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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Tony Smith, Ph.D., Superintendent

Board Meeting Date
(To be completed by Procurement) March 13, 2013

Subject Professional Services Contract - Alameda County Health Care Services Agency (contractor) - 922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Alameda County Health Care Services Agency (ACHCSA). Services to be primarily provided to Family, School, and Community Partnerships Department for the period of July 1, 2012 through June 30, 2013.

Background
A one paragraph explanation of why the consultant's services are needed. Alameda County Health Care Services Agency (ACHCSA) has entered a contract with the State Department of Health Services (State) to establish a means of claiming Title XIX federal financial participation for administrative costs necessary for the proper and efficient administration of Medi-Cal program. The State has designated the ACHCSA as the local government agency for submitting Medi-Cal Administrative Activity (MAA) claims to the state. MAA is a federal program designed to reimburse school districts, county offices of education, and other governmental agencies for certain costs incurred in the administration of Medi-Cal funded activities. Reimbursement through the MAA program is based on time spent administering these activities.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and County of Alameda, Health Care Services Agency, San Leandro, CA, for the latter to process and submit Medi-Cal Administrative Activity (MAA) claims to the State for reimbursement to the District, for a fee of 2.5% of the projected \$1,500,000 - \$1,750,000 of MAA reimbursement the District expects to receive for the period of July 1, 2012 through June 30, 2013.

Recommendation Approval of professional services contract between Oakland Unified School District and Alameda County Health Care Services Agency. Services to be primarily provided to 922/Family, School, and Community Partnerships Department for the period of July 1, 2012 through June 30, 2013.

Fiscal Impact Funding resource name: 0099/Medi-Cal Administrative Activity not to exceed the amount of \$43,750.00.

Attachments

- Memorandum of Understanding
- Insurance Certification

**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
MEMORANDUM OF UNDERSTANDING**

Between the

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY

and

Oakland Unified School District

FOR FISCAL YEAR 2012-2013

ARTICLE I - PURPOSE OF AGREEMENT

- A. The Alameda County Health Care Services Agency hereinafter referred to as the HCSA has entered into a contract with the State Department of Health Care Services hereinafter referred to as the State to establish a means of claiming Title XIX federal financial participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal program as set forth in W&I Code Section 14132.47.
- B. The purpose of the State-HCSA contract is to assist the State in the proper and efficient administration of the Medi-Cal Program. Assistance by the HCSA in providing Medi-Cal administration has been determined to be an effective method of assuring the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals served by the LGA and their subcontractors.
- C. The State recognizes the unique relationship that the HCSA has with Medi-Cal eligible individuals. It further recognizes the expertise of the Centers for Medicare and Medicaid Services (CMS) in identifying and assessing the health care needs of Medi-Cal eligible individuals it serves. The State, in order to take advantage of this expertise and relationship, has, by contract, designated the HCSA as the Local Government Agency (LGA) for purposes of submitting Medi-Cal Administrative Activity (MAA) claims to the State.
- D. HCSA, as LGA, recognizes the unique relationship that certain other departments and entities in the County have with Medi-Cal eligible individuals. It further recognizes their expertise in identifying and assessing the health care needs of the Medi-Cal eligible individuals they serve. As the LGA, the HCSA is authorized to enter into agreements with a department/entity performing MAA, hereinafter referred to as the Contractor, in support of HCSA, as the LGA claiming administrative reimbursement. The HCSA, in order to take advantage of the Contractor's expertise and relationship, enters into this agreement herewith.

ARTICLE II - MUTUAL OBJECTIVES

Both parties to the Agreement agree:

- A. To ensure that Medi-Cal potentially eligible individuals, and their families where appropriate, served by the Contractor are informed of the Medi-Cal Program, how to access it, and assisted in accessing the Medi-Cal program, if needed.
- B. To ensure that assistance is provided to Medi-Cal eligible individuals and their families where appropriate, in facilitating their receipt of services and activities in the Medi-Cal program.

- C. That this Agreement is governed by 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and by federal Office of Management and Budget (OMB) circular A-87, as periodically amended.

ARTICLE III - CONTRACTOR RESPONSIBILITIES

- A. Perform Medi-Cal administrative activities (MAA) on behalf of the HCSA to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families (where appropriate) served by the Contractor.

