



State of New Jersey

PHILIP D. MURPHY
Governor

NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY
P. O. Box 101
TRENTON, NEW JERSEY 08608-0101

TAHESHA L. WAY
Lt. Governor

Lisa A. Asare
President & CEO

NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY

ANNUAL BOARD MEETING AGENDA

WEDNESDAY, June 25, 2025

10:00AM

https://www.zoomgov.com/webinar/register/WN_tWVRz-WoQSSHgwz8exbJug

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Roll Call
- IV. Update from Chair
- V. CEO's Report to Board
 - a. CHCS presentation on MIHIA Strategic Plan
- VI. Matters Requiring Board Action
 - a. Approval of NJMIHIA Board Minutes of March 26, 2025.
 - b. Approval of Resolution Authorizing the approval of Memorandum of Understanding between NJEDA and NJMIHIA for the Development of the MIHIC.
- VII. Executive Session (If required)
- VIII. Public Comment
- IX. Other Business
- X. Meeting Adjournment



State of New Jersey

PHILIP D. MURPHY
Governor

NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY
P. O. Box 101
TRENTON, NEW JERSEY 08608-0101

TAHESHA L. WAY
Lt. Governor

Lisa A. Asare
President & CEO

NEW JERSEY MATERNAL CARE QUALITY COLLABORATIVE BOARD MEETING

Revised Minutes of the Meeting February 28, 2025

Minutes of the meeting of the New Jersey Maternal Care Quality Collaborative ("MCQC") held virtually on Friday, February 28, 2025, at 10:00 AM Eastern Standard Time.

MEMBERS OF THE BOARD IN ATTENDANCE

Amanda Medina Forrester – Governor Representative
Cari Fais – Governor Representative
Cathleen Bennett – Public Member
Chanelle Andrews – Public Member
Erica Pulliam – Public Member
Helen Hannigan – Public Member
Hetal Patel – Public Member
James Darley – Public Member
Jaye Madden-Wilson – Public Member
Julie Blumenfeld – Public Member
Kelly Anderson-Thomas – Public Member
Kimberly Birdsall – Public Member
Liliana Morales – Public Member
Linda Schwimmer – Public Member
Lisa Gitten-Williams – Public Member
Mariekarl Vilceus-Talty – Public Member
Mehnaz Mustafa – Governor Representative
Michael Fahncke – Governor Representative
Michelle Gabriel-Caldwell – Governor Representative
Myriam Mondestein – Public Member
Natassia Harris – Public Member
Natasha Dravid - Public Member
Robyn D'Oria – Public Member
Rose-Ann Uwague – Public Member
Shital Patel – Public Member
Suzanne Sernal- Public Member
Tonique Griffin – Public Member
Vu-An Foster – Public Member
Lisa Asare – Governor Representative

ADDITIONAL ATTENDEES

Lauren Lalicon, Policy Director, Office of the First Lady

Roza Dabaghyan, Deputy Attorney General, Department of Law and Public Safety, Division of Law

Michael Eleneski, Associate Counsel, Office of the Governor, Authorities Unit

Eric Carlsson, Chief Financial Officer, New Jersey Maternal and Infant Health Innovation Authority

Laura Wilton, Chief of Corporate Governance, New Jersey Maternal and Infant Health Innovation Authority

Catherine Terrero, New Jersey Maternal and Infant Health Innovation Authority

Cindy Cortez, New Jersey Maternal and Infant Health Innovation Authority

Sofia Bonsignore, New Jersey Maternal and Infant Health Innovation Authority

Chair Lisa Asare presided over the meeting with Catherine Terrero and Cindy Cortez, keeping the minutes.

Chair Asare called the meeting to order and announced that Maternal Care Quality Collaborative (MCQC) was in compliance with the provisions of Open Public Meetings Act and the adequate notice of the meeting had been provided in the manner prescribed by law.

Chair Asare took roll call and welcomed representatives from the First Lady's Office, Governor's Authorities Unit, Office of the Attorney General, Department of Health & Department of Human Services, and the Department of Treasury. Note: Kelly Anderson-Thomas and Julie Blumenfeld missed roll call but later joined the meeting.

Chair update

Chair Asare addressed the Board and shared that MIHIA had surveyed MCQC members regarding working group assignments that correspond with the five MIHIA pillars. Chair Asare provided the survey results and presented a high-level overview of the working groups, their assignments, and next meeting dates.

Chair Asare welcomed Carly Slutzky, from the Department of Health, who provided the Board with an update on the MCQC's role in the Maternal Health Innovation grant. Additionally, Shin-Yi Lin and her team from the Department of Human Services (DHS), State Medicaid Office, presented on the new Transforming Maternal Health grant (TMaH). DHS is eager to receive feedback from the MCQC Board to better inform New Jersey's implementation of the TMaH model. Board members highlighted the need to focus on areas such as: preeclampsia, hypertension disorders, and quality postpartum care.

Matters Requiring Board Action

a. Approval of November 22, 2024, Meeting Minutes.

A motion was made by Helen Hannigan to approve the meeting minutes from November 22, 2024. Cathleen Bennet seconded the motion. All members voted in favor. The motion carried.

b. Vice Chair Nominations.

A motion was made by Suzanne Sernal to nominate Helen Hannigan as Vice Chair. Linda Schwimmer seconded the motion. Another motion was made by Tonique Griffen to nominate Michelle Gabriel-Caldwell as Vice Chair. Jaye Wilson seconded the motion.

During discussion, a motion was made by Kelly Anderson to table the vote until the next meeting to provide enough time to review the resumes and qualifications of the two nominees. Tonique Griffin seconded the motion. All voted in favor. The motion carried.

Other Business

Jaye Wilson asked if there was an update on what the Maternal and Infant Health Innovative Authority was planning for Black Maternal Health Week. Chair Asare responded that there is no update at this time.

Public Comment

Linda Schwimmer shared that the NJ Health Care Quality Institute will be hosting a virtual preeclampsia awareness event on April 2, 12-2PM.

Executive Session

There was no Executive Session.

Adjournment

Chair Asare requested a motion to adjourn. Helen Hannigan made the motion to adjourn. Dr. Lisa Gittens-Williams seconded the motion.

