



# COUNTY OF SANTA BARBARA

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

**ORDER**

**CN15497**

Page No.  
1 of 2

PO Date  
JUN/21/2013

**REFER INQUIRIES TO BUYER:**

GLORIA NESS  
Phone: 805-568-2691  
Fax: 805-568-2705

SHIP-TO: ADMHS - AS DIRECTED

**SUPPLIER: Attn:**

EDWIN FELICIANO, M.D.  
4681 LA LOMA WAY  
SANTA BARBARA  
CA 93110

**BILL TO:** ADMHS - FISCAL CONTRACTS  
315 CAMINO DEL REMEDIO, RM 210  
SANTA BARBARA, CA 93110  
Phone: 805/681-5168

Phone: 610/349-4133

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	18447	JUN/30/2014	ERIN JEFFERY	CN12986

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 EACH	0044+043+6177+3500+0000+0000	18,748.00 /EACH	18,748.00

Edwin Feliciano, MD - Vendor #18447 - Psychiatrist

**CONTRACTOR ON PAYROLL**

**CONTRACTOR'S SPECIFIC DUTIES:** It is agreed that, under the terms of this contract, contractor will: provide Contractor On Payroll services as described in the attached Agreement Exhibit A and Exhibit B. .

**CONTRACT PERIOD:** July 1, 2013 through June 30, 2014.

**COMPENSATION:** The COUNTY shall pay CONTRACTOR the sum of \$110.00 per hour of professional services performed pursuant to this agreement, payable bi-weekly upon submission of a time card, which shall be subject to deductions and include withholding of State and Federal taxes as required by law.

**LIMITATIONS:** Total expenditure for the period shall not exceed \$18,748.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

Standard Terms & Conditions for Contractors on Payroll (ver.05/30/00) attached.

**NOTE TO CONTRACTOR:** Prior to performance it is mandatory that you SIGN (see X below) AND IMMEDIATELY MAIL OR FAX THIS DOCUMENT TO COUNTY PURCHASING.

Accepted By: (X) 

Print Name/Title: Edwin A. Feliciano, MD Date: 6-23-13

Applicable License # (Medical/Contractor/Etc): CS1764

Continued on next page...

- (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](http://www.countyofsb.org)

  
COUNTY OF SANTA BARBARA

Supplier



# COUNTY OF SANTA BARBARA

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

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Page No. 2 of 2	PO Date JUN/21/2013

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CA 93110

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SANTA BARBARA, CA 93110  
Phone: 805/681-5168

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NET 30	N/A	18447		ERIN JEFFERY	CN12986

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
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Tax 1:	0.00
Tax 2:	0.00
Total:	18,748.00

- (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](http://www.countyofsb.org)

  
COUNTY OF SANTA BARBARA

Supplier

This order is being tracked by:





perform all work contemplated in this Agreement, and **CONTRACTOR** agrees to submit verification of licensure.

## 7. **BENEFITS.**

- A. **Standard benefits:** **COUNTY** shall pay the following costs: Employer's share of either Social Security (aka FICA) or the Social Security Alternative Plan (aka SSAP); employer's share of federal Medicare health insurance; County workers' compensation insurance; State unemployment insurance; and travel expense reimbursement for mileage claims with prior written authorization.
- B. **Paid Leave:** **CONTRACTOR** understands and agrees that **CONTRACTOR** is not entitled to any paid holidays, paid vacation, paid sick leave or other paid leave.
- C. **Retirement:** **CONTRACTOR** shall be a member of the Santa Barbara County Employees Retirement System ONLY if both of these conditions are true: 1) **CONTRACTOR** is required to work at least forty (40) hours per bi-weekly pay period; and 2) **CONTRACTOR'S** assignment is not deemed by **COUNTY** to be temporary, intermittent, or seasonal. Retirement benefits shall be pro-rated according to the applicable percentage of a full-time equivalent (i.e. .5, .6, .625, .75, .8, .875, .9, or 1.0).
- D. **Other:** **CONTRACTOR** understands and agrees that **CONTRACTOR** is not and will not be eligible for membership in, or any benefits from, any **COUNTY** group plan or hospital, surgical or medical insurance.

**CONTRACTOR** is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.

**CONTRACTOR** may be permitted to use **COUNTY** vehicles as part of **CONTRACTOR'S** assignment and shall maintain a valid California Driver's License.

**COUNTY** may reimburse **CONTRACTOR** for necessary and prior-approved out-of-pocket expenses while performing required services for **COUNTY**, in accordance with **COUNTY** policy. All travel claims and other claim documents, when applicable, must include the board contract number. If the invoice does not properly reference the contract number, those invoices may be returned, delaying payment.

