized Users	966
Concurrent Users	400
# of clinics	28
# of physical locations	13
Admissions Per Year	1,400
Inpatient Day Equivalents <i>Inpatient Days + Same Day Stays + Long Term Acute Care Days + (Long Term Non-Acute Care Days / 4)</i>	15,750
Outpatient Visits <i>Ambulatory clinic visits, urgent care and HOD visits</i>	150,000
Number of Lab Instruments to Connect	0
# of Prescriptions	TBD

Table G-2 – Practice Locations

City	Address	Scope of Services
1. Newark	183 South Orange Avenue (B, C, D, E Floors)	Many (partial, OP)
2. Newark	44-60 Livingston Street	Group Home
3. Piscataway	671 Hoes Lane West Four floors (A, B, C, D Wing).	Inpatient (only site)

4. Piscataway	653 Hoes Lane West Piscataway	Child Transitional Residence, Group Home
5. Piscataway	667 Hoes Lane West Piscataway	EEIS, IOP, Transcranial Magnetic Stimulation TRS)
6. Piscataway	665 Hoes Lane West	Administration
7. Piscataway	151 Centennial	Admin (Finance, Quality, IT, Patient Financial Services)
8. Edison	100 Metroplex Drive, Suite 200	OP, IOP
9. New Brunswick	303 George Street, 2nd Floor	OP, IOP, Addiction
10. Monmouth Junction	4326 US-1	Partial, OP, IOP
11. Cherry Hill	57 Haddonfield Road, Suite 120	OP, Partial, Addiction OP & IOP
12. Collingswood	525 Newton Lake Dr. Apt 716	Group Home
13. Plainfield	1260 Randolph (three floors)	Addiction Tx, IP detox, IP Rehab, OP & IOP

Additional Locations- School Based Programs: Provider acknowledges that Practice provides patient care at a number school based programs. Practice staff will use virtual desktop technology (VDI) which is supported and supplied by the Provider with two-factor authentication to remotely access Provider EMR system software and third party systems. Practice is responsible to purchase, maintain, and support the workstations, printers, and peripherals, following the minimum standards specified by Provider. Practice is also responsible for network connectivity from the school based programs.

Locations Excluded:

At the request of Practice, the below locations were excluded from cost estimates concerning technical equipment, technical software, network, and data connectivity with the expectation that Authorized Users at such locations would remotely access the EMR system. Support services and licenses to remotely access the system will be included for these locations. Should Practice later determine that these locations are included in scope for technical equipment and software, network or data connectivity, then Provider will conduct an assessment and advise Practice of incremental cost to Practice of adding these locations.

Somerset	3322 Rt @22 West Branchburg	Early Intervention Support Services (EISS), Small OP Clinic
Hunterdon	8 Main Street Suites 7 &8 Flemington	EISS
North Brunswick (Not operational yet)	Brandt Center – New Construction (2 bldg. complex) 100 College Farm Road North Brunswick	Bldg 1 – Young Adult Treatment, IOP Bldg 2- Boarding Home, OP (will likely open after Epic Goes Live)

H. ADDITIONAL SERVICES

Practice has the option to purchase Additional Services from Provider. The scope of such services will be discussed and mutually agreed upon in writing in advance of the provision of any such services. Additional Service options include, but are, not limited to:

Additional Training

Ongoing Personal Training	Special requests for 1:1 training and direct hot lines/bridge lines
Thrive Training	Thrive training can be provided to interested providers who wish to improve their proficiency.

Additional Custom Reports – An allocation of two hundred forty hours per year (twenty hours/month) is included in the ongoing maintenance fee for the development of custom reports. For hours exceeding that allocation, additional hours may be purchased.