I hereby certify this to be a true and original copy of the February 28, 2025, New Jersey Maternal Care Quality Collaborative Board meeting minutes.

Lisa Asare

Lisa Asare,
President and CEO



State of New Jersey

PHILIP D. MURPHY
Governor

NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY
P. O. Box 101
TRENTON, NEW JERSEY 08608-0101

TAHESHA L. WAY
Lt. Governor

Lisa A. Asare
President & CEO

NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY ANNUAL BOARD MEETING

Minutes of the Meeting March 26, 2025

Minutes of the in-person meeting of the New Jersey Maternal and Infant Health Innovation Authority (“MIHIA”) held on Wednesday, March 26, 2025, at 10:00 AM Daylight Savings Time.

MEMBERS OF THE BOARD IN ATTENDANCE

Barbara George Johnson – Public Member
Andrea Martinez-Mejia – Public Member
Dr. Damali Campbell – Oparaji – Public Member
Shakira Abdul-Ali – Public Member
Maritza Raimundi-Petroski – Public Member
Dr. Philip Bonaparte¹ – Public Member
Rosalee Boyer – Public Member
Holly Low – Governor Representative
Dr. Kaitlan Baston – Governor Representative
Tim Sullivan – Governor Representative
Katherine Stoehr – Governor’s Representative
Vineeta Kapahi – Designee for Sarah Adelman – Governor Representative
Trish Wallace – Designee for Justin Zimmerman – Governor Representative
Nicole Bailey – Designee for Dr. Brian Bridges – Governor Representative

ADDITIONAL ATTENDEES

Lisa Asare, President & CEO, New Jersey Maternal and Infant Health Innovation Authority
First Lady Tammy Snyder Murphy
Lauren Lalicon, Policy Director, Office of the First Lady
Stephanie Lagos, Chief of Staff, Office of the First Lady
Michael Eleneski, Associate Counsel, Office of the Governor, Authorities Unit
Roza Dabaghyan, Deputy Attorney General, Department of Law and Public Safety, Division of Law
Catherine Terrero, New Jersey Maternal and Infant Health Innovation Authority
Cindy Cortez, New Jersey Maternal and Infant Health Innovation Authority

¹ Dr. Philip Bonaparte missed the roll call but joined the meeting prior to the consideration of matters requiring action.

Laura Wilton, Chief of Corporate Governance, New Jersey Maternal and Infant Health Innovation Authority

Eric Carlsson, Chief Financial Officer, New Jersey Maternal and Infant Health Innovation Authority

Chair Barbara George Johnson presided over the meeting with Catherine Terrero and Cindy Cortez keeping the minutes.

President & CEO Asare called the meeting to order and announced that Maternal and Infant Health Innovation Authority (MIHIA) was in compliance with the provisions of Open Public Meetings Act and that adequate notice of the meeting had been provided in the manner prescribed by law.

President & CEO Asare took roll call and welcomed representatives from the First Lady's Office, Governor's Authorities Unit, and the Attorney General's Office of the Board.

Chair update

Chair Barbara George Johnson addressed the Board and advised that the next Maternal Care Quality Collaborative (MCQC) meeting will be held on May 30, 2025.

Chair George Johnson announced that March 26, 2025, marked MIHIA's first year and the celebration of its First Annual Board Meeting. She stated that in its inaugural year, the Board has been instrumental in advancing maternal health equity and strong stakeholder support was evident, as seen in the Nurture NJ Summit's high attendance. Chair George Johnson highlighted her excitement for this work in partnership with MIHIA.

President & CEO Statement

President & CEO Asare addressed the Board and commemorated MIHIA's first birthday. She indicated that over the past year, MIHIA has built its team, established partnerships, and overseen the development of the Maternal and Infant Health Innovation Center (MIHIC). In addition, President & CEO highlighted that collaboration with twenty-two state agencies has been crucial in advancing MIHIA's maternal and infant health initiatives.

Key achievements in MIHIA's inaugural year include national recognition, engagement in multiple states, and partnerships with doulas to develop a New Jersey-specific training program. The first Annual Report, detailing legislative milestones, community engagement, and future plans, was shared with the Board. President & CEO Asare stated that as MIHIA looks ahead, it remains committed to expanding efforts and ensuring every mother and child in New Jersey receives the support needed to thrive.

President & CEO Asare welcomed First Lady Tammy Murphy and invited her to address the Board. First Lady Murphy commended MIHIA on its first-year accomplishments and shared her optimism for the future. She highlighted New Jersey's leadership in maternal

health equity and its commitment to developing the Maternal and Infant Health Innovation Center from the ground up.

President & CEO Asare was proud to announce that MIHIA received formal notice that its application to the Robert Wood Johnson Foundation was approved for funding. Lastly, Eric Carlsson, MIHIA Chief Financial Officer, provided a fiscal update.

Matters Requiring Board Action

a. Approval of Minutes of February 26, 2025.

A motion was made to approve the meeting minutes of February 26, 2025, by Governor Representative, Kaitlan Baston, and was seconded by Public Member, Andrea Martinez-Mejia. Five members abstained from the vote: Dr. Philip Bonaparte, Commissioner Stoehr, and Vineeta Kapahi, Designee for Sarah Adelman, Trish Wallace, Designee for Justin Zimmerman, and Nicole Bailey, Designee for Dr. Brian Bridges. Remaining members voted in favor. The motion carried.

b. Approval of NJMIHIA Board Meeting Dates through March of 2026.

A motion was made to approve the Board meeting dates, by Public Member, Shakira Abdul-Ali and was seconded by Public Member, Maritza Raimundi-Petroski. All members voted in favor. The motion carried.

c. Approval of NJMIHIA Budget for FY 2025.

A motion was made to approve the FY2025 budget, by Governor Representative, Katherine Stoehr, and was seconded by Public Member, Dr. Damali Campbell-Oparaji. During discussion, Maritza Raimundi-Petroski inquired about the budget. Eric Carlsson, CFO, clarified that the budget was presented in thousands, totaling \$3.2 million. All members voted in favor. The motion carried.

d. Approval of the Resolution Authorizing the Adoption of the Amended Bylaws.

