

# AMENDMENT NO. 2 TO CONTRACT NO. MA-042-21011323 FOR

#### BEHAVIORAL HEALTH SYSTEM TRANSFORMATION OC NAVIGATOR

This Amendment ("Amendment No. 2") to Contract No. MA-042-21011323 for Behavioral Health System Transformation OC Navigator Services is made and entered into upon execution of all necessary signatures between **Chorus Innovations, Inc.** ("Contractor"), with a place of business at 4525 E. Atherton St., Long Beach, CA 90815, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92705. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

### **RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-21011323 for Behavioral Health System Transformation OC Navigator Services, effective June 1, 2021, through June 30, 2024, in an amount not to exceed \$4,000,000; and

WHEREAS, the Parties executed Amendment No. 1 to the Contract to exercise 10 percent Contract contingency to increase the Contract's amount not to exceed by \$224,500, for a new total amount not to exceed \$4,224,500, and to replace Attachment B (Payment/Compensation) with Attachment B-1 (Payment/Compensation); and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to increase the Contract's amount not to exceed by \$13,000,500, to replace Attachment A (Scope of work) with Attachment A-1 (Revised Scope of Work) to add services and to replace Attachment B-1 (Payment/Compensation) with Attachment B-2 (Revised Payment/Compensation).

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

- 1. The Contract's amount not to exceed is increased by \$13,000,500, effective June 1, 2021, through June 30, 2024, for a new total amount not to exceed \$17,225,000.
- 2. Attachment A (Scope of Work) is deleted in its entirety and replaced with Attachment A-1, (Revised Scope of Work), which is incorporated by this reference.
- 3. Attachment B-1 (Payment/Compensation) is deleted in its entirety and replaced with Attachment B-2 (Revised Payment/Compensation), which is incorporated by this reference.
- 4. Paragraph 2 of Contract is corrected to read as follows:

"Term of Contract: This Contract shall commence **June 1, 2021 through June 30, 2024**, unless earlier terminated as permitted under this Contract. The Contract may be renewed for two (2) additional one (1) year periods upon the Parties'

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mutual agreement. County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors."

This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms and conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2, remain in full force and effect.

# SIGNATURE PAGE FOLLOWS

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Contractor: CHORUS INNOVATIONS, INC.

### **SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Armen Arevian	President		
Print Name — DocuSigned by:	Title		
1.1. M	6/29/2022		
Signature 74F77145127F490	Date		
Michael Bonafede	Assistant Secretary		
Print Name	Title		
Michael Bonafede	6/29/2022		
Signature DCA19185A2AC47E	Date		
County of Orange, a political subdivision of the	e State of California		
Purchasing Agent/Designee Authorized Signat	ture:		
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Print Name	_Deputy Purchasing Agent Title		
Tille Name	Title		
Signature	Date		
Signature	Date		
Approved as to Form			
Office of the County Counsel			
County of Orange, California			
County of Crange, Camornia			
	ocuSigned by: 6/29/2022		
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#### Attachment A-1

### Revised Scope of Work

Contract Term: June 1, 2021 through June 30, 2024

Period One means the period from June 1, 2021 through June 30, 2021 Period Two means the period from July 1, 2021 through June 30, 2022 Period Three means the period from July 1, 2022 through June 30, 2023 Period Four means the period from July 1, 2023 through June 30, 2024

### I. COMMON TERMS AND DEFINITIONS

- A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.
  - Admission means documentation, by Contractor, of completion of the entry and evaluation documents into County's IRIS or other database as approved by Administrator.
  - 2. <u>Advisory Group</u> means a group of individuals that provides sustained support and advice on the project.
  - 3. <u>Alpha</u> means the first working version of an app or digital product, which does not include all of its features.
  - 4. <u>At Risk</u> means a state of high stress and low protective factor that would increase likelihood of development of a mental illness.
  - 5. <u>Behavioral Health Condition</u> means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.
  - 6. <u>Best Practices</u> means a term that is often used inter-changeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the individual at this time.
    - a. <u>EBP</u> means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved individual outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when