Additional Interfaces/Integration – Table C.1 specifies the scope of third party integration included in the implementation and annual support fees. If Practice wishes to further develop third party interfaces and/or add integration to new/additional third party systems, Practice must notify Provider in advance of any acquisition of such said third party/interface prior to acquisition from the third party. Practice acknowledges that Provider must fully assess the feasibility, conformance to standards, alignment with governance, and compliance with security compliance. Once Provider assessment is complete, both parties will work collaboratively to develop a Statement of Work (SOW) and reasonable timeline.

Epic Build/Enhancement - RWJBH Epic’s EMR system and its components are designed and configured to fully leverage Epic’s Foundation system to ensure consistent workflows across the enterprise and to receive the immediate benefit of Epic’s product development, without retrofitting Custom Build. Practice acknowledges that any proposed build requests must be reviewed, discussed, and agreed upon by the different established governance committees and workgroups affected by the proposed build.

Once Provider assessment is complete, both parties will work collaboratively to develop a Statement of Work (SOW) and reasonable timeline.

I. FEES

Practice shall pay Provider the one-time and estimated annual fees set forth below, and additional per transaction fees set forth above. The parties acknowledge that portions of the annual fees are based on volume and will vary prospectively based on Practice’s actual usage.

Summary of 1st Year Fees		
	<u>One Time Fees:</u>	<u>Annual Fees</u>
Epic License Fees & Maintenance	757,571	118,601
3 rd Party License Fees & Maintenance	122,326	174,267
Interface Licenses and Implementation	37,440	14,500
Hardware/Software/DataCenter Fees & Maintenance	883,389	186,271
Implementation & Post Live Resources	6,617,954	1,119,362
Custom Reports	-	1,800
One-time discount: Implementation & Post Live Resources¹	- 1,200,000	
Total	\$7,218,680	\$1,614,801

1 – The Parties agree that Provider shall provide a one-time \$1,200,000 discount that will be applied toward the professional services associated with the implementation

General Comments Regarding Fees:

1. Provider shall provide reasonable advance notice to Practice regarding any additional fees for services provided by RWJBH, to support Practice’s use of the EMR System and revenue cycle systems. Practice shall have the right to review any and all additional services and the fees for such services, before such services are provided and Practice shall have the right to accept or decline any or all of the additional services and related fees in writing to Provider. The additional fees of RWJBH, if approved by Practice, shall be at fair market value rates. When applicable, Practice shall be subject to additional fees for its portion of the third party fees, which shall be charged by RWJBH consistent with the rates charged to RWJBH by such third parties.
2. Per transaction fees shall be billed on a quarterly basis by Provider, or such less frequent periodic basis as the parties shall mutually agree from time to time, and payment by Practice to Provider of the invoiced amount of per transaction fees shall be due within 45 days of Practice’s receipt of the invoice.
3. The Annual Fees set forth above, shall be subject to annual fee increases which shall be at a rate no greater than three percent (3%) per annum except for pass-through expenses from third parties which shall be subject to the applicable rate of increase of such third parties.

4. The Parties agree that all One-Time Fees shall be paid by Practice in full upon obtaining approval of this Agreement and the included expenditures from the board of **Rutgers, The State University**; provided however, under no circumstances will Practice pay the One-Time Fees later than one year following the Effective Date. In the event the Board does not approve this Agreement and/or the One-Time Fees, Practice shall be permitted to promptly terminate this Agreement without penalty.

5. Annual fees will be invoiced on an annual basis. On an annual basis, the Parties shall meet to document prospectively any adjustments in the fees set forth above based on the then applicable metrics and Practice's usage. Notwithstanding anything herein to the contrary in this Agreement, to the extent there are material changes in the middle of a year from the volume of users, locations, and services contemplated hereunder, such as expansion of the number of users by more than 10% or additional locations that add more than 10% to the number of sites, and/or other mutually agreed upon changes in scope, Provider reserves the right to make adjustments to the fees hereunder in the middle of a year, to reflect actual changes in the scope hereunder prospectively for the remainder of such year, with fees due from Practice within 45 days of invoicing by Provider.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Exhibit under seal as of the Effective Date.

