



**Department of  
Higher Education**

**Mike DeWine**, Governor  
**Randy Gardner**, Chancellor

**DIRECTIVE 2019-012**

May 23, 2019

**RE: JOINT USE AGREEMENT BETWEEN BOWLING GREEN STATE UNIVERSITY AND  
FIRELANDS REGIONAL MEDICAL CENTER**

Bowling Green State University has been granted appropriations contained in House Bill 529 of 132<sup>nd</sup> General Assembly in the amount of one hundred fifty thousand dollars. Bowling Green State University will use the funds to improve the facility owned by Firelands Regional Medical Center. As required by Ohio Administrative Code section 3333-1-03, Bowling Green State University submitted a Joint Use Agreement for consideration and approval by the Chancellor.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than twenty years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

Agency staff reviewed the agreement and posted its recommendations to the Department's website for the purpose of providing a period of public comment before final approval by the Chancellor. The materials posted for comment and the joint use agreement are attached to this document.

Based on my review of staff recommendations, I hereby approve the Joint Use Agreement between Bowling Green State University and Firelands Regional Medical Center.

This directive will take effect immediately.

Randy Gardner  
Chancellor, Department of Higher Education

MLC

## JOINT USE AGREEMENT

*(For capital funds released to institutions for facilities not owned by the institution)*

This Joint Use Agreement ("Agreement") is entered into by and between Bowling Green State University ("BGSU") an instrumentality of the State of Ohio, created under Chapter 3341 of the Ohio Revised Code, whose address is Bowling Green State University, 230 McFall Center, Bowling Green State University, Bowling Green, Ohio, 43403 and Firelands Regional Medical Center ("FIRELANDS"), an Ohio non-profit corporation whose address is 1111 Hayes Ave., Sandusky, Ohio, 44870.

WHEREAS, Firelands Regional Medical Center School of Nursing (FRMCSN) provides a three-year nursing program in partnership with Bowling Green State University (BGSU) Firelands College. At the completion of the program graduates are awarded a registered nursing diploma from FRMCSN and an Associate of Science degree from BGSU Firelands.

WHEREAS, in 2018 the two institutions will expand the development of an academic progression model so that graduates of the three-year program will be able to complete their Bachelor of Science (BSN) degree from BGSU's College of Health and Human Services with just one additional year of study. The goal is to admit the first students to the RN to BSN completion program in Fall of 2019.

WHEREAS, in March 2018 the Ohio General Assembly enacted HB 529, an Act that made capital appropriations for fiscal years 2019-20 (the "Act").

WHEREAS, in Section 207.30, Line Item C24060 of the Act, the University was appropriated \$250,000, of which \$150,000 are to be used by FIRELANDS (the "Funds"). Fifty Thousand Dollars (\$50,000) shall be used by FIRELANDS to upgrade a Nursing Simulator Room ("Simulator Room") with the purchase of equipment for a Maternal Child Simulation Center and \$100,000 for an upgrade of an Interactive Classroom. The remaining \$100,000 shall be retained by BGSU.

WHEREAS, Ohio Administrative Code 3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval.

WHEREAS, BGSU has demonstrated that the value of the proposed Maternal Child Simulation Center equipment housed within the Simulator Room and Interactive Classroom technology upgrades are reasonably related to the amount of the appropriation.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the parties as follows:

- I. **Facility or equipment owned, to be built or purchased by nonprofit or public body.**  
The Simulator Room and Interactive Classroom will each be owned by FIRELANDS and will be located at FRMCSN at FIRELANDS' South Campus, 1912 Hayes Ave., Sandusky,

Ohio, 44870. The simulation equipment will be used in a Simulator Room at the FRMCSN. The Simulator Room (including the simulation equipment) and the Interactive Classroom are the "Facility."

2. **Use of the facility or equipment by nonprofit institution.** \$100,000 of capital funds will be used for renovation of an existing classroom into an Interactive Classroom, and \$50,000 to purchase a high-fidelity simulator and audiovisual equipment to be used by the nursing students in the Simulator Room. FIRELANDS agrees to provide use of the Facility and certain of its other on-site resources to the faculty and students of BGSU at no charge, for the provision of educational opportunities, as reflected in the Joint Use Agreement Worksheet attached hereto as Attachment A, hereby incorporated.
3. **Reimbursement of funds.** The State of Ohio shall be reimbursed if BGSU'S students' right to use the Facility is terminated by FIRELANDS before the 20<sup>th</sup> annual anniversary of the date the Facility is ready for occupancy. The State shall be reimbursed the amount calculated by dividing \$150,000 by 20, and multiplying that sum by 20 less the number of full years the Facility is used by BGSU students. The Facility shall be operated exclusively by FIRELANDS.
4. **Use of funds.** Funds will only be used for capital improvements as defined in the Act; specifically to purchase the Simulator Room equipment and Interactive Classroom equipment/renovations that are essential for bringing the Facility up to its intended use. Operating costs of any kind will not be funded through this Agreement.
5. **Insurance for facility and hold harmless.** FIRELANDS shall hold the State of Ohio and BGSU, its officers, trustees, employees, and students harmless from any and all costs, obligations, expenses, liabilities or claims of any kind whatsoever arising out of (1) the construction, renovation, operation, or maintenance of the Facility, or (2) an alleged action or omission by FIRELANDS, its officers, trustees or employees, including, but not limited to FIRELANDS' failure or alleged failure to comply with applicable public bidding requirements or any other federal, state or local law, ordinance, rule, order, directive or regulation. FIRELANDS will also fully insure the Facility at market replacement value from and against hazards including, but not limited to, fire and such other forms of property damage as FIRELANDS may reasonably determine to be appropriate.
6. **Compliance with federal, state, and local law.** FIRELANDS will comply with all pertinent federal, state, and local laws as well as state administrative regulations applicable to the use of the funds hereunder and to the operation of the capital improvement.
7. **Competitive bidding.** FIRELANDS shall follow a strict competitive bidding process that includes publishing advertisements through media channels to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.

