

NINTH AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21273 is amended on _____, between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and CRESTWOOD BEHAVIORAL HEALTH, INC., hereinafter referred to as "CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered into Agreement No. 21273 on June 25, 2002 for the purpose of providing a comprehensive and balanced range of mental health services.

B. The COUNTY and CONTRACTOR amended Agreement No. 21273 on June 24, 2003 for the purpose of increasing the contract maximum for fiscal years 2002-2003 and 2003-2004.

C. The COUNTY and CONTRACTOR amended Agreement No. 21273 on May 11, 2004 for the purpose of extending the agreement to June 30, 2005, deleting language from Exhibit "A", change rates, and adding Cost Report Language.

D. The COUNTY and CONTRACTOR amended Agreement No. 21273 on August 10, 2004 to change rates, and amend facility information in Exhibit B-1.

E. The COUNTY and CONTRACTOR amended Agreement No. 21273 on June 21, 2005 to extend the agreement to June 30, 2006, change rates on Exhibit "B-1" and change maximum reimbursement rate for fiscal years 2004-2005 and 2005-2006.

F. The COUNTY and CONTRACTOR amended Agreement No. 21273 on April 25, 2006 to correct the reimbursement amounts in Exhibit "B-1" and change maximum reimbursement rate for fiscal year 2005-2006.

G. The COUNTY and CONTRACTOR amended Agreement No. 21273 on June 27, 2006 to update language listed in Exhibit "A," update compensation information listed in Exhibit "B-1," update language in Exhibit "B-2," and extend the termination date of Agreement No. 21273 to June 30, 2007.

H. The COUNTY and CONTRACTOR amended Agreement No. 21273 on September 11, 2007 to extend the Agreement to June 30, 2008, update language listed in Exhibit "A," update compensation listed in Exhibit "B-1," update language in Exhibit "B-2," and to modify language contained in paragraph eight entitled "Termination, Paragraph three entitled "Payment for Services" and Paragraph nineteen entitled "Assurances of Non-Discrimination."

I. The COUNTY and CONTRACTOR amended Agreement No. 21273 on September 23, 2008 to extend the agreement to June 30, 2009, update Exhibit "A," "B," and "B-2."

J. The COUNTY and CONTRACTOR agree to amend Agreement No. 21273 to extend the termination date to June 30, 2010, update Exhibits "A," "B," and "B-1."

K. This amendment shall become effective July 1, 2009.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2009 paragraph 1 entitled term in the original Agreement is hereby revised to identify the new termination date of June 30, 2010.

II. Effective July 1, 2009 Exhibit "A" entitled Scope of Services is hereby substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.



III. Effective July 1, 2009 Exhibit "B," entitled Compensation is hereby substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2009 Exhibit "B-1," entitled Fiscal Year 2009-2010 is hereby substituted in its entirety with the attached Exhibit "B-1," which Exhibit is made a part of this Agreement by reference.

V. Except as provided above, all other terms and conditions of Agreement No. 21273 shall remain in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By _____
Chairman, Board Of Supervisors

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County Of Tulare

By _____
Deputy Clerk

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 8/6/09

By _____
Title President + CEO

Date: 8/10/09

By _____
Title Secretary

Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By G. K. H. _____
Deputy 20091005

Dated 7/22/09

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CRESTWOOD BEHAVIORAL HEALTH, INC.
EXHIBIT A
SCOPE OF SERVICES
FISCAL YEAR 2009-2010

1. PROGRAM OBJECTIVES

- a. An increase in discharge G.A.F. over admission G.A.F.

It is expected that clients admitted to CONTRACTOR's facilities will have displayed a decrease in their ability to function, which has necessitated placement. This would be documented by a specific rating on the G.A.F. Since a discharge to a less restrictive placement would indicate a higher level of functioning, discharge residents would be expected to have a higher rating on the G.A.F. at discharge than on admission. This performance objective is that 60% of all discharges will have a 20-point increase in the discharge G.A.F. over admission G.A.F.

- b. Discharges to Less Restrictive Settings

Since the goal of the S.T.P. is to help achieve a greater degree of functioning in a less restrictive environment, this performance objective is that at least 60% of discharges will be to a less restrictive setting.