PROVIDER:

RWJBH Corporate Services, Inc.

By: _____

Name: _____

Print or Type

Title: _____

Date: _____

PRACTICE:

**Rutgers, The State University of New Jersey
University Behavioral Healthcare**

By: _____

Name: _____

Print or Type

Title: _____

Date: _____

EXHIBIT B

MUTUAL HIPAA BUSINESS ASSOCIATE AGREEMENT

Effective January 1, 2018

EXHIBIT C

DATA WAREHOUSE AND DATA SHARING DESCRIPTION

The CRDW will be used to store patient data transferred from the RWJBH medical records systems and is comprised of two primary functions, (1) a data warehouse cluster for storage and (2) high-performance computing resources for analysis. The heterogeneous components in the CRDW work together as a single secure instrument designed to facilitate a diverse set of research projects ranging from data collection, management, and analysis to more computationally intensive simulation, machine-learning, and big data analysis workflows in genomics, medical imaging, and natural language processing (NLP). Security and protection of and within the CRDW is an integral piece of its design and implementation and it satisfies the requirements needed for HIPAA compliance and required security audits, through monitoring and logging of user access, submitted jobs, data use, and a secure private network topology. In addition, the design has been configured to ensure compliance by requiring that all users access the environment through Citrix. Other security measures include data encryption, additional firewalls, and services to automate operating system installs and software patching (Ansible). An impartial honest broker will be available to researchers to mediate access to De-Identified data within the CRDW.

Rutgers will follow a stringent review process for vetting research projects involving human subjects data to provide the scope, bounds and limitations on access to requested data by specific individuals through the Institutional Review Board (IRB) process.

1. **The data warehouse cluster component** function of the CRDW, housed in the Administrative Services Building Data Center (ASB) in Piscataway, New Jersey, is the HIPAA compliant centrally supported data storage system and will be used to host and manage identifiable data from Data Provider. The data to be loaded into the CRDW will be transmitted via secure means (e.g., VPN tunnels, Secure FTP, etc.) from the source systems. The source systems may include but are not limited to: clinical data; genomics data sets; pathology records; claims and payment data sets. The RWJBH EPIC DATA (as shown in figure 1 below) will be maintained in Rutgers' secure database on servers utilizing the current Advanced Encryption Standard (AES 128), which meets the standards needed to comply with the Federal Information Process Standard (FIPS) 140-2 requirements mandated by most government grants. A secure Extract-Transform-Load (ETL) process for Rutgers to prepare RWJBH Epic Data and make it available for approved research projects.

Honest Brokers will be used to allow for the re-linking of the De-identified data should an approved study need that ability. Data access will be through a secure environment (Citrix), using two factor authentication and secure encrypted links, limiting access to data sets. Although the data security measures outlined above adhere to industry requirements to mitigate risk, in the unlikely event of a data breach, Data Recipient will activate existing privacy and data security response teams to address the situation, pursuant to Rutgers Incident Response Policy 70.1.3 and located at <https://go.rutgers.edu/levxfdsb>.

2. **The computing resources component of the CRDW** is designed for research projects that require computing and analytic resources for access to identified data during the analysis process. Housed in the Hill Data Center, Piscataway, New Jersey, the high-performance computing environment provides the medical research community access to a high-throughput

processing and analytics infrastructure (bare metal, virtualization, desktop clients, networking, and storage) designed specifically to work in tandem with the data warehouse cluster connected through a secure virtual private network, all within the CRDW. The security features of the informatics instrument include encryption of all data and virtual machines (VMs), network segmentation, management of client authentication, service discovery, distributed multi-tenant authorization, and multi-factor authentication. Secure multitenancy is achieved through isolation of virtual machines via virtual networks. Other security measures include standard Linux features such as firewalls, port filtering, encrypted logins, kernel/user space separation, user management, and monitoring of system log files. In addition to virtualization, the secure architecture includes Graphics Processing Units (GPUs) for machine learning capabilities. All software on the system will go through a full risk analysis before installation.