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- adhering to the fidelity of the model.
- b. <u>Promising Practices</u> means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and are supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.
- c. <u>Emerging Practices</u> means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among individuals and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers or other credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.
- 7. <u>Beta</u> means when the first version of an app or digital product is completed and tested by the public for feedback.
- 8. <u>Chorus</u> means the platform used to provide a base for the development of the Digital Resource Navigator, such as core functions, hosting, security and compliance.
- 9. <u>Collaboration</u> means a process of participation through which groups, agencies, coalitions and/ or task forces work together in a beneficial and well-defined relationship towards the service goals.
- 10. <u>Community Planning Meetings</u> means meetings that are actively facilitated by Contractor for the purpose of gathering feedback from local stakeholders, including consumers/clients, family members, community-based behavioral health providers, County staff and other individuals related to the services described under this Contract.
- 11. <u>Deliverables</u> mean the number and/or type of activities Contractor will fulfill during the term of the Contract.
- 12. <u>DHCS</u> means Department of Health Care Service and refers to the California Health and Human Services Agency that finances and administers a number of individual health care service delivery programs, including Medi-Cal, which provides health care services to low-income people.
- 13. <u>Engagement</u> means the process by which a trusting relationship between worker and individual(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of individual(s) is the objective of a successful Outreach.

- 14. <u>Evaluation</u> means systematic collection, analysis, and use of program information for monitoring, improving programs, assessing Outcomes, planning, and policymaking in relation to this Contract.
- 15. <u>Family Member</u> means any traditional and/or non-traditional support system, significant other, or natural support designated by the Participant.
- 16. <u>Help@Hand</u> means an Innovation Project that includes a collaborative of 14 California Counties and Cities that share the same goal: to improve the mental health of California communities and behavioral health care system by using new technology and programs.
- 17. <u>Information Dissemination</u> means the distribution of a collection of facts or data.
- 18. <u>Innovation Project</u> means time-limited research projects designed to evaluate the effectiveness of new or changed practices in the field of mental health, with a primary focus on learning rather filling a need or a gap.
- 19. <u>Level of Well-being</u> means the state of satisfaction, happiness, and/or in control that a Participant feels about his/her present situation/condition as measured by a validated instrument/scale.
- 20. <u>Linkage</u> means when an individual is connected to programs or services through warm hand-off or follow-up to ensure connection is made.
- 21. Mental Health Field means a business or service providing mental health Outreach, Assessment, or treatment services to mental health Participants, or providing housing, educational, counseling, employment, recreational or social services to mental health Participants.
- 22. <u>Mental Health Services</u> means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency.
- 23. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community Mental Health Services. It is also known as "Proposition 63."
- 24. Mental Health Services Oversight and Accountability Commission (MHSOAC) means the Commission responsible for the oversight and implementation of MHSA and refers to Section 10 of the MHSA (Welfare and Institutions Code Section 5845).
- 25. <u>NPI</u> means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care

- providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.
- 26. <u>NPP</u> means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.
- 27. OC Navigator means a digital navigation tool where individuals can find and utilize mental health and related social services they need across public and private settings.
- 28. <u>Outcome</u> means measurable change that occurs as a result of a project's overall performance in implementing its services.
- 29. <u>Outreach</u> means activities that are intended to engage and inform potential participants about project services.
- 30. <u>Participant</u> means an individual (i.e., consumer, family member, provider) who engages in project activities.
- 31. <u>Participatory Engagement Meetings/Workgroups</u> means focused 60-90 minute meetings that include individuals who represent diverse communities and groups.
- 32. <u>PEI Plan</u> means the most recent County of Orange MHSA Prevention and Early Intervention Plan approved by the Orange County MHSA Steering Committee and Board of Supervisors.
- 33. <u>Prevention</u> means intentional group or individual interventions that occur before the initial onset of a behavioral health condition. Prevention promotes positive cognitive, social, and emotional development and encourages a state of well-being that allows the individuals to function well in the face of changing and sometimes challenging circumstances.
- 34. PHI means Personal Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.
- 35. <u>PII</u> means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, E-Mail address, driver's license number, Social Security number, bank account information, credit