Except as required by law, **CONTRACTOR** is not eligible for any other job benefits accruable to an employee in the classified service of the **COUNTY**, unless otherwise specified herein or in Exhibit B.

8. **STANDARD OF PERFORMANCE.** **CONTRACTOR** represents that **CONTRACTOR** has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, **CONTRACTOR** shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which **CONTRACTOR** is engaged. All products of whatsoever nature, which **CONTRACTOR** delivers to **COUNTY** pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in **CONTRACTOR'S** profession. **CONTRACTOR** shall correct or revise any errors or omissions, at **COUNTY'S** request without additional compensation. Permits and/or licenses shall be obtained and maintained by **CONTRACTOR** without additional compensation.
9. **TAXES.** The **COUNTY** shall pay **CONTRACTOR** for professional services pursuant to this Agreement, payable upon biweekly submission of a time card, and such payment shall be subject to deductions and include withholding of state and federal taxes.

10. **CONFLICT OF INTEREST.** **CONTRACTOR** covenants that **CONTRACTOR** presently has no interest and shall 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 Agreement. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such interest shall be employed by **CONTRACTOR**.
11. **NONAPPROPRIATION.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated and budgeted or funds are otherwise not available for payments in the fiscal year covered by the term of the Agreement, then **COUNTY** will immediately notify **CONTRACTOR** of such occurrence and the Agreement may be terminated by **COUNTY**, with or without the prior notice specified in the Termination section of this Agreement. 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.
12. **OWNERSHIP OF DOCUMENTS.** **COUNTY** shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, 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 Agreement is completed or terminated prior to completion. **CONTRACTOR** shall not release any materials under this section except after prior written approval of **COUNTY**.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of **COUNTY**. **COUNTY** shall 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 Agreement.

13. **DEFENSE AND INDEMNIFICATION.** **COUNTY** will defend and indemnify **CONTRACTOR** against any claim, lawsuit, or judgment arising out of **CONTRACTOR'S** performance of duties under this Agreement.

**CONTRACTOR** agrees to notify **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**CONTRACTOR** shall bear the cost of **CONTRACTOR'S** own defense and liability for any act or omission arising from professional duties outside the scope of this Agreement. Nothing contained herein shall be deemed to increase **COUNTY'S** liability beyond limitations set forth by law.

14. **NONDISCRIMINATION.** **COUNTY** hereby notifies **CONTRACTOR** that **COUNTY'S** Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and **CONTRACTOR** agrees to comply with said ordinance. **CONTRACTOR** agrees to comply with **COUNTY'S** Anti-Harassment Policy.
15. **NONEXCLUSIVE AGREEMENT.** **CONTRACTOR** understands that this is not an exclusive Agreement and that **COUNTY** shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by **CONTRACTOR** as the **COUNTY** desires.
16. **ASSIGNMENT.** **CONTRACTOR** shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of **COUNTY** 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.
17. **TERMINATION.** Either of the parties hereto may, for any reason, prior to the expiration date of this Agreement, cancel and terminate this Agreement upon thirty (30) days' written notice to the other.

Upon a material breach of the terms and conditions of the Agreement by one of the parties, the non-breaching party (including Designated Representative's superiors) may terminate this Agreement upon the mailing of a written notice of termination to the breaching party. Written notification as required under this paragraph shall be given by **CONTRACTOR** to the **COUNTY** Designated Representative. Written notification by **COUNTY** shall be given to the **CONTRACTOR**. In the case of material breach (including but not limited to: grossly negligent conduct, malpractice or criminal conduct, etc.) by **CONTRACTOR**, the Designated Representative or designee may immediately terminate the Agreement.

Upon termination, **CONTRACTOR** shall cease work (unless the notice directs otherwise), and deliver to **COUNTY** all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by **CONTRACTOR** in performing this Agreement, whether completed or in process.

Notwithstanding any other payment provision of this Agreement, **COUNTY** shall pay **CONTRACTOR** for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall **CONTRACTOR** be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to **COUNTY** is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
21. **NO WAIVER OF DEFAULT.** No delay or omission of **COUNTY** to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to **COUNTY** shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of **COUNTY**.
22. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
23. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. **COMPLIANCE WITH LAW.** **CONTRACTOR** shall, at **CONTRACTOR'S** sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of **CONTRACTOR** in any action or proceeding against **CONTRACTOR**, whether **COUNTY** is a party thereto or not, that **CONTRACTOR** has violated any such ordinance or statute, shall be conclusive of that fact as between **CONTRACTOR** and **COUNTY**.
25. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall 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.
26. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
27. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, **CONTRACTOR** hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which **CONTRACTOR** is obligated, which breach would have a material effect hereon.
28. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections shall prevail over those in the Exhibits.
29. **SURVIVAL.** All provisions which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement.