For De-Identified data, Rutgers has additional research computing and data resources, also located in Hill Center, as a shared community-owned resource available to any investigator or student with projects requiring high-end computing resources. It is distinguished by a set of uniform technical and policy elements that, while sufficiently flexible to support the degree of heterogeneity inherent in the Rutgers environment, affords a level of standardization that greatly simplifies management procedures, troubleshooting, and provides a more seamless user experience. The environment meets or exceeds National Institute for Health (NIH) requirements for protecting human genome data (database of Genotypes and Phenotypes - dbGaP) and is currently being used for analysis of human genomes, brain images, and other data sources requiring NIH compliance.

DEFINITION OF DATA ELEMENTS:

The Data period runs from Effective Date and will continue for the term of the Data Transfer Agreement for the data sent from Data Providers to be continually refreshed on a schedule agreed upon by the Data Provider and Data Recipient. The following types of data elements when stored in the EPIC Clarity relational database will be shared:

Approved Data Types: These are the data elements that Data Provider will identify in its EPIC record and consistent with the description of same in the EPIC Clarity relational database.

Access

- Schedule Management
- Appointments
- Referrals
- ADT Events
- MyChart
- Release of Information
- Deficiency tracking
- Coding
- Identity
- Scanning
- Kiosk Usage
- Registration
- Insurance Verification
- Bed Planning
- Environmental Services

Clinical

- Patient encounters
- Episodes
- Diagnosis / Chief complaint / Problem list
- Orders and results
- Medications
- Events
- Registries
- Alerts
- Flowsheets
- Research study records

Revenue Cycle

- Coverages
- RVU's

Data Dictionary

- User Profiles
- Procedures
- Payors/Plans
- Facility Structure
- DRG
- Visit Types
- Report Groupings
- System Audit Logs
- System Rules

(Collectively, the “Data”)

Exclusions:

Data excludes the following: restricted “sensitive” records such as psychotherapy notes, mental health and/or substance abuse records, HIV records, genomic data, and specific financial data (such as financial transactions, reimbursement, fee schedules, claims, patient accounts, account receivables, denials, work queues, and/or follow up).

Exhibit D

[Intentionally Omitted]

Exhibit E

[Intentionally Omitted]

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Exhibit F

Connect Practice (Rutgers) Responsibilities

Parties acknowledge and agree that some of these responsibilities were undertaken prior to execution of this Agreement.

Pre implementation Planning

- Promptly and accurately complete any Intake Assessment surveys
- Participate in scope and discovery meetings; include key clinical, financial, and technical stakeholders as necessary.
- Permit RWJBH to perform technical walkthroughs at each location as applicable to assess equipment and network.
- Provide accurate metrics as outlined on the Intake Assessment survey which includes, but limited to visit volumes, number of licensed providers, concurrent system users, inpatient days, beds, number of total staff requiring access to Epic.
- Provide an inventory of all existing IT systems both internal and external in order to define scope relevant to sunsetting legacy systems and/conversions, and/or interface/integration
- Disclose any projects and/or initiatives that are dependent upon this implementation and/or may compete with the time commitment required for implementation.

Implementation

- Contract directly with third parties as indicated in **Exhibit A**
- Order equipment as specified in **Exhibit A**
- Assign resources to the project team as noted in **Exhibit G**
- Ensure all staff register and attend required training. Uphold the policy that completion of training and passing test score is a requirement for all users before access is granted.
- Participate in workgroup meetings and provide timely decisions.
- Conduct Technical Dress Rehearsal (TDR) or other pre-go live processes working under the guidance of RWJBH technical staff.
- Engage staff and ensure participation in Dress Rehearsals
- Contract for outside services and/or assign resources to do appointment conversions.
- Contract for At-The-Elbow (ATE) resources to assist for 2 weeks following appointment conversion weekend and for 3 weeks following Go Live.
- As applicable, have third party vendors complete RWJBH security and FIT reviews
- Engage and hold accountable third-party vendors as required
- Fully engage and participate in key Go Live Readiness activities (Technical Dress Rehearsal (TDR), Workflow Dress Rehearsals, Shadow Charting, Appt Conversion Weekend, At-the-Elbow (ATE))