- c. Reduction in County's Utilization of State Hospital Days

CONTRACTOR has been requested to help each county reduce their state hospital days. This performance objective is that no more than 15% of discharges will be to a more restrictive setting.

- d. Patients to receive an average of 35 hours of S.T.P. per week

Regulation requires that S.T.P. clients receive 27 hours of program. The special patch money is to provide additional treatment hours over the required amount. Their performance objective is that clients receiving mental health patch funding shall receive an average of 35 hours of S.T.P. on a weekly basis.

2. PATIENT REFERRAL AND ELIGIBILITY FOR SERVICES

- a. Patient Referrals

It is contemplated that CONTRACTOR will serve male and female patients who display moderate to severe impairment of adaptive functioning, and who required supervised care in a locked setting. All referrals to CONTRACTOR for augmented skilled nursing services will be made solely by the Director of Mental Health or his/her authorized designees, with the consent of the L.P.S. Conservator when appropriate.

CRESTWOOD BEHAVIORAL HEALTH, INC.

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FISCAL YEAR 2009-2010

b. Patient Criteria

Patients may range in age from 18 to 65, but exception will be made when placement in our program is considered the only appropriate alternative. While voluntary admissions will be accepted, preference will be given to L.P.S. Conservatees. Patients will be ambulatory and shall be able to provide self-care for ADL's, although some supervision may be required.

c. Financial Eligibility

Financial eligibility will be determined prior to admission using the Uniform Method of Determining Ability to Pay (UMDAP). Since all of our patients are current users of the Mental Health System, we expect that financial information is readily available. All patients will have current Medi-Cal cards and numbers available.

3. PROBLEMS ANTICIPATED TO BE TREATED

- a. Bizarre behaviors, gestures or actions, which preclude acceptability outside a locked setting.
- b. Hostile verbalization or physically aggressive actions directed toward others, which could result in injury.
- c. Psychological instabilities such that period of remission as well as periods of psychosis or confusion are so transient or unpredictable that they endanger the patient if placed outside a secure setting.
- d. Behavioral that occasionally presents a risk to destruction of property.
- e. Patients that consistently refuse medication and other treatment at a lower level of care.
- f. Chronic disorientation or disinterest in the immediate environment to the extent that the patient is unable to recognize and avoid dangerous or life-threatening situations, or is so unmotivated that he is unwilling to care for himself.
- g. Patients who suffer from organic brain syndrome.
- h. Patients who are suicidal risk.

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- i. Patients who are at risk to leaving the facility without their conservator's approval.
- j. Patients who have substance abuse programs.

4. PATIENT SCREENING

Patient screening will be performed by the admissions committee for CONTRACTOR. The admission committee may review a prospective patient by means of any or all of the following procedures:

- a. Review of applicable case histories
- b. Examination of current medical/treatment records
- c. Request and review of applicable special medical conditions not treatable at CONTRACTOR's facilities
- d. Interviews with prospective patient and family members as indicated
- e. On-site review of the patient when case histories are inadequate or current behaviors are questionable.

5. PATIENT ASSESSMENT, CASE PLANNING, AND INDIVIDUAL PROGRAMS

- a. Upon admission, the Clinical Director of the program interviews the patient and places him/her in a group.

Changes in the patient's treatment group are determined by the clinical director. There are five (5) treatment groups distinguished by functional level.

The group leader completes orientation and monitors the patient's adjustment to the facility.

Patients who are admitted to this program typically have had a diagnostic work-up prior to admission. An attending psychiatric will be assigned upon admission as well as a medical doctor and psychologist. The facility psychiatrist interviews the patient and completes a psychiatric evaluation within 72 hours of admission. The medical doctor completes a physical exam. Psychological treating will be done by the psychologist, each patient will have a current DSM IV diagnosis with a five Axes.

