DIRECTIVE 2019-048

November 6, 2019

RE: JOINT USE AGREEMENT BETWEEN NORTHEAST OHIO MEDICAL UNIVERSITY AND THE CLEVELAND CLINIC FOUNDATION

Northeast Ohio Medical University has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of seven hundred fifty thousand dollars. Northeast Ohio Medical University will use the funds to improve the facility owned by The Cleveland Clinic Foundation. As required by Ohio Administrative Code section 3333-1-03, Northeast Ohio Medical 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 Northeast Ohio Medical University and The Cleveland Clinic Foundation.

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 ("Agreement") is entered into by and between Northeast Ohio Medical University (NEOMED) ("University"), an instrumentality of the State of Ohio, created under Chapter 3345.12 of the Ohio Revised Code, whose address is 4209 State Route 44, Rootstown, Ohio 44272, and The Cleveland Clinic Foundation d/b/a /Cleveland Clinic ("Foundation"), an Ohio non-profit corporation doing business at 9500 Euclid Avenue, Cleveland, Ohio 44195 (collectively referred herein as "the Parties").

WHEREAS, the 132nd General Assembly has enacted House Bill Number 529 ("H.B. 529"), which includes Section 207.210 that provides for appropriation C30539 of capital improvement resource directed to the University for the use and further enhancement of the Foundation’s mission in cooperation with the University, in the sum of Seven Hundred Fifty Thousand Dollars ($750,000).

WHEREAS, the University will submit to the Ohio Department of Higher Education requests for the release of the $750,000 appropriation herein identified which will be used by the Foundation for certain capital improvements of the Cleveland Clinic Children's Outpatient Therapy Services Medina ("Facility") located in Medina County, Ohio, as described in Attachment B.

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, the University has demonstrated that the value of the use of the Facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A.

WHEREAS, Akron General Medical Center will host clinical rotations and clerkships for University's medical students.

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

Facility or equipment owned, to be built or purchased by nonprofit or public body. The name of the Facility is the Cleveland Clinic Children's Hospital for Rehabilitation, Therapy Services Medina. The address of this satellite location is 2508 Medina Rd, Medina, OH 44256,
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1. Medina County, Ohio. The Cleveland Clinic Foundation has a 20 year long term lease for the Facility and property.

2. **Use of the Facility or equipment by public institution.** At no cost to the University or NEOMED students, the Foundation will provide NEOMED students with the right to access and engage in a project that fits his or her curriculum developed and approved by the Foundation and hosted at the Facility. This could be an independent study project, a practicum project, capstone project, summer research fellowship project, or another approved project that incorporates components of care provided at the Facility. These components include, and are not limited to: nutrition, social work/care management, mental health, neonatal abstinence syndrome (NAS), adolescents, parenting, wellness, obesity, adaptive sports for children with impairments, physical activity for adolescents with disabilities, preventative health and wellness, pediatric outcomes research, transition of therapy services into adulthood, multiple sclerosis, autism, muscular dystrophy, Down Syndrome, and cerebral palsy. Therapists, clinical managers, and/or directors will guide students as needed, providing mentoring, shadowing, consultation, and coordination for the students as they work through their projects and curriculum. Throughout the course of this Agreement, the Parties may engage in similar activities and experiences as the Facility expands the services provided and as resources become available. The extent and nature of space to which NEOMED is by this agreement granted right for use, and the summary of the facility and capital equipment expenditures for this project are specified in the attachments A and B incorporated.

3. **Reimbursement of funds.** In the event the University’s right to use the Facility is terminated for any reason prior to twenty (20) years from the commencement date, the Foundation shall remit to the State of Ohio, a prorated portion of the H.B. 529 funds which shall be calculated by dividing the funds contributed by the State of Ohio by twenty (20) and multiplying that sum by twenty (20) less the number of full years the Facility is utilized by the University.

4. **Use of funds.** The funds provided under this Agreement shall only be used by the Foundation for capital appropriations to the Facility ("Project") as provided for in H.B. 529.

5. **Insurance for Facility and hold harmless.** The Foundation has in place general liability insurance at commercially reasonable amounts to cover both the improvements and the services performed under this Agreement. The Foundation shall hold the University, its officers, trustees and employees and the State of Ohio harmless from any obligations, expenses, liabilities or claims or any kind arising out of: (i) the construction, general
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operation or maintenance costs of the Foundation’s Facility and/or (ii) the University, its officers, trustees, or employees or the State of Ohio being named as a defendant in or party to any lawsuit or adjudicatory proceeding, if such lawsuit or adjudicatory proceeding arises out of an action or omission, or an alleged action or omission, of the Foundation, its officers, trustees or employees, including, but not limited to, the Foundation’s 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.

6. **Compliance with federal, state and local law.** The Foundation shall comply with all applicable federal, state and local laws as well as state administrative regulations including but not limited to the applicable rules in Chapter 9, 123 and 153 of the Ohio Revised Code and associated regulation of the Ohio Administrative Code.

7. **Competitive bidding.** The Foundation, in connection with the Project, shall follow competitive bidding procedures identified in Ohio Revised Code Chapter 153 for contracts for construction, including, but not limited to, publishing advertisements to seek bids, receiving sealed bids and awarding contracts to the lowest responsive and responsible bidders.

8. **Amendments.** Any amendments to this Agreement shall be in writing signed by the Foundation and the University and shall require approval by the Ohio Department of Higher Education.

9. **Approval required.** This agreement shall have a twenty (20) year term commencing upon the availability of use of the facility to the NEOMED and shall end twenty (20) years thereafter.

