



DIRECTIVE 2020-017

April 20, 2020

RE: JOINT USE AGREEMENT BETWEEN LORAIN COUNTY COMMUNITY COLLEGE
AND MERCY HEALTH – REGIONAL MEDICAL CENTER LLC

Lorain County Community College has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of three hundred twenty-five thousand dollars. Lorain County Community College will use the funds to improve the facility owned by Mercy Health – Regional Medical Center LLC. As required by Ohio Administrative Code section 3333-1-03, Lorain County Community College 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 Lorain County Community College and Mercy Health – Regional Medical Center LLC.

This directive will take effect immediately.

Randy Gardner
Chancellor

mlc

JOINT USE AGREEMENT

This Joint Use Agreement (“Agreement”) is entered into by and between Lorain County Community College an instrumentality of the State of Ohio, created under Chapter 3354 of the Ohio Revised Code, whose address is 1005 N. Abbe Rd., Elyria, Ohio, 44035 (hereinafter referred to as “LCCC” and Mercy Health – Regional Medical Center LLC, (dba Community Health Partners Regional) - an Ohio limited liability company, whose address is 3700 Kolbe Rd, Lorain ,Ohio 44053 (hereinafter referred to as “Mercy Health”).

WHEREAS, Mercy Health was awarded \$325,000 under Ohio Capital Bill H.B. 529 for the renovation of the Mercy Health Regional Behavioral Health Access Center located at 3700 Kolbe Road, Lorain, Ohio 44053.

WHEREAS, Mercy Health’s plans call for the renovation of existing property to create a dedicated space to care for the behavioral health patients. The center will have beds for acute care as well as observation beds in which patients can receive group treatment and medication support. Renovating the Behavior Health Access Center will provide safe, quality, and compassionate care to patients with mental health and addiction emergencies, by being able to assess and disposition patients to the appropriate level of care as quickly as possible.

WHEREAS, Mercy Health and LCCC will collaborate to provide improved facilities and services to behavior health patients and provide further instruction, training and experiences to LCCC students and faculty.

WHEREAS, Mercy Health agrees to allow LCCC to utilize the renovated space for the continuation of the clinical instruction for the Behavioral Health Nursing program.

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, LCCC 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.

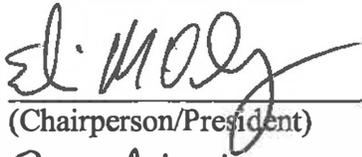
NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the parties as follows:

1. **Facility or equipment owned, to be built or purchased by nonprofit or public body.** Mercy Health owns the property at Mercy Regional Medical Center at 3700 Kolbe Road, Lorain OH 44053.
2. **Use of the facility or equipment by public institution.** The funds will be used for construction to renovate the existing Behavioral Health Access Center to dedicate space to care for behavioral health patients. The crisis center will have a total of six beds for acute care and observation in which patients can receive group treatment and medication support while awaiting a determination if admission to an in-patient unit is necessary. The term of the agreement is for at least 20 years from the time that LCCC has access to the Mercy Health Regional Behavior Health Access Center.
3. **Reimbursement of funds.** Mercy Health shall reimburse the state if LCCC's use of the Behavior Health Access Center is terminated prior to the expiration of the 20 year term, calculated by dividing the \$325,000 by 20 and multiplying that sum by 20 less the number of full years the facility is used by LCCC.
4. **Use of funds.** The funds will be used for construction and equipment within the renovated space and not operating cost.
5. **Insurance for facility and hold harmless.** Mercy Health has insurance for the Behavioral Health Access Center and shall hold LCCC harmless from all liability for construction, operation, and maintenance costs of the facility.
6. **Compliance with federal, state and local law.** Mercy Health will comply with all pertinent federal, state and local laws as well as state administrative regulations.
7. **Competitive bidding.** Mercy Health will follow competitive bidding procedures as outlined generally in Ohio Revised Code Chapter 153, which shall include, as a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders for the construction of the Behavior Health Access Center.
8. **Appropriation administrative fee.** Mercy Health will reimburse LCCC for administrative costs incurred as a result of the project equal to 1.5% of the appropriated amount, a total of \$4,875.
9. **Amendments.** Any amendments to the JUA require the approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.

10. **Payment.** An approved Controlling Board request will release funds to LCCC. Funds will be reimbursed to Mercy Health after Mercy Health provides invoices or other evidence of expenditures for permitted uses of the capital funds. Such obligation must be properly documented to the reasonable satisfaction of LCCC.
11. **Terms and conditions of use.** When the BAC renovation is complete, LCCC, through direction and approval of Mercy, can utilize the renovated BAC facility for training, clinical instruction, and further learning opportunities as referenced in Attachment A, hereby incorporated.
12. **Recitals.** The recitals above are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Mercy Health – Regional Medical Center
“Mercy Health”



(Chairperson/President)

President Lorain market ✓

Lorain County Community College
“LCCC”



Marcia J. Ballinger, President

Attachment A

Project: Mercy Health Regional Behavior Access Center

Date: November 27, 2019

Section I: State appropriation information.

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|--|--------------------|
| 1. Amount of state appropriation provided: | <u>325,000</u> |
| 2. Estimated annual debt service on the appropriation: | <u>\$24,984.75</u> |
| 3. Term of the state bond, in years: | <u>20 years</u> |

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. <i>LCCC will be able to use the newly renovated space for clinical instruction and presentation.</i>	<u>\$22,400.00</u>	<u>20</u>
b. <i>LCCC will have access and use of the conference room for student debriefing, seminar, and presentations.</i>	<u>\$2,600.00</u>	<u>20</u>

Section III

- A.)** Clinical instruction takes place an average of 4 hours per day, (five days a week). The cost for a Mercy Health Preceptor Nurse (an instructor) is \$35 an hour. Clinical instruction occurs during the Fall and Spring Semesters, a total of 32 weeks a year. Therefore, the annual cost would be \$22,400. (Calculation: $4\text{hours} \times 5\text{ days a week} \times \$35\text{hr} \times 32\text{ weeks} = \$22,400.$)
- B.)** The total cost for a conference room rental is \$100 per hour, which covers the facilities and audio visual fees. LCCC faculty and students will be able to use the space for a minimum of 26 hours throughout the fall and spring semester. (Calculation: $\$100/\text{hour} \times 26\text{ hours} = \$2600.$)