OHIO BOARD OF REGENTS

Consideration of a Joint Use Agreement between Cincinnati State Technical and Community College and Neighborhood Health Care, Inc.

RESOLUTION

WHEREAS, the 126th Ohio General Assembly enacted H.B. 699 which includes a specific capital appropriation of $175,000 to Cincinnati State Technical and Community College for the Neighborhood Health Care; and

WHEREAS, the Ohio Board of Regents' Rule 3333-1-03 requires that a joint use agreement between the institution for which funds are appropriated and the organization which will own or lease and operate facilities to be constructed or improved with such funds must be approved by the Chancellor; and

WHEREAS, Cincinnati State Technical and Community College and Neighborhood Health Care, Inc. have presented a joint use agreement for approval by the Ohio Board of Regents; and

WHEREAS, the agreement has been reviewed and its format is found to be appropriate, its description of extent and nature of use has been specified, and the commitment extends no less than fifteen years, and it is in conformity with Rule 3333-1-03; and

WHEREAS, the parties have determined that the value of the use is reasonably related to the amount of the appropriation; and

NOW, THEREFORE,

BE IT RESOLVED: that the Joint Use Agreement between Cincinnati State Technical and Community College and Neighborhood Health Care, Inc., and attached and made a part hereof, be approved.

Eric D. Fingerhut
Chancellor

10/9/07
Date

Joint Use Agreement between Cincinnati State Technical and Community College and Neighborhood Health Care, Inc.

BACKGROUND

H.B. 699 includes a specific capital appropriation of $ 175,000 to Cincinnati State Technical and Community College for Neighborhood Health Care, Inc (NHC). NHC owns and operates the facility to be improved with state capital funds. As required in Ohio Administrative Code section 3333-1-03, Cincinnati State Technical and Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

State funds will support various capital improvements to the NHC facility located at 2805 Gilbert Avenue, Cincinnati, Ohio.

REVIEW

Throughout the entire term of the agreement, NHC agrees to provide the following to Cincinnati State -

a. Co-operative education opportunities, work-study program placement, internships and externships to Cincinnati State Humanities students.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than fifteen years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

RECOMMENDATION

Staff recommends Chancellor approval of the Joint Use Agreement between Cincinnati State Technical and Community College and Neighborhood Health Care, Inc.

JOINT USE AGREEMENT ANALYSIS

Institutions Involved Cincinnati State College/Neighborhood Health Care, Inc

Project Title Walnut Hills/Evanstone Health Center

Capital Bill HB 699 Item CAP-042, Neighborhood Health Care

Yes 1. Is the facility to be built/improved identified specifically by address or location?

Yes 2. Does the non-profit organization now own the property or have a long term lease? If not, when will it control the property?

Yes 3. Does the agreement provide for use of the facility for at least 15 years from the time that it is ready for occupancy?

Yes 4. If the agreement is terminated, is there a pro rata reimbursement clause? Is the reimbursement formula correct?

Yes 5. Will funds be used only for capital improvements and not operating costs?

Yes 6. Will the non-profit hold the institution harmless for all operation/maintenance costs?

Yes 7. Will the non-profit comply with federal, state and local laws and rules?

Yes 8. 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.)?

Yes 9. Does the contract provide for a 1.5% administrative fee for the institution?

Yes 10. Does the agreement require that amendments be approved by the Board of Regents?

Yes 11. Is a drawdown schedule or payment procedure included?

Yes 12. Are the extent and nature of spaces and uses adequately described?

Yes 13. Are the terms and conditions of use of the facility described?

Yes 14. **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)**

Yes 15. Is the facility insured?

Joint Use Agreement Worksheet

The Ohio Board of Regents

April, 2005

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 Board of Regents. Sections II and III are to be filled out by the partner campus.

Example: A campus wishes to enter into a Joint Use Agreement with a 501(C)(3) entity for a state appropriation of $5,000,000. The annual debt service paid by the state on this appropriation is about $390,000 per year, for 20 years. To demonstrate that the value of the uses of the facility is reasonably related to the state appropriation, the sum of the campus' educational uses of the facility should roughly equal $390,000 per year for 20 years.

