

ATTACHMENT 5

Domestic Violence Program Services



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER	
CN18648	
Page No. 1 of 1	PO Date JUL/01/2015

REFER INQUIRIES TO BUYER:

PHUNG LOMAN
Phone: 805-568-2697
Fax: 805-568-2705

SHIP-TO: SOC SVCS, S M MAIN
FACILITIES
2125 S CENTERPOINTE PKWY BLD C
SANTA MARIA, CA 93455
Phone: 805/346-7357

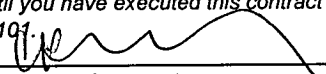
SUPPLIER: Attn: CECILIA RODRIGUEZ, EXEC. DIR.
CHILD ABUSE LISTENING &
MEDIATION (C A L M)
1236 CHAPALA ST
SANTA BARBARA, CA 93101-3116

BILL TO: SOC SVCS, FISCAL ACCOUNTING
ACCOUNTS PAYABLE
234 CAMINO DEL REMEDIO
SANTA BARBARA, CA 93110
Phone: 805/681-4604

Phone: (805)-965-2376
Fax: (805)-568-3396

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	DESTINATION-PREPAY & ADD	03365	JUN/30/2016	AMY KRUEGER	CN16681

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	0055+044+7659+3020+5310+	90,000.00 /LOT	90,000.00

CHILD ABUSE LISTENING & MEDIATION/SERVICE CONTRACT
SPECIAL NOTICE TO SUPPLIER: THIS CONTRACT REPLACES YOUR PREVIOUS YEAR CONTRACT #CN16681 WHICH EXPIRES ON JUNE 30TH, 2015. YOU MUST SIGN & RETURN THIS REPLACEMENT CONTRACT, AND YOU MUST REFERENCE THE NEW NUMBER ON ALL INVOICES & CORRESPONDENCE RELATED TO THE DESCRIBED WORK EFFECTIVE JULY 1, 2015.
GENERAL: CONTRACT FOR DOMESTIC VIOLENCE SERVICES AS PER ORIGINAL STATEMENT OF WORK.
CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN JUNE 30, 2016.
LIMITATIONS: Total expenditure for the period shall not exceed \$90,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.
STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) applies.
 Insurance documents already on file in Purchasing Division.
THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)
NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.
 Accepted By: (X) 

Print Name/Title: Cecilia Rodriguez CEO Date: 6-30-15
Applicable License # (Medical/Contractor/Etc): _____

Tax 1:	0.00
Tax 2:	0.00
Total:	90,000.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org


COUNTY OF SANTA BARBARA

Supplier

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

STATEMENT OF WORK

Domestic Violence Services

I. CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Child Abuse Listening and Mediation (CALM) (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

II. PURPOSE/TERM

The Domestic Violence Treatment Program serves families with parent(s) who have been identified as the victim of domestic violence. The Contractor shall commence performance on 12/02/13 and end performance upon completion, but no later than 6/30/14 unless otherwise directed by County or unless earlier terminated.

The Contractor of the Domestic Violence Treatment Program will provide direct service delivery to the target population and/or provide clients with referrals to appropriate local community based organizations to meet the requisite need of clients in the Santa Maria and Lompoc areas.

Target Population

Referrals will be made on the target population as outlined below:

The target population will be comprised of those parent(s) who a Child Welfare Services (CWS) worker has identified as being a victim of domestic violence with the outcome measure of addressing the complex issues involved in breaking the intergenerational cycle of domestic violence to ensure the safety and stability of all children in our community.

Desired Results for Participating Clients:

1. Improved knowledge of the effect of domestic violence on children.
2. Improved levels of social and emotional functioning.
3. Improved knowledge of parenting skills.
4. Improved coping and life skills to create peace, safety, and stability in the home as evidence by decreased parental stress.
5. Improved skill in regulating their own emotions, making sense of their own trauma history in order to maintain nurturing and safe relationships with their children.