MAA performed by Contractor will be eligible for FFP only when they are identified in a MAA claiming plan approved by the State and the federal CMS:

1. **MEDI-CAL OUTREACH:** The only allowable Medi-Cal outreach for purposes of Medi-Cal administrative claiming is to groups or individuals targeted to two goals:
 - a. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
 - b. Bringing Medi-Cal eligible people into Medi-Cal services (information and referral).

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated. Local education agencies (LEAs) may only conduct outreach to the populations served by their school districts, i.e., students and their parents or guardians. LEA staff providing Medi-Cal targeted case management (TCM) services pursuant to W&I Code Section 14132.06, shall not be permitted to claim for MAA.

NOTE: Public health outreach conducted by Contractors shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

NON ALLOWABLE: Some activities are not considered Medi-Cal outreach under any circumstances, as follows:

- a. General preventive health education programs or campaigns addressed to lifestyle changes in the general population (e.g., SANE, DARE, dental prevention, anti-smoking, alcohol reduction, etc.) are not allowable MAA.
- b. Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.

ALLOWABLE: Allowable outreach activities shall be discounted by the Medi-Cal percentage or not discounted as follows:

- a. **NOT DISCOUNTED:** Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and

the costs do not have to be discounted by the Medi-Cal percentage. These campaigns are Medi-Cal only eligibility outreach campaigns.

Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs also do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not be discounted.

- b. **DISCOUNTED:** Outreach campaigns directed towards bringing specific high risk populations (including both Medi-Cal and non-Medi-Cal persons), for example, low income pregnant women or substance abusers, into health care services, are only allowable to the extent they bring Medi-Cal eligibles into Medi-Cal services. The costs of these activities are claimable as Medi-Cal administration, but discounted by the Medi-Cal percentage.

If a specific Medi-Cal health education program is included as part of a broader general health education program, the Medi-Cal portion may be allowable if the cost of the general health education program is discounted according to the Medi-Cal percentage.

Telephone, walk-in, or drop-in services for referring persons to Medi-Cal services, sometimes called "Information and Referral" are also allowable and discounted by the Medi-Cal percentage.

County-wide averages or other methods approved by the State and CMS for calculating the Medi-Cal percentage discount may be utilized.

The Contractor may contract with non-governmental agencies or programs to conduct outreach activities. The subcontracted providers of TCM services, except in local education agencies, may conduct outreach activities, so long as the TCM service(s) and outreach activities are not performed by the same subcontractor employee. The subcontracted providers shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing allowable MAA outreach activities. Subcontracts must specify that MAA shall be subject to the limitations set forth with respect to MAA in the Agreement.

2. **FACILITATING MEDI-CAL APPLICATION (Eligibility Intake):** This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or redetermination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county social services department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted by the Medi-Cal percentage.

The Contractor may subcontract with non-governmental agencies or programs to conduct

eligibility intake activities. Providers of TCM services may conduct eligibility intake, so long as the TCM service(s) and eligibility intake are not performed by the same employee. The non-governmental agencies or programs shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing Medi-Cal eligibility intake activities.

3. **MEDI-CAL NON-EMERGENCY TRANSPORTATION:** The actual costs of arranging and providing non-emergency transportation, and accompaniment, when medically necessary, by an attendant (not a TCM case manager) of Medi-Cal eligibles to Medi-Cal services are allowable as a Medi-Cal administrative cost to the extent that such costs are actually borne by the Contractor in accordance with 42 Code of Federal Regulations, Section 440.170. Examples of allowable non-emergency transportation costs include: taxi vouchers, bus tokens, mileage, etc. The cost of providing non-emergency transportation for which no actual cost is borne by the HCSA or Contractor is not an allowable MAA cost.

SEPARATE TRANSPORTATION UNIT OR SERVICE: In situations where a Contractor operates a separate transportation unit or contracts for the provision of transportation services, the costs of the unit or the contractor of actually providing the Medi-Cal non-emergency transportation services for Medi-Cal eligibles to Medi-Cal covered services is an allowable Medi-Cal administrative cost. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, or by any other method allowed by federal law and regulation.

