

**JOINT USE AGREEMENT**  
**BETWEEN**  
**CLEVELAND STATE UNIVERSITY**  
**AND**  
**UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER**

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 (“CSU”), and University Hospitals Cleveland Medical Center d/b/a UH MacDonald Women's Hospital, a nonprofit hospital, whose address is 11100 Euclid Ave. Cleveland, OH 44106 (“UH”).

WHEREAS, the 134th Ohio General Assembly passed House Bill Number 687, which appropriates in Section 207.08, line C26099 the sum of Two Hundred Thousand Dollars (\$200,000) (“Funds”) to CSU to be used for the University Hospital MacDonald Women’s Hospital; and

WHEREAS, UH intends to fund the Healthy Women’s Initiative - Advance Imaging Endeavor, a project seeking to provide new advanced ultrasound machines offering advanced non-invasive technology allowing for better, more efficient, and more accurate imaging and diagnoses for women; and

WHEREAS, CSU’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, it is the goal and intention of this Agreement that UH and CSU 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; and

WHEREAS, CSU has demonstrated that the value of the use of the facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A.

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

1. **Facility or Equipment to be built or purchased by UH.** The Funds will be used by UH to purchase two (2) advanced ultrasound machines and two (2) corresponding medical examination chairs (“equipment”) and will be located at the UH Kathy Risman Pavilion at 1000 Auburn Drive, Beachwood, Ohio 44122 and the UH Rainbow Ahuja Center for Women & Children at 5805 Euclid Avenue, Cleveland, Ohio 44103. Both locations are owned by either University Hospitals Health System, Inc., the parent organization of UH, or a wholly owned subsidiary of University Hospitals Health System, Inc.
2. **Use of the Facility by CSU.** During each year of the Term of this agreement, as hereinafter defined, as outlined in Attachment A, hereby incorporated, UH will present two (2), three (3)

hour courses/seminars presented by a Gynecologist to CSU students, faculty and/or staff. The seminars will focus on women's health and/or fertility imaging and be held at the Hospital, so that an equipment demonstration may be included as appropriate. CSU and UH will collaboratively work together to coordinate dates and times of each seminar and the presenting Gynecologist will update and/or create a new presentation for each seminar. As applicable, the parties understand the Ohio Department of Higher Education (ODHE) program approval is a separate process, and the JUA does not exempt the University from seeking approval under ODHE rules.

3. **Joint Committee.** A joint committee comprised of an equal number of UH representatives and representatives of CSU's College of Health ("Joint Committee") will develop the details and guidelines for implementation of the annual seminars referenced in Section 2 above. The Joint Committee shall meet at least annually to review and monitor implementation of the parties' commitments under this Agreement.
4. **Reimbursement of Funds.** In the event that CSU's access to the annual seminars or placements for eligible CSU students is terminated by UH prior to the expiration of the twenty (20) year term, UH 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 during which UH's obligations under this Agreement have been fulfilled.
5. **Use of Funds.** The Funds shall be used by UH only for the purchase of equipment and not operating costs, as defined in the bill appropriating the Funds, House Bill Number 687 of the 134th Ohio General Assembly and as contemplated under this Agreement.
6. **Insurance for Facility and Hold Harmless.** UH will obtain and maintain for the entire Term of this Agreement, at its own cost, commercial general liability insurance covering the facilities the equipment is housed 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 UH in compliance herewith shall be delivered to CSU upon request at least thirty (30) days prior to the time such insurance is required to be carried by CSU, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name CSU as an additional insured. Such policies shall bear an endorsement stating that the insurer agrees to notify CSU not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy. UH shall hold CSU harmless from all liability for construction, operation, and maintenance costs related to this Agreement. UH's facilities are insured through property and casualty insurance coverage.