III. DESIGNATED REPRESENTATIVES/NOTICES

Changes in designated representatives shall be made only after advance written notice to the other party. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To County: **Amy Krueger**, Operations Manager, Department of Social Services, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455, (805) 346-7248

To Contractor: **Mary Jane Alumbaugh**, Child Abuse Listening and Mediation, 1236 Chapala St., Santa Barbara, CA 93101 (805) 965-2376

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

1. Assignment - You will not assign any of your rights nor transfer any of your obligations under this Agreement without prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

IV. SCOPE OF WORK

Contractor will provide a culturally sensitive Domestic Violence Treatment Program to address a much needed gap in service that focuses on the underlying factors contributing to child abuse and neglect, specifically domestic violence, in Santa Barbara County and will have the charge to:

- Engage clients in a positive and respectful manner that will encourage the clients to participate in the provided services.
- Conduct a Needs Assessment.
- Provide Group Therapy: A Psycho-educational model focusing on the impact of Domestic Violence on children.
- Individual treatment for those clients with more complex needs.
- Case Management Services to include home visits (where appropriate).
- Parent education and advocacy.
- Referral to adjunct community agencies.
- Close collaboration and cooperation with Domestic Violence Solutions.
- Report back to CWS any suspected child abuse.
- Maintain confidentiality of all information.
- Work non-traditional hours as needed.
- Provide bi-lingual/bi-cultural services as needed.

Curriculum

The curriculum will be in accordance with the CDC (Center for Disease) five year vision to prevent child maltreatment by promoting safe, stable and nurturing relationships and to educate parents about the deleterious effects of Domestic Violence on children's' futures (Adverse Life Events data). The five protective factors for children will be incorporated into this curriculum.

1. Domestic Violence

- a. Defining abuse (formal assessment instruments)
- b. Cycle of Abuse
- c. Intergenerational patterns: boundary issues, assertiveness versus passivity or aggression
- d. Influence of substance abuse
- e. Victimization as a precursor to domestic violence

2. Effects of domestic violence on children

- a. Developmental issues
- b. Parenting skills informed by knowledge of child development issues i.e. specific issues involved.
 - i. Building social and emotional competence
 - ii. Discipline without violence
- c. Specific Issues for these children
 - i. Effects of separation from parents
 - ii. Modeling i.e. learning violence
 - iii. Differential effects on girls vs. boys
 - 1. Serious emotional disturbance in females; depression
 - 2. Anger/ conduct disorder in boys

3. Safety Planning

- a. Self care;
- b. Adaptive coping;
- c. Healthy communication.

Referral Process

1. Child Welfare Social Workers will make the referral to the Domestic Violence Treatment Program by completing form and sending the referral to the Contractor via secure email.
2. Assessment and triage of the CWS referrals will be made by the Contractor's dedicated mental health treatment providers to determine if the clients would benefit from more intensive therapeutic services, such as individual therapy, in addition to the psycho-educational groups provided to all referred clients.
3. Contractor will report within one business day to the CWS Social Worker that the referral was received.

V. DUTIES AND RESPONSIBILITIES

A. Contractor shall:

- Operate a Domestic Violence Treatment Program that incorporates Department of Social Service CWS protocol and stated outcomes, under the direction of Santa Barbara County Department of Social Services (DSS)/CWS.
- Utilize the following tools in assessing client needs: Intake interviews, home visits (where appropriate), observation, client self-report and attendance in a psycho-educational group, as well as pre and post-tests measures data.
- The Contractor will assist the clients by referring the family to additional services available in the community. This will promote the building of a larger support network for the family being served.

- Keep records on each client served. Records may include, but are not limited to: a copy of the service delivery plan, a chronological list of all contacts with a summary of topics discussed and/or services provided, as well as follow-up, compliance and outcome information.
- Provide statistics to CWS for clients served.
- Collaborate and coordinate, as appropriate, with service providers of other applicable services to facilitate access for families to additional services.
- Report all instances of known or suspected child/elder abuse or neglect in accordance with the law to CWS/Adult Protective Services.
- Maintain confidentiality of all information.
- Participate in contract meetings to discuss and resolve any issues that may arise in coordinating services for referred clients and review statistics.

B. County shall:

- Provide referrals to the Contractor for eligible clients in accordance with the established referral process.
- Utilize reports received from the Contractor to track outcomes for families referred to the Domestic Violence Treatment Program.
- Enter Domestic Violence Treatment Program referrals for all eligible clients into the County's CWS/CMS computer system.
- Convene contract meetings to discuss and resolve any issues that may arise in coordinating services for referred clients and review statistics.