TRANSPORTATION COSTS AND TCM: The costs of arranging for transportation of Medi-Cal eligibles to Medi-Cal services are part of the TCM rate. Therefore, the costs incurred by TCM case managers in arranging transportation for Medi-Cal eligibles to Medi-Cal services are not claimable as Medi-Cal administration. The TCM rate includes the travel costs incurred by the TCM case manager in providing the TCM services. A TCM case manager may transport or accompany a Medi-Cal eligible to a Medi-Cal service appointment only if the case manager is performing case management functions while actually accompanying the client. In such situations, the costs of the accompanying and transportation will be in the TCM rate and should not be claimed separately as an administrative activity.

4. **CONTRACTING FOR MEDI-CAL SERVICES:** This activity involves entering into contracts with community-based organizations (CBO) or other provider agencies for the provision of Medi-Cal services and/or MAA, other than TCM. The costs of TCM subcontract administration should be included in the TCM rate. Subcontracts must specify that MAA shall be subject to the limitations set forth with respect to MAA in this Agreement. This activity is not claimable by CBO (501-C-3) designated agencies.

NOTE: Contractors have the option of claiming the costs of contract administration for allowable MAA, such as Outreach, under that activity or the costs may be claimed under Contract administration. Under no circumstances are the costs of contract administration for allowable MAA to be claimed under both Contract administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract administration.

Contracting for Medi-Cal services and/or MAA is claimable as an administrative activity when the administration of those contracts meets all of the following criteria:

- a. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.
- b. The contract administration involves contractors that provide Medi-Cal services

and/or MAA. The costs of contracting for TCM services with non-Contractor providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as MAA.

- c. TCM case managers and contractor's subcontractors, except for school district staff, cannot claim for contract management. It is claimable only when performed by a Contractor. Schools may contract for Medi-Cal services in connection with the LEA billing option.
- d. The administrative costs of contracting by contractors as service providers under managed care arrangements may not be claimed administratively and are considered to be in the managed care capitation payment to the Contractor.
- e. The contract administration must be directed to one or more of the following goals:
 - (1) Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;
 - (2) Providing technical assistance to Medi-Cal subcontractors regarding County, State and Federal regulations;
 - (3) Monitoring provider agency capacity and availability; and
 - (4) Ensuring compliance with the terms of the contract.

The contracts being administered must be for Medi-Cal services and/or MAA and may involve Medi-Cal populations only or may be general medical service contracts involving Medi-Cal and other indigent, non-Medi-Cal populations. When the contract involves a Medi-Cal and non-Medi-Cal population, the costs of contract administration shall be **discounted** by the Medi-Cal percentage.

5. **PROGRAM PLANNING AND POLICY DEVELOPMENT:** This activity may be **ENHANCED** (at 75 percent FFP) if performed by an SPMP, or **NON-ENHANCED** (at 50 percent FFP) if performed by a non-SPMP.

NOT ALLOWABLE: This activity is not allowable if staff performing this function are employed full-time by LGA service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate and separate MAA claiming is not allowed.

This activity is not allowable if staff who deliver services part-time in a LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

This activity is not allowable when performed by a Targeted Case Management case manager.

ALLOWABLE: This activity is claimable when performed, either part-time or full-time, by one or more Contractor/LEA employees and subcontractors whose tasks officially involved PP&PD. Contractor/LEA employees performing program and planning and policy development must have those tasks identified in the employees' position description/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of program planning and policy development activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more Contractor/LEA employees who spend 100 percent of their paid working time performing this activity. The activity is claimable only if the administrative amounts being claimed for program planning and policy development persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed are such persons employed (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing PP&PD activities less than 100 percent of their paid working time will be based on a time study.

In contractors with county-wide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

Under the conditions specified above, the following tasks are allowable as MAA:

- a. Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program or specific group.
- b. Interagency coordination to improve delivery of Medi-Cal services.
- c. Developing resource directories of Medi-Cal service providers.
- d. For subcontractors, some PP&PD support services are allowable, such as developing resources directors, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for the expansion of Medi-Cal services.

6. **MAA/TCM COORDINATION AND LGA CLAIMS ADMINISTRATION:** LGA employees whose position description/duty statement includes the administration of MAA and TCM on an LGA-wide basis, may claim for the costs of these activities on the MAA invoice as a direct charge. Costs incurred in the preparation and submission of MAA claims at any level, including staff time, supplies, and computer time, may be direct charged.