A motion was made to approve the resolution, by Public Member, Dr. Philip Bonaparte and was seconded by Public Member, Shakira Abdul-Ali. All members voted in favor. The motion carried.

e. Resolution to Approve Annual Report.

A motion was made to approve the annual report by Public Member, Andrea Martinez-Mejia, and was seconded by Governor Representative, Kaitlan Baston. During discussion, Tim Sullivan inquired if MIHIA's audited financial statements should have been included in the Annual Report. Laura Wilton, MIHIA's Chief of Corporate Governance, clarified that audited financial statements are not yet available for the past year, but audited financial statements will be included in future Annual Reports. All members voted in favor. The motion carried.

Other Business

Governor Representative, Tim Sullivan, updated the attendees that MIHIA is now the official owner of the land where the MIHIC will be built.

Chair Barbara George Johnson announced that, as part of MIHIA's ongoing efforts to involve the community in the Center's development, Kean University will host a Community Engagement event on April 8, 2025.

Public Comment

There was no public comment.

Executive Session

There was no Executive Session.

Adjournment

Chair Barbara George Johnson made the motion to adjourn. Governor Representative, Tim Sullivan, seconded the motion. The meeting was adjourned.

I hereby certify this to be a true and original copy of the March 26, 2025, New Jersey Maternal and Infant Health Innovation Authority Board meeting minutes.

Lisa Asare

Lisa Asare,
President and CEO.

**RESOLUTION OF THE NEW JERSEY
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY
AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE MATERNAL
AND INFANT HEALTH INNOVATION AUTHORITY AND THE NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY FOR THE DEVELOPMENT OF THE
MATERNAL AND INFANT HEALTH INNOVATION CENTER**

ADOPTED
June 25, 2025

WHEREAS, the New Jersey Maternal Infant Health Innovation Authority (“MIHIA”) was created pursuant to N.J.S.A. 26:18-17 *et seq* (the “Act”) and was created and established in, but not of, the Department of the Treasury and independent of any supervision or control by the principal departments of the Executive Branch of the State Government; and

WHEREAS, MIHIA was created to reduce maternal mortality, morbidity and racial and ethnic disparities in maternal and infant health outcomes in the State; and

WHEREAS, MIHIA is charged with establishing and overseeing the New Jersey Maternal and Infant Health Innovation Center (“MIHIC”), which shall coordinate with governmental agencies, as well as private organizations, to, among other things: (a) provide perinatal, infant care, related health services and other services to the residents of the City of Trenton; (b) promote equitable maternal and infant health care services; and (c) implement strategies related to health care and social service delivery, perinatal workforce development, community engagement, data collection, research, and analysis; and

WHEREAS, the NJEDA has extensive real estate experience, which includes, but is not limited to acquiring property, designing, constructing and managing facilities; and

WHEREAS, the Board has determined that it is in the best interest of MIHIA for NJEDA to acquire property for the MIHIC, design, construct and own the MIHIC and lease all or a portion of the MIHIC, not including the innovation space, to MIHIA; and

WHEREAS, MIHIA and NJEDA seek to enter into an MOU to document the mutual understanding of a comprehensive effort to develop, construct, finance and operate the MIHIC and detail their respective obligations as set forth in the MOU attached hereto as Exhibit A.

**RESOLUTION OF THE NEW JERSEY
MATERNAL AND INFANT HEALTH INNOVATION AUTHORITY
AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE MATERNAL
AND INFANT HEALTH INNOVATION AUTHORITY AND THE NEW JERSEY
ECONOMIC DEVELOPMENT AUTHORITY FOR THE DEVELOPMENT OF THE
MATERNAL AND INFANT HEALTH INNOVATION CENTER**

ADOPTED
June 25, 2025

NOW, THEREFORE, BE IT RESOLVED by the Board, that,

1. The Board authorizes the execution of the attached MOU between MIHIA and NJEDA.
2. This resolution shall take effect immediately, but no action authorized herein shall have force and effect until 10 days, after a copy of the minutes of the Authority meeting at which this resolution was adopted has been delivered to the Governor for his approval, unless during such 10-day period the Governor shall approve the same, in which case such action shall become effective upon such approval, as provided by the Act.

DATED: June 25, 2025

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY,
AND THE NEW JERSEY MATERNAL AND INFANT HEALTH INNOVATION
AUTHORITY
FOR THE DEVELOPMENT OF THE MATERNAL INFANT HEALTH INNOVATION
CENTER**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”), made on this _____ day of _____, 2025, and effective as of the date of the last signature of the Parties hereto (the “Effective Date”), is by and between the New Jersey Economic Development Authority (“NJEDA”) and the New Jersey Maternal and Infant Health Innovation Authority (“MIHIA”) (each a “Party”, and collectively “the Parties”).

WHEREAS, NJEDA is an independent State authority established pursuant to N.J.S.A. 34:1B-1, et seq., in but not of the Department of the Treasury, which serves as the State’s principal agency for driving economic growth; and

WHEREAS, MIHIA is an independent State authority established pursuant to N.J.S.A. 26:18-20, et seq., in but not of the Department of the Treasury, which serves as the State’s principal agency to reduce maternal mortality, morbidity and racial and ethnic disparities in the State of New Jersey; and

WHEREAS, in 2019, Governor Phil Murphy and First Lady Tammy Snyder Murphy launched Nurture NJ, a statewide awareness campaign committed to both reducing maternal and infant mortality and morbidity and ensuring equitable care among women and children of all races and ethnicities because New Jersey is ranked 47th in the nation for maternal deaths and has one of the widest racial disparities for both maternal and infant mortality; and

WHEREAS, in January 2021, the First Lady released the Nurture NJ Strategic Plan with nine action areas, and dozens of recommendations to improve maternal and infant care, including a directive to NJEDA and the Departments of Health, Human Services, and Office of the Secretary of Higher Education to “establish a Center in the state capital that focuses on innovation and research in maternal and infant health through partnerships with the state’s academic, funder, business, and faith communities”; and

WHEREAS, in April 2021, the NJEDA issued a Request for Information about its plans to establish a Center and received more than 50 responses. Respondents overwhelmingly emphasized that planning for the Center needed to be community-driven, with ample opportunity for Trenton community members and stakeholders to offer their perspectives on the Center’s offerings, partnerships, and opportunities to leverage existing community assets in the City; and