Section I: State appropriation information.

1. Amount of state appropriation provided: $ 175,000.00
2. Estimated annual debt service on the appropriation: $ 13,453
3. Term of the state bond, in years: 20 years

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. Preceptors and students use the medical records area as externships	$ 13,608.00	10 Years
b. Community health workers to do Externships	$ 15,000.00	15 Years
c. Medical assistant, students	$ 15,000.00	15 Years
d.	$	
e.	$	
f.	$	

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

Section III:

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

Medical Assistant Students
Value: $15,000 per year for 15 years

NHC, Inc utilizes Cincinnati State Medical Assistant students for their 9 week externship. The students gain a wealth of health care experience in both the back office and front office areas of the community health centers.

The students get hands on medical experience while NHC, Inc gets the extra assistance from the students to assist with the various aspects of patient care.

The students some of the following tasks:

-Triage patients
-Take vital signs
-Pull charts
-Pull labs
-Retrieve Messages
-Assist with scheduling appointments
-Phlebotomy (when necessary)

We can accommodate up to 3 students per semester for the entire 9 weeks of their externship.

The $20,000 annual rate includes a minimum of 2 students working in our community health centers. The value was estimated as follows:

Hourly rate: $11.00 per hour x 24 hours (8 hours at 3 days per week)=$264.00
$264.00 x 9 weeks (length of externship)=2376
$2376 x 3 (# of semesters) = $7128
$7128 x 2 (min. # of MA's participating)= $14,256.00
$14,256.00 + 744 (administration fees for paperwork and instruction)=
$15,000.00

Community Health Worker Students
Value: $15,000 per year for 15 years

Value Assessment:

CHW students will assist NHC, Inc and all of our sites with assisting patients with getting connected to community resources to address their medical, social and economic needs. CHW students will gain hands on work experience and skills in the community health centers working with a diverse population seeking assistance with basic needs.

CHW students will perform the following work duties:

1) Assist patients with getting connected to Medicaid/Medicare services for insurance purposes. They will assist with the actual completion of the application process.
2) Assist them with working with ODJFS.
3) Assist with addressing financial issues that may impact their ability to get their basic needs met. For example, assisting them with job placement opportunities.
4) Assist with housing through various agencies such as CMHA and Section 8.
5) Assist with the payment of utilities and furniture.
6) Assist with getting enrolled in prescription assistance programs and NHC, Inc Medshare program.
7) Address and assist patients with transportation issues.
8) Assist with childcare issues.

The Community Health Worker is a new program at Cincinnati State University and is in the process of implementation and approval through the State of Ohio Board of Nursing. Upon completion, we are in support of this program and are willing to use students to the full capacity to help them meet their program requirements.

The $15,000 value is estimated. Without knowing the program requirements for the externship and the number of students that would be participating the estimate is based on a partial salary for 2 fte's and resource materials that would be needed to assist patients with accessing services.

Health Information Management (Medical Records) Students
Value: $13,608 per year for a period of 10 years.

Value Assessment
HIM students can assist Neighborhood Health Care, Inc and its community and school-based health centers with on-going medical records projects while gaining the essential job skill, experience and knowledge necessary to perform in the workplace. Currently, we utilize paper medical record charts to retain patient health information.

We currently have two .5 fte's for medical records who only work at one community health center. We have a great need for assistance in this area which is why we use and depend on the HIM students at Cincinnati State.

We currently utilize the students to assist us in the following projects:

I) Purging of both inactive and deceased patient medical records. With all of our locations combined that would result in more than 10,000 patient medical records needing to be purged. The purge process consists of :
   1) Pulling inactive and deceased records off of the active medical record shelf.
   2) Assigning them to a box with a number
   3) Enter pertinent information into a medical record database in order to retrieve the record at a later time, if necessary.
   4) Store the boxed records in a shortage unit.

II) Conversion Project. This process consists of converting active medical records to terminal digit numeric filing system. Also, removing or sanitizing any health information such as allergy stickers off of the chart in order to ensure HIPAA compliance regarding protected health information.

