

**SECOND AMENDMENT TO THE ORGANIZATIONAL PROVIDER AGREEMENT
BETWEEN THE COUNTY OF VENTURA AND PARKSIDE HEALTHCARE, INC. DBA,
PARKSIDE HEALTH AND WELLNESS CENTER**

This "Second Amendment" to the Agreement dated July 1, 2024, for the term of July 1, 2025 through June 30, 2026, for Skilled Nursing Facility and Mental Health Recovery Center Services, is made and entered into by and between the **COUNTY OF VENTURA**, acting through its Behavioral Health Department (VCBH), a primary service provider, hereinafter referred to as "COUNTY," and **PARKSIDE HEALTHCARE, INC. DBA, PARKSIDE HEALTH AND WELLNESS CENTER**, hereinafter referred to as "CONTRACTOR," individually referred to as a "Party" and collectively referred to as the "Parties."

NOW, THEREFORE, the Parties hereby agree that the Agreement is amended effective July 1, 2025 as follows:

- I. TERM: The term of the Agreement is extended through June 30, 2026, subject to budgetary approval by the Ventura County Board of Supervisors for FY 2025-26.
- II. Section 9 (INSURANCE) of the Agreement is revised to read as follows:

9. INSURANCE

- A. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
 - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, and products/completed operations.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.

- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate, and \$1,000,000 each occurrence and \$3,000,000 aggregate for Physicians.
- C. All insurance required must be primary coverage as respects to the COUNTY and any insurance or self-insurance maintained by the COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
 - D. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - E. The County of Ventura, Ventura County Behavioral Health, and any applicable Special Districts are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to the COUNTY as a separate document.
 - F. CONTRACTOR agrees to waive all right of subrogation against COUNTY, its boards, agencies, departments, any applicable special districts, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement as it pertains to Worker's Compensation. As part of the insurance verification process, CONTRACTOR will submit proof of the Waiver of Subrogation to COUNTY as a separate document.
 - G. Policies will not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY's Risk Management Division and as provided under this Agreement.
 - H. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
 - 1) Certificates of Insurance for all required coverage.
 - 2) A separate Additional Insured endorsement for General Liability Insurance.
 - 3) A separate Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or Waiver of Our Right to Recover from Others) for Workers' Compensation.
- Failure to provide documents will be grounds for immediate termination or suspension of this Agreement.
- I. It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.

- J. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.
- K. CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made", CONTRACTOR must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

III. Section 24 (EXTENT OF CONTRACT DOCUMENTS) of the Agreement is revised to read as follows:

24. EXTENT OF CONTRACT DOCUMENTS. The parties agree that their Agreement consists of this document and the following documents, which are incorporated as if set forth here:

- Exhibit A: Program Description
- Exhibit B: Payment Terms
- Exhibit C: Standard Service Terms and Conditions
- Exhibit D: Health Care Agency (HCA) Code of Conduct
- Exhibit E: Business Associate Agreement
- Exhibit F: Certification of Claims
- Exhibit G: Lobbying Restrictions and Disclosure Certification

IV. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 3 LICENSES, CERTIFICATIONS, EXCLUSIONS, AND BACKGROUND CHECKS, Subsections D and E are revised to read as follows:

D. FINGERPRINT BASED CRIMINAL BACKGROUND CHECKS. CONTRACTOR acknowledges that any person providing services under this Agreement must consent to criminal background checks including fingerprinting when required to do so under State law or upon request from the California Department of Health Care Services (DHCS). Any person providing services under this Agreement must submit a set of fingerprints, in a form and manner to be determined by the DHCS, within thirty (30) days upon request from DHCS. This Agreement shall be terminated if any individual providing services does not submit timely and accurate information and cooperate with the screening methods described above.

E. Any individual or entity who have been convicted of a criminal offense related to that person or entity's involvement with government programs may not provide services under this Agreement.

- V. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 4 RECORDS, RETENTION OF RECORDS, Subsections D and E are revised to read as follows:

D. **Retention of Records.** Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all member records, psychologist records, and service and financial records shall be kept ten (10) years from the date of service or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. In the case of minors' records (youth under the age of 18), all member records and psychologist records shall be retained for ten (10) years from the date of service or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, or until the person's 25th birthday, whichever is later.

- E. Should this Agreement be terminated, CONTRACTOR shall designate a Custodian of Records and be responsible for maintaining all fiscal and program records to comply with the record retention period. Should CONTRACTOR cease to conduct business in its entirety, CONTRACTOR shall designate a Custodian of Records and be responsible for providing all fiscal and program records to COUNTY to ensure that COUNTY is able to comply with the required record retention period. CONTRACTOR will provide the records to the COUNTY in a digital format according to COUNTY specifications, and comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

- III. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 6 QUALITY ASSURANCE, is revised to read as follows:

6. QUALITY ASSURANCE.

CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, DHCS information notices, VCBH Managed Care Operations Division policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its quality assurance plan, to VCBH for review.

