

CONTRACT FOR SERVICES #771-00911

BETWEEN

COUNTY OF EL DORADO

AND

WOMENSPACE UNLIMITED SOUTH LAKE TAHOE WOMEN'S CENTER

THIS CONTRACT, made this 1st day of July 2009, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "COUNTY" and WOMENSPACE UNLIMITED SOUTH LAKE TAHOE WOMEN'S CENTER, hereinafter called "SLT WOMEN'S CENTER", a community based organization with main offices located at 2941 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150.

WHEREAS, the State of California, hereinafter referred to as "State", has executed a Medi-Cal Administrative Activities (MAA) Contract with the COUNTY as the Local Governmental Agency (LGA), has assigned the County a MAA number, and has authorized the County to enter into written Contracts with others for the purpose of provision of MAA services in accordance with Sections 14132.44 through 14132.49 of the Welfare and Institutions (W&I) Code;

WHEREAS, assistance in providing MAA by the COUNTY 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 COUNTY.

WHEREAS, the COUNTY and SLT WOMEN'S CENTER desire to establish a means of claiming costs necessary relative to the provision of MAA to assist eligible individuals in gaining access to needed medical care, health insurance benefits and other services as set forth in United States Code (USC) Title 42, Section 1396n(g)(2);

WHEREAS, the COUNTY recognizes the unique relationship that SLT WOMEN'S CENTER has with Medi-Cal eligible and potentially eligible individuals and families and fully recognizes, the expertise of SLT WOMEN'S CENTER in identifying, assessing and coordinating the health care needs of individuals and families it serves. In order to take advantage of this expertise and relationship, SLT WOMEN'S CENTER participation in MAA is supported and encouraged.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. MUTUAL OBJECTIVES

To ensure that Medi-Cal potentially eligible individuals, and their families where appropriate, served by COUNTY and SLT WOMEN'S CENTER are informed of the Medi-Cal Program, how to access it, and are assisted in accessing the Medi-Cal Program, if needed.

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.

That this Contract 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.

II. TERMS OF CONTRACT

The term of this Contract shall become effective on July 1, 2009, and shall remain in effect until terminated by either party.

Either party may terminate this Contract, without cause, by delivering written notice of termination to the other party at least thirty (30) days prior to the effective date of termination.

This Contract may be amended at any time by mutual written Contract of the two parties to this Contract. SLT WOMEN'S CENTER must address a written request for amendment to COUNTY.

III. DEFAULT, TERMINATION OR CANCELLATION

Default: upon the occurrence of any default of the provision of this contract, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract

unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

Either party may terminate this Contract, without cause, by delivering written notice of termination to the other party at least thirty (30) days prior to the effective date of termination.

IV. COMPENSATION

- A. COUNTY will have no obligation to SLT WOMEN'S CENTER above funds received from the State for the SLT WOMEN'S CENTER claiming unit. All compensation will be paid by the COUNTY to SLT WOMEN'S CENTER as outlined in paragraph C. The COUNTY will send the reimbursement to SLT WOMEN'S CENTER within 60 days of receipt of the compensation at the COUNTY'S Treasurer's Office.
- B. Reimbursement will be based on invoices submitted to the State for the SLT WOMEN'S CENTER claiming unit expenditures for activities performed on behalf of El Dorado County under the Medi-Cal Administrative (MAA) Program.
- C. Any revenue received by COUNTY as a result of a SLT WOMEN'S CENTER claiming unit will be distributed based on the following percentage methodology:

SLT WOMEN'S CENTER Reimbursement	80%
Administrative Fee Retained by COUNTY	10%
Audit Reserve Retained by COUNTY	10%

These funds may be used by SLT WOMEN'S CENTER to further MAA program objectives and the activities described in Section VI, Paragraph 6.

- D. The administrative fee retained by COUNTY shall be used to cover the cost of administering the MAA/TCM program and the claiming process, including, but not limited to: claims preparation in consultation with SLT WOMEN'S CENTER, claims processing, advocacy with State and Federal representatives on behalf of SLT WOMEN'S CENTER, technical assistance, training, and quality assurance/quality improvement monitoring including on-site reviews.
- E. Those funds retained by COUNTY as a reserve to cover in part or in whole any fiscal exceptions which might occur as a result of a state or federal audit shall be held by COUNTY for a period of four years and any remainder after all final exceptions have been resolved shall thereafter be returned to SLT WOMEN'S CENTER.