10. **Review and inspection.** The Foundation shall, upon request, supply the Ohio Department of Higher Education with all pertinent records which measure the nature and extent of use of the Foundation Facility by the University, the terms and conditions governing such use and the specific benefits derived by the University under this Agreement.

11. **Payment.** An approved Controlling Board Request will release funds to the University. NEOMED shall waive its reimbursement for administrative costs (1.5%) incurred as a result of this project. After release of funds the Foundation shall submit to the University an appropriate invoice/invoices with documentation of competitive bidding, including, but not limited to, published advertisement and bid tab confirming the contract was

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awarded to the lowest responsive and responsible bidder. Upon review and approval of submitted request for payment, the University shall transfer the appropriate funds to the Foundation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date set forth below.

THE CLEVELAND CLINIC FOUNDATION

By: [Signature]
Karen Murray, M.D.
Institute Chair, Cleveland Clinic Children's Hospital for Rehabilitation

Date: 7/3/19

NORTHEAST OHIO MEDICAL UNIVERSITY

By: [Signature]
[Name] JOHN CURRY
[Title] VICE PRESIDENT

Date: 9/4/19

Advisory Board, as to form and law by:

[Signature]
Maria R. Schimer, J.D., M.P.H.
Date 9/4/2019

General Counsel

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Attachment A

Project: Cleveland Clinic Children's Outpatient Therapy Services Medina

Date: 

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.

Section I: State appropriation information.
1. Amount of state appropriation provided: $750,000.00
2. Estimated annual debt service on the appropriation: $57,658.00
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

Use(s) of the facility*  | Annual value of use  | # of years
------------------------|----------------------|---------
a. Onboarding fee for 15 students at Facility (100/each) | 1,500 | 20
b. Observation and mentorship by therapists (10hrs/month x $100/hr. x 12) | 16,180 | 20
c. Consultation and coordination by clinical manager or director (10hrs/month x $200 x 12) | 24,000 | 20
d. Meetings/discussions/document review. Class attendance by therapists and managers to assist with projects. 60hr/yr x $200 | 12,000 | 20
e. Coordination meetings with faculty to determine scope of projects and interview students. 25hrs/yr x $200.00 | 5,000 | 20
f. Total | 60,500 | 20

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

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Section III:
On a separate page, explain how each use listed in Section II was valued for this analysis.

The Masters in Public Health (MPH) program and Medical School program at Northeast Ohio Medical University will collaborate with the Cleveland Clinic Children's Outpatient Therapy Services in Medina County to provide education/mentorship experiences for at least 15 students in a given year. The students will identify a project to fit his or her curriculum that incorporates the practices at the Cleveland Clinic facility. The Cleveland Clinic assesses a one-time, per student, onboarding fee of $100 for all students that use their facility (a total of $1500/year). This one-time fee would be assessed to onboard the student until the intended graduation date. The Cleveland Clinic will provide time for faculty preparation and teaching time for their therapists (15 hours per month @ $100/hr.) and a clinical manager or director (10 hours per month @ $200/hr.) for mentorship, consultation and coordination of projects. The cost of this preparation and teaching time is [(15 x 100) + (10 x 200)] x 12 = $42,000/year. Cleveland Clinic will also provide consultation and coordination by clinical managers or directors for up to 10 hours per month @ $200 per hour. This is valued at $2,000 per month for 12 months, which equals $24,000 in one year. Additionally, 60 hours per year will be dedicated to meetings, discussions, and/or document review by therapists and managers at $200 per hour. This totals a value of $12,000. Lastly, Cleveland Clinic will provide coordination meetings with faculty to determine scope of projects and interview students. This will be up to 25 hours per year at $200 per hour, which amounts to $5,000 per year. Combined, the total of these funds is $60,500 year for a span of 20 years.
Cleveland Clinic Children’s Outpatient Therapy Services is looking to expand is capacity by moving its satellite location from its current site in Brunswick to a larger location in a more southern part of Medina County. Children’s Therapy Services has outgrown its current space, which is approximately 4,000 square feet in size. The new space will ideally be sized between 8,000-10,000 square feet, which will better address the goals of Cleveland Clinic to decrease patient wait time, and to provide care for more children.

This project will allow for expansion of current services, and special features that require a larger area. Examples include a rock climbing wall for children with issues involving motor skills, and areas for large group therapy sessions.

A key feature of this satellite location would be a newborn intensive care unit (NICU) transition clinic that would address the needs of premature infants at risk for neurological issues and delays, including babies born with Neonatal Abstinence Syndrome (NAS). NAS describes babies who are born dependent on opiates, due to drug usage during pregnancy by an addicted mother. This region, and Ohio as a whole, is seeing an increase in babies born with NAS, and there is a great need to care for these infants.

Capital funds would support specialized technology such as testing equipment, lighting, and sensory devices designed to mitigate learning and developmental challenges NAS infants could face later in life.

Another important component of this project is the creation of a brand new sensory room. This sensory room would focus on improving daily functioning for children with sensory processing issues (such as autism and sensory integration dysfunction), and permitting freedom of movement in a safe environment for children with physical disabilities (such as Down syndrome and cerebral palsy). Spaces like this include specialized equipment, such as therapeutic swings, and low-level lighting.

The project will also help fund new and updated equipment related to treating a wide variety of conditions. Key examples include: Children with complex medical conditions, including cerebral palsy and muscular dystrophy; teens with autism, social skill concerns, and anger management issues; children with hemiplegia (paralysis); children with sensory and behavioral feeding issues (including autism and NAS); children and adolescents with pain issues, obesity, and deconditioned status; and children and teens with Down syndrome.