



**DIRECTIVE 2021-048**

December 3, 2021

RE: JOINT USE AGREEMENT BETWEEN CLEVELAND STATE UNIVERSITY AND  
JENNINGS CENTER FOR OLDER ADULTS

Cleveland State University has been granted appropriations contained in Senate Bill 310 of 133<sup>rd</sup> General Assembly in the amount of two hundred fifty thousand dollars. Cleveland State University will use the funds to improve the facility owned by Jennings Center for Older Adults. As required by Ohio Administrative Code section 3333-1-03, Cleveland 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 Cleveland State University and Jennings Center for Older Adults.

This directive will take effect immediately.

  
\_\_\_\_\_  
Randy Gardner  
Chancellor

**JOINT USE AGREEMENT**  
**BETWEEN**  
**CLEVELAND STATE UNIVERSITY**  
**AND**  
**JENNINGS CENTER FOR OLDER ADULTS**

This **Joint Use Agreement** (“Agreement”) is entered into by and between **CLEVELAND STATE UNIVERSITY**, a public institution of higher education and an instrumentality of the State of Ohio, created under Chapter 3344 of the Ohio Revised Code, whose address is 2121 Euclid Avenue, Cleveland, Ohio 44115-2214 (“University”) and **JENNINGS CENTER FOR OLDER ADULTS**, an Ohio non-profit corporation, whose address is 10204 Granger Road, Garfield Heights, OH 44125 (“Jennings”).

**WHEREAS**, the 133rd Ohio General Assembly passed Senate Bill Number 310, which appropriates in Section 207.08, line C26090 the sum of Two Hundred Fifty Thousand Dollars (\$250,000) (“Funds”) to University to be used for Jennings Safe Movement Equipment program; and

**WHEREAS**, the Funds will be used for the purchase and installation of ceiling mounted lift systems throughout Jennings nursing home to reduce manual lifting and transfer injuries among nursing home residents and staff; and.

**WHEREAS**, University’s mission is to provide an education of high quality to students with diverse backgrounds, experiences, and educational needs, as well as serve as a catalyst, leader, and partner in the ongoing enhancement of the quality of life and economic viability of the region and the State of Ohio; and

**WHEREAS**, Jennings is an Ohio non-profit corporation that celebrates and nurtures individuals as they age, through exceptional choices and continuous innovation, Jennings has been a leader in serving Northeast Ohio’s aging population since 1942 and annually supports over 1,500 older adults with critical health care, residential and community-based services in Garfield Heights, Shaker Heights, Brecksville and Chardon, Ohio; and

**WHEREAS**, it is the goal and intention of this Agreement that University and Jennings will establish and maintain an educational relationship that will be mutually beneficial to both parties; 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.

**WHEREAS**, University has demonstrated that the value of the use of the equipment is reasonably related to the amount of appropriation as set forth herein.

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

1. **Equipment to be Purchased and Owned by Jennings.**

Safe Movement Equipment, including ceiling mounted ceiling lifts and related, ancillary equipment will be purchased and installed at Jennings, located at 10204 Granger Rd. Garfield Heights, Ohio which is fully owned by Jennings.

2. **Use of the Project Equipment by University.** Jennings will collaborate with Cleveland State University School of Health Sciences Physical Therapy Program, as outlined in **Attachment A – JOINT USE AGREEMENT WORKSHEET BETWEEN CLEVELAND STATE UNIVERSITY AND JENNINGS CENTER FOR OLDER ADULTS**, attached hereto and incorporated herein by reference, which will introduce the use of ceiling-mounted lift systems to enhance health outcomes for weight-bearing nursing home residents through the use of ambulation harness slings. Program professors will educate staff in the use of these slings which will attach to weight bearing individuals from the ceiling-mounted lift system to help them gain a sense of security and independence while standing and walking to enhance their mobility. Staff will be trained in the use of the harness slings to help these individuals perform daily activities and physical exercise without the use of a mobility aid. University will incorporate the use of Jennings' Safe Movement Equipment in practicums for students in various health professions programs, exposing them to innovative methods that enhance nursing home resident safety and mobility. The term of Jennings Safe Movement Equipment use by University will be at least 20 years from the time the equipment is ready to be used.

3. **Reimbursement of funds.** In the event that University's right to use the equipment is terminated by Jennings prior to the expiration of the twenty (20) year term, Jennings shall remit to the State of Ohio a prorated portion of the Funds appropriated, 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 equipment is used by the University.

