



DIRECTIVE 2021-018

June 4, 2021

RE: JOINT USE AGREEMENT BETWEEN LORAIN COUNTY COMMUNITY COLLEGE
AND LORAIN COUNTY HEALTH & DENTISTRY

Lorain County Community College has been granted appropriations contained in Senate Bill 310 of 133rd General Assembly in the amount of three hundred ten thousand dollars. Lorain County Community College will use the funds to improve the facility owned by Lorain County Health & Dentistry. 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 Lorain County Health & Dentistry.

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 North Abbe Road, Elyria, Ohio 44035 (hereinafter referred to as “LCCC”), and Lorain County Health & Dentistry (hereinafter referred to as “LCHD”), an Ohio non-profit organization and federally qualified health center, whose address is 1205 Broadway Avenue, Lorain, Ohio 44052.

WHEREAS, the 133rd General Assembly enacted Senate Bill 310 which appropriates C38328, Lorain County Medical and Dental Expansion, the sum of Three Hundred Ten Thousand Dollars (\$310,000).

WHEREAS, these funds will be used to expand medical and dental services to low-income residents of Lorain County through furnishing certain dental equipment for the new Lorain Medical and Dental Expansion, at the new location, 801 Middle Ave, Elyria, Ohio.

WHEREAS, LCHD utilizes the Protocol for Responding to and Assessing Patients’ Assets, Risks, and Experiences (PRAPARE) national model to collect and apply the data to better understand patients’ social determinants of health, transform care to meet the needs of patients, and ultimately improve health and reduce costs. This data will help link patients to educational and career services at LCCC.

WHEREAS, more than 30% of LCHD’s workforce has graduated from LCCC.

THEREFORE, this agreement will provide an opportunity for LCCC students to obtain clinical instruction and observation at the LCHD in Elyria, Ohio. LCCC’s dental hygiene students will benefit directly from a new health center in Elyria, from experiential learning opportunities and future employment opportunities.

WHEREAS, Ohio Administrative Code §33333-1-03(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.

Joint Use Agreement

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


1. **Equipment owned, to be purchased by nonprofit or public body.**
Dental equipment for dental operatories, to be located at 801 Middle Avenue, Elyria, Ohio, 44035. The equipment will be owned and operated by LCHD.
2. **Use of the facility or equipment by public institution.**
Funds will be used to purchase new dental equipment for the six dental operatories in the new LCHD Elyria location. Students from LCCC will be afforded the opportunity to have clinical instruction at the new location in dental hygiene, as referenced in Attachment A, hereby incorporated . In addition, the LCHD will hire student interns enrolled in career paths in accounting and business management, to work in the administration offices. These services will be available to LCCC students for at least 20 years from the time the center is ready for occupancy.
3. **Reimbursement of funds.**
The State of Ohio shall be reimbursed by LCHD should LCCC's right to use the facility or equipment be terminated by LCHD prior to the expiration of the 20-year term, calculated by dividing \$310,000 by 20 and multiplying that sum by 20 less the number of full years the center is used by LCCC.
4. **Use of funds.**
Funds will be used to purchase capital equipment for the new medical and dental center.
5. **Insurance for facility and hold harmless.**
LCHD has insurance for the center and shall hold LCCC harmless from all liability for construction, operation, and maintenance costs of the center.
6. **Compliance with federal, state and local law.**
LCHD will comply with all pertinent federal, state, and local laws as well as state administrative regulations.
7. **Competitive bidding.**
LCHD will follow competitive bidding procedures as outlined generally in Ohio Revised Code Chapter 153, which shall include, as a minimum, published advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder for the dental equipment for the new Medical and Dental Facility in Elyria.

Joint Use Agreement

8. **Appropriation administrative fee.**
LCCC will be reimbursed for administrative costs incurred as a result of the Project in the amount of \$4,650, which is equal to 1.5% of the appropriated amount of the Funds.
9. **Amendments.**
Any amendments to the JUA require 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 LCHD after LCHD 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.**
LCCC can use LCHD's Elyria Medical and Dental Center during hours of operation; generally, these hours are 8:00am through 5:00pm, Monday through Friday.

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

Lorain County Health & Dentistry
"LCHD"


Stephanie Wiersma, President/CEO

Lorain County Community College
"LCCC"


Marcia J. Ballinger, President

Joint Use Agreement

Attachment A

Project: Elyria Medical and Dental Facility

Date: May 13, 2021

Section I: State appropriation information.

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| 1. Amount of state appropriation provided: | \$310,000 |
| 2. Estimated annual debt service on the appropriation: | \$23,832 |
| 3. Term of the state bond, in years: | 20 years |

Section II: Estimated value of use of the facility.

<u>Use(s) of the facility*</u>	<u>Annual value of use</u>	<u># of years</u>
a. <i>Student Experiential Learning—Health professions</i>	\$ 9,600	20
b. <i>Student Training—Business Administration</i>	\$ 14,256	20
c.	\$	
d.	\$	
e.	\$	
f.	\$	

Joint Use Agreement

Section III:

- A. Dental Hygienists will receive instruction for approximately 120 hours of their clinical rotation requirement. The cost for an LCHD Preceptor Hygienist (an instructor) is \$40, which is determined by the current pay rate of Dental Hygienist at LCHD plus approx. 20% for employment benefits. Clinical rotation occurs during the fall and spring semester. One student will be enrolled per semester. Therefore, the annual cost would be \$9,600 (Calculation: 120 hours x \$40/hour x 2 students=\$9,600).

- B. Marketing/Business students will be hired for a paid summer internship at LCHD. One student per summer would be expected to be hired at a pay rate of \$16.50 per hour for 40 hours per week for approximately 11 weeks. In addition, the cost of the preceptor for this student is estimated at 12 hours of specific training per week at a cost of \$53 per hour, which is determined using a blended rate of pay for current LCHD finance and marketing staff. Therefore, the annual cost would be \$14,256. (Calculation: 40 hours x 11 weeks x \$16.50/hour = \$7,260 plus 12 hours x 11 weeks x \$53.00/hour = \$6,996 for a combined total of \$7,260 + 6,996 = \$14,256).