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b. Case Planning

Within five days of admission a case conference will be held to formulate an individual treatment plan. The treatment plan (patient care plan) will be based upon:

1. The assessment done by the psychiatrist and medical doctor
2. The testing done by the psychologist
3. The assessment done by the clinical director of the program
4. The nursing assessment done by the psychiatric R.N.
5. Additional assessments done by dietary supervisor and involved agencies when needed.

c. Individual Treatment Plan

Individual patients are expected to participate in the team meetings, as they are able. All treatment plans developed must be reviewed and approved by the attending psychiatrist. The Interdisciplinary Team shall be responsible for at least all of the following:

1. Specifying signification medical, nursing or nutritional needs, including laboratory work as necessary, requiring routing attention as part of the treatment program.
2. Identifying specific behavioral problems which currently prevent the individual from living in a lower level of care including: self-care skills, behavioral control, social skills, and community skills.
3. Specifying useful behavioral objectives for each identified problem. (Objectives shall be specific measurable, and time limited, and purpose acceptable alternative behaviors or signification subskills).
4. Developing clear and effective program plans intended to ensure the accomplishment of the objectives and the resolution of the problems.
5. Preparing a preliminary discharge plan for following the recommendations of the attending psychiatrist.
6. Performing a quarterly review of program progress and discharge plans.

6. OTHER SERVICES AVAILABLE

Narcotics Anonymous Meetings and Alcoholics Anonymous Meetings in the facility and community, Group Outings, Monthly Family Meetings with a L.C.S.W., Religious Services, Individual counseling with a vocational rehabilitation specialist as indicated, Adult Education Classes, Responsibility Therapy.

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7. DISCHARGE AND CASE CLOSURE POLICIES AND PROCEDURES

The discharge of patients is determined by the Interdisciplinary Team in conjunction with Tulare County Mental Health Placement Unit and Public Guardian's Office when discharge is recommended. The Placement Unit will work closely with the County Conservator's Office. Since most patients are placed involuntarily, coordination with this agency is essential. Although individuals admitted voluntarily will be free to leave the program when they wish, their discharge will be coordinated whenever possible with appropriate parties.

A plan is prepared for all patients at the time of discharge. The discharge plan includes an assessment of unresolved problems and specific recommendations for needed services following discharge. The discharge plan also includes the final DSM IV diagnosis. In addition, CONTRACTOR will supply the necessary transfer forms to accompany the patient. The COUNTY will expedite placement when a written recommendation for discharge has been made by CONTRACTOR.

8. COMMUNITY PARTICIPATION

a. Patient Government

CONTRACTOR presently sponsors a patient government which provides consumer advisory input to our program. In addition, we will meet with the Tulare County Mental Health Board and the boards of various community agencies as needed. These activities will serve to explain our program, report on problems we encounter, and to solicit services for our patients.

b. Volunteers

At the present time, CONTRACTOR has one volunteer working with the Chemical Dependency Program. We expect in the near future to increase this number.

9. COST REPORTING/DATA COLLECTION (CR/CD) CATEGORIES

- a. Program Type: Regular Short-Doyle (01)
- b. Program: Treatment (03)
- c. Mode of Service: Day Services (10)
- d. Service Function: SNF Augmentation (60-69)
- e. Statistical Unit of Service: Patient Day
- f. Provider Category: Skilled Nursing Facility

10. QUALITY ASSURANCE

CONTRACTOR shall develop and implement a quality assurance plan for all Medi-Cal clients, including utilization review, interdisciplinary peer review, and medication

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monitoring in accordance with applicable sections of the Welfare and Institutions Code, State Department of Mental Health Letters and Memos, and County Mental Health quality assurance policies and procedures. A copy of the plan shall be submitted to Tulare County Health & Human Services Agency/Department of Mental Health for approval prior to submission of any claims for payment of services specified in this Agreement.

11. CLINICAL REVIEW AND PROGRAM EVALUATION

The Director of Mental Health, or his/her designee, shall have the right, without prior notice, to monitor the kind, quality, appropriateness, timeliness, and amount of services and the criteria for determining the persons to be served. This right shall include the right to review staffing patterns, staff schedules, hours worked and all records pertinent to the provision of the services under this Agreement.