UH shall hold the State of Ohio and CSU, its officers, trustees and employees harmless from any and all obligations, expenses, liabilities or claims of any kind arising out of the construction, renovation, operation, or maintenance of the equipment, and/or CSU, its officers, trustees or employees being named as a defendant or party to any lawsuit or adjudicatory proceedings, if such lawsuit or adjudicatory proceedings arises out of an action or omission or an alleged action or omission of UH, its officers, directors or employees, including, but not limited to UH'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.

7. **Compliance with federal, state and local law.** UH and CSU shall each comply with all pertinent federal, state and local laws as well as state administrative regulations applicable to this Agreement.
8. **Competitive bidding.** UH shall follow competitive bidding procedures, equivalent to those as

described generally in Ohio Revised Code Chapter 153, 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.

9. **Appropriation administrative fee.** CSU will be reimbursed for administrative costs incurred as a result of the project equal to 1.5% of the appropriated amount.
10. **Amendments.** Any amendment to this Agreement shall be in writing, signed by UH and CSU and shall require the approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.
11. **Payment.** An approved Controlling Board request will release project funds. UH shall submit invoices and related documentation to the reasonable satisfaction of CSU after which CSU shall transfer appropriated amounts to UH. Within thirty (30) days after CSU's receipt of any such request for payment and documentation of invoices or purchase orders, CSU shall disburse the Funds so requested.
12. **Term.** The term ("Term") of this Agreement shall be for twenty (20) years, commencing when the Facility is ready to be used by CSU.
13. **Records of CSU Use.** Either party of this Agreement, shall, upon request, supply the requesting parties with all pertinent records which measure the nature and extent of use of the equipment by CSU, the terms and conditions governing such use and the specific benefits derived by CSU under this Agreement. The parties agree that notwithstanding anything that could be construed to the contrary, UH shall have no obligation to make available or provide any patient or individually identifying information.
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.

If to CSU: 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 AC 327  
Cleveland, Ohio 44115

If to UH: University Hospitals Cleveland Medical Center d/b/a  
University Hospitals MacDonald Women's Hospital  
11100 Euclid Avenue  
Cleveland, Ohio 44106  
Attn: President

With a copy to: University Hospitals Health System. Inc.  
3605 Warrensville Center Rd.  
Shaker Heights, Ohio

Attn: Chief Legal Officer

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

15. **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.
16. **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.
17. **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 this Agreement and/or performance thereunder.
18. **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.
19. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of CSU and UH 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 CSU, UH or the Chancellor.

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

[Signature page follows.]

**CLEVELAND STATE UNIVERSITY**

By: 

Title: President

Date: 06/25/2024

**University Hospitals Cleveland Medical Center**

By:   
Patricia DePompei

Title: President

Date: 06/18/2024

**ATTACHMENT A**  
**Joint Use Agreement Worksheet**  
The Ohio Department of Higher Education

**Project:** MacDonald Women's Hospital Healthy Women Initiative

**Date:** June 18, 2024

*Section I: State appropriation information.*

1. Amount of state appropriation provided:	\$200,000.00
2. Estimated annual debt service on the appropriation:	\$15,376.00
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
Annual Women's Health Seminars	\$ 15,625.00	20
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

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

*Section III:*

- a. Annual Women's Health Seminars. A Gynecologist will present a women's health and/or fertility imaging seminar for CSU students twice annually at the Hospital, which may include equipment demonstration, as appropriate. Each course/seminar presentation will be 3 hours at a rate of \$312.50/hr. It is estimated the creation and preparation of the seminar, by a Gynecologist, will take an estimated 22 hours of effort at a rate of \$312.50/hr. Twice annually, the Gynecologist will update and/or create a new presentation for each seminar.

Presentation:

\$312.50 (hrly rate) x 3 hrs = \$937.50 per presentation

\$937.50 x 2 = \$1,875.00 Annual value of 2 presentations

Preparation:

\$312.50 (hrly rate) x 22 hrs = \$6,875.00

\$6,875.00 x 2 = \$13,750.00 Annual value of preparation of 2 presentations

\$15,625.00 total Annual Value