WHEREAS, The Maternal and Infant Health Innovation Center will be an incubator for innovation, an academic and perinatal workforce training center, will offer a new standard of comprehensive clinical services to serve moms, direct social and wraparound supports, and host a

data collaborative. It will not only help us transform the maternal and infant health landscape in New Jersey, it will make our state the national model and gold standard for maternal care serving as a beacon for others across our country and world; and

WHEREAS, Governor Murphy’s 2022 Fiscal State Budget included a \$2.9 million appropriation allocated to NJEDA for the planning and development of the Center; and

WHEREAS, in March 2022, the NJEDA engaged Jones Lang LaSalle (“JLL”) to conduct an analysis of potential locations in the City of Trenton for the Center, now known as the Maternal and Infant Health Innovation Center (“MIHIC”). Working closely with JLL and NJEDA’s community engagement partner, the Watson Institute for Urban Policy and Research at Kean University, NJEDA concluded that the properties owned by the Trenton School District Board of Education (“BOE”) located at 323 North Warren Street, Trenton, NJ 08618, also known as Block 3902, Lot 1, Block 3901, Lot 48 and Block 3903, Lot 1 on the tax map of the City of Trenton, County of Mercer, State of New Jersey (“Battle Monument Site”) are the best location for the MIHIC given the safe, accessible, and community-centered objectives of this project; and

WHEREAS, in March 2023, consistent with discussions between NJEDA and the BOE regarding NJEDA’s interest in obtaining ownership of the Battle Monument Site, the BOE granted NJEDA a right of entry to perform site due diligence on the Battle Monument Site in March 2023, and that work remains ongoing; and

WHEREAS, the BOE and the New Jersey Schools Development Authority (“NJSDA”) previously engaged in activities to assess, develop and maintain the Battle Monument Site for a potential future educational purpose that resulted in NJSDA spending Two Million Five Hundred Seventy-Three Thousand Six Hundred Eighty-Five Dollars and No/100 Cents (\$2,573,685.00) towards that effort, which expenditure the Parties recognize as an equitable lien against the Battle Monument Site (the “Lien”) to be reimbursed to the NJSDA as part of any disposition of the Battle Monument Site and, in addition, NJSDA and NJEDA will help BOE find an alternate location for educational purposes; and

WHEREAS, Governor Murphy’s 2023 Fiscal State Budget included a \$20 million American Rescue Plan – Coronavirus State Fiscal Recovery Fund (“CSFRF”) appropriation to NJEDA for the construction of the MIHIC, and on May 30, 2024; NJEDA and the New Jersey Department of Community Affairs (“DCA”) entered into an MOU for the \$20 million in CSFRF funds to construct the MIHIC; and

WHEREAS, in November 2023, the United States Department of Treasury approved NJEDA’s Capital Project Fund application for \$26,250,000 in American Rescue Plan Coronavirus Capital Projects Fund (\$25,000,000 for direct project costs and \$1,500,000 for administrative costs) to construct the MIHIC, and on July 3, 2024, NJEDA and DCA entered into an MOU granting \$26,250,000 to NJEDA to construct the MIHIC; and

WHEREAS, the 2024 Fiscal State Budget included an appropriation of \$50 million to NJEDA for Strategic Innovation Centers (“SIC”), which included the MIHIC as an eligible project to receive a portion of the SIC funding in the amount of \$20 million in CSFRF funds, and on

September 20, 2024, NJEDA and DCA entered into an MOU Amendment granting an additional \$19,500,000 to construct the MIHIC; and

WHEREAS, the Fiscal State Budget included an appropriation \$2.9 million state appropriation for community planning and preliminary feasibility analysis to develop the Center. From the \$2.9 million, \$1.964 million is available for the Center's design and construction; and

WHEREAS, in April 2024, the NJEDA Board approved the following anchor tenants for the MIHIC: Rutgers University as the lead Institution of Higher Education; Trenton Health Team as the lead Multi-Service Organization; and Capital Health as the lead Healthcare Clinical Service Provider to offer services at the MIHIC; and

WHEREAS, in May 2024, the NJEDA Board approved: (i) the MOU among the BOE, NJSDA and NJEDA which outlines the terms of the purchase and sale of the Battle Monument Site, subject to a fully executed purchase and sale agreement: NJEDA will pay a purchase price of \$1, together with \$2,573,685.00 to satisfy the Lien; and (ii) up to \$3 million of SIC funds to pay for the acquisition and related cost for the Battle Monument Site; and

WHEREAS, in June 2024, the NJEDA Board approved the procurements of Ballinger as the architect and engineer and Torcon as the construction manager as the team to design and construct the MIHIC; and

WHEREAS, the Parties have determined that NJEDA's property acquisition, design, construction and ownership of the MIHIC is in the best interest of the Parties to support the challenges of maternal and infant health in the State of New Jersey; and

WHEREAS, the Parties agree that NJEDA will lease all or a portion of the MIHIC, not including the innovation space, to MIHIA; and

WHEREAS, MIHIA will operate the MIHIC according to the terms of the non-binding letter of intent ("LOI") attached to this MOU as Exhibit B and incorporated herein; and

NOW THEREFORE, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Incorporation.** The recitals set forth above are hereby incorporated into and made part of this MOU.
2. **Purpose of MOU.** The Parties are entering into this MOU to document the mutual understanding of a comprehensive effort to develop, construct, finance and operate the MIHIC and the intention of the Parties to carry out their respective obligations under this MOU. **This MOU does not and shall not be construed to constitute an agreement of the Parties to undertake the development, construction, financing and operation of the MIHIC if the underlying economics are not feasible or viable to the terminating Party.**
3. **NJEDA's Responsibilities.** NJEDA will be responsible for the following activities:

