



## **MEDICAID SCHOOL PROGRAM SERVICE AGREEMENT**

This Agreement is made between Healthcare Process Consulting, Inc. (HPC) and **Richmond Heights Local SD** (known as DISTRICT) for the purpose of HPC assisting DISTRICT in managing DISTRICT's Ohio Medicaid School Program ("OMSP"), to procure Federal Medicaid reimbursement for Medicaid eligible services provided by DISTRICT. Such reimbursement is received through the State of Ohio Medicaid Agency via the OMSP, contingent upon the DISTRICT obtaining and maintaining its OMSP Provider status from the STATE OF OHIO MEDICAID AGENCY. In assisting the DISTRICT in procuring reimbursements for these services, HPC shall provide the services outlined below:

### **I. MEDICAID PROGRAM DEFINITIONS**

- a) **Agreed upon Procedures (AUPE):** A Medicaid cost report "AUPE" is an annual accounting review process developed by ODE, and required by OMSP regulations, as a component of the Medicaid cost report process. The DISTRICT is required to contract with an independent accounting firm to review the cost report for compliance with the AUPE procedures, and prior to submission to ODE.
- b) **Claim Record:** An OMSP Service Record of eligible services documented by a licensed provider and delivered to a Medicaid eligible student that is converted into a HIPAA-compliant medical claim record.
- c) **EDU-DOC<sup>®</sup>:** The HPC proprietary automated, web-based service documentation system offered to HPC clients to use while under an OMSP service contract with HPC.
- d) **Electronic Signature (e-signature):** The legal signature of the service providers utilized to comply with program documentation requirements, in lieu of hard copy signatures on paper. E-signature is obtained from the DISTRICT's Medicaid program providers during the service documentation process.
- e) **Indirect Cost Report:** ODE's indirect cost recovery plan allows local school districts to calculate the unrestricted rate to be used only in conjunction with the OMSP. The approved unrestricted rate will be applied on the Cost Report as a mechanism that will allow partial recovery of fiscal costs associated with the Treasurer and Human Resources Offices. It is the ratio of total allowable indirect costs to direct costs. This is an annual, but optional report.
- f) **Medicaid Cost Report:** An OMSP required financial report completed annually by all participating Medicaid Providers. The report documents the actual costs the OMSP Provider incurs for their Medicaid eligible services. This report serves as the basis for THE STATE OF OHIO MEDICAID AGENCY to settle the cost of eligible services, as compared to the reimbursements already paid by THE STATE OF OHIO MEDICAID AGENCY. Determinations are made by the state and reported to participating OMSP providers to comply with the findings (payback or positive settlement/reimbursement).
- g) **Medicaid Eligibility Rate (MER):** The MER identifies the number of students that are Medicaid Eligible compared to total students within the provider's district. The MER matches all students regardless of if they have an IEP. This is an annual process overseen by the STATE OF OHIO MEDICAID AGENCY.
- h) **ODE:** The Ohio Department of Education. ODE is responsible for administering OMSP.
- i) **Ohio Department of Medicaid (ODM):** The state Agency responsible directly for the overall OMSP and are responsible for paying OMSP service claims to the OMSP participants.
- j) **OMSP Audit:** The OMSP audit is one that would be conducted by either the State or Federal Medicaid agency to evaluate the DISTRICT's compliance with all OMSP regulations. These audits are randomly performed by either Medicaid agency, compliance with the process is mandatory if the DISTRICT should be selected. This type of audit should not be confused with the annual AUPE as referenced in section V Q below.
- k) **OMSP Service Documentation Records:** Data records created by the DISTRICT's providers on HPC's EDU-DOC<sup>®</sup> service documentation system that store the eligible OMSP services that the providers delivered to students.
- l) **OMSP:** The Ohio Medicaid School Program

- m) Random Moment Time Study (RMTS): A CMS approved time study allocation methodology process that identifies the portion of time a staff from the participant list spends on performing Medicaid reimbursable activities under OMSP.
- n) Therapy and Evaluation Referral: Physical Therapists, Occupational Therapists, Speech-Language Pathologists and Audiologists with an active Medicaid provider agreement (with ODM) are authorized to refer students for evaluations and therapy for special education related services, delineated on the student's IEP (individualized education plan), per ORC (Ohio Revised Code) section 5162.366.
- o) Trading Partner: A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20 Electronic data interchange (EDI) trading partner definitions and criteria to enroll as an EDI trading partner, is a covered entity (CE) that submits/receives electronic transactions in its role as an eligible provider for purposes related to the administration or provision of medical assistance provided under a public assistance program.