We average approximately 5 to 6 students per quarter to work on medical records projects at all of our community sites. They spend a minimum of 3 days per week for approximately 6 hours per day they work on medical records projects.

If we were to employee the students for the work performed it would cost:

$14.00 per hr x 6 hours=$84.00
$84.00 x 3 days =$252.00
$252.00 x 9 (minimum of 3 weeks per semester with there being (3) semesters)=$2269
$2269 x 6 (# of students working)=
$13,608 annually.

"CARING FOR OUR COMMUNITY IN EXTRAORDINARY WAYS"

CORPORATE OFFICES

JOINT USER AGREEMENT
BETWEEN
NEIGHBORHOOD HEALTH CARE, INC., INC.
AND
CINCINNATI STATE TECHNICAL and COMMUNITY COLLEGE

THIS JOINT USER AGREEMENT ("Agreement") is between NEIGHBORHOOD HEALTH CARE, INC., an Ohio non-profit corporation ("NHC") and CINCINNATI STATE TECHNICAL and COMMUNITY COLLEGE, an instrumentality of the State of Ohio created and existing under Chapter 3544 of the Ohio Revised Code ("COLLEGE").

RECITALS

WHEREAS, the COLLEGE'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 further, whereas NHC's mission is to alleviate hunger by providing food and support to individuals and to agencies that feed the hungry, it is the intention of this Agreement to develop an educational relationship that will be mutually beneficial to both parties; and

WHEREAS, the Ohio General Assembly passed House Bill Number 699, which appropriated a total sum of $175,000.00 to COLLEGE to be used by NHC for capital construction; and

WHEREAS, the State of Ohio capital appropriations released through the Ohio Board of Regents require compliance with Ohio Board of Regents Rule 3333-1-03(E), which specifically calls for the execution of a joint use agreement; and

WHEREAS, the COLLEGE has concluded that the value of the use of NHC's facilities and resources by the COLLEGE as provided in this Agreement is reasonably related to the amount of the appropriation, and that the terms of this Agreement are more favorable to the COLLEGE than to others;

2715 Auburn Avenue · Cincinnati, OH 45219-2915
Phone: 513-861-2700 · Fax: 513-861-2774 · www.neighborhoodhealthcare.com
Dr. Dan Petitpas, President & CEO · Dr. Ann Kaplan, Medical Director

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

1. Use of NHC's Facilities and Resources by COLLEGE.
   The NHC agrees to provide use of its planned facility, described more fully in Section 7 below, to the faculty and students of COLLEGE'S HUMANITIES DIVISION for educational opportunities to human services students and as a community site for service learning activities.
   Moreover, NHC agrees to:
   Provide COLLEGE Humanities students with co-operative education opportunities, work-study program placement, internships and externships in a manner that is mutually beneficial to students, faculty, the COLLEGE, and NHC. Each student placement will be arranged in accordance with mutually agreeable individualized goals tailored to the need of each student. COLLEGE HUMANITIES faculty and students agree to abide by all applicable NHC policies, and to work in cooperation with NHC employees and volunteers.
2. Joint Committee. A Joint Committee comprised of NHC'S representatives and representatives of COLLEGE'S HUMANITIES DIVISION will develop the details and guidelines for implementation of programs referenced in item (1) above.
   The Joint Committee shall meet at least semi-annually to review and monitor implementation of the parties' commitments under this Agreement. A written report shall be prepared following each meeting, and submitted to each party and the Board of Regents upon its request.
3. Annual Reports. Each annual report issued by NHC during the term of this Agreement shall (1) include a description of the COLLEGE-NHC relationship created by this Agreement, and (2) mention that the funds were provided via a state appropriation made to the COLLEGE.
4. Term: Termination Prior to Expiration of Term. The term of this Agreement shall commence as of the date of execution set forth below and shall end fifteen (15) years thereafter. If any of the material terms or conditions contained in this Agreement are breached by NHC, then COLLEGE shall have the right to

terminate this Agreement upon forty-five (45) days' written notice to NHC, provided that NHC does not cure the breach within such 45-day period.