VI. REPORTING REQUIREMENTS

Contractor will submit, at a minimum, Quarterly detailed reports which include the following:

1. Number of new clients referred each month.
2. Names of clients and ages of children.
3. Number of English, Spanish, and foreign language speaking clients served each month along with the ethnicity of each family.
4. The dates of when the first contact was made.
5. Client's participation record.
6. Status regarding the Performance Outcome Measures.

Additional reports may be developed in collaboration with the Contractor as requested.

VII. PERFORMANCE OUTCOMES

1. 80% of clients referred to the Domestic Violence Treatment Program will engage in services.
2. 80% of clients, engaged in services, will successfully complete the program as evidenced and documented by the Contractor's clinical team.
3. 98% of all families will be contacted by the Contractor within three business days of receiving the referral.

Additional performance measures may be developed in collaboration with the Contractor.

VIII. GENERAL CONTRACT PROVISIONS

- A. Modification of Services – Contractor shall obtain the expressed written consent from the County for any variation in the provision of services described in this Agreement.
- B. Audit Exceptions and Disallowed Costs – Contractor will be subject to audit/monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the County determines it will assume liability, Contractor will be liable for and will repay, to the County, any amount for recoupment of audit/monitoring exceptions and disallowances of disallowed costs. Such repayment will be from funds other than those received under this agreement.
- C. Contractor will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. Contractor will return to County upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this contract.

IX. FISCAL

- A. The total maximum amount of this contract shall not exceed \$96,121.00.
- B. Contractor shall submit to the County Representative an invoice or certified claim on the County Treasury for the service performed by the 10th of the month following the service month. These invoices or certified claims must cite the assigned Contract Number. County Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.
- C. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
- D. Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by County are derived from federal, state or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of County. County shall have the right to terminate this Agreement in the event that such curtailment, reduction, or cancellation occurs.

NOTE: The Standard Terms and Conditions for contracting with an Independent Contractor will be included with, and made part of this contract by the County General Services Purchasing Division. Your signature on the Purchasing Contract means you have read and accepted these terms and conditions.

CALM
CWS Domestic Violence Services
Line Item Budget

Salary and Benefits	Hours/Week	% FTE	Rate	
Bilingual Therapist	40.00	100.000%	\$25.00	52,000
Assessment Specialist	1.50	3.750%	\$20.00	1,560
Psychology Director	1.00	2.500%	\$55.00	2,860
Clinical Director	1.00	2.500%	\$27.00	1,404
Program Manager	1.00	2.500%	\$34.00	1,768
Total P/R				59,592
Benefits				14,669
				26.0%
Total Salary and Benefits				74,261
Services and Supplies				
<i>Services</i>				
* Office Expense				1,500
* Telephone				420
* Mileage				3,500
* Training				800
* Other consultants				800
Total Services & Supplies				7,020
Operating Expenses				
Facility				2,302
Other Indirect			15.0%	12,537
Total Operating Expenses				14,840
Total Costs				96,121



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. **Your signature means you've read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which **must include the contract number** we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
 - 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES.** You will indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you to the fullest extent allowable by law. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
9. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** You will defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
10. **INSURANCE.** Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.
 - 10.1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, major change in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if a) you have no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.
 - 10.2. **General and Automobile Liability Insurance.** Your *general liability* insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by you in the indemnity and hold harmless provisions of the Indemnification Section(s) of this Agreement between you and the County. The *automobile liability* insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. The County of Santa Barbara, its officers, employees, and agents shall be **Additional Insured status** on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. ***A copy of the endorsement evidencing that the County has been added as an additional insured on the policy, must be attached to the certificate of insurance.*** The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory." *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract.* The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
11. **PROFESSIONAL LIABILITY INSURANCE.** For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.*

12. **COMPLIANT COVERAGE.** In the event the you are not able to comply with the our insurance requirements, the County may, at its sole discretion and at the your expense, provide compliant coverage
13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of Insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of Insurance are at all times available in the Purchasing office as a **condition precedent to any payment by County** under this Contract. Our approval of any insurance shall neither relieve nor decrease your liability under this Contract.
14. **PERIODIC REVIEW OF INSURANCE.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
15. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
18. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 19.
- 18.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
- 18.2. *Payment.* We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
19. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. **Failure to comply may result in your vehicle being ticketed or towed without notice.** Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
23. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.