## II. HPC MEDICAID PROGRAM OPERATIONS SERVICES

### A. Coordination of District's OMSP Billing Operations

HPC will coordinate all activities required to manage the operations of the OMSP for DISTRICT to secure Medicaid reimbursements from STATE OF OHIO MEDICAID AGENCY, including the following:

1. Trading Partner:  
HPC will serve as the official STATE OF OHIO MEDICAID AGENCY Trading Partner on behalf of the DISTRICT, to permit the processing of DISTRICT electronic medical claims.
2. HPC Proprietary Documentation System:
  - a) HPC will make available for use by DISTRICT providers the HPC proprietary web-based service documentation system known as EDU-DOC<sup>®</sup> at the address of [www.hpcohio.com](http://www.hpcohio.com) to document eligible services provided to DISTRICT students;
  - b) DISTRICT providers will be assigned unique access credentials by HPC and must maintain their own security passwords for access to the system.
3. Documentation, Collection and Review:  
Collection, review, and analysis of service documentation maintained on EDU-DOC<sup>®</sup> for compliance with OMSP rules and for the purposes of claims submission and reimbursement from ODM.
4. Eligible Student Medicaid Recipient Number:  
HPC will coordinate the process of obtaining and maintaining student Medicaid recipient numbers. The DISTRICT will provide to HPC the required student demographic data for this purpose as requested. After receipt of the newly identified Medicaid-eligible students, HPC will identify all eligible services delivered within the past 365 days and submit those claims to STATE OF OHIO MEDICAID AGENCY for payment.
5. Claims Submission Process:  
HPC will convert the Provider's eligible service documentation records that passed the audit process (defined under Section III Audit Services of this contract) from the EDU-DOC<sup>®</sup> system, where they are stored, into the Medicaid required EDI 837 data format. The OMSP claims will be electronically submitted for payment monthly, except in the event of extenuating circumstances out of HPC's control such as: modifications of the state Medicaid software system, new Federal Medicaid requirements, power outages effecting internet access, or DISTRICT providers not submitting OMSP service documentation records by the established deadlines. OMSP service documentation records received after the established deadline date will be processed in the next available processing cycle unless the claims are expired (over 365 days). HPC shall submit OMSP claims in accordance with the STATE OF OHIO MEDICAID AGENCY claim processing procedures, and subject to HPC maintaining the status of a "Trading Partner" with the STATE OF OHIO MEDICAID AGENCY on behalf of the district.
6. Claims Reconciliation Process:  
HPC will review rejected claims for errors, and shall resubmit eligible erred, or denied claims, in accordance with the EDI (Electronic Data Interchange) 835 reconciliation process outlined by the STATE OF OHIO MEDICAID AGENCY for OMSP.

## B. Medicaid Cost Report

HPC will annually assist the DISTRICT in the completion of the required Federal Medicaid Cost Report in accordance with all state and federal requirements and procedures within ODM/ODE established deadlines.

### 1. Cost Report Excel Workbook

- a) Collection of financial data to determine allowable OMSP costs.
- b) Collection and submission of required data to obtain the district's Medicaid Eligibility Rate (MER).
- c) Reconciliation of RMTS participant data.
- d) Completion of OMSP required Excel Workbook.
- e) Assist DISTRICT Treasurer with ODM upload/certification process.

### 2. Agreed Upon Procedures Engagement (AUPE)

- a) Submission of paid claims to DISTRICT's accounting firm.
- b) Generate and provide auditor selected billing documentation forms.
- c) Reconcile/confirm auditor identified adjustments.

## C. Indirect Cost Report

HPC will assist the DISTRICT annually in the completion of the optional ODE Indirect Cost report to obtain the unrestricted rate to be used solely on the OMSP Cost Report (as described in Section I definitions).