## EXHIBIT A

### STATEMENT OF WORK

**CONTRACTOR** shall serve as a Board-certified or Board-eligible psychiatrist for, and on behalf of, **COUNTY** under the general direction of the Director of Alcohol, Drug & Mental Health Services or designee, and will perform the following duties, to include but not be limited to:

1. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California, including Assessment/Evaluation, Collateral and Medication Support Services.
2. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations.
3. Prescribe and administer, as needed, psychiatric medication(s). Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record.
4. Provide medication education for staff, clients, and families.
5. Participate in review, revision, and approval of assessments of clients.
6. Participate in the development, review, revision, and approval of treatment plans.
7. Provide consultation, training, and support of multi-disciplinary team members, as needed.
8. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review.
9. Adhere to documentation and reporting requirements established by **COUNTY**.
10. Perform other relevant work within the scope of **CONTRACTOR'S** license.
11. The following summarizes the expectations of the psychiatrist. The psychiatrist shall:
  - A. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
  - B. Schedule new patients for 1.5 hours during which assessment, initial treatment plan, appropriate documentation and dictation of case shall be completed;
  - C. Schedule follow-up appointments for 30 minutes. It is expected that a minimum of two (2) clients will be seen per hour, and their care documented using the OLPN format;
  - D. Accommodate urgent or emergent concerns, walk-ins, medication refills, or other requests made by the Psychiatric Technicians or program manager in the event of a client "no-show".
12. Productivity expectations are 65%.
13. Contractor shall provide psychiatric services described above to clients referred by the Clean and Sober Drug Court (CSDC) grant program, funded by the Substance Abuse and Mental Health Services Administration (SAMHSA). Contractor shall provide services to CSDC participants referred by the



CSDC treatment providers who may have co-occurring mental health and substance abuse conditions. Contractor shall make the final determination whether the client requires psychiatric treatment and medication support services. Contractor shall receive referrals from the Council on Alcoholism and Drug Abuse (CADA), Phoenix of Santa Barbara, and Sanctuary Psychiatric Centers.

A. Referral Packet. All referrals must be accompanied by the following documentation prior to clients receiving psychiatric services, including the initial assessment:

1. CSDC Referral Form;
2. Confidentiality Releases;
3. A copy of the client's Addiction Severity Index (ASI).

#### 14. DEFINITIONS:

A. Assessment/Evaluation. A clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Assessment includes: diagnosis; use of testing procedures; face-to-face contact with the client; appraisal of the individual's social functioning such as living situation, daily activities, school activities, social support systems and health status. Cultural issues shall be addressed as appropriate.

B. Collateral. Contact with one or more significant support persons in the life of the individual that may include consultation and training, to assist in better utilization of services and understanding mental illness or emotional disturbances. Collateral services include, but are not limited to, helping significant support persons to understand and address the individual's condition and involving the support persons in service planning and implementation of service plan(s).

C. Medication Support Services. Those services including prescribing, administering, dispensing, and monitoring psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. These services may include evaluation of the need for medication, evaluation of the clinical effectiveness and side effects, the obtaining of informed consent, medication education and plan development related to the delivery of the services and/or assessment of the client. These services may only be provided by a licensed physician.

15. **CONTRACTOR** is currently, and for the duration of this Agreement shall remain, licensed in accordance with all local, State, and Federal licensure requirements as a provider of its kind. Services provided by unlicensed or uncertified persons shall not be compensated.

16. **CONTRACTOR** shall provide to Alcohol, Drug & Mental Health Services Administration Quality Care Management Team (QCMT) a current copy of **CONTRACTOR'S** Drug Enforcement Agency (DEA) certificate and physician's license.

17. **CONTRACTOR** agrees to provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the Community Mental Health Services plan and policy as administered by the **COUNTY'S** Director of Alcohol, Drug & Mental Health Services.

18. **CONTRACTOR** agrees to appear for testimony for court and jury trials as determined necessary by the Conservator for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving. Services provided by unlicensed or uncertified persons shall not be compensated.

19. **CONTRACTOR** agrees to store and dispense medications in compliance with all applicable State and Federal laws and regulations, as per California Code of Regulations Title 9, Chapter 11, Section 1810.435 (b)(2)&(3).

## EXHIBIT B

### CONTRACTOR ON PAYROLL Compensation

**COUNTY** shall pay **CONTRACTOR** for professional services pursuant to this Agreement upon biweekly submission by **CONTRACTOR** of a timesheet, and such payment shall be subject to deductions and withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of \$18748 without written amendment. This not to exceed amount includes the following:

- \$18748 for 170 hours of work by **CONTRACTOR** at a rate of \$110.00 per hour.