- III. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 9 NON-DISCRIMINATION IN EMPLOYMENT, is revised to read as follows:

9. NON-DISCRIMINATION IN EMPLOYMENT.

- A. CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code § 12940. The CONTRACTOR and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code § 12940. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship.
- B. **Notices:** The CONTRACTOR and its subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, § 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the CONTRACTOR's and any subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- C. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code § 12940.
- D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of the CONTRACTOR commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of and furnish all information and reports required by § 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 Executive Order No. 11246 Executive Order 11375, and all the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- F. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further Federal, State and county contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions

may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR will include the provisions of Paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the COUNTY or DHCS, the CONTRACTOR may request in writing to the COUNTY, who, in turn, may request DHCS who may in turn request the U.S. to enter into such litigation to protect the interests of the COUNTY, State and of the U.S..

III. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 10 NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES, is revised to read as follows:

10. NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.

- A. Consistent with the requirements of applicable State and Federal law, including 42 C.F.R. § 438.3(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, physical disability, health status or need for health care services.
- B. CONTRACTOR shall comply with the provisions § 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions above in all subcontracts to perform work under this Agreement.
- D. CONTRACTOR's nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.
- E. CONTRACTOR shall provide adequate access to all services covered under this Agreement, including services to beneficiaries with limited English

proficiency or physical or mental disabilities. Facility access must comply with § 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

F. CONTRACTOR shall also ensure that members receive the same level of care as provided to all other members served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:

- 1) denying any eligible member any covered service or availability of a facility;
- 2) providing to an eligible member any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
- 3) subjecting an eligible member to segregation or separate treatment in any manner related to the receipt of any covered service;
- 4) restricting an eligible member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
- 5) treating an eligible member differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service;
- 6) assigning times or places for the provision of services to the eligible member; and
- 7) providing hours of operation that are less than the hours of operation offered to commercial enrollees or other beneficiaries.

G. A copy of each and every written complaint and a summary of any oral complaint made to CONTRACTOR alleging discrimination in the delivery of services by CONTRACTOR because of any of the protected categories listed within California Government Code § 12940 must be provided to COUNTY within five (5) days of receipt of any such complaint.

H. CONTRACTOR's non-discrimination policy shall include a statement that members' complaints alleging discrimination pursuant to this section may be made directly to COUNTY's Patient Rights Advocate.

I. CONTRACTOR shall provide an atmosphere free of harassment for employees, contractors, members, and volunteers.

IV. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 11 PATIENTS'/MEMBERS' RIGHTS, is revised to read as follows:

11. PATIENTS'/MEMBERS' RIGHTS.

CONTRACTOR shall comply with all applicable patients'/members' rights under Federal and State laws, regulations, and provisions. Further, CONTRACTOR shall comply with COUNTY patients'/members' rights policies. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/members' rights and Notice of Problem Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination (NOABD) requirements specified in all applicable DHCS Information Notices. Member information materials ("Ventura County Medi-Cal Behavioral Health Member Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all member care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all members with a copy of the "Ventura County Medi-Cal Behavioral Health Member Handbook" brochure, and CONTRACTOR shall post signs on how to request a copy of the "Ventura County Medi-Cal Behavioral Health Member Handbook" brochure and the "Medi-Cal Provider Directory."

- V. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 12 DUTY TO REPORT INCIDENTS TO COUNTY, is revised to read as follows:

12. DUTY TO REPORT INCIDENTS TO COUNTY.

CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Contract Operations Manager and Managed Care Operations Division of all adverse incidents and unusual occurrences involving members that affect or have the risk of affecting quality of care, member care, member, or staff safety, and/or COUNTY property in connection with CONTRACTOR's performance of the services described in Exhibit "A" of this Agreement.

If CONTRACTOR is required to use the California Department of Social Services Community Care Licensing Division LIC 624 Unusual Incident/Injury Report form to report incidents to the State, this form shall also be used to report incidents to COUNTY. In addition to providing all the information required in the LIC 624 form, CONTRACTOR will provide member date of birth (DOB) information. Only in the event of a member death, CONTRACTOR shall include the following information in the "Members/Residents Involved" section of the LIC 624 form: (1) member date of death, (2) primary diagnosis, (3) medical conditions, (4) substance use disorder, (5) date of last contact, (6) court status, and (7) living arrangement.

If CONTRACTOR is not required to use the LIC 624 form, CONTRACTOR will use the Ventura County Behavioral Health Notification Form to report adverse incidents and unusual occurrences.

All notifications provided to COUNTY shall include a description of the incident including (a) whether each individual identified is a staff member, member, child of staff, child of member, or visitor, (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident

(including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited.

CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying if the overpayments are due to potential fraud, (3) information about changes in a member's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

- III. Exhibit "C" (STANDARD SERVICE TERMS AND CONDITIONS), Section 17 FEDERAL SALARY RATE CAP, is revised to read as follows:

17. FEDERAL SALARY RATE CAP. CONTRACTOR warrants that no federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of \$225,700 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule.

- IV. Exhibit "B" (PAYMENT TERMS) of the Agreement is deleted and replaced with the new Exhibit "B" (PAYMENT TERMS), attached hereto.
- V. Except for the modifications described herein, all other terms and conditions of the Agreement, as previously amended, shall remain in effect.
- VI. The Parties hereto agree that this Second Amendment may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Second Amendment through their duly authorized representatives as of the last date written below.

**PARKSIDE HEALTHCARE, INC. DBA,
PARKSIDE HEALTH AND WELLNESS
CENTER**

COUNTY OF VENTURA

BY

(authorized signature)

(print name and title)

Date

Federal Tax Identification #

BY

(authorized signature)

(print name and title)

Date

**PARKSIDE HEALTHCARE, INC. DBA,
PARKSIDE HEALTH AND WELLNESS
CENTER**

BY

(authorized signature)

(print name and title)

Date

*If a corporation, this Second Amendment must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The Third signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "B"
PAYMENT TERMS
As Amended July1, 2025

A. The maximum total amount of this Agreement shall not exceed **\$2,047,600** for the period of July 1, 2025 through June 30, 2026. This Agreement is funded with the following revenue sources: MHL-Tobacco Settlement and 1991 Realignment.

B. CONTRACTOR shall be paid monthly, in arrears, at the following rates:

For members approved by COUNTY and placed at CONTRACTOR's facility, and in consideration for services performed as described in Exhibits "A" and "A-1", CONTRACTOR shall be paid **\$216.00** per member per day for Medi-Cal members. COUNTY shall pay the applicable gross per diem rates as specified above, less the member's SSI/SSP revenue and any other share of costs which CONTRACTOR collects and which member is eligible to receive pursuant to Exhibit "B," Section F and in accordance with all other applicable Federal, State, and local laws and regulations.

COUNTY agrees to reimburse the CONTRACTOR for services performed and described in Exhibits "A" and "A-1" at a rate of **\$515.00** per member per day for Non-Medi-Cal members awaiting approval for their Medi-Cal coverage or who are in the country illegally. For members who may be eligible for Medi-Cal, the Non-Medi-Cal service rate will only be reimbursable until such time that the member has been approved for Medi-Cal coverage.

C. COUNTY may approve patient absence from the CONTRACTOR's facility for necessary care in an acute psychiatric or medical facility, therapeutic visits, evaluation, court appearances, and other justifiable reasons, and may request CONTRACTOR to hold a vacant bed until the member is returned. CONTRACTOR shall be reimbursed at the rate of **\$475.00 per member per day for a "bed hold."** CONTRACTOR shall obtain approval in advance from COUNTY for payment of member absence as specified herein. COUNTY shall not approve and shall not be responsible for any non-approved absence.

D. CONTRACTOR shall have the responsibility to collect all SSI/SSP revenue due to each member. CONTRACTOR shall also have the responsibility to collect all share of costs which member is eligible to receive. Share of costs include, but are not limited to:

1. SSI/SSP funds
2. Co-Payments from Medi-Cal;
3. Medi-Care funds;
4. Insurance payments;
5. Private funds

At the request of either Party, the Parties may agree to meet to negotiate concerns related to this Agreement, including, but not limited to concerns regarding the collection by CONTRACTOR of member SSI/SSP revenue and share of costs.

E. CONTRACTOR shall bill COUNTY monthly in arrears by using their own company generated invoice. All claims submitted shall clearly reflect all required information including financial statements, and documentation of services rendered for which claims are made, in the form and content specified by COUNTY. A signed Certification of Claims form (Exhibit "F") must accompany each monthly invoice. No cost that has been or will be reimbursed by any other revenue source can be claimed by CONTRACTOR. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered.

Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY Auditor-Controller.

- F. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "F," Certification of Claims for Payment for Services Rendered, attached hereto, and made a part hereof by this reference.
- G. It is expressly understood and agreed between the Parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.
- H. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- I. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended according to the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

J. **DISALLOWANCE.**

CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds that the CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR. Upon written notice by COUNTY to CONTRACTOR of any such disallowance, CONTRACTOR shall reimburse the COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of the COUNTY:

- Paid in one cash payment
- Paid by cash payment (s) over a period determined by COUNTY
- Deducted from future claims over a period determined by COUNTY
- Deducted from any amounts due whether under this Agreement
- A combination of any or all of the above