Post Implementation

- Assign resources to the project team as noted in **Exhibit G**
- Inform RWJBH on any security breaches. Fully participate in the discovery and remediation.
- Inform RWJBH of any terminations and/new hires.
- Participate in governance meetings as Physician Advisory Council (PAC) as well as relevant application workgroup meeting(s).
- Participate in Epic and Third-Party system upgrades by attending preparatory training, taking ownership of site level change management, and participating in relevant workgroups.
- Report all issues by either calling the RWJBH Service Desk at 855-453-1950 or by using the My Service Portal (add link) to ensure continuity of troubleshooting and to fully track issues. The use of emails to report issues is discouraged and is not a recommended process for reporting issues.
- Participate in periodic engagement and satisfaction surveys.
- If Rutgers seeks to have an electronic version of its Notice of Privacy Practices & General Consent to Treat (aka "admission/registration" forms), then work with RWJBH to update and implement those electronic forms post-go live
- Provide annual updates to volume metrics to ensure accurate prospective numbers of licenses and costs.

Exhibit G
Practice Resource Assignment Commitment

- **Executive sponsor**
 - It is expected that the CFO of UBHC will approve budgets, promote commitment, and ensure alignment and collaboration.
- **Implementation Lead**
 - At least one Implementation Lead is recommended with one backup.
 - The Implementation Lead(s) will be the main point of contact for the RWJBarnabas Health Community Connect program team. This individual is meant to be a true partner to the RWJBarnabas Health Community Connect program team and is dedicated to ensuring the success of the go-live, as well as being a positive project advocate for the practice when there are concerns.
 - This individual will be responsible for organizing meeting times for the RWJBarnabas Health Community Connect program team to visit UBHC sites for discovery and other in-person discussions needing to take place to ensure that the team has the information they need to build the system. The Implementation Lead will also be responsible for ensuring that the UBHC locations are aware of visits from the team, distributing information as needed throughout the practice, collecting information as needed and providing it to the RWJBarnabas Health Community Connect program team, ensuring the technical components of the implementation (such as networking, connectivity, and device installation) are complete, and reporting any concerns or issues to the RWJBarnabas Health Community Connect program team (including user adoption issues).
 - Participate, or designate others to participate in regular meetings, initially weekly during initial weeks following Go Live, then monthly, then quarterly or upon request, with RWJBH regarding scoping, ongoing support, and other related matters.
- **Physician Implementation Champion**
 - The Physician Champion will be involved in all RWJBarnabas Health Community Connect program meetings with the Implementation Lead and will be the main point of contact for the RWJBarnabas Health Community Connect program team regarding clinical workflow or documentation concerns. The Physician Champion should be as involved in the success of the go-live as the Implementation Lead and should also serve as a positive project advocate regarding the implementation and go-live.
 - .
- **Revenue Cycle Champion**
 - At least one Champion will need to be designated to represent Revenue Cycle. Additional Champions may need to be designated based on size and complexity of practice(s) going live.
 - The Champions will be involved in pertinent RWJBarnabas Health Community Connect program meetings with the Implementation Lead and will be the main

escalation point for the RWJBarnabas Health Community Connect program team regarding workflow, documentation or adoption concerns in their area.