- F. This Contract is valid and enforceable only if SLT WOMEN'S CENTER certifies that sufficient matching certified public expenditures (CPE) are available for the purpose of this program. (See Exhibit A) Contract is also subject to any additional restrictions, limitations or conditions enacted by the appropriate governing body which may affect the provisions, terms or funding of this Contract in any manner.
- G. It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Contract were executed after the determination was made.
- H. This Contract 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 Contract will terminate without penalty, at the end of the term for which funds are appropriated.
- I. Transfer of funds is contingent upon the availability of Federal Financial participation.

V. COUNTY REQUIREMENTS:

COUNTY will:

- A. Retain all necessary records for a minimum of four (4) 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. SLT WOMEN'S CENTER shall furnish said documentation, and any other information regarding payments for performing Medi-Cal Administrative Activities, upon request, to the COUNTY, State and Federal government.
- B. Submit the Summary Invoice 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.

- C. Enter into contracts with the State on behalf of the County for the reimbursement of costs of providing MAA services at a reimbursement rate prescribed by Centers of Medicare and Medicaid Services (CMS).
- D. Provide to SLT WOMEN'S CENTER all relevant materials received from the State regarding claiming for MAA reimbursement.
- E. Claim the costs of the following activities, as well as any other reasonable activities through the LGA MAA/TCM Coordinator directly related to the COUNTY administration of MAA at the LGA-wide level, including:
 - 1. Drafting, revising, and submitting MAA claiming plans.
 - 2. Serving as liaison with and monitoring the performance of claiming programs within the LGA and with the state and federal governments on MAA.
 - 3. Administer LGA claiming, including overseeing, preparing, compiling revising, and submitting MAA invoices on an LGA-wide basis to the State.
 - 4. Attend training sessions, meetings, and conferences involving MAA.
 - 5. Train LGA program and subcontractor staff on State, Federal, and local requirements for MAA claiming.
 - 6. Ensure that MAA invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers.
 - 7. In conjunction with the SLT WOMEN'S CENTER Claims Administrator, conduct an annual time survey for one month as selected by the State, using the State Department of Health Services form, which will be disseminated through policy directives issued by the State to COUNTY. The survey will identify all time spent on each of the allowable Medi-Cal Administrative Activities, non-claimable activities, general administration, and paid time off, which are proportionately allocated to all activities. 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 45 CFR parts 74 and 95, and OMB circular A-87.
 - 8. Make available to SLT WOMEN'S CENTER, the State MAA/TCM Manual, State Policy and Procedure Letters (PPLs) and any other

instructions, information and forms necessary for the SLT WOMEN'S CENTER 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.

9. Upon SLT WOMEN'S CENTER'S compliance with all provisions pursuant to this Contract, and upon the submission of a quarterly claim, based on valid and substantiated information, the COUNTY agrees to accept, review, process and forward to the State as part of the County MAA, SLT WOMEN'S CENTER claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal program on behalf of the COUNTY. Costs may include the expenses of staff and operating expenses and equipment costs necessary to carry out the staff activities outlined in this Contract.
10. Review claiming plans and SLT WOMEN'S CENTER initiated amendment(s) to the Claiming Plan.
11. Submit COUNTY approved claiming plans and amendments to the State for review and approval.
12. Make available to SLT WOMEN'S CENTER, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures.
13. Designate a liaison with SLT WOMEN'S CENTER for issues regarding this Contract. All such issues shall be directed to:

El Dorado County
Human Services Department
Community Services Division
County Wide MAA/TCM Coordinator
3057A Briw Road
Placerville, CA 95667

The county officer or employee with responsibility for administering this Contract is the Director of the Department of Human Services, or successor.

