MIAMI UNIVERSITY
OXFORD, OH • EST. 1809

BOARD OF TRUSTEES
ROUDEBUSH HALL ROOM 212
OXFORD, OHIO 45056
(513) 529-6225 MAIN
(513) 529-3911 FAX
WWW.MIAMIOH.EDU

Miami University Board of Trustees
Special Meeting
200 Civic Center Drive, Columbus, Ohio, 43215
The Offices of BakerHostetler
10:00 a.m., Monday, June 23, 2025
The meeting was also streamed via a public Zoom link

The Secretary to the Board of Trustees confirms that as specified in the Regulations of the Board of Trustees of Miami University, in compliance with Section 121.22 of the Ohio Revised Code, due notice was given prior to holding this meeting of the Board of Trustees.

The meeting was called to order at 10:00 a.m. with Chair Mary Schell presiding. Roll was called with a third of the Trustees physically present and a majority of Trustees present in-person or remotely, constituting a quorum. In addition to the Trustees, members of the President's Executive Cabinet attending for all or part of the meeting were President Greg Crawford; interim Provost Chris Makaroff; Senior Vice President David Creamer; Vice Presidents Jessica Rivinius, Amy Shoemaker, Ande Durojaiye, and Randi Thomas; Associate Vice President Melissa Thomasson; Senior Director of Executive Communications and Academic Marketing Ashlea Jones; and Ted Pickerill, Chief of Staff, and Secretary to the Board of Trustees.

Roll call of Trustees:

Present:	Biff Bowman (National-Remote)	Beth McNellie (In Person)
	Bill Ebbing (Remote)	Lisa Peterson (In Person)
	Zachary Haines (Remote)	Mary Schell (In Person)

Arrived following the call of roll: Trustee Rod Robinson (quorum was met prior to his arrival), and National Trustees Rick McVey and Jeff Pegues

Absent: Trustees Steve Anderson, Ryan Burgess, and Deborah Feldman; National Trustee Mark Sullivan; and Student Trustees Arushi Agrawal and Peyton Morrow

Public Business Session

Executive Session

Trustee McNellie moved, Trustee Peterson seconded, and by unanimous roll call vote, with six voting in favor and none opposed, the Board convened to consult with counsel, and for matters required to be kept confidential, trade secrets, as provided by the Open Meetings Act, Ohio Revised Code Section 121.22.

Return to Public Session

Resolution

Memorandum of Understanding with the Ohio Department of Medicaid

The resolution was presented and Trustee Peterson moved, Trustee McNellie seconded, and by roll call vote, the resolution was unanimously approved, with six voting in favor and none opposed.

Adjournment of Meeting

With no other business to come before the Board, Trustee McNellie moved, Trustee Peterson seconded, and by unanimous roll call vote, with six voting in favor and none opposed, the Board meeting adjourned at 10:45 a.m.

T. O. Pickerill II
Secretary to the Board of Trustees

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June 23, 2025
Special Meeting

RESOLUTION R2025-48

BE IT RESOLVED: that the Board of Trustees hereby approves the attached Memorandum of Understanding with the Ohio Department of Medicaid, and authorizes Senior Vice President David Creamer to sign on behalf of Miami University.

Approved by the Board of Trustees
June 23, 2025

T. O. Pickerill II
Secretary to the Board of Trustees

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OHIO DEPARTMENT OF MEDICAID
NEW STATE DIRECTED PAYMENT
INTERGOVERNMENTAL AGREEMENT/MEMORANDUM OF UNDERSTANDING

This Intergovernmental Agreement/Memorandum of Understanding for New State Directed Payments ("Agreement") is entered into by and among the Ohio Department of Medicaid ("ODM"), the health care provider ("Provider") identified on the signature page of this Agreement, and, if applicable, the public entity ("Public Entity") identified on the signature page of this Agreement. ODM, the Provider, and, if applicable, the Public Entity, are each a "Party," and collectively, the "Parties."

Whereas, ODM is the single state agency to administer the Medicaid program in Ohio; and

Whereas, ODM, as part of its administration of the Medicaid program, is authorized by 42 CFR 438.6(c) to make physician and other professional supplemental payments and/or hospital and other professional supplemental payments to Provider, as applicable, provided that the preprint is approved by the U.S. Centers for Medicare and Medicaid Services (CMS); and

Whereas, state directed payments must advance the goals and objectives of ODM's quality strategy; and

Whereas, ODM may make payments to Provider that consist of the total computable amount through the use of intergovernmental transfers (IGT) as the source of state share as authorized in 42 CFR 433.51(b); and

Whereas, Public Entity, if identified on the signature page of this Agreement, is a public entity affiliated with Provider; and

Whereas, Provider has demonstrated the gap in physician and other professional payments and/or hospital and other professional payments for care provided to Medicaid patients; and

Whereas, ODM is seeking CMS approval for ODM to make supplemental payments to Provider for physician and other professional services and/or hospital and other professional services using Provider's, or if applicable, Public Entity's, IGTs as the source of state share for such payments, as described in the preprint to be submitted to CMS.

Now, THEREFORE, the Parties agree as follows:

ARTICLE I. RESPONSIBILITIES OF THE PARTIES

A. For physician and other professional supplemental payments and/or hospital and other professional supplemental payments as described herein, Provider, or, if identified on the signature page of this Agreement, Public Entity, will submit the IGT to ODM to pay the state share within the timeframe specified by ODM during the term of this Agreement. ODM, upon receipt of the IGT, will draw down the federal share and pay it to Provider, either directly or through managed care.

