

JOINT USE AGREEMENT

This JOINT USE AGREEMENT (the "Agreement") is made and entered into as of this __ day of March, 2009, by and between Cuyahoga Community College District (hereinafter referred to as the "College"), an institution of higher education and political subdivision of Ohio, and Hospice of the Western Reserve, Inc. (hereinafter referred to as the "Hospice"), an Ohio non-profit corporation.

WHEREAS, the 127th General Assembly enacted House Bill 562 which includes a specific appropriation of capital improvement resources in the total amount of one hundred thousand dollars (\$100,000), directed to the College for the improvements and modifications to facilities of the Hospice;

WHEREAS, capital appropriations released by the Chancellor of the Ohio Board of Regents (hereinafter referred to as the "Chancellor") require compliance with Ohio Administrative Code 3333-1-03(E), which specifically calls 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:

1. The College shall submit, to the Chancellor, a request for the release of the one hundred thousand dollar (\$100,000) appropriation, of which ninety eight thousand five hundred dollars (\$98,500) will be for the Hospice and one thousand five hundred dollars (\$1,500) (1.5% of the appropriation) will be for administrative costs to the College. The parties anticipate that the appropriated funds will be released by the Chancellor directly to the College. The Hospice shall then submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to the Hospice.
2. The Hospice covenants that it shall use the funds to construct a 32 bed hospice residential/inpatient facility at 1050 Crocker Road, Westlake, Ohio 44145. The Hospice represents and warrants that it owns the existing facilities and the property where the planned project (the "Project") will be completed, and that the Hospice has sufficiently insured its facilities and the Project.
3. The Hospice has adopted a capital improvements budget to be implemented in part with the funds contemplated by this Agreement. The Project and the costs associated with it are set forth in Exhibit A which is attached hereto and hereby incorporated into this Agreement.
4. The term of this Agreement will commence when the Chancellor approves the Agreement, and will extend through its anniversary in 2029. During each year of the term, the Hospice shall conduct eight one-hour hospice and/or end-of life healthcare lectures per year, with dates, locations, audiences, and precise topics to be mutually agreed by the parties.
5. Either party may terminate this Agreement prior to the expiration of its term by providing notice of the party's intent to terminate this Agreement at least six (6) months prior to the effective date of that termination. In the event of termination, the Hospice shall immediately return to the State of Ohio a pro rata portion of the state appropriation to be calculated by dividing the amount of the appropriation by twenty (20), and multiplying the result by twenty (20) minus the number of years the Hospice provided the benefits during the timeframe established in Section 4 of this Agreement.

6. The Hospice shall indemnify and hold harmless the College for all costs (including without limitation attorney fees and other costs of defense), losses, liabilities, and claims that arise from or are attendant to the construction, operation and maintenance costs of the Hospice and the Project.

7. The Hospice, in connection with the Project, shall use competitive bidding procedures equivalent to those enumerated in relevant provisions of Chapter 153 Ohio Revised Code involving publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders.

8. The funds appropriated for the Project by the State of Ohio shall be used only for capital improvements as defined in House Bill 562.

9. The Hospice shall comply with all pertinent federal, state, and local laws, including without limitation state administrative provisions.

10. All mailings and notices relating to legal matters involving this Agreement in any way shall be in writing and addressed to the parties at the addresses set forth below or to such other address as either party shall have designated by notice given in accordance with the provisions of this paragraph. All mailings and notices shall be addressed as follows:

Hospice of the Western Reserve, Inc.
300 East 185th Street
Cleveland, Ohio 44119-1330

Cuyahoga Community College District
Office of the President
700 Carnegie Avenue
Cleveland, Ohio 44115

with a copy sent separately to the same address, to the attention of "General Counsel"

11. Any amendments to this Agreement would require the prior written approval of the College, the Hospice and the Chancellor.

12. This Agreement may not be assigned. Any attempted assignment would be null and void.

13. This Agreement sets forth the entire agreement of the parties concerning its subject matter and any and all other oral or written agreements, discussions, representations, promises and understandings 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.

14. 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 provisions were omitted.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

HOSPICE OF THE WESTERN RESERVE, INC.

By: David Simpson

Title: CEO

Date: 3-9-09

CUYAHOGA COMMUNITY COLLEGE DISTRICT

By: [Signature]

Title: VP, Administration & Finance

Date: 3-17-09

Approved by the Chancellor of the Ohio Board of Regents:

By: _____

Date: _____

EXHIBIT A

Project Description	Estimated Cost
Construction of a 32 bed hospice residential/inpatient facility	\$22,300,000