## III. AUDITING OF OMSP SERVICE RECORDS

- A. OMSP service documentation records will be continually audited utilizing comprehensive software system edits and prompts to significantly reduce errors and service documentation returns to providers.
- B. OMSP service documentation records identified as erred or incomplete during the audit process, referenced in "A" above, will be returned electronically to the DISTRICT's providers daily for correction and re-submission. HPC's Auditing staff will problem solve with providers as needed to accomplish this task via the phone or e-mail communication. DISTRICT providers are responsible for correcting and returning erred or incomplete service documentation records upon receipt for final processing by HPC. On a monthly basis HPC will provide a summary report identifying those providers who continue to have outstanding erred or incomplete service documentation. The DISTRICT is responsible for obtaining compliance from these providers to submit the outstanding service documentation for claims processing.

## IV. ADMINISTRATIVE/CONSULTING/ADVISORY SERVICES

- A. HPC will offer provider support regarding the utilization of the EDU-DOC© software and OMSP questions. The following support services are included:
  1. Call center service is available **Monday through Friday from 8:30 AM to 4:00 PM.**
  2. HPC provides an e-mail address ([edudoc@hpcOH.com](mailto:edudoc@hpcOH.com)) for the submission of provider questions with a 24-hour response time during normal business hours, except for all legal holidays and school vacations/breaks. All communication received after hours will be responded to on the next business day.
  3. HPC's EDU-DOC© system provides 24/7 access to web-based training videos for step-by-step guidance regarding use of the software.
- B. HPC will provide the following OMSP rules/regulations and EDU-DOC© software training to its clients regarding:
  1. Medicaid eligible services

2. OMSP rules/regulations and requirements
3. The EDU-DOC® documentation software

C. Training formats include:

1. Phone training with individuals or groups
2. PowerPoint training presentation utilizing virtual platform
3. HPC staff guided virtual webinars to unique service provider groups
4. In-person training as requested by the DISTRICT, contingent upon county established pandemic risk levels at the time scheduled.

D. HPC provides a DISTRICT OMSP monitoring system as a component of EDU-DOC® to assess and enhance the current performance of the DISTRICT'S Medicaid program. The following data is available 24/7 to view and print reports:

1. Provider compliance and activity with DISTRICT established documentation deadlines
2. Provider outstanding tasks related to documentation deadlines. Examples include returned service documentation records requiring corrections, incomplete evaluations, pending supervisor co-signatures, incomplete therapy, and evaluation referrals
3. DISTRICT'S outstanding parent consent forms to authorize billing for Medicaid eligible students
4. Financial monthly voucher revenue report and annual fiscal revenue summary

E. HPC provides OMSP training videos, OMSP policy and procedures, and all program training and notifications, and State OAC rules to be accessible to all participating OMSP providers under documents and links in the Edu-Doc® system.

F. HPC will assist the DISTRICT with any OMSP audits as needed.

G. HPC will verify the current professional/medical licensure for all DISTRICT staff that participate in the DISTRICT'S Medicaid program on an ongoing basis. DISTRICT retains ultimate responsibility for assuring that their providers hold the requisite credentials mandated by state law and OMSP, initially upon hire, on an ongoing basis, in accordance with state licensing boards' expiration schedules. HPC will not knowingly submit claims for DISTRICT providers not complying with OMSP licensing requirements and will notify the DISTRICT of any non-compliant providers.

H. HPC serves as the DISTRICT'S RMTS Coordinator for OMSP. In that capacity, HPC will comply with all RMTS requirements as established by ODE and ODM including:

1. Obtain and maintain required DISTRICT data on a quarterly basis (i.e., participant lists, district calendar and provider schedules)
2. Coordinate compliance issues with DISTRICT management

I. HPC provides the DISTRICT with a student roster upload capability for required student demographic information for those students receiving Medicaid eligible services.