- a. Procurement. The MIHIC project shall be advertised, solicited and selected by NJEDA in accordance with NJEDA's applicable procurement requirements.
- b. Predevelopment Activities. NJEDA will manage the consultants to complete the following predevelopment activities: obtaining an appraisal, title commitment, and survey, and obtaining required environmental studies and remediation plans to estimate the remediation cost to develop the MIHIC.
- c. Property Acquisition. Subject to the Battle Monument Site being in acceptable environmental condition that can be remediated within the MIHIC's approved "Comprehensive Development Budget" (see Section 4 below) and the ability to obtain title insurance, the NJEDA Board will be asked to approve a purchase and sale agreement which would govern the acquisition of the Battle Monument Site for the development and construction the MIHIC.
- d. Design and Construction of the MIHIC. In accordance with applicable State and federal requirements, NJEDA will procure and enter a contract with the architect/engineer and the construction manager to do the following:
 - i. Basis of Design. The Basis of Design may include, but not be limited to, infrastructure assessment, site planning, conceptual design and schematics, and construction cost estimating. NJEDA, with input from MIHIA, will review and supplement the initial program, evaluate various site constraints and rehabilitation options, consider civil engineering and subsurface conditions, investigate environmental impacts, determine basis of structural/mechanical/architectural design, and formulate a conceptual rehabilitation plan. The Basis of Design shall be approved by NJEDA's Board.
 - ii. Building Programming. NJEDA and its project professionals will work with MIHIA and its service providers, as well as other community stakeholders as determined by NJEDA and MIHIA, to gather information to determine each Tenant and subtenants' proposed use of the leased premises space, and programming needs (e.g., operational requirements, leases spaces use, employee and customer/visitor requirements, storage, and other program needs).
 - iii. Schematic Design. NJEDA and its design professionals will prepare project floor plans, site plans, and building elevations with input from MIHIA.
 - iv. Design Development. NJEDA and its project professionals will provide MIHIA with specific materials to be used on the project including floor

coverings, doors, hardware, lighting fixtures, bathroom fixtures and countertops.

- v. Construction Documents. NJEDA and its professionals will prepare the required plans and specifications needed to obtain the necessary permits and approvals to construct the MIHIC.
- vi. Construction Budget. NJEDA and its professionals will prepare a construction budget that will be included the MIHIC's Comprehensive Development Budget.
- e. Construction of the MIHIC. Subject to NJEDA's Board approval of the Comprehensive Development Budget, NJEDA, using the architect/engineer and the construction manager, will construct the MIHIC in accordance with applicable federal requirements as set forth in NJEDA's executed MOUs with NJDCA, including compliance with federal Title VI of the Civil Rights Act of 1964 and other non-discrimination laws.

4. Funding and Comprehensive Development Budget to Construct the MIHIC.

- a. NJEDA will prepare a budget including all related cost regarding the planning, acquisition, design, and construction of the MIHIC (the "Comprehensive Development Budget") for review and approval by the NJEDA Board and confirmation from the MIHIA Board that the design satisfies the programming requirements.
- b. NJEDA has secured the funding for the MIHIC as outlined in Exhibit A which is attached to this MOU and incorporated herein. In addition, the NJEDA Board will be requested to approve, if required, additional SIC funds to complete the construction of the MIHIC. Upon completion of the construction drawings and specifications and the preparation of the construction budget, the NJEDA Board will be asked to approve allocating the funding, as listed in Exhibit A, to construct the MIHIC.
- c. Unless otherwise determined, NJEDA will be responsible for the ongoing mandatory financial and performance reporting required by the funding sources pursuant to NJEDA's MOUs and Amendments with NJDCA. MIHIA understands that its cooperation is needed to provide input for NJEDA's mandatory reporting compliance obligations, including monitoring and reporting of Title VI discrimination complaints by subtenants and project professionals. The Parties mutually agree on the process to report and address any Title VI complaints.
- d. MIHIA understands that the MIHIC project funding is limited to the sources listed in Exhibit A. Any planning, development and/or construction costs for the MIHIC which exceed the sources listed in Exhibit A will be the responsibility of MIHIA or its subtenants, unless an alternative arrangement is agreed to in writing by the Parties.

NJEDA will provide MIHIA will a monthly report regarding expenditures against the budget.

- e. NJEDA will provide an estimated project schedule, Exhibit C, neither NJEDA nor its contractors will be responsible for delays out of their control.

5. Ownership, Maintenance and Management of the MIHIC.

- a. Ownership of the Completed MIHIC. NJEDA will own the completed MIHIC and Lease all or a portion of the MIHIC to MIHIA according to the terms of the LOI attached as Exhibit B which is attached to this MOU and incorporated herein.
 - b. Property Maintenance and Management. NJEDA will be responsible to perform the general maintenance and repair of the MIHIC as outlined in the LOI attached to this MOU as Exhibit B and billed to MIHIA as the Tenant and subtenants as Common Area Maintenance (CAM).
 - c. Annual Operating, Maintenance and Capital Plan Budget. NJEDA will prepare the annual operating, maintenance and capital plan budget. MIHIA and its subtenants will be responsible for paying for these costs according to the terms outlined in Exhibit B.
6. Master Lease and Subleases for the MIHIC. NJEDA will lease all or a portion of the MIHIC to MIHIA according to the terms included in Exhibit B. The Lease between NJEDA and MIHIA will permit MIHIA to sublease portions of the MIHIC to one or more third parties subject to the terms outlined in Exhibit B.
7. Anchor Tenants. NJEDA will transfer, and MIHIA will accept, the contracts for the anchor tenants identified above within 30 days of the execution of the MOU.
8. MIHIA Responsibilities. As Master Lessee, MIHIA will be responsible to operate the MIHIC consistent with the MIHIC's mission and intended use as outlined in N.J.S.A C.26:18-1 to 26:18-16 (P.L.2019, c.75, §§1-12, 14-17 formerly C.26:6C-1 to 26:6C-16).
9. Design and Construction Responsibilities. During the design and construction phase of the MIHIC, MIHIA's responsibilities include but are not limited to:
- a. Providing a primary contact during the design phase who will have the authority to answer questions, provide direction and communicate between the project professionals, MIHIA Board and staff, and subtenants.
 - b. Participating in project meetings.
 - c. Working closely with NJEDA and its project professionals to ensure the project design meets program needs.
 - d. Providing answers to questions and inquiries in a timely fashion to ensure the project is on time and in budget.