## STANDARD TERMS & CONDITIONS FOR CONTRACTORS ON PAYROLL

**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/County"), by its Purchasing Division ("Purchasing"), and the individual identified as "Vendor" on the Contract form to which this document is attached ("You/Your"). Your signature indicates familiarity with and acceptance of these terms and conditions.

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, in accordance with the attached Statement of Work. (The term "Statement of Work" as used herein 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 amendments.) You will perform services under the direction and supervision of the person designated by the County Department identified in the Ship-To box on the Contract form ("Designee"). Payment will be subject to satisfactory performance as determined by the Designee. In no event shall the compensation payable exceed the total sum appearing on the Contract form for the full term of the contract without written amendment as specified below. You will be entitled to reimbursement for necessary and prior-approved out-of-pocket expenses while performing services specified in the Statement of Work, in accordance with County policy as it pertains to County employees. You are responsible for all licensure fees, subscriptions, and other professional expenses not specifically detailed in the Statement of Work.

2. **STATUS.** You understand and agree that you are not, and will not, be eligible for membership in or any benefits from any County group plan, for other leave with or without pay, or for any other job benefits accruable to an employee in the classified service of the County, unless otherwise specified herein or in the Statement of Work. You understand and agree that your term of employment is governed solely by this contract; that no right of tenure is created hereby, and that you do not and will not, by virtue of this Contract, hold a position in any department or office of the County, and that your service to the County under this contract is authorized pursuant to Government Code Section 31000. You warrant that you are fully licensed to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure.

3. **BILLING & PAYMENT.** Your charges for professional services are payable upon bi-weekly submission of a time card, which shall be subject to deductions and include withholding of State and Federal taxes as required by law. All invoices or other payment documents, excluding the bi-weekly time card, **must include the Contract number** appearing on the attached Contract form. If such document does not properly reference the contract number, it will be returned to you for correction, and payment will be delayed.

4. **BENEFITS.** Benefits payable to you pursuant to this Contract are limited to:

4.1. **Standard Benefits:** Employer's share of either Social Security (aka FICA) or the Social Security Alternative Plan (aka SSAP); Employer's share of federal Medicare health insurance; County Workers' Compensation insurance; State Unemployment Insurance.

4.2. **Special Benefits:** You will be entitled to the following additional benefits ONLY if all of these three conditions are true: 1) you are required to work at least forty (40) hours per bi-weekly pay period; and 2) the Contract is for over one thousand (1000) hours in a one-year period; and 3) your assignment is not deemed by the County to be temporary or seasonal.

4.2.1. *Retirement benefits* shall be pro-rated in eighths of full-time equivalent (ie, 4/8, 5/8, 6/8, 7/8, 8/8ths), in the Santa Barbara County Employees Retirement.

4.2.2. *Paid Leave* shall be allocated on a pro-rata basis up to the total number of hours of Paid Leave specified in the Statement of Work. Paid Leave shall be taken at a time determined and agreed in advance between you and Designee. Accumulated Paid Leave must be taken or paid out within the contract period, as Paid Leave cannot be accrued to subsequent contracts; unused Paid Leave will be lost upon expiration of the Contract. Paid Leave includes virtually all absence from work including, but not limited to, holidays, vacations, sickness, jury duty, and any other circumstance. (Special requirements may apply to your coding of your time card in order for you to be able to receive your paid leave.)

5. **VEHICLE OPERATION.** You may be permitted to use County vehicles as part of your assignment, subject to approval of Designee and submission to Designee of proof of possession of a valid California Diver's License.

6. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and shall 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 covenants that in the performance of this Contract, no person having any such interest shall be employed by you.

7. **OWNERSHIP OF DOCUMENTS.** We shall 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, 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 shall not release any materials under this section except after our prior written approval.

7.1. **Copyright.** No materials produced in whole or in part under this Contract shall 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.

8. **RECORDS, AUDIT, AND REVIEW.** You shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting practices. We shall have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.

9. **NONDISCRIMINATION.** We hereby notify you that the County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein 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.

10. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we will have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by you. You must disclose to Purchasing any other contracts under which you are providing services to the County.

11. **ASSIGNMENT.** You shall 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.

12. **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 13.

12.1. *Work In Progress.* Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted. Upon termination, you must deliver to us all documents specified in paragraph 7.

12.2. *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.

13. **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 to which this document is attached [form PA-131]. *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.

14. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.

15. **CALIFORNIA LAW.** This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall 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.

16. **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 [form PA-131], or 2) waived by amendment hereon with dated initials of Purchasing staff.

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