If the MAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of MAA/TCM coordination and/or claims administration. The percentage certified for the MAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming.

The LGA (HCSA) MAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the HCSA administration of MAA and TCM services at the HCSA-wide level:

- a. Drafting, revising, and submitting MAA claiming plans, and TCM performance monitoring plans.
- b. Serving as liaison with and monitoring the performance of claiming programs within the LGA and with the state and federal governments on MAA and TCM.
- c. Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting MAA and TCM invoices on a LGA-wide basis to the State.
- d. Attending training sessions, meetings, and conferences involving MAA and/or TCM.

- e. Training LGA program and subcontractor staff on State, Federal, and local requirements for MAA and/or TCM claiming.
- f. Ensuring that MAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

NOTE: The costs of the LGA (HCSA) MAA/TCM Coordinators' time and claims administration staff time must not be included in the TCM rate or in MAA claiming, since the costs associated with the time are to be direct charged. Charges for supervisors, clerical, and support staff for these employees may be allocated based upon the percentage of certified time of the MAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.

- 7. **GENERAL ADMINISTRATION:** This includes activities that are eligible for cost distribution on an OMB Circular A-87 approved cost allocation basis. These costs are to be distributed proportionately to all of the activities performed:
 - a. Attend or conduct general, non-medical staff meetings;
 - b. Develop and monitor program budgets;
 - c. Provide instructional leadership, site management, supervise staff, or participate in employee performance reviews;
 - d. Review departmental or unit procedures and rules;
 - e. Present or participate in, in-service orientations and programs;
 - f. Participate in health promotion activities for employees of the Contractor; and
 - g. Earn compensatory time off (CTO).
 - 8. **PAID TIME OFF:** This activity is to be used by all staff involved in MAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or CTO which shall be allocated as prescribed by the State.
 - 9. **OTHER TRAINING:** Training activities shall be time studied in accordance with the purpose of the training. For example, training related to Medi-Cal outreach shall be claimed as "Outreach"; training related to assisting a potential applicant complete a Medi-Cal application shall be claimed as "Facilitating Medi-Cal Application", etc. Training that is unrelated to MAA is not allowable.
- B. Conduct a time survey as determined by the State, using the State Department of Health Care Services form DHS 7093, which will be disseminated through policy directives issued by the State to the HCSA. The survey will identify:
- (1) All time spent on each of the above allowable Medi-Cal Administrative Activities.
 - (2) Non-claimable activities.
 - (3) General administration and paid time off in which they will be proportionately allocated

to all activities.

- (4) The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR Sections 432.50, 433.32, and 433.34, and 45 CFR Parts 74 and 95, OMB Circular A-87 and W & I Code 14132.47.

NOTE: All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on form DHS 7093, as appropriate.

- C. Comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the Medi-Cal Policy Division and the Administrative Division of the State Department of Health Care Services, which define program specific allowable Medi-Cal administrative activities.
- D. Provide to the HCSA, a comprehensive Medi-Cal administrative Claiming Plan in the format specified by the State. The claiming plan must be approved by the HCSA, State and federal CMS prior to the submission of MAA invoices. Invoices received by the HCSA prior to the approval of the MAA claiming plan will be rejected.
- E. Provide the HCSA with complete invoice and expenditure information to include in the County MAA claim no later than twelve (12) months after the end of the quarter for which the claim was submitted. This information shall be provided in a standardized Summary Invoice and Detailed Invoice as identified in Article IV, HCSA Responsibilities, Item C.

The Summary Invoice must be submitted to the State under the LGA's original letterhead and have an original signature of a person who has been granted the authority by the LGA to sign this invoice on behalf of the LGA.

The Detailed Invoice identifies the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate detailed invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming MAA costs pursuant to this Agreement, except for contracted employees under the direct control of the LGA. Contracted employees' costs shall be aggregated and reported in accordance with the MAA Invoice instructions. The Detailed Invoice(s) for each of the programs being claimed shall correspond to the name of the claiming programs identified in the LGA's MAA Claiming Plan.