## **V. DUTIES AND OBLIGATIONS OF DISTRICT**

DISTRICT shall perform the following duties and obligations during the term of this Agreement and any renewal thereof:

- A. DISTRICT is responsible for initially obtaining and maintaining (5-year revalidation process) its Ohio Medicaid Provider Agreement with STATE MEDICAID AGENCY, in accordance with the OMSP Regulations, necessary to receive federal Medicaid reimbursements for eligible services through the state Medicaid Agency.
- B. DISTRICT shall provide, or cause to be provided, certain Medicaid eligible services to eligible individuals to participate in the OMSP program.
- C. DISTRICT shall provide such services (section B above), or cause such services to be provided, in accordance with all federal, state, and local statutes, ordinances, laws, rules, regulations and orders, applicable to providing certain Medicaid services to eligible individuals. Such federal, state and local statutes, ordinances, laws, rules, regulations and orders, shall include, without limitation, federal laws and regulations concerning discrimination in providing such services; Medicaid, third party payers or other funding bodies' rules and regulations; compliance with state licensure laws; ODE, and the STATE OF OHIO MEDICAID AGENCY and DISTRICT policy; and specific OMSP rules and regulations concerning accreditation, provider licensure, and program certification. Please note: DISTRICT completion of individual background checks for all Medicaid program participants, both DISTRICT employees and contracted staff, is required by federal and state Medicaid program rules.
- D. DISTRICT service providers shall document eligible services into EDU-DOC® for services delivered to their assigned students within the established documentation deadlines. The service documentation deadline for DISTRICT providers is the first Monday of each month during the school year. OMSP documentation received at HPC after the deadline will be processed in order of receipt. However, HPC cannot guarantee that the late submission of services will be processed during the current billing cycle. If late documentation cannot be processed during the current monthly billing cycle, it will be processed during the next scheduled billing cycle.
- E. DISTRICT is responsible for ensuring that only qualified Ohio Medicaid enrolled provider(s) complete the ANNUALLY required therapy and evaluation referrals prior to student service delivery, to ensure all eligible services can be submitted for reimbursement. This requirement must be followed in accordance with the Ohio Medicaid referral policy (ORC 5162.366), to seek and accept Medicaid reimbursements for occupational therapy, physical therapy, speech/language therapy and audiology services. Non-compliance with this responsibility will decrease the interim reimbursements to the DISTRICT because claims are not eligible for Medicaid reimbursement until the day the referral is provided.
- F. DISTRICT is solely responsible to maintain compliance with the FERPA laws governing parental consent requirements for billing the Medicaid program for eligible medical services. DISTRICT must:
  1. Obtain the "once per lifetime" consent required and maintain/store this written documentation to be made available for the annual AUPE review, and/or any state or Federal audit that may occur.
  2. Update EDU-DOC®, on an ongoing basis with the parent consent status of students to permit HPC to accurately submit claims to the Medicaid Agency for payment.
  3. Provide the FERPA required "annual parent notification" of parents' rights regarding billing school Medicaid services directly to all parents of children receiving Medicaid eligible services. The notice can be provided to parents of special education students directly during IEP meetings, via email (with read receipt), or U.S. mail.

*Non-compliance with these responsibilities will decrease the interim reimbursement to the DISTRICT, as HPC cannot submit claims for payment without the required parental consent regulations having been met first.*