5. Reimbursement of State upon Termination. In the event that this Agreement is terminated for any reason prior to (15) years from the commencement date, NHC shall remit to the State of Ohio a prorated portion of the Funds, which shall be calculated by dividing the funds contributed by the State of Ohio by fifteen (15) and multiplying that sum by fifteen (15) less the number of full years that NHC'S obligations under this Agreement were fulfilled.

6. Compliance with Laws. NHC shall comply in all material respects with all pertinent federal, state and local laws as well as state administrative regulations, applicable to the use of funds hereunder and to the operation of the Capital Improvement.

7. Funds Used Only for Capital Improvements. The Funds provided under this Agreement shall be used by NHC only for capital improvements, including but not limited to the renovation of its current facilities located at 2805 Gilbert Avenue, Cincinnati, Ohio 45206. Such renovations will enhance the capacity of NHC to provide services to about 11,000 patients who currently live in and surrounding communities of Walnut Hills and Evanston in the City of Cincinnati.

8. Ownership of NHC Insurance. The Project will be owned by NHC, and will be fully insured.

9. Competitive Bidding. NHC, in connection with the expenditure of Funds for the Project, shall, to the extent required by Ohio law, follow the competitive bidding procedures for construction, including, but not limited to, publishing advertisements to seek bids, and awarding contracts to the lowest responsive and responsible bidder.

10. Hold Harmless. NHC shall hold the State of Ohio and COLLEGE, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind and/or the COLLEGE, its officers, trustees or employees being named as a defendant or party to any lawsuit or adjudicatory proceedings, if such lawsuit or adjudicatory proceeding arising out of (1) the construction, renovation, operation, or maintenance of the Project, (2) an alleged action or omission of NHC, its officers, trustees or employees, including, but not limited to NHC'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.

11. Amendments. Any amendments to this Agreement shall be in writing, signed by NHC and COLLEGE, and shall require approval by the Ohio Board of Regents.

12. Records of University Use. Upon request by the Ohio Board of Regents and/or the COLLEGE, NHC shall supply the Ohio Board of Regents and/or the COLLEGE with all pertinent records, including financial records, which measure the nature and extent of use of NHC'S facilities by the COLLEGE, the terms and conditions governing such use and the specific benefits derived by the COLLEGE under this Agreement.

13. Distribution of Funds; Administrative Costs. Upon execution of this Agreement, COLLEGE shall submit to the Ohio Board of Regents a formal request for the release of the Funds. After the release of the Funds, NHC shall submit to COLLEGE requests for payment of amounts along with documentation of contractor invoices or purchase orders related to obligations incurred by NHC for permitted uses of the Funds. A tentative disbursement schedule is attached hereto as **Exhibit A.** From the Funds, COLLEGE shall receive administrative costs in the amount of **$2,625** which is equal to one and one-half percent (1.5%) of the total amount of the Funds.

14. 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.

Neighborhood Health Care, Inc., Inc.
2415 Auburn Avenue
Cincinnati, Ohio 45219
Attn: Angela R. McLemore
President/CEO

Cincinnati State Technical and Community College
3520 Central Parkway
Cincinnati, Ohio 45223
Attn: Dr. Ronald Wright, President

15. Binding Nature. This Agreement shall be binding upon and inure to the benefit of NHC and the COLLEGE and their respective successors and assigns.

16. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto relating to the subject matter of this Agreement.

17. Heading. 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.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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

NEIGHBORHOOD HEALTH CARE, INC., INC.

By: Angela R. McLemore

Angela R. McLemore
President/CEO

Date: 06·01·07

CINCINNATI STATE COMMUNITY COLLEGE

By: Ron D. Wright

Dr. Ronald Wright, President

Date: 06·01·07

EXHIBIT "A"

PROPOSED DISBURSEMENT SCHEDULE

THE NEIGHBORHOOD HEALTH CARE, INC., INC. – CAPITAL IMPROVEMENT FUNDS

The Neighborhood Health Care, Inc., Inc. requests an immediate disbursement of the entire $175,000.00 appropriation, less $2,625.00 in administrative costs to which Cincinnati State Technical and Community College is entitled.