VI. SLT WOMEN'S CENTER RESPONSIBILITIES

SLT WOMEN'S CENTER will:

- A. Perform Medi-Cal Administrative Activities (MAA) services, as an agent of the County in order to improve the availability, accessibility, coordination, and appropriate utilization of preventative and remedial health care resources to Medi-Cal eligible individuals.
- B. Comply with enabling legislation, regulations, directives, policies, and program letters of the State Department of Health Care Services, as well as, directives from the COUNTY, which define program specific requirements. SLT WOMEN'S CENTER must also adhere to all of the requirements and standards of the MAA contract between the California Department of Health Care Services and El Dorado County.
- C. Provide to COUNTY requested materials to develop a comprehensive Medi-Cal Administrative Claiming Unit Plan, in the format specified by the State. The claiming plan must be approved by COUNTY, and California Department of Health Services, prior to the submission of MAA invoices. Invoices received by COUNTY prior to the approval of the MAA claiming plan will be rejected.
- D. MAA performed by SLT WOMEN'S CENTER will be eligible for FFP only when they are identified in a MAA claiming plan approved by the State.
- E. MAA Claiming Activities are:
 - 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 purposes of determining Medi-Cal eligibility.
 - 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.

Note: Public health outreach conducted by SLT WOMEN'S CENTER shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service area.

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

- a. General preventative health education programs or campaigns addressed to lifestyle changes in 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 encouraging 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 immunization campaign addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not to 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 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.

2. Facilitating Medi-Cal Application: 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 re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare 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.
3. Non-Emergency, Non-Medical Transportation: The actual costs of arranging and providing non-emergency, non-medical 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 LGA in accordance with 42 Code of Federal Regulations, Section 440.170. Examples of allowable non-emergency, non-medical transportation costs include taxi vouchers, bus tokens, mileage, etc. The cost of providing non-emergency, non-medical transportation for which no

actual cost is borne by SLT WOMEN'S CENTER is not an allowable MAA cost.

4. Program Planning And Policy Development: Because SLT WOMEN'S CENTER is a community based organization, this activity is non-enhanced (at 50 percent FFP) if performed by a SPMP or 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.

- a. 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.
- b. This activity is not allowable when performed by a Targeted Case Manager.

Allowable: This activity is claimable when performed either part-time or full time, by one or more SLT WOMEN'S CENTER employees whose tasks officially involved PP&PD. SLT WOMEN'S CENTER 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 the program planning and policy development activities must be allocated according to the countywide Medi-Cal or another approved discount methodology as specified in the approved MAA Claiming Plan.

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 and because SLT WOMEN'S CENTER has a knowledge and specialized relationship with clients in need of services within the South Lake Tahoe community, the following tasks are allowable as MAA under this activity:

- 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 to specific group.

- b. Interagency coordination to improve delivery of Medi-Cal services.
 - a. Developing resource directories of Medi-Cal services/providers.
5. 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. Examples of such activities are:
- 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 department 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 LGA and/or agency.
6. 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, or any off payroll time.
7. MAA Coordination: Costs incurred in the preparation and submission of MAA claims at any level, may be claimable.
- a. The SLT WOMEN'S CENTER staff involved in coordination and claims administration may claim the costs of the following activities, as well as any other reasonable activities directly related to the SLT WOMEN'S CENTER administration of MAA at the SLT WOMEN'S CENTER level:
 - (1) Drafting, revising, and submitting SLT WOMEN'S CENTER MAA Claiming Plans to COUNTY.
 - (2) Monitoring the performance of the claiming plans within SLT WOMEN'S CENTER.

- (3) Overseeing, preparing, revising SLT WOMEN'S CENTER MAA invoices and submitting these invoices to COUNTY. Gathering documentation requested by the LGA MAA/TCM Coordinator for invoice preparation.
 - (4) Attending training sessions, meetings, and conferences involving MAA.
 - (5) In coordination with the MAA/TCM Coordinator, conduct training on MAA program at SLT WOMEN'S CENTER.
 - (6) Ensure that MAA invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers within SLT WOMEN'S CENTER.
 - (7) Reviewing the SLT WOMEN'S CENTER time surveys and secondary documentation for accuracy prior to submitting to the LGA MAA/TCM Coordinator.
- F. Certify 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. SLT WOMEN'S CENTER The following certification statement shall be made on each invoice submitted to the COUNTY 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 COUNTY shall deny submission or payment of any claim submitted under this Contract if it determines that the certification is not adequately supported for purposes of federal financial participation.