- F. Obtain certification for the non-federal match from the LGA's or other governmental entity's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for Medi-Cal administrative activities performed pursuant to Welfare and Institutions Code Section 14132.47. The following certification statement shall be made on each invoice submitted to the HCSA for payment for the performance of Medi-Cal administrative activities:

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51 for allowable administrative activities and that these claimed expenditures have not been nor will not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act."

The HCSA shall deny submission or payment of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of federal financial participation.

- G. Retain all necessary records for a minimum of five (5) years after the end of the quarter in which the expenditures were incurred for the Medi-Cal administrative activities and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the

final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later. The records shall fully disclose the type and extent of administrative activities performed by appropriate staff. The Contractor shall furnish said documentation, and any other information regarding payments for performing Medi-Cal administrative activities, upon request, to the HCSA, State and the federal government.

- H. Be responsible to the HCSA for all requirements under this Agreement even though the requirements are carried out pursuant to a Contractor subcontract. All Contractor's subcontracts shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-governmental entities performing Medi-Cal administrative activities pursuant to the provisions of this Agreement shall be deemed true subcontractors of the Contractor.
- I. Enter into Interagency Agreements or Memoranda of Understanding with all departments/entities performing Medi-Cal administrative activities in support of the Contractor claiming administrative reimbursement. The Contractor shall have available for HCSA, State and/or federal review, any Interagency Agreement or Memoranda of Understanding to perform administrative activities under the auspices of the Medi-Cal Program.
- J. Designate an employee to act as the liaison with the HCSA for issues concerning this Agreement.
- K. Not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age or sex.
- L. Ensure all applicable HCSA, State and federal requirements, as identified in Article II, C, are met in performing MAA under this Agreement. It is understood and agreed that failure by the Contractor to ensure all applicable HCSA, State and federal requirements are met in performing MAA under this Agreement shall be sufficient cause for the HCSA to deny or recoup payments to the Contractor and/or to terminate this Agreement.
- M. Request a letter of intent to participate in the MAA program seven (7) months prior to the termination of contract.
- N. Ensure all participating Contractor staff claiming reimbursement through Title XIX Medi-Cal administrative claiming receives copies of applicable correspondence sent to Contractor by HCSA.
- O. Ensure all participating Contractor staff receives clear instructions in all areas of MAA Claiming, consistent with county-wide policy regarding MAA.
- P. Ensure no duplicate billings occur.

ARTICLE IV - HCSA RESPONSIBILITIES

- A. Make available to the Contractor the State MAA/TCM Provider Manual, State Policy and Procedure Letters (PPLs) and any other instructions, information and forms necessary for the Contractor to perform and submit claims for MAA; training and technical support related to documenting MAA, preparing and submitting the MAA Claiming Plan and MAA claims.
- B. Upon the Contractor's compliance with all provisions pursuant to this Agreement, and upon the submission of a quarterly claim, according to the provisions of Article III, items D, E and F of this Agreement, based on valid and substantiated information, the HCSA agrees to accept, review, process and forward to the State as part of the County MAA claim, Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Costs may include the expenses

of staff and the operating expenses and equipment costs necessary to carry out the staff activities outlined in this Agreement.

1. The maximum rate of federal reimbursement for compensation (salary and benefits), of activities qualifying under federal regulations applying to "skilled professional medical personnel" of a public agency and their "directly supporting staff" shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their directly supporting staff, shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their directly supporting staff shall be 50 percent.
 2. An SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession and who performs duties and responsibilities requiring professional medical knowledge and skills. Directly supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
 3. The rate of federal reimbursement is 50 percent FFP for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Article III, Contractor Responsibilities, Section A.
 4. The maximum rate of reimbursement for all non-public (CBO) subcontractors to the Contractor shall be 50 percent for all categories of cost.
- C. Provide the Contractor with a standardized format for the **Summary Invoice, Detailed Invoice and Claiming Plan**, which will be disseminated through policy directives issued by the State, via HCSA.
- D. Review Claiming Plans and Contractor initiated amendment(s) to the Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.
- E. Submit HCSA approved claiming plans and amendments to the State for review and approval.
- F. Make available to contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures.
- G. Act as a pass-through agency for Contractor MAA claims. Changes in any federal regulation affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this Agreement, will be applied herein as provided in such changes to the regulations. As the State becomes aware of changes in applicable federal regulations, it will forward such information to HCSA, who in turn will forward the information to the Contractor.
- H. Maintain a copy of claims and backup documentation provided to HCSA by the Contractor as audit files for a period of five (5) years after claim submission; or, if an audit is in process, five years after the completion of the audit.
- I. HCSA will make audit files available to the State or Federal auditors and will respond to questions, which can be answered using those files.
- J. Designate a liaison with the Contractor for issues regarding this Agreement. All such issues shall be directed to:

Alameda County Health Care Services Agency
Countywide MAA/TCM Coordinator
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

ARTICLE V - JOINT RESPONSIBILITIES

- A. The HCSA and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2, and 22 California Code of Regulations Section 51009.
- B. Both parties accept and agree to comply with the applicable standards set forth in **Exhibit C** of the State MAA Contract entitled, "General Terms and Conditions" (GTC 307, dated 03/28/07) and with the applicable standard set forth in **Exhibit D** of the State MAA contract entitled, "Special Terms and Conditions", which are incorporated by reference and made part of this Agreement as though fully set forth herein.

ARTICLE VI - TERM OF AGREEMENT

- A. The term of this Agreement is **July 1, 2012 through June 30, 2013**
- B. This Agreement may be amended at any time by mutual written agreement of the two parties to this Agreement. The Contractor must address a written request for amendment to the HCSA per Article IV, Item J.
- C. Either party may terminate this Agreement without cause by delivering written notice of termination to the other party at least thirty (30) days prior to the effective date of termination.

ARTICLE VII - FISCAL PROVISIONS

Reimbursement under this Agreement shall be made in the following manner:

- A. Upon the Contractor's compliance with all provisions pursuant to this Agreement, and upon the submission of a quarterly Summary Invoice and Detailed Invoice(s), the HCSA agrees to process claims for reimbursement. Reimbursement is conditioned on the Contractor supplying the aforementioned valid and substantiated information, satisfactory to the State within the time limits specified in this Agreement. Reimbursement shall not be withheld pending the submission of similar claims by other Contractors who have entered into a similar Agreement.
- B. The Summary Invoice and Detailed Invoice shall be submitted quarterly to:

Alameda County Health Care Services Agency
Countywide MAA/TCM Coordinator
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

- C. Both the HCSA and the Contractor agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the US Congress.

- D. The Agreement will automatically terminate, without penalty by operation of law, at the end of the term for which funds are appropriated by the U.S. Congress.
- E. Transfer of funds is contingent upon the availability of Federal Financial Participation.
- F. This Agreement is valid and enforceable only if Contractor certifies that sufficient matching funds are available for the purpose of this program. Agreement is also subject to any additional restrictions, limitations or conditions enacted by the appropriate governing body, which may affect the provisions, term, or funding of this Agreement in any manner.
- G. This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated by the US Congress for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- H. The Contractor shall reply in a timely manner, to any request for information by HCSA, or by the State, or to any audit exceptions by state and federal audit agencies that directly relate to the Medi-Cal administrative activities to be performed under this Agreement.

Both parties to this Agreement recognize that the HCSA is liable only for an audit exception which relates to administrative activities under this Agreement, and has no liability for any other Contractor which may enter into a similar Agreement with the HCSA for the performance of MAA.

- I. After the HCSA has received reimbursement from the State for a quarterly MAA claim, the HCSA agrees to pay Contractor an amount equal to the Federal reimbursement of Contractor's expenditures, subject to the other provisions in this section of the Agreement. Payment shall be made based on Contractor supplying the foregoing information to the HCSA.
- J. The HCSA will withhold from all MAA reimbursement received for Contractor an administrative fee in the amount of **two and one half (2.5) percent** of the total reimbursement received. The administrative fee covers the following: payment of the State participation fee, provision of training, materials and technical assistance, processing and submission of the Contractor portions of the County MAA Claiming Plan, processing/submission of Contractor's quarterly claim, audit review and support.