- G. DISTRICT is responsible for providing and maintaining all computer hardware and software with current technology compatible with EDU-DOC© which their provider staff will utilize when documenting OMSP services.
- H. DISTRICT is solely responsible for obtaining their service provider's compliance with all documentation responsibilities on a timely basis, to permit the billing of eligible claims to secure OMSP reimbursements as expected by the DISTRICT.
- I. Mandatory 90 Day Progress Notes during the school service year are required by OMSP. If preferred, the DISTRICT can elect to sign an ANNUAL WAIVER to decline participation in HPC 's system compliance feature (EDU-DOC©) that ensures the required documentation is obtained/maintained by the DISTRICT. However, if the DISTRICT declines this method of documenting the mandatory 90-day notes, the DISTRICT must adopt another method to ensure this requirement is met.
- J. DISTRICT shall maintain and store their electronic OMSP service documentation records, and all supporting back-up documentation required, (I.E., IEP, ETR, Case Notes and IEP plan of care signatures, and related documents), in accordance with OMSP and Federal Medicaid regulations, which is for a period of seven years from the date of receipt of payment, or for six years after any initiated audit is completed and adjudicated, whichever is longer. DISTRICT must ensure that their providers officially sign in handwriting with their appropriate title (in lieu of an electronic signature policy) all Special Education supporting documentation reports to comply with state and federal requirements (IEP signature page, ETR, and all evaluation summary reports).
- K. DISTRICT is responsible for uploading to EDU-DOC© an excel file of mandatory (see below) student directory information for special education students at the beginning of the school year. This information will be solely utilized to set up and maintain the student service documentation and Billing database that includes the following:
1. Names, birth dates, addresses, student identification number, grade, and school building
  2. The data file can also include the provider assigned to deliver services to the student to create a caseload that will be available automatically for the provider in EDU-DOC©.
- L. DISTRICT will be required to adhere to file specifications provided by HPC. Student information may be uploaded, or additions/edits entered directly through EDU-DOC© as needed. This procedure must be completed to permit HPC to process any eligible claims for the DISTRICT.
- M. DISTRICT is responsible for providing and updating HPC with a current and complete list of their OMSP providers on an ongoing basis, including:
1. Full legal names (as it appears on professional license)
  2. Change of legal name during the year.
  3. Title/position credentials (RN, OT, SLP, etc.)
  4. Employment hire date
  5. Email address
  6. Employment Status (District Employee or Contracted Service)
  7. For district employee, include DAYS OF WEEK SCHEDULED TO WORK AND START/END TIME (for RMTS purposes).
  8. Provide ongoing updates to HPC of any provider who has a change of status (I.e., leave of absence, no longer working at district, etc.) to allow HPC to promptly inactivate the provider's access to EDU-DOC© and remove the provider from the RMTS participant list.

- N. DISTRICT is responsible for complying with all RMTS requirements for OMSP, as specified by the “RMTS Guidelines” established by ODE/ODM and published on the ODE website. Compliance with the RMTS vendor established deadlines to submit the participant list, participant work schedule and district calendar is a critical component of ensuring eligibility for each time study quarter. Non-compliance with this responsibility may result in lower allowable costs applied to the annual OMSP Cost Report.
- O. DISTRICT will ensure provider compliance with the quarterly RMTS moment responses and state mandated deadlines. Non-compliance of this responsibility may result in a lower RMTS percentage applied to OMSP Cost Report.
- P. DISTRICT is responsible for scheduling and providing the facilities (if held in-person) for OMSP and computer training sessions with HPC and must ensure that the DISTRICT providers attend the training sessions as scheduled. DISTRICT must record provider attendance at all training sessions conducted by HPC and maintain those records for future audit.
- Q. DISTRICT is responsible for contracting with an outside professional accounting firm to conduct their required annual AUPE. The DISTRICT must contract with an accounting firm to complete this independent audit process. All data collection requirements for the AUPE audit will be communicated and obtained by the accounting firm from the DISTRICT.

## **VI. DISCLAIMERS and HOLD HARMLESS**

- A. The DISTRICT retains all responsibility for the accuracy of all cost report data provided to HPC to complete the OMSP Cost Report, and as such, holds HPC harmless for any audit consequences (financial or other) to the DISTRICT for data that was incomplete, inaccurate, not collected or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements. Furthermore, the DISTRICT is responsible for assuring that if other federal funds (i.e., Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the OMSP Medicaid Cost Report, to prevent double payments through federal funding sources. The DISTRICT is solely responsible for compliance with federal fund reporting, in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, including any reimbursement paybacks requested from the Federal Medicaid Program if DISTRICT is found to have been overpaid.
- B. The DISTRICT assumes all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by DISTRICT for state or federal program audit findings due to program documentation non-compliance; inaccurate, incomplete, or non-disclosed financial information necessary to complete the Medicaid Cost Report on a timely basis; or other reason specified by the Federal Medicaid Program related to the performance of district required functions/duties. DISTRICT holds HPC harmless for any reimbursement paybacks, fines or program suspension imposed on DISTRICT by the Federal or State Medicaid Agency.
- C. DISTRICT is responsible for ensuring that its providers document only eligible services in accordance with OMSP regulations (as posted on the ODE website) and submit the documentation to HPC, via the EDU- DOC® software, in compliance with the pre-established monthly deadline for claims submission and related processing. HPC is not responsible for: ineligible claims, unrealized Medicaid reimbursements, under-documentation/under-billing of service units or reimbursement paybacks due to non-compliance with program regulations, including non-compliance with OMSP documentation requirements, non-compliance with time study requirements, and including insufficient documentation/submission of eligible service documentation and related service progress reports by DISTRICTS’ provider staff. Since the fees charged by HPC are flat, fee-for-service based (not percentage of revenue based), unrealized reimbursements due to provider non-participation, non-compliance, or late submissions of service documentation, are the responsibility of the DISTRICT, and therefore, not cause for fee reductions due to lower-than-expected

reimbursements from OMSP.

