DIRECTIVE 2019-032

August 15, 2019

RE: JOINT USE AGREEMENT BETWEEN WRIGHT STATE UNIVERSITY AND DAYTON CHILDREN’S HOSPITAL

Wright State University has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of two hundred thousand dollars. Wright State University will use the funds to improve the facility owned by Dayton Children’s Hospital. As required by Ohio Administrative Code section 3333-1-03, Wright 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 Wright State University and Dayton Children’s Hospital.

This directive will take effect immediately.

Randy Gardner
Chancellor, Department of Higher Education
JOINT USE AGREEMENT

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

This Joint Use Agreement (hereinafter referred to as Agreement) is entered into by and between WRIGHT STATE UNIVERSITY (University), an instrumentality of the State of Ohio, created under Chapter 3352 of the Ohio Revised Code, whose address is 3640 COLONEL GLENN HIGHWAY, DAYTON, OHJ 45435, and Dayton Children’s Hospital a private non-profit children’s hospital, whose address is ONE CHILDREN’S PLAZA, DAYTON, OH 45402.

WHEREAS, the 132nd General Assembly enacted H.B. 529 which appropriates in section 207.360, line C27587 the sum of Two Hundred Thousand Dollars ($200,000) to the University and for Dayton Children’s Hospital and the Center for Community Health and Advocacy (Center).

WHEREAS, both the University and Dayton Children’s Hospital will benefit from the Center, which will accommodate providing opportunities to work and train at state-of-the-art facility for medical faculty, students and residents associated with the University and the Boonshoft School of Medicine (BSOM), as well as other university students seeking a career in healthcare as they observe and when appropriate participate in the comprehensive pediatric care practice. Dayton Children’s Hospital serves as a teaching hospital and is home to the department of pediatrics for the University’s BSOM. The joint residency program is highly regarded and continues to attract residents from around the country, including as an integral partner with the US Air Force. A majority of physicians at Dayton Children’s Hospital currently hold either full-time or adjunct faculty positions with the University’s BSOM; and,

WHEREAS, the University and Dayton Children’s Hospital desire to facilitate the goals of higher education by continuing and promoting their partnership, as well as adding access to the Center; and,

WHEREAS, the funds will be used to pay for furniture and equipment in the clinics, and educational and meeting spaces in the new Center, located at 1010 Valley Street, Dayton OH 45402, that are used by University’s BSOM faculty, students and residents in their clinical rotations, educational and meeting spaces for educating and consulting with patient families to address patient’s food and other related needs in the facility; and

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; and
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WHEREAS, Dayton Children’s Hospital has demonstrated that the value of the use of the facility and equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A, hereby incorporated.

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

1. **Facility or equipment owned, to be built or purchased by nonprofit or public body.** The Dayton Children’s Hospital Center shall use the State Capital Appropriation (C27587) to purchase furniture and equipment for the facility at 1010 Valley Street, Dayton OH 45402.

**Use of the facility or equipment by public institution.** University’s BSOM will use the facility, the furniture and equipment, the value of which is outlined in Attachment A, hereby incorporated, at least 112 days per academic year for students to have clinical rotations, meetings and education sessions, and meet with patient families. The 40 medical students; 20 pediatric residents as well as other military and civilian Family Medicine Residents who will participate in elective rotations with developmental and behavioral pediatrics, child advocacy, foster or complex care annually, and will be taught by and work with the BSOM faculty who will be located in the facility and at Dayton Children’s Hospital. The term of the agreement is for at least 20 years from the time that the furnishings and equipment are ready to be used.

2. **Reimbursement of funds.** In the event that University’s right to use the furniture and equipment in the Center is terminated during the term of this agreement, Dayton Children’s Hospital shall immediately return to the State of Ohio’s pro rata portion of the State Capital Appropriation (C27587), to be calculated by dividing the funds by 20 and multiplying that sum by 20 less the number of full years the University’s BSOM had use of the facility, furniture and equipment.