4. **Use of funds.** The Funds shall be used only for capital improvements and not operating costs, as defined in the bill appropriating the funds, Senate Bill Number 310 of the 133rd Ohio General Assembly and as contemplated under this Agreement.

5. **Insurance for facility and hold harmless.** Jennings will obtain and maintain for the entire term of this Agreement, at its own cost, commercial general liability insurance covering the equipment in an amount not less than One Million Dollars per occurrence and Two Million Dollars

aggregate. A certificate reflecting the continuing coverage of all such policies procured by Jennings in compliance herewith shall be delivered to University upon request at least thirty (30) days prior to the time such insurance is required to be carried by Jennings, and thereafter at least thirty days prior to the expiration of any policies. Such insurance shall name University as an additional insured. Such policies shall bear an endorsement stating that the insurer agrees to notify University not less than thirty days in advance of any proposed modification or cancellation of any such policy. Jennings shall hold the University harmless from all liability for construction, operation, and maintenance costs related to this Agreement. Jennings' facilities are insured through property and casualty insurance coverage.

6. **Compliance with federal, state and local law.** Jennings shall comply with all pertinent federal, state and local laws as well as state administrative regulations.

7. **Competitive bidding.** Jennings shall follow competitive bidding procedures, which include, at a minimum, obtaining bids from at least three vendors and awarding contracts to the lowest and/or best responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.

8. **Appropriation administrative fee.** University will be reimbursed for administrative costs incurred as a result of the project equal to 1.5% of the appropriated amount.

9. **Amendments.** Any amendment to this Agreement shall be in writing, signed by Jennings and University and shall require the approval by the Ohio Department of Higher Education and the Chancellor before any amendment takes effect.

10. **Payment.** An approved Controlling Board request will release project funds. Jennings shall submit invoices and related documentation to the reasonable satisfaction of the University after which the University shall transfer appropriate amounts to Jennings.

11. **Terms and conditions of use.** The term of this Agreement shall be for twenty (20) years, commencing when the equipment is ready to be used by University. Jennings will engage University staff from the School of Health Sciences in identifying final equipment selections and installation locations at Jennings to carry out the activities described in Section 2 of this Agreement. University's use of the equipment will commence as soon as equipment associated with these activities is installed.

12. **Records of University Use.** Either party to this Agreement, shall, upon request, supply the requesting parties with all pertinent records which measure the nature and extent of use of the facility by the University, the terms and conditions governing such use and the specific benefits derived by the University under this Agreement.

13. **Notices.** All notices to the parties shall be sent by registered or certified mail, postage prepaid and addressed to the parties at the addresses set forth below, or to such other address as either party shall have designated by prior notice.

If to University: Cleveland State University  
2121 Euclid Avenue AC 333, Cleveland, Ohio 44115  
Attn: Provost

With a copy to: Office of General Counsel  
Cleveland State University  
2121 Euclid Avenue AC327,  
Cleveland, Ohio 44115

If to Jennings: Jennings Center for Older Adults  
10204 Granger Rd.,  
Garfield Heights, Ohio 44125  
Attention: Allison Q. Salopeck  
With a copy at the same address to: Matthew Bollin

If to Chancellor: Ohio Department of Higher Education  
25 S. Front Street  
Columbus, Ohio 43215  
Attn.: Chancellor

14. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties hereto relating to the subject matter of this Agreement, supersedes all prior communications, proposals, representations, or other understandings, requirements, or agreement of any kind.

15. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and should not be given effect in the interpretation of this Agreement.

16. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

17. **Publicity.** Neither party shall use the other party's names, logos, trademarks, or other identifiers on any website or in any press release, advertisement or other marketing material without the other party's prior written consent to the specific instance of use.

18. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of University and Jennings and their respective successors and assigns. Neither this Agreement, nor any of its duties or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of University, Jennings or the Chancellor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the month, day and year signed.

UNIVERSITY:

CLEVELAND STATE UNIVERSITY

By: 

Harlan M. Sands, President

Date:

JENNINGS CENTER FOR OLDER ADULTS

By: 

Allison Q. Salopeck, President & CEO

Date: 11-8-2021

**Attachment A - JOINT USE AGREEMENT WORKSHEET BETWEEN CLEVELAND STATE UNIVERSITY AND JENNINGS CENTER FOR OLDER ADULTS**

**Project:** Jennings/CSU Ceiling-Mounted Lift Systems

**Date:** September 9, 2021

*Section I: State appropriation information.*

1. Amount of state appropriation provided: \$250,000
2. Estimated annual debt service on the appropriation: \$19,220
3. Term of the state bond, in years: 20

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

WHEREAS, the Funds will be used for the purchase and installation of ceiling mounted lift systems throughout Jennings nursing home to reduce manual lifting and transfer injuries among nursing home residents and staff; and WHEREAS these lift systems will be directly utilized to carry out the following activities in Jennings nursing home. .