- D. DISTRICT is responsible for ensuring that all OMSP required supporting documentation, such as, but not limited to, student attendance records, case notes related to the service provided, Evaluation Team Report (ETR), Individualized Education Plans and all evaluation/testing reports are current, signed, dated, and available for audit, and fully support submitted OMSP service claims. DISTRICT holds HPC harmless for any audit findings and/or related payback of funds imposed on DISTRICT due to DISTRICTS' non-compliance and/or errors with OMSP documentation requirements.
- E. DISTRICT is responsible for ensuring that its OMSP service providers hold the requisite education, medical/professional licensure credentials upon hiring and/or contracting for their services, and ensure they remain current with all licensing and certification requirements. Compliance with licensing boards standards for documentation and professional standards of practice in accordance with state of Ohio and OMSP requirements is also required. Upon notification of non-compliance with licensing, education, or other certification/license requirements, DISTRICT is responsible for taking necessary action to prevent the unqualified/unauthorized providers from submitting eligible services for Medicaid reimbursement. DISTRICT holds HPC harmless for any audit finding or reimbursement payback imposed on DISTRICT for unlicensed and/or uncertified providers.
- F. HPC will not knowingly process incomplete, inaccurate, or ineligible OMSP service documentation. The DISTRICT management and their service providers are responsible for documenting in compliance with OMSP Rules and Regulations, (as posted on the ODE website and listed in Ohio Administrative Code 5101:3-35 Medicaid School Program) and in accordance with the providers' professional practice standards, and their respective state licensing board regulations.

## **VII. Vendor Obligations**

- A. HPC shall comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
- B. HPC will comply with all AUPE requirements for the annual Medicaid Cost Report completion, including allowing the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents, and records.
- C. HPC acknowledges to the DISTRICT that neither the corporation, or its principals, are suspended or debarred.



**VIII. ATTESTATION**

The DISTRICT hereby acknowledges and represents to HPC that its appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP, represented by the DISTRICT’s authorized signature/approval in section XI below. The DISTRICT shall be solely responsible for its compliance, and the compliance of its providers, with all such regulations, guidelines, and standard procedures, and hereby holds HPC harmless from and against any expense or liability for any failure to comply.

**IX. TERMS AND COMPENSATION**


Review the options below and check the box for the term of agreement.

- OPTION A - Three-Year Service Agreement**  
The term of this Agreement shall be for three years, commencing on July 1, 2021 and ending on June 30, 2024, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC an annual fee of **\$7,000**. HPC will invoice DISTRICT quarterly, or monthly if DISTRICT established that payment schedule. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.
  
- OPTION B - One-Year Service Agreement**  
The term of this Agreement shall be for one year, commencing on July 1, 2021 and ending on June 30, 2022, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC a fee of **\$7,000**. HPC will invoice DISTRICT quarterly, or monthly if DISTRICT established that payment schedule. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.

**X. TERMINATION**

This Agreement may be terminated by either party prior to its expiration date only if there is a material breach of contract by the other, in which case the non-breaching party must notify the breaching party in writing of the actual breach and provide 30 days to correct the cause of the breach. If the breaching party does not correct that breach, the contract can be terminated without liability by the non-breaching party.

**XI. APPROVALS**

  
 \_\_\_\_\_  
 Karen Bresky  
 President/CEO  
 Healthcare Process Consulting, Inc.  
 Date: 03/15/2021

\_\_\_\_\_  
 Superintendent or Treasurer/CFO  
 Richmond Heights Local SD  
 Date: \_\_\_\_\_

**SCAN A SIGNED COPY OF THIS PAGE  
AND FORWARD VIA EMAIL TO KAREN BRESKY**

**kbresky@hpcoh.com**

