

## JOINT USE AGREEMENT

This Joint Use Agreement (this "Agreement") is entered into by and between Beech Acres Parenting Center<sup>1</sup> ("Owner"), a state of Ohio, not for profit, organization<sup>2</sup> whose address is 6881 Beechmont Avenue, Cincinnati, Ohio 45230<sup>3</sup> and the UNIVERSITY OF CINCINNATI, an instrumentality of the State of Ohio created and existing under Chapter 3361 of the Ohio Revised Code (the "University") whose address is 625 University Pavilion, P.O. Box 210625, Cincinnati, OH 45221-0625.

### RECITALS

WHEREAS, the University desires to assist Owner in financing, in whole or part, the cost of planning, designing and/or constructing certain capital improvements generally to consist of information technology infrastructure<sup>4</sup> which are more fully described in the attached Exhibit A<sup>5</sup> (the "Project"), to be constructed by Owner in a facility either owned or leased by Owner pursuant to terms described in the attached Exhibit B<sup>6</sup> which include the right of occupancy for the entire term of this Agreement; which facility is located at 6881 Beechmont Avenue, Cincinnati, Ohio 45230<sup>7</sup> (the "Facility");

WHEREAS, the Ohio General Assembly has passed HB 562<sup>8</sup>, which provides capital appropriations to the University from the State of Ohio in the amount of \$125,000.00<sup>9</sup> for the Project (the "Funds");

WHEREAS, the release of the Funds by the Office of Management and Budget and/or the Controlling Board to the University requires the recommendation of the Chancellor of the Ohio Board of Regents (the "Board of Regents");

WHEREAS, the University has concluded that the value of the use of the Project by the University as provided in the Agreement is reasonably related to the amount of the appropriation, and that the terms of this Agreement are more favorable to the University than to others;

WHEREAS, the Board of Regents has established by rule a requirement that before recommending the release of capital funds to an institution for the improvement of facilities that will be owned or leased by a separate nonprofit organization or a public body the institution shall submit a joint use agreement for approval which shall include the provisions described in Ohio Administrative Code §3383-1-03(E)(1) through (11), which the parties have incorporated herein; and

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

1. Use of Owner's Facilities and/or Resources by the University. Owner shall permit the University jointly to use the Facility for a term of Twenty (20)<sup>10</sup> years

commencing on the date the Project is completed. The parties consent and agree that the extent and nature of the University's right to use the Facility is reasonably related to the amount of the Funds. The extent and nature of the space to which the University is by this Agreement granted rights for use, and the terms and conditions governing such use, are specified in the attached Exhibit C.

2. **Reimbursement of Funds.** If the Owner shall materially breach this Agreement and fail to cure within a reasonable time following notice, or if the University's right to use the Facility as provided herein shall be terminated prior to expiration of the term, then Owner shall reimburse to State of Ohio the Funds on a pro rata basis, with the amount of such reimbursement calculated by multiplying the total amount of the Funds by a fraction the denominator of which is the total number of months in the term described in paragraph 1 above and the numerator of which is the total number of months remaining in the term at the time of breach or termination.
3. **Notation of University Funding.** During the period of construction, the Owner 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 the University.
4. **Use of Funds.** The Owner shall use the Funds only for the capital improvements as defined in the bill appropriating the Funds.
5. **Owner's Compliance With Laws and Regulations.** Owner shall comply with all pertinent federal, state and local laws as well as state administrative regulations including but limited to the requirement that it follow competitive bidding procedures, which shall include, as a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders or, if the Owner is a public body subject to specific competitive bidding requirements, then it shall follow the competitive bidding requirements applicable to such bodies.
6. **Distribution of Funds and Payment of Administrative Costs.** Following the approval of this Agreement by the Board of Regents, the University will request the release of and seek to encumber the Funds to the University for the purpose of programming, planning, designing and/or implementing the capital improvements defined in the bill appropriating the Funds. After release and encumbrance of the Funds, the Owner may obtain payment by submitting to the University an application for payment (not more than once per month) identifying the amounts owing for work and/or materials in connection with the capital improvements, which shall be certified as true and correct by Owner and shall be supported by such other documents reasonably required by the University, and after confirming that the requested amount is due and owing, the University shall cause payment to be made to the Owner. The University shall deduct and retain

from the Funds the total amount \$1,875.00<sup>11</sup> constituting 1 ½% of the Funds to compensate it for actual costs of administration.

7. **Hold Harmless.** The Owner shall indemnify and hold harmless the University, its officers, trustees, and employees from any and all liability arising from the Owner's design, construction, operation, and maintenance of the Facility.
8. **Liability Insurance.** The Owner has and shall maintain for the entire term of this Agreement a comprehensive program of insurance covering the Facility including liability and casualty coverage in an amount reasonably sufficient to indemnify the Owner from claims and any losses relating to the construction, ownership, and operation of the Facility.
9. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the Owner and the University and their respective successors and assigns.
10. **Amendments.** Any amendments to this Agreement shall be in writing, signed by the Owner and the University, and shall require approval by the Board of Regents.