- card information, or any combination of data that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.
- 36. <u>Program Development</u> means the ongoing systematic process of planning, implementing and evaluating a program, which involves a collaborative relationship between Contractor and Administrator.
- 37. <u>Quality Assurance</u> means the systematic process of ensuring services are meeting specified requirements as set forth by Administrator.
- 38. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:
  - a. <u>Health:</u> Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;
  - b. Home: A stable and safe place to live;
  - c. <u>Purpose</u>: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
  - d. <u>Community</u>: Relationships and social networks that provide support, friendship, love, and hope.
- 39. <u>Referral</u> means the process of sending an individual from one service to another for health care, behavioral health services, and/ or other support services, or an unsuccessful Linkage attempt.
- 40. <u>Social Determinants of Health</u> means conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.
- 41. <u>Social Support</u> means assistance that may include companionship, emotional backing, cognitive guidance, material aid and special services.
- 42. <u>Stakeholder</u> means adults and seniors with severe mental illness, families of children, adults and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests.
- 43. <u>Support Group</u> means a meeting/group, facilitated by program staff, consisting of two (2) or more people (or a number mutually agreed upon in the contract) who have similar experiences and concerns and who meet in order to provide emotional help, advice and encouragement for one another.

- 44. <u>Training</u> means the action or method used to transfer skills and/or knowledge to a target audience.
- 45. <u>Unduplicated Participant</u> means an individual who is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period. For example; if Participant receives individual and group services, Participant can only be counted once.
- 46. <u>Useability Testing</u> means testing the functionality of a digital product by observing real users actions and behavior as they complete specific tasks.
- B. Contractor and County may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A-1 to the Contract.

# II. <u>BUDGET</u>

- A. County shall pay Contractor in accordance with the Payments Paragraph in this Attachment A-1 to the Contract.
- B. FINANCIAL RECORDS Contractor shall prepare and maintain accurate and complete financial records of its cost and operating expenses.
- C. Contractor and County may mutually agree, in writing, to modify the Budget Paragraph of this Attachment A-1 to the Contract.

### III. REPORTS

- A. Contractor shall maintain documentation and record of project activities and provide weekly statistical reports, or as requested by Administrator.
- B. Contractor shall submit written programmatic reports to Administrator for each quarter during the term of the Contract. Programmatic reports shall include a summary of contract productivity and activities.
- C. Contractor shall, as mutually agreed between Contractor and Administrator, provide reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and purposes contained in this Contract.
- D. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to the following:

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- 1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
- Maximize the use of the allocated funds;
- Maintain appropriate staffing levels;
- 4. Request budget and/or staffing modifications to the Contract;
- 5. Effectively communicate and monitor the program for its success;
- 6. Track and report expenditures electronically;
- 7. Maintain electronic and telephone communication between key staff and the Contract and Program Administrators; and
- 8. Have a system in place to respond to and act quickly to identify and solve problems that may be occurring with any of the subcontractors.
- E. Contractor and County may mutually agree, in writing, to modify the Reports Paragraph of this Attachment A-1 to the Contract.

### IV. SERVICES

#### A. BACKGROUND

1. Behavioral Health System Transformation (BHST) is a time-limited MHSA Innovation Project that seeks to create an integrated public and private behavioral health system that is responsive, coordinated and accessible to all Orange County residents. The project includes a component that will build a digital navigation tool (i.e., OC Navigator). These services will continue the development and expansion of the scope and functionality of the BHST OC Navigator.

#### B. FACILITY

1. Contractor shall provide or make available services as required by this Contract at the following location, or any other facility designated, in writing, by Administrator:

Chorus Innovations. Inc.