- The Champions should be as involved in the success of the go-live as the Implementation Lead and should also serve as a positive project advocate regarding the implementation and go-live.
- **Operational Readiness/Change Management Leads**
 - At least two Operational Readiness/Change Management Leads will need to be designated to represent Clinical and Revenue Cycle. Additional Change Management Leads may need to be designated based on size and complexity of practice(s) going live.
 - The Operational Readiness/Change Management Leads will be involved in pertinent RWJBarnabas Health Community Connect program meetings with the Implementation Lead and will be the main escalation point for the RWJBarnabas Health Community Connect program team regarding workflow, documentation or adoption concerns in their area.
 - The Champions should be as involved in the success of the go-live as the Implementation Lead and should also serve as a positive project advocate regarding the implementation and go-live.
- **Security/Privacy Liaison**
 - The Security/Privacy Liaison should be an individual within the practice that can be notified in the event of a discovered breach that affects the practice's patients or will notify RWJBarnabas Health in the event that a breach occurs in their office.
 - This individual is responsible for ensuring the practice's compliance with all rules and regulations, including HIPAA.
 - *This is an ongoing role during implementation and post-live and is typically a time commitment of less than 1 hour per week.*
- **Super Users**
 - At minimum, each practice must designate one access (registration/scheduling), one billing, and two clinical (medical assistant/nursing documentation and physician documentation) Power Users.
 - These individuals will be responsible for serving as in-office support resources during and beyond go-live. Power Users are the first line of support for all users in a practice prior to calling the Help Desk or submitting a Help Desk ticket. Power Users should have a higher level of understanding of the system and may receive additional documentation or training to help them in their roles. Power Users must make it their priority to know all workflows in the system regarding their area of expertise and reach out to the RWJBarnabas Health Community Connect program team should they need additional information or training, or if they identify a user that is struggling in the practice.
 - *Super Users can estimate approximately 2 hours per week on an ongoing basis dedicated to this role, with time commitments higher during the initial training and go-live period.*
- **End Users**

- All employees of a practice going live with RWJBarnabas Health Community Connect program are considered End Users.
 - End Users are responsible for attending training, understanding system workflows, and completing their work in the system. They will also be responsible for any manual abstraction of old patient charts, appointment conversion, and working down accounts receivable in the previous billing system. End Users are also responsible for monitoring financial metrics and success and informing RWJBarnabas Health Community Connect program staff of issues or concerns for discussion.
 - If an End User encounters an issue while working in the system, s/he should first contact an office Super User for assistance. If the Super User cannot assist, it is the responsibility of the End User to contact the Help Desk or submit an issue ticket.
 - If the End User is concerned regarding his or her computer skills, s/he should discuss these concerns with the Implementation Lead.
- **Local Technical Resource(s)**
 - Each practice is required to have a Technical Resource on staff or on contract. This individual must not only understand how to set up computers, but rather, have the ability to set up the practice's network infrastructure and be the on-call hardware, software (aside from Epic), and connectivity vendor.
 - This individual or company must be identified and will be required to be at the practice during a Technical Assessment as well as during go-live.
 - *Hours needed from Technical Resources vary, but costs associated are the responsibility of the practice and are not included in RWJBarnabas Health Community Connect program pricing.*
- **Legal Counsel**
 - The practice's legal counsel should review the RWJBarnabas Health Community Connect program contract prior to signing. It is the responsibility of the practice to discuss the contract and any questions they have with their legal counsel.
 - RWJBarnabas Health Community Connect program team members' discussions with the practice should not be considered legal advice.
 - Legal fees are the responsibility of the practice and are not included in RWJBarnabas Health Community Connect program pricing.
- **Financial Advisor**
 - The practice's financial advisor is responsible for reviewing RWJBarnabas Health Community Connect program documentation, including financial impact documentation, to determine if an electronic health record implementation is financially feasible for the practice. RWJBarnabas Health Community Connect program team members' discussions with the practice should not be considered financial advice. Financial Advisor fees are the responsibility of the practice and are not included in RWJBarnabas Health Community Connect program pricing.