3. **Use of funds.** The State Capital Appropriation (C27587) shall be used only as defined in the bill appropriating funds and not for operating costs.

4. **Insurance for facility and hold harmless.** Dayton Children’s Hospital represents and warrants that it owns the property where the Center will be completed; and the furnishing and equipment will be housed; and Dayton Children’s Hospital has insurance for the facility and the furniture and equipment. Further, Dayton Children’s Hospital shall hold the University harmless from all liability associated with the for installation, operation,
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and maintenance costs of the furniture and equipment; and the construction, operation
and maintenance costs of the facility sections where it is housed and used.

5. **Compliance with federal, state and local law.** Dayton Children’s Hospital complies
with all pertinent federal, state and local laws as well as state administrative regulations.

6. **Competitive bidding.** Dayton Children’s Hospital will use competitive bidding
procedures which include, at a minimum, publishing advertisements 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.

7. **Appropriation administrative fee.** The University shall be reimbursed for
administrative costs incurred as a result of the project. Such administrative costs shall be
three thousand dollars ($3,000) which is equal to 1.5% of the State Capital Appropriation
(C27587), and shall be paid to the University upon receipt of the appropriation.

8. **Amendments.** This agreement may be modified or amended only in writing, signed by
both parties and approved by the Ohio Department of Higher Education.

9. **Payment.** The parties anticipate that the appropriated funds will be released by an
approved Controlling Board request directly to the University. Dayton Children’s
Hospital shall submit invoices and related documentation to the reasonable satisfaction of
University, after which the University shall transfer the appropriate amounts to Dayton
Children’s Hospital.

10. **Terms and conditions of use.** The University will inform BSOM students and residents
of the requirement to comply with the policies, procedures and rules of Dayton
Children’s Hospital while in or using the facility, furniture and equipment at Dayton
Children’s Hospital.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year written
below:

Wright State University

BY: [Signature]

Date: 6/4/19

Walter Branson, Vice President for Business and Finance
Wright State University
Joint Use Agreement
The Ohio Department of Higher Education

Dayton Children's Hospital

By: [Signature]

Deborah Feldman, President and CEO
Dayton Children’s Hospital

Date
3/26/19
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Attachment A

Project: Center for Community Health and Advocacy
Date: March 19, 2019

Section I: State appropriation information.
1. Amount of state appropriation provided: $200,000
2. Estimated annual debt service on the appropriation: $15,375.23
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

<table>
<thead>
<tr>
<th>Use(s) of the facility*</th>
<th>Annual value of use</th>
<th># of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Education, clinic and meeting space. Including the furniture and equipment in the clinics, educational meeting spaces and patient family education and consultation spaces.</td>
<td>$32,219.17</td>
<td>20</td>
</tr>
<tr>
<td>b.</td>
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</tbody>
</table>

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

Section III:
Wright state University (University) Boonshoft School of Medicine (BSOM) students, resident and faculty will regularly use the Dayton Children’s Hospital Center for Community Health and Advocacy (center) facility, at least 112 days per academic year for the education and training of medical students and residents.

28 days – BSOM Medical students
24 days – BSOM Pediatric Residency
30 days – 2nd Yr BSOM Pediatric Residency
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30 days - BSOM Family Medicine Residents

112 days Total

Four BSOM department faculty and hospital staff members will oversee and coordinate the medical student and residency experiences. Again, the University and BSOM faculty, staff, students and residents will have access more frequently and as needed, but at least 112 days annually.

The cost annual for the Center for Community Health and Advocacy, with BSOM having access for use at least 112 days annually, the minimum annual use rate is $32,219.17.

The established rental rate for Dayton Children’s Center for Community Health and Advocacy facility is $21.00 per square foot. The medical student and residency experiences will be in 5,000 square feet of clinic space in the facility. $21 per square foot x 5000 = $105,000 or $287.67 per day. 112 x $287.67 - $32,219.17 in annual use rate.