- e. Coordinating and clarifying design specifications and requirements with subtenants.
- f. Managing all communications with subtenants.
- g. Participating in all meetings between subtenants, NJEDA and project professionals.
- h. Ensuring the design requests from subtenants are reasonable and affordable.
- i. Ensuring the project design and specifications do not exceed budget, attached hereto as Exhibit A. Securing the required licensing and approvals for operations or ensuring that subtenant have the necessary licenses and/or approvals to operate as may be required.
- j. Leading community outreach for the MIHIC and attending all public meetings regarding the MIHIC. NJEDA and MIHIA will collaborate on the design of the community engagement strategy, When necessary MIHIA will coordinate and facilitate meetings with the public and constituents, which meeting will include the NJEDA.

10. NJEDA's Administrative Charges. NJEDA's administrative charges for providing the services included in this MOU shall be paid from the following sources of funds:

- a. 2022 Fiscal State Budget included a \$2.9 million appropriation for the planning and development of the MIHIC.
- b. \$3 million of Strategic Innovation Center funds to pay for acquisition and related costs to acquire the site for the Center.
- c. \$19.5 million of American Rescue Plan State and Local Fiscal Recovery Fund
- d. \$20 million of American Rescue Plan State and Local Fiscal Recovery Fund.
- e. Capital Project Fund for \$25 million in American Rescue Plan Coronavirus Capital Projects Fund.

11. Designated Contacts. The Parties have designated the following contacts, who will be responsible for day-to-day communications between the Parties related to this MOU. The Parties will notify each other of any designated contact change in writing within ten (10) business days of such change:

NJEDA:	MIHIA:
<p>Juan Burgos Vice President, Real Estate Development New Jersey Economic Development Authority P.O. Box 990 36 West State Street Trenton, NJ 08625 Juan.Burgos@njeda.gov 609.858.6880</p> <p>Stephen Martorana Director Real Estate Design and Construction</p>	<p>Lisa A. Asare President and CEO NJ Maternal and Infant Health Innovation Authority 225 East State Street Trenton, NJ 08625 Lisa.Asare@njmihia.gov 609.246.5131</p>

New Jersey Economic Development Authority P.O. Box 990 36 West State Street Trenton, NJ 08625 Steve.Martoran@njeda.gov	
---	--

12. Good Faith. The Parties will act with reasonable diligence and in good faith for the purpose of satisfying the conditions set forth herein. Any approvals required to be given hereunder by any Party shall not be unreasonably withheld, conditioned or delayed.

13. Term and Extension.

a. Termination. This MOU will be valid from the Effective Date until either: (i) the Parties mutually agree to terminate the construction of the MIHIC or (ii) the completion of construction and the Commencement Date of the Master Lease.

b. Extension. The Parties may extend the MOU by mutual agreement. An extension of this MOU requires written consent signed by authorized representatives from both Parties.

14. Notices. All legal notices (not including day-to-day business communications) from one Party to the other regarding this MOU shall be sent to the designated contacts provided below. The Parties will notify each other in writing of any change in these contacts within ten (10) business days:

NJEDA:	MIHIA:
Tim Sullivan Chief Executive Officer 36 West State Street P.O. Box 990 Trenton, NJ 08625	Lisa A. Asare President and CEO NJ Maternal and Infant Health Innovation Authority 225 East State Street Trenton, NJ 08625 Lisa.Asare@njmihia.gov 609.246.5131

15. Assignment. This MOU may not be assigned by a Party without the prior written consent of the other Party.

16. Third-Party Beneficiaries. This MOU is intended for the sole benefit of the Parties and shall not be construed to create any third-party beneficiary.

17. Relationship of the Parties. The Parties to this MOU shall not be considered joint venturers or partners.

18. Dispute Resolution. In the event a dispute arises between the Parties concerning this MOU, the CEO of NJEDA and the Executive Director of MIHIA or their appointed representatives, shall meet to resolve such dispute.
19. Applicable Law. The Parties shall retain all the powers, obligations and immunities provided by the laws of New Jersey. Each Party shall be responsible for adhering to all applicable State and Federal laws, regulations, and its own Policies and Procedures in the performance of its obligations under this MOU. By signing this MOU, the signatories below certify that they possess the legal authority to perform the respective responsibilities outlined herein.
20. Publicity and Public Announcements. Each Party agrees to obtain permission of the other Party before using the name of the other Party in any public announcement or other publicity.
21. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
22. Electronic Signatures. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures.
23. Entire Agreement. This MOU reflects the entire understanding of the Parties, and it supersedes any prior understandings of the Parties. It may not be amended, modified, or supplemented except by mutual consent of the Parties in writing and signed by the authorized representatives of each Party.
24. Miscellaneous.
- a. The Parties acknowledge that the successful completion of each Party's duties hereunder will require cooperation between the Parties. The Parties agree to work cooperatively to achieve the goals of this MOU.
 - b. The Parties agree to strictly control the use and retention of any personal and confidential information provided by the other Party so that only personnel who have a need to know have access to such information. No further dissemination or use of such information is authorized without written permission of the Party from which such information originated, unless required by law.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

NEW JERSEY MATERNAL INFANT
HEALTH INNOVATION AUTHORITY

Attest:

Lisa A. Asare
President and Chief Executive Officer

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

Attest:

Tim Sullivan
Chief Executive Officer

Attachments

Exhibit A – Sources and Uses

Exhibit B – Letter of Intent

Exhibit C – Project Schedule

EXHIBIT A
SOURCES AND USES OF FUNDING

Maternal and Infant Health Innovation Center

***Development Budget Sources**

Source	Use	Amount
2022 Fiscal Year Budget: Center Planning Funds	Project Predevelopment Planning	\$2,900,000
2023 Fiscal Year Budget	Design and Construction	\$20,000,000
2024 Fiscal Year Budget	Design and Construction	\$19,500,000
2024 US Treasury: Capital Project Fund	Design and Construction	\$25,000,000
2024 Fiscal Year Budget: SIC Funding	Property Acquisition	\$3,000,000
Total Sources to Date		\$70,400,000