- G. The non-federal match for MAA reimbursement must be a certified public expenditure (CPE). SLT WOMEN'S CENTER must provide the COUNTY with copies of all contracts SLT WOMEN'S CENTER wishes to use as this CPE. An analysis of the MAA activities provided under these contracts shall be included. See Exhibit A.
- H. Provide COUNTY with complete revenue and expenditure information to include in the MAA claim no later than **March 1st** after the end of the fiscal year for which the claims are being submitted. This information shall include but not limited to Profit & Loss Statements, detailed salaries and benefit information and actual client Medi-Cal counts. This information shall be provided to MAA/TCM Coordinator, Human Services Department, Community Services Division, 3057A Briw Road, Placerville, CA 95667.
- I. Conduct an annual time survey for one month as selected by the State, using the State Department of Health Care Services form, which will be disseminated through policy directives issued by the State to COUNTY. The survey will identify all time spent on each of the above allowable MAA, non-claimable activities, and general administration and paid time off, which are proportionately allocated to all activities. 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, and OMB Circular A-87. **Note: All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care", as appropriate.**

VII. LIABILITY AND INDEMNITY

- A. To the fullest extent of the law, SLT WOMEN'S CENTER shall defend, indemnify, and hold harmless COUNTY against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with SLT WOMEN'S CENTER, services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, SLT WOMEN'S CENTER, subcontractor(s) and employee(s) of any of these, except to the sole, or active negligence of the COUNTY, its officers and employees, or as expressly provided by statute. This duty of SLT WOMEN'S CENTER to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

- B. SLT WOMEN'S CENTER shall exonerate, indemnify, defend, and hold harmless COUNTY, its officers, agents, employees and volunteers from and against: Any and all Federal, State, and local taxes, charges, fees or contributions required to be paid with respect to SLT WOMEN'S CENTER and its officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

VIII. INDEPENDENT CONTRACTOR/LIABILITY

SLT WOMEN'S CENTER is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of the Contract. SLT WOMEN'S CENTER exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Contract during the course and scope of their employment.

SLT WOMEN'S CENTER shall be responsible for performing the work under this Contract in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to SLT WOMEN'S CENTER or its employees.

IX. INSPECTIONS AND AUDITS

- A. Both parties to this Contract recognize that SLT WOMEN'S CENTER is liable only for an audit exception which relates to administrative activities under this Contract, and has no liability for any other subcontractor which may enter into a similar Contract with the COUNTY for the performance of Medi-Cal Administrative Activities.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which SLT WOMEN'S CENTER has received reimbursement for MAA, the COUNTY shall recoup from SLT WOMEN'S CENTER which submitted the disallowed claim, though the Audit Reserve Funds, monies equal to the amount of the disallowance plus any other charges resulting from this disallowance. In the event the Audit Reserve Funds are not sufficient to cover the disallowance, COUNTY shall recoup, within 30 days, the balance due of the allowance from SLT WOMEN'S CENTER.
- C. The Audit Reserve Funds will be held for a period of four (4) years after the Audit Reserve deduction is taken. Any funds not required for an audit discrepancy after the four (4) year period will be returned with accrued interest to SLT WOMEN'S CENTER on an annual basis.

- D. Because the MAA Program is a federal program administered by the California Department of Health Care Services (DHCS) to the Counties, SLT WOMEN'S CENTER shall comply with the following requirements:
1. Administrator, MAA/TCM Coordinator, any authorized representative COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, and records including but not limited to, medical and client records, of SLT WOMEN'S CENTER which such person deem pertinent to this Contract, for the purpose of conducting an audit, evaluation or examination, or making transcripts during the periods of retention set forth in Section V, Paragraph A of this Contract. Such persons may, at all reasonable times, inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided or administered.
 2. SLT WOMEN'S CENTER shall actively participate and cooperate with any persons specified in Section IX, Paragraph D.1, above in any evaluation or monitoring of services provided pursuant to this Contract, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
 3. SLT WOMEN'S CENTER shall obtain an annual financial statement audit in accordance with Government Auditing Standards (GAS). If SLT WOMEN'S CENTER'S total federal expenditures, excluding Federal Medi-Cal/Medicaid are \$300,000 or more, SLT WOMEN'S CENTER must obtain an audit in accordance with OMB Circular A-133.
 4. SLT WOMEN'S CENTER shall maintain client records, books, documents, records, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the CONTRACT, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the service provided to each client.
 5. SLT WOMEN'S CENTER facility, office (or such parts thereof as may be engaged in the performance of this Contract) and its records shall be subject at all reasonable times to inspection and audit reproduction by COUNTY. All such inspections and copying shall occur during normal business hours.