B. Provider shall maintain necessary records and supporting documentation applicable to payments made under the approved preprint to assure that claims for federal funds are in accordance with applicable federal requirements.

C. Provider agrees to be responsible for those damages or losses that arise directly from the negligent acts or omissions of Provider's employees in performance of this Agreement, as may be determined by a court of competent jurisdiction.

D. If any funds transferred to ODM by Provider or Public Entity, as applicable, are not used for purposes outlined in this Agreement, ODM will return such funds to Provider or Public Entity, as applicable.

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E. If any funds transferred by Provider or Public Entity, as applicable, are determined to be derived from provider-related donations or health care-related taxes such that CMS adjusts future grant awards to ODM or disallows any expenditures claimed by ODM, then Provider agrees to reimburse ODM upon demand by ODM, in the amount of the adjustment or disallowance that is attributable to the impermissible provider-related donation and/or health care-related tax.

F. In accordance with Ohio Administrative Code 5160-1-98, Provider or Public Entity, as applicable, shall remit an amount of the calculated IGT amount to ODM as an administrative fee. ODM will provide a letter to Provider or Public Entity, as applicable, detailing the IGT amount along with the additional fee amount for each program payment period.

G. ODM shall establish average commercial rate reporting requirements. Provider shall report its average commercial rate in accordance with the requirements set by ODM.

H. Provider shall comply with requirements for the quality component established by ODM, including an administrative and quality measure set and metrics and targets to advance the goals and objectives specified in ODM's Medicaid quality strategy. A portion of the funds to be paid by ODM to Provider under this Agreement may be based on Provider meeting the quality measure targets set by ODM. ODM may publicly report the results of the measure set.

I. Provider shall support and participate in a Medicaid statewide learning network as specified by ODM.

J. Provider shall cooperate with any evaluation or reporting requirements established by ODM related to the requirements set forth in 42 C.F.R. 438.6(c)(2)(ii)(D) and (F).

ARTICLE II. AGREEMENT PERIOD

A. This Agreement shall be in effect from July 1, 2025, until December 31, 2025, unless otherwise directed by CMS or terminated by ODM in accordance with state or federal statutes, regulations, or executive orders that relate to state directed payments under 42 CFR 438.6, or may be terminated at the convenience of any party at any time, with or without cause, by providing 30 days written notice to the other Parties.

B. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE III. NOTICES

A. The Agreement Manager for ODM is Monica Coleman, or successor.

B. Any written notice required by this Agreement, including any notice of termination, shall be sent to the other Parties at the addresses appearing on the signature page of this Agreement, with a copy to ODM Chief Legal Counsel, 50 West Town Street, Ste. 400, 5th Floor, Columbus, Ohio 43215.

ARTICLE IV. GENERAL PROVISIONS

A. **Entirety of Agreement.** All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by all Parties.

B. **Amendments.** This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the Parties to this Agreement. It is agreed, however, that any

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amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments.

C. **Breach.** Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the Parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation, except arbitration. The waiver of any occurrence of breach or default does not constitute waiver of subsequent occurrences, and the Parties retain the right to exercise all remedies mentioned herein.

D. **Confidentiality of Information.** The Parties agree that they shall not use any information, systems, or records made available to any Party for any purpose other than to fulfill the obligations specified herein. The Parties specifically agree to be bound by the same standards of confidentiality that apply to the employees of the Parties and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the Parties for work under this Agreement.

The Parties agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement. The Parties are responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by employees and contractors of the Parties. The Parties agree to current and ongoing compliance with Title 42 of the United States Code, Sections 1320d through 1320d-8 and the implementing regulations found at Title 45 of the Code of Federal Regulations, Sections 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

E. **Public Records.** The Parties agree and acknowledge that the information provided by one or more Parties may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. If any Party to this Agreement, as a public entity, receives a public records request for information related to this document, the Party receiving the request (“Party A") will promptly notify the other Party (“Party B") of the request. If Party B believes there is information that is confidential or proprietary and should not be released, Party A will provide a reasonable period of time for Party B to seek to have the confidential or proprietary information withheld from the document prior to releasing the document.

F. **Records Retention.** All records relating to this Agreement shall be retained and made available by Provider for examination by the State of Ohio (including, but not limited to ODM, the Auditor of State of Ohio, Inspector General or any other duly authorized law enforcement officials) and agencies of the United States government for a minimum of three (3) years after termination of this Agreement. If an issue is raised during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

G. **Governance.** This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio.

H. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Parties by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same Agreement.

ARTICLE V. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

SIGNATURE PAGE FOLLOWS

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INTERGOVERNMENTAL AGREEMENT/MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

To show their agreement, the Parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Medicaid.

Provider The Cleveland Clinic Foundation

Authorized Signature

Dennis Laraway
Printed Name

6/20/2025
Date

9500 Euclid Avenue,
Cleveland, OH 44195
Address

Approved as to Form
CCF Law Department
JMI - 6/19/2025

Ohio Department of Medicaid

Authorized Signature

Maureen M. Corcoran, Director
Printed Name

Date

50 West Town Street
Columbus, Ohio 43215
Address

ODM Contract Number

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Public Entity Miami University

DocuSigned by:
David Creamer
F928505BAD8244C...

Authorized Signature

David K. Creamer, SVP Finance & Business Services

Printed Name

6/23/2025

Date

501 E. High St.,
Oxford, OH 45056

Address