***Excludes Administrative Fee**

**EXHIBIT B
LETTER OF INTENT**



October 7, 2024

VIA E-MAIL AND REGULAR MAIL

Lisa A. Asare
President and Chief Executive Officer
New Jersey Maternal and Infant Health Innovation Authority
225 East State Street
Trenton, NJ 08625
Lisa.Asare@njmihia.gov

**RE: Letter of Intent to Lease
Maternal and Infant Health Innovation Center
Block 3902/Lot 1, Block 3901/Lot 48 and Block 3903/Lot 1
Trenton, Mercer County, NJ ("Property")**

Dear Ms. Asare,

The New Jersey Economic Development Authority ("NJEDA") is pleased to provide you with this Letter of Intent (LOI) for NJEDA to lease the Maternal and Infant Health Innovation Center that is planned to be constructed on Block 3902/Lot 1, Block 3901/Lot 48 and Block 3903/Lot 1, located at the corner of North Warren Street and Pennington Avenue in Trenton (the "Proposed Center") to the New Jersey Maternal and Infant Health Innovation Authority ("MIHIA" or "Tenant").

This LOI is for **discussion purposes only**. It is understood that neither this LOI, the submission of this LOI, nor your acceptance of its terms shall be construed in any manner as a legally binding agreement or obligation on the part of either NJEDA or MIHIA, nor is it to be construed as a memorandum of any agreement or understanding. Instead, it is understood that NJEDA and MIHIA will only be bound by a definitive written lease agreement ("Lease") which shall be executed by both parties after review and approval by their respective counsel.

The NJEDA looks forward to discussing this with you.

- | | |
|---------------------|--|
| 1. Landlord: | NJEDA
36 West State Street
P.O. Box 990
Trenton, NJ 08625 |
| 2. Tenant: | MIHIA
225 East State Street |

Trenton, NJ 08625

- 3. Permitted Use:** MIHIA Administrative Offices
Sublet for the following uses: Social and Wrap-Around Services, Medical Office, Educational Programming, Innovation, Maternal Data Center
- 4. Initial Lease Term:** Five (5) years from the Lease Commencement Date
- 5. Leased Premises:** NJEDA anticipates that the Proposed Center will be constructed on:
- Block 3902, Lot 1
 - Block 3901, Lot 48
 - Block 3903, Lot 1
- Containing approximately 2.63 acres.
- NJEDA anticipates that the Proposed Center will be approximately 40,000 to 60,000 rentable square feet which will constitute all of the Leased Premises.
- 6. Lease Commencement Date:** The Lease will be effective when fully executed by Landlord and Tenant (“Effective Date”). Upon receipt of a temporary certificate of occupancy or certificate of occupancy by Landlord for the Building shall be the Lease Commencement Date for the Lease. Upon receipt of a temporary certificate of occupancy or certificate of occupancy by Landlord for each Subtenant space shall be the Lease Commencement Date for each Subtenant.
- 7. Rent Commencement Date:** Lease Commencement Date for the Lease and each Sublease
- 8. Lease Extension and Purchase Option:** Tenant may exercise one (1) five (5) year lease extension option subject to the Landlord’s written approval and provided Tenant is not in default under the Lease.
- To exercise such option, Tenant shall provide written notice twelve (12) months prior to the expiration of the Initial Lease Term.
- Tenant may exercise an option to purchase the Property by providing written notice twelve months prior to the expiration

of the Initial Lease Term as more specifically set forth in the Lease.

9. Subtenants:

Tenant is responsible for identifying, subleasing and monitoring compliance with the Lease and all subleases for all Subtenants. Subtenants must be approved in writing in advance by Landlord. Tenant is responsible for the billing and collection of Base Rent, utilities, taxes and/or Common Area Maintenance (CAM) of MIHIA and all subtenants and remittance to Landlord. Tenant is responsible for the relationship with the Subtenant including, but not limited to, the communication and administration of construction and property management issues between Landlord and Subtenant.

10. Base Rent:

For the Initial Lease Term, the Base Rent for MIHIA is \$1.

Base Rent for the Subtenants for each subtenant's portion of the Leased Premises is subject to the review and advance written approval of the Landlord.

11. Security Deposit:

No security deposit.

12. Utilities:

The Tenant and Subtenants shall pay their proportionate share of utility costs for their space (if not sub-metered) and the common areas, which include, but are not limited to, water, sewer, gas, electric, internet and phone service. Tenant is responsible for the billing and collection of payment for these costs from each Subtenant. Depending upon the receipt of the actual bill from the utility company, MIHIA will attempt to bill the utilities at least 1 month in arrears.

For the avoidance of doubt, Landlord shall not be responsible for the payment of any utility costs whatsoever for the Proposed Center.

13. Real Estate Taxes

Tenant and subtenants shall pay real estate taxes or payment in lieu of taxes as required by N.J.S.A. 52:27I-30. As required, the Tenant shall pay a Payment in Lieu of Taxes ("PILOT") to the Landlord for the Leased Premises in accordance with the terms of the anticipated PILOT agreement with the City of Trenton. Tenant acknowledges the City of Trenton is a third-party beneficiary of the obligations of Tenant hereunder, and

the City of Trenton has the right to pursue a breach of contract action against Tenant in accordance with the anticipated terms of the PILOT agreement if a breach occurs. Likewise, the Landlord acknowledges that the Tenant is a third-party beneficiary of the rights of Landlord under the PILOT agreement. If the PILOT agreement is not secured or becomes invalid or unenforceable, Tenant shall pay, if applicable, and shall collect monthly from the Subtenant its proportionate share, if applicable all of the real estate taxes of the Proposed Center as allocated to each Subtenant.

**14. Subletting;
NJEDA's Form
Sublease:**

Tenant has the right to sublet with Landlord advance approval all or a portion of the Leased Premises (but no right to assign) pursuant to the terms of NJEDA's Form Sublease that will be included with Tenant's lease agreement as an exhibit. Tenant is responsible for enforcement of the Sublease. No Subtenant will be permitted to assign its rights under its Sublease.

15. Landlord's Work:

Landlord shall deliver the Leased Premises as a mutually agreed to between Landlord and Tenant in the Basis of Design, with input from Tenant and each Subtenant regarding the design of the Proposed Center, subject to Landlord's approval and in each case subject to Landlord's construction budget.