6. Within fourteen (14) days after final audit is approved by Agency's Board of Director, SLT WOMEN'S CENTER shall forward to MAA/TCM Coordinator a copy of any audit report. Such audit shall include, but not limited to, management, financial, programmatic or any other type of audit of SLT WOMEN'S CENTER operations, whether or not the cost of such operation or audit reimbursed in whole or in part through this Contract.
7. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this contract or serious deficiencies in SLT WOMEN'S CENTER'S internal control structure, COUNTY may, at its own option, terminate this Contract as provided for in the Termination Paragraph or direct SLT WOMEN'S CENTER to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Administrator or MAA/TCM Coordinator in writing within fifteen (15) days after receiving notice from COUNTY. The Administrator or MAA/TCM Coordinator has the right to approve and/or modify SLT WOMEN'S CENTER'S corrective plan to meet any specified requirements identified in the audit report.
8. SLT WOMEN'S CENTER shall have two (2) months to implement the approved corrective action plan and to submit to COUNTY a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Contract.
9. COUNTY shall respond to all audits for SLT WOMEN'S CENTER with reconciliation to COUNTY records. If COUNTY concurs with State findings, final payment to SLT WOMEN'S CENTER assessed disallowances shall be subject to provisions of Paragraph B in this section.

X. MONITORING ACTIVITIES

SLT WOMEN'S CENTER shall provide any necessary assistance to COUNTY in carrying out its QA/QI monitoring activities and inspection rights as provided in this Contract. SLT WOMEN'S CENTER shall make available all records, materials, data information, and appropriate staff to authorized COUNTY, State, and/or Federal representatives, and shall cooperate fully in the monitoring and audit processes.

XI. INSURANCE

SLT WOMEN'S CENTER shall provide proof of policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing the SLT WOMEN'S CENTER maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of SLT WOMEN'S CENTER as required by law in the State of California.
- B. Commercial General Liability Insurance of less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by SLT WOMEN'S CENTER in the performance of the Contract.
- D. Professional liability (for example, malpractice insurance) with a limit of liability of not less than \$1,000,000 per occurrence.
- E. SLT WOMEN'S CENTER shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. SLT WOMEN'S CENTER agrees that the insurance required above shall be in effect at all times during the term of this Contract, SLT WOMEN'S CENTER agrees to provide at least thirty (30) days prior to said expiration day, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and SLT WOMEN'S CENTER agrees that no work or services shall be performed prior to the giving of such approval. In the event SLT WOMEN'S CENTER fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies in may have, terminate this Contract upon the occurrence of such event.
- G. The certificate of insurance must include the following provisions that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability insurance policies.

- H. SLT WOMEN'S CENTER'S insurance coverage shall be primary insurance as respects to the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees and volunteers shall be excess of SLT WOMEN'S CENTER insurance and shall not contribute with it.

- I. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers of SLT WOMEN'S CENTER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or volunteers.

- K. The insurance companies shall have no recourse against the COUNTY, its officers, officials, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- L. SLT WOMEN'S CENTER obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.

- M. In the event SLT WOMEN'S CENTER cannot provide an occurrence policy, SLT WOMEN'S CENTER shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.

- N. Certificate of insurance shall meet such additional standards as may be determined by the COUNTY Contract Department either independently or in consultation with the Risk Management Division, as essential protection of the COUNTY.

XII. INTEREST OF SLT WOMEN'S CENTER

SLT WOMEN'S CENTER covenants that SLT WOMEN'S CENTER presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other subcontract connected with or directly affected by this Contract; or, 2) any other entities connected with or directly affected by the services to be performed by this Contract. SLT WOMEN'S CENTER further covenants that in the performance of this Contract, no person having such interest shall be employed by SLT WOMEN'S CENTER.

XIII. INTEREST OF PUBLIC OFFICIAL

No official or employee of COUNTY who exercise any functions or responsibilities in review or approval of services to be provided by SLT WOMEN'S CENTER shall participate in or attempt to influence any decision relating to this Contract which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIV. LICENSES AND LAWS

- A. SLT WOMEN'S CENTER, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws or regulations of the United States, the State of California, COUNTY or other applicable governmental agencies. SLT WOMEN'S CENTER shall notify Administrator immediately and in such writing of its inability to obtain or maintain, irrespective of the pendency of the appeal, such permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause of termination of this Contract.
- B. SLT WOMEN'S CENTER shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed.