VIII - LIMITATION OF HCSA LIABILITY

- A. Notwithstanding any other provision of this Agreement, the HCSA shall be held harmless by Contractor, in accordance with paragraphs B and C below, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this Agreement, less the amounts already submitted to the HCSA pursuant to W&I Code Section 14132.47(m) for the disallowed claim and from any and all liabilities, claims, actions or judgments arising out of Contractor's performance under this Agreement.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Medi-Cal administrative activities, the HCSA shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the HCSA pursuant to W&I Code Section 14132.47(m) for the disallowed claim. All subsequent claims submitted to the HCSA applicable to any previously disallowed Medi-Cal administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for

which the Contractor has received reimbursement for Medi-Cal administrative activities performed by a non-governmental entity under Agreement with, and on behalf of, the Contractor, the HCSA shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest, less the amounts already remitted to the HCSA pursuant to W&I Code Section 14132.47(m) for the disallowed claim.

- D. Both parties to this Agreement recognize that the Contractor is liable only for an audit exception which relates to administrative activities under this Agreement, and has no liability for any other Contractor which may enter into a similar Agreement with the HCSA for the performance of Medi-Cal administrative activities.

ARTICLE IX- GENERAL PROVISIONS

- A. This Contract constitutes the entire contract between the parties. Any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties or privileges in connection with this Agreement.
- B. The HCSA shall have the right to access, examine, monitor and audit all records, documents, conditions and activities of the Contractor and their subcontractors related to the programs funded by this Agreement.
- C. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- D. Should any disagreement arise between the HCSA and the Contractor on any provisions of this Agreement, the parties agree that the same shall be submitted in writing to each other and be the subject of discussion between the HCSA liaison and Contractor liaison herewith designated, and in a good faith effort to achieve resolution. If mutual agreement cannot be reached within 30 days after receipt of the written issue of dispute, the Contractor may request a meeting with the Director, or his or her designee, to present its concerns. If the Director or his or her designee cannot meet, the HCSA shall respond in writing to the Contractor, with the HCSA's position. Thereafter, the decision of the Director shall be final. The date of "receipt" shall be the date the written disagreement is postmarked.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- F. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by Agreement amendment by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, conditions, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- G. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors.

Submission of a falsified Summary Invoice or Detailed Invoice by a Contractor shall constitute a breach of Agreement. Submission of a Summary Invoice or Detailed Invoice for which there is no supporting documentation by a Contractor may constitute a material breach of Agreement and ground for immediate termination of this Agreement.

The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or

subcontractor, or employee of a subcontractor, from participation in the Medi-Cal administrative claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal administrative claiming process, shall constitute a material breach of Agreement and ground for immediate termination of this Agreement.

Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal administrative claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal administrative claiming process shall constitute a material breach of Agreement and ground for immediate termination of this Agreement.

Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a material breach of Agreement and ground for immediate termination of this Agreement.

H. Child Support Compliance Act Acknowledgement

Effective January 1, 1999, by signing an MOU that exceeds \$100,000.00, the Contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
3. Questions about the New Employee Registry and reporting requirements are to be directed to the California Employment Development Department.

I. Year 2000 Compliance Requirements

The Contractor represents and warrants fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered and used under this contract individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through and beyond January 1, 2000, and shall be transparent to the used.

J. Timely Submission of Final Invoice

1. A final undisputed invoice shall be submitted for final payment as soon as practical,

following the contract expiration or termination date and, in no case, later than twelve (12) calendar months following the expiration or termination date of this contract, unless a later or alternate deadline is negotiated and agreed upon in writing by the HCSA. Said invoice should be clearly marked "Final Invoice", to indicate that all payment obligations of the HCSA under this contract have ceased and that no further payments are due or outstanding.

2. HCSA, at its discretion, may elect not to honor any delinquent final invoice; if the Contractor fails to obtain prior written HCSA approval of an alternate final invoice submission deadline. Written HCSA approval to extend the final invoice submission deadline shall be sought prior to the expiration or termination date of this contract.
3. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit D)" acknowledging submission of the final invoice to the County and certifying the approximate percentage amount, if any, of recycled products used in performance of this contract.

K. Prohibited Use of State Funds for Software

Contractor certified that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

L. Claiming Overhead Costs

If one of the components of cost to be claimed as part of MAA is Contractor's overhead costs, then there are certain federal requirements that must be met. In order to claim administrative overhead, also referred to as "External Administrative Overhead" costs, County and City governments must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. A local governmental agency's plan is submitted to the California State Controller's Office, which was delegated authority from the Federal Government to approve it.

Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

Contractor administrative overhead costs are allowable for FFP only if there is an overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

NOTE: Both external and internal administrative cost allocation plans for all agencies must comply with provisions of the federal OMB Circular A-87, entitled "Cost principles applicable to grants and contracts with State and local governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."

M. Requirements of Enhanced Federal Financial Participation

Stipulation for enhanced funding: Per 42CFR, Section 432.2 et seq., and Section 433.1 et seq., Skilled Professional Medical Personnel (SPMP), and directly supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical

practice and who are in an employer-employee relationship with the LGA. SPMP's do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.

The seventy-five percent (enhanced) federal matching rate is only available for an LGA that is contractually linked to the Department of Health Care Services to perform MAA. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their directly supporting clerical staff who are in an employee-employer relationship with the LGA and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.

Fifty percent (non-enhanced) federal matching rate can be claimed for any of the LGA's other staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and directly supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA Program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system.

Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

- N. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

File ID Number: 13-0373
Introduction Date: 3/27/13
Enactment Number: 13-0053
Enactment Date: 3/27/13
By: OS

ARTICLE X - EXECUTION

The undersigned hereby warrants that s/he has the requisite Authority to enter into this Agreement on behalf of the Contractor and thereby bind the Contractor to the terms and conditions of the same.

CONTRACTOR

HCSA

Authorized Representative's Signature

Authorized Representative's Signature

David Kakishiba 3/28/13
Date
President, Board of Education

Date

Printed Name

Alex Briscoe

Printed Name

Edgar Rakestraw, Jr.
Title
Edgar Rakestraw, Jr., Secretary
Board of Education 3/28/13

Director

Title

Agency

Health Care Services Agency

Agency

Address

1000 San Leandro Blvd., Suite 300.

Address

City, State, Zip code

San Leandro, California 94577

City, State, Zip code

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: [Signature]

Attorney at Law

x [Signature]

Curtiss Sarikey
Associate Superintendent
Family, School, and Community Partnerships Dept.

x [Signature]

Joanna Locke
Director, Health and Wellness

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

MMI-50

CERTIFICATE OF COVERAGE

09/21/2012

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 P.O. BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE NO: 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY **A CSAC Excess Insurance Authority**

MEMBER

ALAMEDA COUNTY
 ATTN: KAREN CAOILE
 125 - 12TH STREET, 3RD FLOOR
 OAKLAND, CA 94607

COVERAGE AFFORDED BY **B**

COVERAGE AFFORDED BY **C**

COVERAGE AFFORDED BY **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	Medical Professional Services Limited General Liability	EIA 10 M1 CM 01	10/01/2012	10/01/2013	POOL LAYER - CLAIMS MADE \$ 1,500,000 PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S SELF-INSURED RETENTION; NO AGGREGATE REINSURANCE LAYER - OCCURRENCE \$10,000,000 MEDICAL PROFESSIONAL SERVICES PER MEDICAL EVENT PER MEMBER AND ANNUAL AGGREGATE PER MEMBER EXCESS OF POOL LAYER AND MEMBER'S SELF-INSURED RETENTION \$10,000,000 LIMITED GENERAL LIABILITY PER EVENT, OFFENSE OR ANY COMBINATION THEREOF PER MEMBER AND ANNUAL AGGREGATE PER MEMBER EXCESS OF POOL LAYER AND MEMBER'S SELF-INSURED RETENTION \$25,000,000 ANNUAL PROGRAM AGGREGATE LIMIT FOR ALL MEMBERS AND COVERAGES COMBINED SUBJECT TO A \$100,000 SELF-INSURED RETENTION PER MEDICAL EVENT, EVENT OR OFFENSE
		EIA 10 M1 OCC 01	10/01/2012	10/01/2013	

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY AND OAKLAND UNIFIED SCHOOL DISTRICT FOR MEDICAL ADMINISTRATIVE ACTIVITIES.

Certificate Holder

OAKLAND UNIFIED SCHOOL DISTRICT
 495 JONES AVENUE
 OAKLAND, CA 94603

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY