DIRECTIVE 2014-029

December 9, 2014

RE: JOINT USE AGREEMENT BETWEEN NORTHEAST OHIO MEDICAL UNIVERSITY, SUMMA HEALTH SYSTEM, AND SUMMA AKRON CITY AND ST. THOMAS HOSPITALS

Northeast Ohio Medical University has been granted appropriations contained in H.B. 497 in the amount of $750,000. Northeast Ohio Medical University will use the funds to improve the facility owned by Summa Health System. 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 Regents’ website for purposes 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, Summa Health System and Summa Akron City and St. Thomas Hospitals.

This directive will take effect immediately.

John Carey
Chancellor, Ohio Board of Regents
Joint Use Agreement for Virtual Care Simulation Lab Project  
Amongst  
Northeast Ohio Medical University, Summa Health System, and Summa Akron City and St. Thomas Hospitals  

This Joint Use Agreement ("Agreement"), made and entered into as of this 11th day of September, 2014, by and between Northeast Ohio Medical University ("NEOMED"), with offices located at 4209 State Route 44, P.O. Box 95, Rootstown, Ohio, 44272, and both Summa Akron City and St. Thomas Hospitals and Summa Health System (collectively referred to as "Summa"), with offices located at 525 East Market Street, Akron, Ohio, 44309 and 1077 Gorge Blvd, Akron, Ohio, 44310, is for the purpose of delineating the use of Summa’s Virtual Care Lab Simulation Project (the "FACILITY"), which is to be rehabilitated for Summa in the City of Akron, Summit County, Ohio.  

RECITALS:  

WHEREAS, the Ohio General Assembly of the State of Ohio passed House Bill No. 497 which became effective on 1 July, 2014, and appropriated seven hundred fifty thousand dollars ($750,000) toward the cost of the FACILITY; and  

WHEREAS, the funds identified as the Virtual Care Lab Simulation Project are to be used to pay a portion of the cost of construction and outfitting of the FACILITY as defined in House Bill 497 appropriating such funds and as outlined in Exhibit A; and  

WHEREAS, Summa has been providing simulation and skills training as a routine part of education and staff development for more than 2 decades. In the past decade, Summa has rapidly expanded its use of medical simulation to include almost 8,000 sq. ft. dedicated to education and patient safety; with 9,000 learners annually with 10% growth each year. This project will serve to support and enhance the current infrastructure at Summa.  

WHEREAS, both NEOMED and Summa desire to support their longstanding partnership and to promote and strengthen medical education at NEOMED and Summa; and  

WHEREAS, Summa is a Major Teaching Affiliate of NEOMED where required clerkships, rotations and electives are conducted for medical and pharmacy students; and  

WHEREAS, Summa has agreed to allow NEOMED to use the FACILITY for undergraduate medical education purposes on a priority basis; and  

WHEREAS, NEOMED has concluded that the value of the use of the FACILITY by NEOMED as provided in this Agreement is reasonably related to the amount of the appropriation; and
WHEREAS, State of Ohio capital appropriations released through the Ohio Board of Regents require compliance with Ohio Administrative Code Rule 3333-1-03, which specifically provides for the execution of a Joint Use Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is hereby agreed between the parties hereto as follows:

SECTION 1. GENERAL PROVISIONS

The parties hereby agree to the following:

a. The FACILITY renovation will occur on two parcels of land in the City of Akron, Summit County, Ohio, presently owned by Summa: 1) Summa Corporate Center is located at 1077 Gorge Street, Akron, Ohio and 2) Akron City Hospital is located at 525 East Market Street, Akron, Ohio, respectively;

b. Summa shall be responsible for the acquisition and modifications of all property identified as the site of the FACILITY;

c. Summa shall own the FACILITY and the real property upon which the FACILITY is renovated;

d. Summa shall be responsible for the renovation of the FACILITY and for all costs, liabilities and claims that arise from, or are attendant to, the renovation of the FACILITY;

e. The FACILITY shall consist of capital improvements at Summa’s two Virtual Care Simulation Centers and the Center for Preclinical Research & Surgical Skills Training as outlined below and in Exhibit A (attached) and which will continue to be housed as part of the Summa campus in Akron, Ohio where NEOMED students are currently receiving medical training.

The first facility is the Virtual Care Simulation Laboratory – Corporate Center located at Summa owned property at 1077 Gorge Street, Akron, Ohio and encompasses 3,888 square feet of space which will be rehabilitated to accommodate individual, small group and large group learning. Portable dividers with sound proofing capabilities will be used to provide a flexible environment that will reduce noise transfer, to provide privacy during teaching, improve communication within the space, and enhance patient assessments and student evaluations. All core and secondary cameras, video systems, projectors/monitors and computer networks will be upgraded and integrated into a web based learning management system with improved multimedia capabilities. All NEOMED medical and pharmacy faculty, as well as medical and graduate students will have access to the space after completing Summa provide orientation programs.
The second facility includes the Obstetrics and Gynecology, Operating Room (OR) & Surgery Simulation Suites in the Virtual Care Simulation Laboratory and the Center for Preclinical Research and Surgical Skills Training located at Summa owned property at 525 East Market Street and encompasses 2,088 square feet of space which will be rehabbed to better accommodate individual and small group learning. All core and secondary cameras, video systems, projectors/monitors and computer networks will be upgraded and integrated into a web based learning management system with improved multimedia capabilities. The mock OR and the animate lab surgical suites will undergo a major equipment modernization to better simulate the current operating room environment at Summa. It will also include a multimedia upgrade to permit live, real-time exchange or recording of OR cases from the Human Operating Rooms, the animate lab or the mock OR. Contiguous space will be renovated to enhance the use of computer based virtual simulation models to facilitate student education of human deliveries, breech births, the intubation of infants, and surgical techniques as well as interactions with patients in a variety of care settings, including the Operating Room, Surgery Suite, and the patient’s bedside. Adjacent storage and meeting room space will be outfitted with fixed storage units and multimedia capabilities. All NEOMED medical and pharmacy faculty, as well as medical and graduate students will have priority access to this FACILITY.

This FACILITY will be capable of linking and transmitting programs from Summa’s training facilities to the NEOMED campus. This training will not be limited to Summa based rotators. Collaborative programs, including orientation to the FACILITY, will be developed to encourage use by all NEOMED faculty and students before, during and after their clinical surgical rotations.

SECTION 2. EXTENT AND NATURE OF SPACE AND USE BY NEOMED

Throughout the entire term of this Agreement, Summa shall make the Virtual Care Simulation Lab including the Center for Preclinical Research and Surgical Skills Training at the FACILITY available on an as needed and priority basis for undergraduate medical education of NEOMED students. This use is in addition to the use provided for in other agreements between the Parties, including affiliation, shared faculty agreements in place on the date of this Agreement and those agreements entered into by the parties in the future.

As each medical student progresses through his/her four years of education and training, it is anticipated that up to 75% of NEOMED medical students will participate in one or more required clerkships, rotations, collaborative simulation programs and/or electives at facilities within the Summa Health System. These rotations include Family Medicine, Internal Medicine, Emergency Medicine, Obstetrics Gynecology, Surgery, Orthopedics, Psychiatry, Radiology,
Ophthalmology and Pathology. These students will have priority access to these facilities as components of their training.

SECTION 3. IDENTIFICATION OF NEOMED

During the period of renovation, Summa shall provide a conspicuous notation upon or in the presence of the Project and in all publicity relating to the Project that funding is being provided through a Joint Use agreement with NEOMED.

SECTION 4. TERM

This Agreement shall become effective upon its execution by the parties hereto, and shall remain effective until twenty (20) years after the operational opening of the FACILITY. The terms and conditions of the use of the FACILITY by NEOMED shall be more favorable than the terms and conditions of use by the public or by other similar entities. NEOMED and the Ohio Board of Regents shall, upon request, be provided with pertinent records by Summa that measure the nature and extent of the use of the FACILITY by NEOMED and other areas of the FACILITY.

SECTION 5. TERMINATION

In the event that Summa desires to terminate this Agreement prior to the expiration of its term, written notice of either party's intent to terminate this Agreement shall be given to the other party at least six (6) months prior to the effective date of termination.

SECTION 6. REIMBURSEMENT TO STATE UPON TERMINATION

In the event that NEOMED's right to utilize the FACILITY is terminated by Summa prior to the expiration of the twenty (20) year term, the State of Ohio shall be reimbursed. Such reimbursement shall be calculated by dividing the amount of funds contributed by the State of Ohio by twenty (20) and multiplying that number by twenty (20) less the number of full years the FACILITY has been utilized by NEOMED. For the purposes of this paragraph, NEOMED's utilization of the FACILITY shall constitute the availability for the use contemplated in Section 2 of this Agreement.

SECTION 7. INDEMNIFICATION OF NEOMED

Summa shall indemnify and hold harmless NEOMED, its officers, trustees, and employees from any and all liability arising from Summa's design, construction, operation, and maintenance of the Facility except where caused by the NEOMED's negligence. Summa will provide insurance on the building and equipment in this facility.

SECTION 8. BIDDING PROCEDURES AND PREVAILING WAGE
Summa shall use, where applicable, competitive bidding procedures equivalent to those enumerated in relevant provisions of Chapter 153 of the Ohio Revised Code and pay prevailing wage.

SECTION 9. REIMBURSEMENT TO NEOMED FOR ADMINISTRATIVE COSTS

Summa shall reimburse NEOMED for reasonable administrative costs incurred as a result of the FACILITY project, but that shall not exceed 1.5% of the appropriated amount (Total $11,250). NEOMED, in its discretion, may waive these costs.

SECTION 10. FUNDS TO BE USED FOR CAPITAL IMPROVEMENTS

The funds appropriated for the FACILITY by the State of Ohio shall be used only for the capital improvements as provided in House Bill No. 497.

SECTION 11. COMPLIANCE WITH LAWS

Summa shall comply with all pertinent federal, state and local laws and administrative regulations.

SECTION 12. DISTRIBUTION OF FUNDS

Upon execution of this Agreement, NEOMED shall submit to the Ohio Board of Regents a formal request for release of the seven hundred fifty thousand dollars ($750,000) dollars appropriated for the FACILITY by the State of Ohio in House Bill 497. After release and encumbrance of the funds, NEOMED shall from time to time seek disbursements as herein provided. Summa shall submit to NEOMED requests for payments of amounts due, no more than monthly, along with documentation for contracted work on or after the times the work is completed and for no more than a total of seven hundred fifty thousand dollars ($750,000), less administrative costs if NEOMED requests them. NEOMED shall then initiate steps to obtain disbursement of the amount requested and upon receipt of such monies transmit such funds to Summa.

SECTION 13. NOTICE

All notices to the Parties shall be addressed to the Parties at the addresses set forth below, or to such other address as either party, or its attorney, shall have designated by notice given in accordance with the provisions of this paragraph. All notices shall be addressed and mailed, postage prepaid, or delivered as follows:

To Summa: Summa Health System  
P.O. Box 2090  
Akron, Ohio 44309-2090
SECTION 14. AMENDMENTS

Any amendments to this Agreement shall require prior written approval of the Parties. Any such amendments shall be submitted to the Ohio Board of Regents for review and approval.

SECTION 15. BINDING NATURE

This Agreement shall be binding upon and inure to the benefit of Summa and NEOMED and their respective successors.

SECTION 16. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement of the Parties concerning the subject matter hereof and, except for existing written agreements between Summa and NEOMED, including without limitation the Affiliation Agreement and all other agreements covering separate subject matter, which shall not be affected hereby. Any and all other oral or written agreements, discussions, representations, promises and understandings concerning the FACILITY made or arrived at prior to or contemporaneously with this Agreement are hereby mutually revoked, withdrawn, rescinded and rendered null and void by the Parties.

SECTION 17. INVALID PROVISION
The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

SECTION 18. SECTIONS AND HEADINGS

Headings in this Agreement are for convenience only and shall not be given effect in the interpretation of this Agreement. Unless otherwise indicated, references to Sections are to Sections of this Agreement.

SECTION 19. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

SUMMA HEALTH SYSTEM

By: ____________________________
    CEO

SUMMA AKRON CITY AND ST. THOMAS HOSPITALS Approved as to form and law:

By: ____________________________
    EVP/General Counsel

NORTHEAST OHIO MEDICAL UNIVERSITY

By: ____________________________
    President

NORTHEAST OHIO MEDICAL UNIVERSITY

By: ____________________________
    General Counsel, NEOMED

[Signature]

[Signature]

Maria R. Schimer, M.P.H., J.D.
EXHIBIT A

Summa Health System has been providing simulation and skills training as a routine part of education and staff development for more than two decades. In the past decade, Summa has rapidly expanded its use of medical simulation so that 9,000 learners use its simulation lab annually with 10% growth each year. The FACILITY project will serve to construct, renovate or improve the Virtual Care Simulation Laboratories and the Center for Preclinical Research and Surgical Skills Training infrastructure at Summa Health System. Capital improvements, funded through House Bill 497 may consist of renovation, construction, alteration, or other structural, mechanical, electrical, or telecommunication improvements as described below and per applicable regulations. In accordance with 3333-1-03(g), should the project budget exceed appropriated funds, the institution will either supplement funding from its own resources or revise the scale or scope of the project to bring the budget into balance with appropriated funding.

FACILITY project: Renovate and construct the Virtual Care Simulation labs and infrastructure at Summa Health System affiliated locations, including Akron City/St. Thomas Hospital and Corporate Center, to expand and enhance simulation and/or animate training facilities and resources as follows:

a. Telecommunication/Video Communication: Integrate, upgrade, improve and/or expand telecommunication and video communication capabilities to ensure medical education training is easily accessible and available to as many individual learners as possible.

b. Educational Tracking and Assessments: Integrate, upgrade, improve and/or expand learning management system capabilities to effectively track, record and evaluate individual educational learning success or deficiencies, as well as provide electronic access to educational materials and resources, when applicable.

c. Facility Improvements: Upgrade, improve and/or expand structural components, equipment and furnishing of simulation and animate training facilities to enhance the learning environment, improve efficiency and maximize space and resource utilization.

d. The FACILITY shall consist of capital improvements at Summa’s two Virtual Care Simulation Centers and the Center for Preclinical Research & Surgical Skills Training as outlined below and in Exhibit A (attached) and which will continue to be housed as part of the Summa campus in Akron, Ohio where NEOMED students are currently receiving medical training.
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This FACILITY will be capable of linking and transmitting programs from Summa’s training facilities to the NEOMED campus. This training will not be limited to Summa based rotators. Collaborative programs, including orientation to the FACILITY, will be developed to encourage use by all NEOMED faculty and students before, during and after their clinical surgical rotations.
Section I: State appropriation information.
1. Amount of state appropriation provided: $750,000
2. Estimated annual debt service on the appropriation: $67,657
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. OB Child Deliveries and Breech Birth</td>
<td>$58,219.27</td>
<td>20</td>
</tr>
<tr>
<td>b. Neonatal/Pediatric Intubation and resuscitation</td>
<td>$58,219.27</td>
<td>20</td>
</tr>
<tr>
<td>c. Surgery Observation/Animate &amp; Surgical Skills Training</td>
<td>$58,219.27</td>
<td>20</td>
</tr>
<tr>
<td>d. Patient Simulation and procedure training</td>
<td>$58,219.27</td>
<td>20</td>
</tr>
<tr>
<td>e. Disaster training</td>
<td>$58,219.27</td>
<td>20</td>
</tr>
<tr>
<td>f. Miscellaneous training/coursework</td>
<td>$58,219.27</td>
<td>20</td>
</tr>
</tbody>
</table>

* The annual value of use is $58,219.27. This number is calculated from 580 hours of total instruction from three instructors at an average hourly cost of $100.38. This value is projected to increase due to the rate of inflation and salary increases over the next 20 years.

Section III:

a. OB Child Deliveries and Breech Birth: This facility will provide NEOMED Medical Faculty and Students the opportunity to learn about and practice child birthing and deliveries including Breech Births on computerized, simulated models in rehabilitated space as described in the attached Joint Use Agreement.

b. Neonatal/Pediatric Intubation and Resuscitation: This facility will provide NEOMED Faculty and Medical Students with the opportunity to learn about and practice infant intubation and resuscitation on computerized simulated models in rehabilitated space as
Joint Use Agreement Worksheet
The Ohio Board of Regents

described in the attached Joint Use Agreement. Intubation of infants is extremely difficult
due to their size and with access to these simulators, students are able to learn in a safe
and constructive environment. Students will have the opportunity to get certified in
neonatal resuscitation through the large number of Neonatal Resuscitation Program
(NRP) offerings at Summa Health System.

c. Surgery Observation/Training: Summa Health System – Akron City Hospital is a primary
site for the NEOMED M3 student rotations in General Surgery, Orthopedics and OB/GYN.
In addition, these areas support numerous M4 rotations (rotators). This facility will provide
NEOMED Faculty and Medical Students with the opportunity to closely observe live
operating room cases in “real time” as these procedures are being performed or
participate in simulated or animate surgical procedural labs. This training will not be
limited to Summa based rotators. Collaborative programs will be developed to encourage
use by all students before, during and after their clinical surgical rotations. This will be
done in rehabilitated space of the Virtual Care Simulation Labs and the Center for
Preclinical Research and Clinical Skills Training or its registered off-site facilities.
Learning will be facilitated with the use of web-based inter-facility camera system and
learning management system as described in the attached Joint Use Agreement. In
addition, Students will have 24 hour, 7 days a week access to the Surgical Skills
Simulation Suite which is a registered test site for the Fundamentals of Laparoscopic
Surgery Program managed by Society of American Gastrointestinal and Endoscopic
Surgeons (SAGES) and contains sophisticated haptic feedback surgical trainers, box
trainers and minimally invasive surgical laparoscopic and endoscopic equipment during
selected rotations.

d. Patient Simulation and procedure training: Adult learning principles and medical
simulation learning theory are employed to create a cutting-edge and innovative
curriculum for NEOMED Medical Students. This facility provides students with the
opportunity to be trained in crisis resource management, code blue resuscitation, trauma
resuscitation, and other high-risk scenarios. Students participate in simulation sessions
that focus on the timely-_recognition, treatment, and life-saving interventions necessary to
resuscitate critically ill patients. Students are provided with immediate debriefing
regarding their patient management. A heavy emphasis is placed on teamwork,
Joint Use Agreement Worksheet
The Ohio Board of Regents
leadership, and communication in high-risk environments. Procedure simulation labs are
scheduled throughout the year that utilize sophisticated task trainers, cadaveric
specimens, and fresh frozen specimens. These labs provide hands on training in
procedures such as suturing, knot tying, central line placement, chest tube placement,
lumbar puncture, and intubation, highly sought after by NEOMED students.

d. Disaster training: Disaster training is provided in this facility in various formats from
tabletop exercises to very complex hands-on full disaster scenarios requiring dozens of
victims (actors) for mass casualty training/assessment. NEOMED students will potentially
be able to become certified in Basic Disaster Life Support and may participate in several
other federally funded courses that are planned to be held at Summa Health System.

f. Training/coursework: The simulation facilities at Summa Health System train over 10,000
students annually, many of which are already NEOMED medical students. The simulation
team offers over 25 different courses throughout any given year, open to all students
throughout several rotations. Additionally throughout the year, several NEOMED interest
groups have specialized training sessions setup by the Summa Simulation team
exclusively for NEOMED students (Surgery interest group, Emergency Medicine interest
group, OB/GYN interest group, etc).
## JOINT USE AGREEMENT ANALYSIS

**Date:** 9-11-2014  
**Institutions:** Northeast Ohio Medical University  
**SUMMA Health System**  
**Project Title:** SUMMA Regional Health Professions Virtual Care Simulation Labs  
**Capital Bill:** HB 497  
**Line Item (ALI):** C 3028

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<tbody>
<tr>
<td>1</td>
<td>Yes</td>
<td>Is the facility to be built/improved identified specifically by address or location? P 1, 1st Paragraph; P 2/3, Section 1.e.</td>
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<td>2</td>
<td>Yes</td>
<td>Does the non-profit organization now own the property or have a long term lease? If not, when will it control the property? P2, Section 1.a., c., and e.</td>
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<td>3</td>
<td>Yes</td>
<td>Does the agreement provide for use of the facility for at least 20 years from the time that it is ready for occupancy? P 4, Section 4</td>
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<td>4</td>
<td>Yes</td>
<td>If the agreement is terminated, is there a pro rata reimbursement clause? Is the reimbursement formula correct? P 4, Section 6</td>
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<td>5</td>
<td>Yes</td>
<td>Will funds be used only for capital improvements and not operating costs? P 5, Section 10</td>
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<td>6</td>
<td>Yes</td>
<td>Will the non-profit hold the institution harmless for all operation/maintenance costs? P 4, Section 7</td>
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<td>7</td>
<td>Yes</td>
<td>Will the non-profit comply with federal, state, and local laws and rules? P 5, Section 11</td>
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<td>8</td>
<td>Yes</td>
<td>Is the non-profit required to competitively bid as outlined generally in ORC Chapter 153 (published ads, sealed bids, public opening, award to lowest responsive and responsible bidder, etc.)? P 5, Section 8</td>
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<td>9</td>
<td>Yes</td>
<td>Does the contract provide for a 1.5% administrative fee for the institution? P 5, Section 9</td>
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<tr>
<td>10</td>
<td>Yes</td>
<td>Does the agreement require that amendments be approved by the Board of Regents? P 6, Section 14</td>
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<td>11</td>
<td>Yes</td>
<td>Is a drawdown schedule or payment procedure included? P 5, Section 12</td>
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<tr>
<td>12</td>
<td>Yes</td>
<td>Are the extent and nature of spaces and uses adequately described? P 2, 3 &amp; 4, Section 1 e &amp; Section 2</td>
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<tr>
<td>13</td>
<td>Yes</td>
<td>Are the terms and conditions of use of the facility described? P 3 &amp; 4, Section 2 &amp; Section 4</td>
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<td>14</td>
<td>Yes</td>
<td>Has the institution demonstrated that the value of the use of the facility is reasonably related to the amount of the appropriation? (See attached worksheet)</td>
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<tr>
<td>15</td>
<td>Yes</td>
<td>Is the facility insured? P 4, Section 7</td>
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