XV. NOTICES

- A. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to shall be specifically as addressed as follows:

To COUNTY: El Dorado County, Community Services Division, Countywide MAA/TCM Coordinator, 3057A Briw Road, Placerville, CA 95667 or such other location as the COUNTY directs.

To SLT WOMEN'S CENTER: SOUTH LAKE TAHOE WOMEN'S CENTER, Executive Director, 2941 Lake Tahoe Blvd., South Lake Tahoe, CA 96150, or to such other location as SLT WOMEN'S CENTER directs.

- B. SLT WOMEN'S CENTER shall notify Administrator of MAA/TCM Coordinator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COUNTY to further liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss of damage to any COUNTY property in possession of SLT WOMEN'S CENTER.
- C. For purposes of this Contract, any notice provided by COUNTY may be given by Administrator or MAA/TCM Coordinator.

XVI. CONFIDENTIALITY

SLT WOMEN'S CENTER and COUNTY agree to keep all patient and client information confidential and will comply with all statutory and administrative requirements regarding confidentiality or patient and client information.

If COUNTY receives any individually identifiable health information ("Protected Health Information" or "PHI"), COUNTY shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

XVII. NO THIRD PARTY BENEFICIARIES

Neither party hereto intends that this Contract shall create rights hereunder in third parties including but not limited to any subcontractors or any clients provided services hereunder.

XVIII. WAIVER OF DEFAULT OR BREACH

Waiver of any default by SLT WOMEN'S CENTER shall not be considered a waiver of any subsequent default. Waiver of any breach by SLT WOMEN'S CENTER of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by SLT WOMEN'S CENTER shall not be considered a modification of the terms of this Contract.

XIX. VENUE

Any dispute resolution action arising out of this Contract, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. SLT WOMEN'S CENTER waives any removal right it might have under code of Civil Procedure Section 394.

XX. ENTIRE CONTRACT

This document and the documents referred to herein or exhibits hereto are the entire Contract between the parties and the incorporate or supersede all prior written or oral Contracts or understandings.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

--COUNTY OF EL DORADO--

Dated: _____

By: _____

Chairman
Board of Supervisors
COUNTY

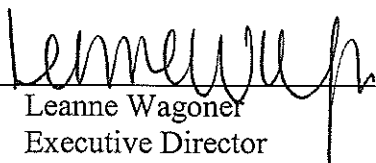
ATTEST:
Suzanne Allen de Sanchez, Clerk
Of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR--

Womenspace Unlimited
South Lake Tahoe Women's Center

By: 
Leanne Wagoner
Executive Director
SLT WOMEN'S CENTER

Dated: 5-7-09


EXHIBIT A

COVENANT OF NON-FEDERAL MATCHING FUNDS FOR MEDI-CAL ADMINISTRATIVE ACTIVITIES

SLT WOMEN'S CENTER covenants that it has the availability of match funds for the Medi-Cal Administrative Activities (MAA) Program that are not received from private sector sources and that meet the definition of Certified Public Expenditures (CPE). Certified Public Expenditures (CPE) are defined as: (1) public funds that are not federal funds; or (2) federal funds authorized by Federal law to be used to match other federal funds; or (3) public funds appropriated directly to the State or local Medicaid agency or transferred from other public agencies (including Indian tribes) to the State or local agency that remain under that agency's administrative control; or (4) funds certified by the contributing public agency as expenditures eligible for FFP.

SLT WOMEN'S CENTER further covenants that the funds available for match in the MAA Program are not being used as match for any other program. SLT WOMEN'S CENTER will provide the MAA/TCM Coordinator with copies of contracts and an analysis of the CPE available to draw down the federal funds. If certification from a public source becomes a requirement for the MAA program, SLT WOMEN'S CENTER will provide this in the format deemed appropriate by the COUNTY and the State.

SOUTH LAKE TAHOE WOMEN'S CENTER

By: 
Leanne Wagoner
Executive Director
WOMENSPACE UNLIMITED
SOUTH LAKE TAHOE WOMEN'S CENTER