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

UNIVERSITY OF CINCINNATI

Beech Acres Parenting Center<sup>12</sup>

By: Loren T. Israel

By: L. William D. Zure

Title: Loren T. Israel, Esq.  
Assistant General Counsel

Title: Chief Financial Officer

Date: Assistant Contracting Officer

Date: 11/8/10

## **INSTRUCTIONS FOR COMPLETION OF JOINT USE AGREEMENT**

- 1** Insert the full legal name of the entity seeking state capital funding through the University.
- 2** Insert the nature of the Owner: a public body or a nonprofit, e.g. an "Ohio not-for-profit corporation."
- 3** Insert the Owner's principal business address.
- 4** Insert a brief description of the capital improvements to be made in whole or part with state capital funds.
- 5** Include a complete description of the capital improvements and budget in the attached Exhibit A.
- 6** If the facilities are leased, summarize the basic terms of the lease in the attached Exhibit B. Basic terms include a description of the leased premises, name and address of the landlord, the rent paid, the term including any renewal term, and a description of any rights or limitations on the use of the property that may affect the proposed capital improvement and joint use.
- 7** Insert the address or other description of the place where the capital improvements are to be made.
- 8** Insert the name of the bill containing the appropriation.
- 9** Insert the total amount of state capital funds appropriated for the Project.
- 10** Insert the agreed term of this Agreement, no fewer than fifteen (15) years. See O.A.C. 3333-1-03(E)(2).
- 11** Insert the amount equal to 1 ½% of the Funds pursuant to O.A.C. 3333-1-03(E)(10)
- 12** Insert Owner's name.

## **EXHIBIT A**

### **(Detailed Description of the Project)**

**Project Name: Health Information Management System Implementation**

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#### **Project Description**

Beech Acres Parenting Center has considerable intellectual capital and research quality data, but lacks the technology infrastructure to harness and leverage it to benefit the community and the university.

A state capital investment of \$125,000 enables Beech Acres Parenting Center to make a necessary technological leap forward; increasing the quality of service it provides parents and children while reducing the cost of service delivery. An enhanced technology infrastructure allows the agency to provide services through numerous communication channels, while granting network access to partners, such as the University of Cincinnati, for both services and research data. The opportunities for collaboration with multiple education, research, community and government partners will dramatically increase once the technology infrastructure allows for the consolidation and customized distribution of Beech Acres Parenting Center's intellectual capital. These improvements are essential to achieving Beech Acres' vision of becoming Southwest Ohio's regional resource for Intentional Strength-based Parenting.

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#### **Project Objectives**

- Increased capability to monitor, communicate with, and serve clients.
  - Increased staff productivity from 50% currently to 70%.
  - The ability to create partner access to program services data.
  - The ability to create web portals for collaborative projects with partners.
  - Centralized data storage capacity to collect and distribute research data.
  - Electronic medical records management.
  - Increased parental access to child mental health records.
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#### **Project Timeline**

**Initiation Phase: 10/1/2009 - 6/1/2010**

- Business requirements gathering
- Initial scope statement
- Develop project budget
- Operational assessment
- Sponsor engagement
- Deliverables defined
- Objectives created

**Planning Phase: 5/1/2010 – 11/1/2010**

- Detailed Scope
- Work breakdown structure creation
- Resource planning
- Detailed scheduling (task / activity level)
- Risk mitigation planning

**Execution Phase: 11/1/2010 – 3/1/2011**

- Performing the activities identified during the planning phase
- Coordination of resources / products during implementation
- Implementation of processes engineered during planning

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**Project Capital Purchases Description:**

**\*Implementation and maintenance costs will be borne by Beech Acres**

**25 Dell Vostro Laptops for Beech Acres Clinicians (\$1,120 each)  
Estimated Cost = \$28,000**

**1 Database Server / Dell PE R900 with MS SQL Server 2008  
Estimated Cost = \$17,800**

**1 Data Warehouse Server/ Dell PE R900 with MS SQL Server 2008  
Estimated Cost = \$ 11,500**

**2 Application Servers / Dell PE R805 with Citrix Xen App, Xakt Soft EMR Imaging  
Estimated Cost = \$ 45,500**

**1 Web Server / Dell PE R410 with MS Server 2008  
Estimated Cost = \$7,500**

**1 File Print Server / Dell PE R900  
Estimated Cost = \$8,500**

**1 Cisco ASA5500 Security Module  
Estimated Cost = \$4,325**

**Estimated Total Cost of Capital Purchases = \$123,125**

**EXHIBIT B**

**(Basic Terms of Lease, if Applicable)**

**N/A**

## EXHIBIT C

### **(Description of Extent and Nature of Space and Terms and Conditions of Use)**

The aforementioned technology infrastructure will be used to enable the collection of various demographic, clinical, and program specific data elements. This conglomeration of information will be available through an online web portal. The secure portal will allow partners like the University to access a Beech Acres Parenting Center enterprise level data warehouse.

Online access to the data warehouse through the partner portal will provide the following functionality.

- **Standard Reports - Access to standard reports already created by Beech Acres.**
- **Customized Reporting – The ability to create ad hoc reports based on need.**
- **Data Mining - The flexibility to both aggregate and drill down the data layers.**
- **Granular Extract - The ability to extract raw data at its lowest granularity into a text file.**
- **Security – User name and password access, controlled with standardized encryption.**
- **Compliance – All data available will be stripped of any elements that would violate the Health Insurance Portability and Accountability Act of 1996.**