4525 E. Atherton St.

Long Beach, CA 90815

#### C. SERVICES TO BE PROVIDED

- 1. Contractor shall coordinate and engage with relevant program staff who will be using the platform in different capacities.
- 2. Contractor shall coordinate and consult with the HCA IT and Office of Compliance, as needed, which shall include, but not be limited to:
  - a. Meet with the HCA technical teams and revise security and infrastructure

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- planning document, as needed;
- b. Continue technical modifications to meet security requirements, as needed; and
- c. Provide updated technical specifications outlining server environment, hosting, disaster/recovery processes, security, compliance and monitoring methods.
- 3. Contractor shall provide staff training and assistance with implementation.
- 4. Contractor shall conduct ongoing system review of needs, challenges and opportunities across the HCA operated and contracted programs, prioritizing those that refer and link consumers to behavioral health and support services.
- 5. Contractor shall conduct user testing and obtain feedback to ensure the inclusion of additional functionality based on results of user testing, design sessions and feedback.
- 6. Contractor shall provide additional activities related to the scope of work, as mutually agreed by Contractor and Administrator.

#### D. DELIVERABLES

- Contractor shall develop administrative functions for the OC Navigator, including, but not limited to the ability to store, validate, manipulate and/or transform data; generate data extracts and/or program-specific reports; and develop data visualizations and/or dashboards.
- 2. Contractor shall develop OC Navigator features and functionality to streamline and, to the extent possible and permissible, automate referral processes both within, between and across referring and receiving programs.
- 3. Contractor shall develop OC Navigator features and functionality to allow for secure information exchange between OC Navigator and the HCA EHR.
- 4. Contractor shall provide the following on a quarterly basis, unless otherwise noted:
  - a. Documentation of meetings, including, but not limited to sign-in sheets, meeting dates, times and analysis of key themes and summaries.
  - b. Dashboard of accomplishments/next steps, as needed.
  - c. Monthly status of Deliverables Reports.

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- d. Updated outline of OC Navigator including expected features, general design, and functionality, as needed.
- e. Provide updated outline of Resource Listings including expected types and number of resources to include as well as process for obtaining resource information where it exists, as needed.
- f. Updated version of OC Navigator with changes needed based on engagement and usability testing.
- 5. Contractor shall provide additional program, activity and progress reports and data, as needed.
- 6. Contractor shall oversee the maintenance of the Chorus platform and OC Navigator.
- 7. Contractor shall submit an annual report to the MHSOAC.
- E. MEETINGS Contractor shall attend meetings as requested by County, including but not limited to:
  - Monthly County management meetings with Administrator to discuss contractual
    and other issues related to, but not limited to, whether Contractor is or is not
    progressing satisfactorily in achieving all the terms of the Contract and, if not, what
    steps will be taken to achieve satisfactory progress.
- F. Contractor and County may mutually agree, in writing, to modify the Services Paragraph of this Attachment A-1 to the Contract.

# V. STAFFING

- A. Contractor shall ensure that all staff complete the County's Annual Provider Training and Annual Compliance Training.
- B. Contractor and County may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A-1 to the Contract.

### VI. ADDITIONAL SCOPE AND IMPLEMENTATION:

- Additional Contractor implementation efforts. Contractor shall:
  - Focus on curating and including resources tailored for additional target populations, including but not limited to, students, youth and families

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- (efforts to date have focused on services and Resource Guides for Older Adults, Veterans, LGBT individuals, Housing/Shelter, HCA/County-funded/operated services)
- Refine descriptions, translations, and updates to resources that are housed in the OC Navigator
- Create additional Resource Guides
- Continue building technology enhancements for HCA programs included in the Chorus platform (i.e., OC Links, mobile crisis assessment teams or CAT, BHS Outreach and Engagement, Crisis Stabilization Units, OC WarmLine, etc.) to further streamline their program workflows and create increased operational efficiency
- Refine dashboarding and reporting
- Additional Contractor Services. Contractor shall:
  - Enhance and expand coordination of HCA's Crisis Services System of Care to include but not be limited to:
    - Inpatient electronic Treatment Authorization Requests for inpatient psychiatric hospitalization
    - Electronic census of bed availability across HCA's crisis residential services providers
      - Data integration, when permitted, across crisis services programs to facilitate client care
  - Expand and refine service navigation
    - Build the closed-loop referral workflow, which has been put on pause in the design stage due, in part, to lack of funding
      - Client-based consent for sharing across providers
    - Referral and linkage reporting per MHSA Prevention and Early Intervention Regulations
    - Development of native mobile application for the OC Navigator
    - Update resources listed on HCA's ochealthinfo.com website
  - o Build Substance Use Disorder (SUD) services
    - ASAM screening and placement
    - Electronic census of bed availability across HCA's SUD residential services providers
  - Continue progress on integration with IRIS/EHR

#### **Attachment B-2**

# **Revised Payment/Compensation**

 Compensation: This is a firm-fixed fee Contract between County and Contractor for Behavioral Health System Transformation OC Navigator as set forth in Attachment A-1, "Revised Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "C" and "P" of the County Contract Terms and Conditions.

- 2. **Payments:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:
  - A. County shall pay Contractor in one installment for Period One, four installments for Period Two, four installments for Period Three, and four installments for Period Four of the Contract, after receipt of an approved invoice, in accordance with the following schedule:

Installment	Deliverable	Payment	Due and Payable on:
Installment 1	Startup activities	\$450,000	June 1, 2021
Installment 2	Basic reporting	\$355,000	September 30, 2021
Installment 3	Referral automation and improvement cycle	\$720,000	December 31, 2021
Installment 4	Referral and linkage programs and improvement cycle	\$720,000	March 31, 2022
Installment 5	Resource listing programs and improvement cycle	\$720,000	June 30, 2022
Rev. Installment 6	Continued implementation and increased SOW	\$1,782,500	September 30, 2022
Rev. Installment 7	Continued implementation and increased SOW	\$1,782,500	December 31, 2022
Rev. Installment 8	Continued implementation and increased SOW	\$1,782,500	March 31, 2023
Rev. Installment 9	Continued	\$1,782,500	June 30, 2023

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	implementation and increased SOW		
Rev. Installment 10	Continued implementation and increased SOW	\$1,782,500	September 30, 2023
Rev. Installment 11	Continued implementation and increased SOW	\$1,782,500	December 31, 2023
Rev. Installment 12	Continued implementation and increased SOW	\$1,782,500	March 31, 2024
Rev. Installment 13	Continued implementation and increased SOW	\$1,782,500	June 30, 2024

- B. Contract not to exceed amount: \$17,225,000.
- C. County may, at its discretion, pay invoices in any amount, at any time during the Term of this Contract provided the Contract's not to exceed amount is not exceeded.
- D. Contractor's invoices shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator.
- E. All invoices to County shall be supported at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
- F. County may withhold or delay any payment if Contractor fails to comply with any provision of the Contract, or if sufficient progress is not being made with the program as determined by Administrator in its sole discretion.
- G. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent contract.
- H. Contractor and County may mutually agree, in writing, to modify the Payments Paragraph of this Attachment B-2 to the Contract.
- 3. Price Increase/Decreases: No price increases are permitted during the first period of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit shall remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.

- 4. Firm Discount and Pricing Structure: Contractor guarantees that prices in this Contract are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- 5. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. Payment Terms Payment in Arrears: Payment will be net 30 days after receipt of an invoice in a format acceptable to County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rest with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- Taxpayer ID Number: Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- 8. **Payment Invoicing Instructions:** Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor shall leave an invoice with each delivery. Each invoice shall have a unique number and shall include the following information:
  - a. Contractor's name and address
  - b. Contractor's remittance address, if different from 1 above
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Master Agreement (MA)
  - g. Agency/Department's Account Number
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - I. Total

Invoice and support documentation are to be submitted in arrears by email to <a href="https://documentation.com">https://documentation.com</a> or by forwarding to: Orange County Health Care Agency Accounts Payable PO Box 689

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