12. PATIENTS' RIGHTS

- a. CONTRACTOR shall give the patients' notice of their rights pursuant to and in compliance with California Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein the CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients' rights, as well as the complaint process.
- b. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code section 5325 and California Code of Regulations, Title 9, Chapter 1, Subchapter 4, Article 6. Good cause for denial of rights set forth in Welfare and Institutions Code section 5325 shall be in accordance with the provisions set forth in California Code of Regulations; Title 9, Sections 865, 865.1, 865.2, 865.3, 865.4, and 865.5.
- c. CONTRACTOR shall observe all rights listed in Welfare and Institutions Code 5325.1 which cannot be denied for any reason.
- d. CONTRACTOR shall report any denial of right, as required by law to the Patients' Advocate of the Appropriate Local County and cooperate and assist the Patients' Advocate in investigating any allegations of denial of rights or any other activity, to ensure patients' rights, as the Advocate deems appropriate.
- e. CONTRACTOR shall provide treatment services which promote the potential of the patient to function independently, and in the least restrictive manner

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and also in a manner which is free from harm, including unnecessary or excessive physical restraint, isolation, medication, abuse, or neglect.

- f. CONTRACTOR shall ensure the right to treatment by providing an individualized treatment plan, which specifies the goals of the treatment, and the criteria by which the goals can be evaluated and ultimately accomplished. The goals of the treatment plan shall be the equivalent to reducing or eliminating the behavioral manifestation of grave disability. When the progress review determines that the goals have been reached and the person may be placed at a lower level of care, or is no longer gravely disabled, the CONTRACTOR will facilitate the provision of necessary documentation other activities that will expedite the process of placing the individual in a less restrictive setting and/or removal of Conservatorship as consistent with Welfare and Institutions Code sections 5352.6 and 5325.1(a).

13. TRAINING PROGRAM COORDINATOR

CONTRACTOR will maintain active in service and other training programs as stipulated in Title 22 of the California Code of Regulations, other appropriate regulations, and as otherwise required.

14. CONTRACTOR STAFF

During the term of this Agreement, CONTRACTOR shall provide and maintain sufficient qualified employees, agents, and personnel to perform its duties and obligations hereunder.

15. REFERRALS

Referrals to CONTRACTOR for provision of services may be made by any provider designated by the Director of Mental Health. COUNTY shall not be responsible for cost of any services, which are not made pursuant to a referral as set forth in this paragraph.

16. DISPUTES

Any dispute arising on admission of an individual patient shall be resolved between the Director of Mental Health and the Administrator of CONTRACTOR, or their respective designees, and with the safety of all patients taken into consideration.

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17. CLIENT MONITORING

COUNTY and CONTRACTOR recognize that in order to maintain close coordination of services that frequent, in person contacts between the assigned case manager and CONTRACTOR's staff is vital.

- a. The purpose of the contracts will be to:
 - 1. Assure that the treatment plan clearly addresses the reason why the client requires extended placement in CONTRACTOR's facility.
 - 2. Monitor the client's participation to assure the client is making the fullest use of the program provided.
 - 3. Monitor the client's progress to assure that appropriate discharge plans are made and completed on a timely basis.

- b. To facilitate close coordination of services, COUNTY agrees to:
 - 1. Provide an assigned case manager to make visits to CONTRACTOR's facility to review the client's progress, assist in the treatment planning process, and to monitor the client's participation in the program.
 - 2. Assure that case manager has access to necessary COUNTY resources to facilitate the client's care and to accomplish discharge plans.
 - 3. Move clients in a timely fashion when a written discharge request is delivered.
 - 4. Regularly contact CONTRACTOR's designee to receive information on progress between case manager visits.
 - 5. Contact CONTRACTOR's intake coordinator regarding any potential admission to the facility.

- c. To facilitate close coordination of services, CONTRACTOR agrees to:
 - 1. Assure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.
 - 2. Prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current medications, and a statement of the client's continuing treatment needs and deliver these to COUNTY promptly so discharge arrangements can be made in a timely fashion.

18. REPORTS

- a. CONTRACTOR shall provide COUNTY, to the satisfaction of the Director of Mental Health, monthly reports of the units of services performed.

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- b. CONTRACTOR shall prepare a revenue collection report which shall reflect all revenue collected by CONTRACTOR from COUNTY on a monthly basis and such report shall be forwarded to COUNTY with the monthly billings.
- c. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
- d. CONTRACTOR shall, without additional compensation, make further fiscal, program evaluation and progress reports as required by Director of Mental Health or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall provide and explain reporting instructions and formats.