<b>Use(s) of the facility*</b>		<b>Annual value of use</b>	<b># of years</b>
a. Seminars	\$	1,851.36	20
b. Full-time clinical rotations	\$	6,779.52	20
c. Capstone and research projects	\$	6,158.40	20
d. Short-term clinical training	\$	7,877.76	20
e.	\$	Total: \$22,667.04	20
f.	\$		

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

### ***Section III:***

#### **a. Seminars**

Jennings' physical therapy staff will present information to CSU health professions students including those studying physical, occupational and speech language pathology in classes, seminars, and other educational forums held at Jennings. These will include direct demonstration and use of the ceiling-mounted lift systems to be installed at Jennings. These educational forums will be provided by Jennings at no charge to CSU. The value of these educational forums (including preparation and presentation time) was calculated as follows: 19 seminars x 2.03 hours of preparation and presentation time = 38.57 hours x \$48 per hour (including benefits) = \$1,851.36 per year. The hours dedicated to this value are based on Jennings' experience with the number of hours required to prepare and present similar educational forums over a period of one year. The hourly rate associated with this value is based on Jennings' hourly rate for a contracted physical therapist.

#### **b. Full-time clinical rotations for CSU students (PT, OT, SLP, and other health professions)**

Students consume resources while on rotation at healthcare facilities, mostly through the preceptor's lost productivity in direct patient care. In a study performed at the College of Pharmacy and Health Sciences of Drake University, in Des Moines, Iowa, preceptors spent about 21% of their time either teaching or supervising their students. There is a cost to training preceptors and a further cost to displacing them from their operational duties when they are teaching. In order to ensure student access to quality health care facilities over the long run, many health care facilities are beginning to charge educational institutions for experiential learning at their organizations. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2826958/>

Jennings will provide CSU with PT, OT and SLP clinical student rotations at no charge. These clinical rotations will involve the direct demonstration and utilization of the ceiling-mounted lift systems - the value of which was calculated as follows: 3.21 hours per week of clinical rotation supervision x \$48 per hr.(benefits included) = \$154.08 per week x 44 weeks = \$6,779.52 per year. The hours dedicated to this value are based on Jennings' experience with the minimum number of hours required to provide past clinical student rotations at Jennings. The hourly rate associated with this value is based on Jennings' hourly rate for a contracted physical therapist.

#### **c. Capstone and research projects for CSU students (across health professions programs)**

We anticipate at least 5 PT, OT, and/or SLP students from CSU will complete a capstone experience at Jennings. CSU students' capstone experiences will include an assigned project that will help them learn more about Jennings' strategies and policies related to the ceiling-mounted lift systems. These projects may include research on the use of the ceiling-mounted lift systems, maintaining a portfolio of related findings or results, and creating a final product demonstrating the students' learning or conclusions regarding Jennings' ceiling-mounted lifts systems. CSU's capstone students will be assigned to a member of Jennings' nursing or physical therapy team who will oversee and assist the student in completing their capstone experience at Jennings. Students will be encouraged to think critically, solve challenging problems, and develop skills that will help prepare them for health professions careers. The value of CSU student capstone



experiences at Jennings was calculated as follows: 25.66 hours x 5 students = 128.3 hours x \$48 per hour (benefits included) = \$6,158.40. The hourly rate associated with this value is based on Jennings' hourly rate for a contracted physical therapist.

d. Short-term clinical training for CSU students across health professions programs

We anticipate approximately 80 students across CSU's health professions programs will complete short-term clinical training involving the demonstration, use and applications of the ceiling-mounted lift systems at Jennings. These training sessions will involve a Jennings site visit including classroom training, demonstrations and return demonstrations regarding the ceiling-mounted lift systems. A member of Jennings' nursing or physical therapy team will conduct the training at Jennings. The value of short-term clinical training for CSU students was calculated as follows: 41.03 short-term training sessions (involving an average of 2 students per session) x 4 hours per session = 164.12 hours x \$48 per hour = \$7,877.76. The hours dedicated to this value are based on Jennings' experience with the number of hours required to prepare and present similar training sessions over a period of one year. The hourly rate associated with this value is based on Jennings' hourly rate for a contracted physical therapist.