8. **Appropriation administrative fee.** BGSU shall receive administrative costs in the amount of \$2,250, a sum equal to 1.5% of the total amount of Funds.
9. **Amendments.** Any and all amendments made to this Agreement shall be in writing, signed by FIRELANDS and BGSU and shall require approval by Ohio Department of Higher Education.
10. **Distribution of funds.** Upon execution of the Agreement, BGSU shall submit to the Controlling Board a formal request for the release of the Funds. After the release of the Funds, FIRELANDS shall submit to BGSU requests for payments of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by FIRELANDS for permitted uses of the Funds as described below. BGSU will disburse funds to FIRELANDS pursuant to properly documented requests for payment consisting of: (a) a sequentially numbered request for payment; (b) the amount requested and the cumulative amount requested and paid to date; (c) the estimated percent completion of the Facility; and (d) copies of original source documentation of the costs incurred for which a disbursement of a portion of the Funds is requested.
11. **Terms and Conditions of Use.** The Simulator Room and Interactive Classroom shall be used for the FRMCSN and BGSU nursing students attending FRMCSN as reflected in the Joint Use Agreement Worksheet, attached hereto as Attachment A, hereby incorporated. The right of BGSU's students to use the facility will commence when the Facility is fully ready for the use described in Attachment A and will expire on the twentieth (20) annual anniversary of such date.
12. **Governing Law.** This Agreement shall be interpreted, controlled, and enforced in accordance with the laws of Ohio.

IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Joint Use Agreement on the date indicated below under their respective signatures.

**FIRELANDS REGIONAL MEDICAL CENTER**

By: Robert M. Moore  
 Robert M. Moore, Vice President of  
 Legal Services and General Counsel /  
 Secretary

Date: 9/18/18

**BOWLING GREEN STATE UNIVERSITY**

By: Paul P. Stoll  
 Date: 4/5/19

OFFICE OF GENERAL COUNSEL

*Michael P. Stoll*

APPROVED AS TO LEGAL FORM

**Joint Use Agreement Worksheet**  
The Ohio Department of Higher Education

**Attachment A**

**Project:** Firelands Regional Medical Center School of Nursing  
Simulation and Interactive Classroom  
**Date:** November 2018

*Section I: State appropriation information.*

- |  |                      |
|--|----------------------|
| 1. Amount of state appropriation provided:             | \$ <u>150,000.00</u> |
| 2. Estimated annual debt service on the appropriation: | \$ <u>11,531.42</u>  |
| 3. Term of the state bond, in years:                   | <u>20 Years</u>      |

*Section II: Estimated value of use of the facility.*

	<b>Use(s) of the facility*</b>	<b>Annual value of use</b>	<b># of years</b>
a.	<i>Interactive Learning spaces for students enrolled in the BGSU Associate of Technical Study or Associate of Science Program affiliated with Firelands Regional Medical Center School of Nursing.</i>	\$21,525.00	20
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____

(\* List additional uses on separate page as needed.)

*Section III:*

*On a separate page, explain how each use listed in Section II was valued for this analysis*  
Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Department of Higher Education. Sections II and III are to be filled out by the partner campus.

**Joint Use Agreement Worksheet**  
The Ohio Department of Higher Education

**Firelands Regional Medical Center School of Nursing**  
**Simulation and Interactive Classroom**

**Estimated Value of Use Calculations**

*Interactive Learning Strategies spaces for students enrolled in the BGSU Associate of Technical Study or Associate of Science Program affiliated with Firelands Regional Medical Center School of Nursing.*

Based upon total enrollment, curriculum and proper scheduling utilization, two additional rooms at a minimum of 1,435 sq.ft. are identified for full scheduling by BGSU students each year. These rooms are used as simulation laboratories to support the traditional classroom curriculum for the programs. These spaces are an integral part of the overall curriculum, used by every student in the program and operating throughout the calendar year on a traditional class day schedule. This does not take into account the other additional separate classroom space being utilized by BGSU students as the base educational/lecture space for the program.

Total value is based upon a \$15.00/square foot annual rental rate, per local real estate standards.

Maternal Child Simulation Center- 585 square feet (x) \$15.00 = \$8,775.00

Interactive Classroom- 850 square feet (x) \$15.00 = \$12,750.00