19. CONTRACTOR RESPONSIBILITIES IN PROVIDING MENTAL HEALTH SERVICES

CONTRACTOR further agrees:

- a. To furnish all personnel, facilities, insurance, equipment and administrative services as reasonably necessary to competently and professionally conduct the mental health services and programs provided for by this Agreement.
- b. To provide the COUNTY, in satisfaction of Section 621 of Title 9 of the California Code of Regulations, with the services of a psychiatrist with the qualifications set forth in Section 623 of that Code, who shall have the duties and responsibilities set forth in Section 522 of the Code.
- c. To comply with those provisions of Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Health policies and regulations, and interagency agreements to which COUNTY and CONTRACTOR are parties, all of which are hereby incorporated by this reference.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/09

05/13/2009

TOTAL WITH ENHANCED SERVICES

IMD 18-64

	BASIC	ENHANCED	TOTAL
VALLEJO (37 BED)	164.09	17.00	181.09
	164.09	30.00	194.09
	164.09	50.00	214.09
	164.09	80.00	244.09
REDDING GTC	164.09	10.00	174.09
	164.09	20.00	184.09
	164.09	40.00	204.09
	164.09	50.00	214.09
NON IMD 18-64			
STOCKTON	0	25.00	25.00
	0	27.00	27.00
		30.00	30.00
	164.09	14.00	178.09
MODESTO	0.00	25.00	25.00
		27.00	27.00
	164.09	14.00	178.09
FREMONT GTC	190.23	118.00	308.23
NEURO-BEHAV		118.00	118.00
CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT	0.00	28.00	28.00
	0.00	50.00	50.00
		80.00	80.00
		118.00	118.00
IDYLWOOD CARE CTR			
NEURO-BEHAV- LOCKED		118.00	118.00
		143.00	143.00
CONVERSION(REQUIRES PRIV ROOM)			257.34

CRESTWOOD BEHAVIORAL HEALTH, INC.
07/01/09

05/13/2009

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	174.00
	SUB ACUTE	211.00
SAN JOSE		208.00
	PREGNANT	217.00
VALLEJO	LEVEL 1	257.00
	LEVEL 2	219.00
	LEVEL 3	194.00
	LEVEL 4	182.00
ANGWIN	LEVEL 1	249.00
	LEVEL 2	199.00
	LEVEL 3	162.00
BAKERSFIELD	LEVEL 1	211.00
	LEVEL 2	467.00
AMERICAN RIVER		181.00
EUREKA		181.00
KERN PHF		750.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/09

05/13/2009

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	120.00
OUR HOUSE	100.00
BRIDGE(KERN)	160.00
FRUITRIDGE	122.00
ENGLE HOUSE	89.00
PLEASANT HILL BRIDGE	100.00
PLEASANT HILL PATHWAYS	145.00
FRESNO	160.00
VALLEJO RCFE	100.00
SANTA CLARA ARF	75.00

CRESTWOOD BEHAVIORAL HEALTH, INC.
07/01/09

05/13/2009

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
VALLEJO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
MODESTO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
REDDING GTC	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00

CRESTWOOD BEHAVIORAL HEALTH, INC
EXHIBIT B-1
FISCAL YEAR 2009-2010

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each County fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extensions of time to file the cost report at any later date must be approved in writing by the Director of Mental Health, Deputy Director – Managed Care, or Deputy Director – Fiscal Services. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health’s Cost Reporting/Data Collection Manual and must be submitted on appropriate fiscal year forms supplied by the California Department of Mental Health. The annual cost report shall not be used for the year-end settlement of the cost of services provided under this fixed rate Agreement.

B. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS

CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by the CONTRACTOR, its agents, officers, employees, or subcontractors of the programs or services provided under this Agreement, shall be paid by CONTRACTOR, out of its won funds, rather than by COUNTY, within thirty (30) days after the parties are notified that repayment or reimbursement is currently due. Offsets made by the State are included within the phrase “repayment or reimbursement.”

C. EXCEPTIONS TO REPAYMENT OR REIMBURSEMENT

The reimbursement provisions set forth above will not be applicable if any action or direction by COUNTY with regard to the program is the principal reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal, and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal at its discretion. Any action or failure to act by CONTRACTOR, or by its agents, officers, employees, or subcontractors, including a failure to make diligent effort to resolve an audit exception with the State, which has resulted in a required repayment or reimbursement to the State or others, shall be paid by CONTRACTOR in accordance with this Exhibit.