16. Tenant's Work:

Tenant and each Subtenant are responsible for paying for any additional improvements and alterations beyond a warm vanilla shell which are necessary for their intended use of the Leased Premises, at Tenant's and each Subtenant's sole cost and expense and subject to Section 23 below. Landlord shall review and approve Tenant and each Subtenant's construction and improvement plans, such approval not to be unreasonably withheld, conditioned or delayed, but such plans must be within the cost of Landlord's budget unless Tenant has funds to pay for.

After completion of the warm vanilla shell, Tenant's and each Subtenant's contractors and subcontractors shall not be required by the Landlord to obtain any bonds provided that Tenant and each Subtenant covenants that all construction and improvements will be completed free and clear of all mechanics' liens. If mechanics' liens arise with respect to the

construction of Tenant's or any Subtenant's improvements and said liens are not removed within thirty (30) days by Tenant or such Subtenant, Tenant or such Subtenant must agree to indemnify Landlord against any loss or expense. Lien waivers and evidence of insurance shall be required from Tenant's and any Subtenant's contractor and subcontractors. After completion of the warm vanilla shell, Tenant, Subtenants and their contractors, architects and agents will be given reasonable access to the Proposed Center to complete all construction work.

17. Tenant and Subtenant Permits, Licenses and Approvals:

Tenant and all Subtenants are responsible, at their sole cost and expense, for obtaining any governmental permits, licenses or approvals required for Tenant's or any Subtenant's intended use and/or operations of the Leased Premises. Landlord will reasonably cooperate as necessary in obtaining such permits, licenses or approvals, but without any cost to Landlord.

18. Landlord Responsibility; Common Area Maintenance (CAM)

Landlord is responsible for the maintenance and repairs of the Proposed Center's core and shell, common areas, parking lot and grounds (collectively, the "Common Area"). The CAM shall be charged monthly on a per square foot basis to Tenant and Tenant shall bill all Subtenants their proportionate share as additional rent.

CAM costs will be budgeted annually and charged monthly on a per square foot basis and reconciled annually. CAM includes but is not limited to:

- Property management fee
- Maintenance and other required contracts
- Salaries and benefits for maintenance and security personnel
- Common Area utilities budget at \$10-\$12 per square foot using 2024 utility rates.
- Cleaning and maintenance of Common Areas,
- Landscaping
- Snow and ice removal
- Garbage removal after trash placed in dumpster by Landlord, Tenant and Subtenants
- Costs to maintain and repair the Proposed Center building and building systems (e.g., electrical, heating

ventilating and air conditions, elevators, fire suppression and alarm systems)

- Capital reserves as determined by Landlord.

Tenant will be responsible for determining the amount each subtenant owes and billing and collecting CAM charges from Subtenants. Currently estimated to be between \$10 and \$12 per square foot.

**19. Disposal of
Waste/Hazardous and
Biomedical Waste:**

Tenant shall, at its sole cost and expense, contract with a reputable, private refuse removal company approved by Landlord in writing in advance for the removal and disposal of any solid waste (other than solid wastes lawfully discharged through the Municipality's sewer system or conventional waste haulers) generated or introduced by Tenant or Subtenants from the Premises, in accordance with all applicable laws, including environmental laws. Landlord's approval shall not be unreasonably withheld or delayed.

Tenant shall not dispose of any hazardous substances or biomedical waste through the sewer system, or the dumpster provided by Landlord.

Tenant shall store and dispose of all biomedical waste and hazardous substances used in Tenant or Subtenant's operations in accordance with all applicable laws until it is removed. Tenant shall not incinerate biomedical waste or hazardous substances at the Premises in accordance with environmental laws.

20. Signage

Tenant and each Subtenant shall have the right, at Tenant's or such Subtenant's sole cost and expense, to put signage in the lobby and suit signage, subject to the Landlord's advance written approval and compliance with local ordinances, state law and any other applicable law. Tenant or such Subtenant, at its sole cost and expense, shall remove all such signage at the end of the lease and sublease terms.

21. Conditions:

The terms and conditions contained in this LOI, and any other terms and conditions whether written or oral, expressed, or implied, are not binding on either party unless and until a lease

agreement is fully executed and exchanged by the parties thereto and do not create any obligation by either party to continue negotiations or refrain from negotiating with other parties. The execution and delivery of a lease agreement shall be subject to approval of terms by Landlord's and Tenant's respective Boards of Members and legal counsel.

22. Holdover Rent:

CAM and PILOT.

23. Governing Law:

This LOI and the definitive lease agreement between the parties shall be governed by the laws of the State of New Jersey and any conflict shall be brought in New Jersey Courts in Mercer County.

24. Prevailing Wage:

All Tenant Improvements and alterations \$2,000 or more shall be subject to the Landlord's advance written approval, and the Landlord's prevailing wage and affirmative action requirements.

25. Electronic Signatures:

Landlord's written policy allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures.

By signing below, you confirm that Tenant also agrees to be bound by electronic signatures.

26. Brokers

Not applicable

27. Financial Underwriting:

Not applicable

This LOI is subject to being accepted by MIHIA no later than 5:00 P.M. on October 15, 2024, and if not accepted by that date, this LOI shall be considered null and void.

Sincerely,



Juan Burgos

Digitally signed by
Juan Burgos
Date: 2025.04.02
08:08:50 -04'00'

Vice President, Real Estate Development

cc: Brian Keenan, Sr. Project Officer
Mary Maples, Chief Strategic &
Infrastructure Officer

October 7, 2024

Letter of Intent to Lease Maternal and Infant Health Innovation Center

Page 8

ACCEPTED AND AGREED TO BY:

New Jersey Maternal and Infant Health Innovation Authority

Lisa Asare

By: _____

Name: Lisa A. Asare

Title: President and Chief Executive Officer

EXHIBIT C
PROJECT SCHEDULE

MIHIA Construction Schedule Exhibit

- Early bid packages released May 2025
- Site Mobilization June 2025
- Groundbreaking summer 2025
- Steel erection winter 2025/2026
- Building enclosed fall 2026
- TCO inspections May 2027
- Furniture installation Summer 2027
- DOH inspections Summer 2027
- Tenant Move in late Summer/early fall 2027