



# County of Santa Barbara BOARD OF SUPERVISORS

## Minute Order

May 21, 2019

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**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 19-00446

**RE:** Consider recommendations regarding the Behavioral Wellness Alcohol and Drug Program Second Amendment to the State Contract for Substance Abuse Prevention and Treatment Block Grant (SAPT/SABG) for Fiscal Years (FYs) 2017-2020, as follows: (4/5 Vote Required)

- a) Approve and authorize the Director of Behavioral Wellness to execute the Second Amendment to the multiyear revenue Agreement (No. 17-94159 A02) with the State Department of Health Care Services for SAPT/SABG funds, to increase funds by \$747,500.00 for FY 2017-2018 for a total maximum contract amount of \$8,600,453.00 for the period of July 1, 2017 to June 30, 2020;
- b) Approve Budget Revision Request No. 0006266 increasing appropriations of \$747,500.00 in the Behavioral Wellness Department, Alcohol and Drug Programs Fund for \$110,000.00 in Services and Supplies and increase restricted fund balance by \$637,500.00 in unanticipated revenue from SAPT/SABG to be utilized by September 30, 2019; and
- c) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

**A motion was made by Supervisor Hart, seconded by Supervisor Hartmann, that this matter be acted on as follows:**

**a) Approved and authorized; and**

**b) and c) Approved.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

2019 MAY -9 PM 3:14

COUNTY OF SANTA BARBARA  
CLERK OF THE  
BOARD OF SUPERVISORS  
Behavioral Wellness

Department Name: Behavioral Wellness  
Department No.: 043  
For Agenda Of: May 21, 2019  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: 4/5

**TO:** Board of Supervisors  
**FROM:** Department Alice Gleghorn, PhD, Director  
Director(s) Department of Behavioral Wellness, 681-5220  
Contact Info: Pam Fisher, PsyD. Deputy Director, Chief of Clinical Operations  
681-5220  
**SUBJECT:** Behavioral Wellness Alcohol and Drug Program – Second Amendment to State  
Contract for Substance Abuse Prevention and Treatment Block Grant  
(SAPT/SABG) FY 2017-2020

*Handwritten initials and signature*

County Counsel Concurrence

As to form: Yes

Other Concurrence:

As to form: N/A

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Director of Behavioral Wellness to execute the Second Amendment to the multiyear revenue Agreement (#17-94159 A02) with the State Department of Health Care Services for Substance Abuse Prevention and Treatment Block Grant (SAPT/SABG) funds, to increase funds by \$747,500 for Fiscal Year (FY) 2017-2018 for a total maximum contract amount of \$8,600,453 for the period of July 1, 2017 to June 30, 2020;
- B. Approve a Budget Revision Request (BJE #0006266) increasing appropriations of \$747,500 in the Behavioral Wellness Department, Alcohol and Drug Programs Fund for \$110,000 in Services and Supplies and increase restricted fund balance by \$637,500 in unanticipated revenue from SAPT/SABG to be utilized by September 30, 2019; and
- C. Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

Summary Text:

Behavioral Wellness (“BeWell”) is mandated by the California Welfare and Institutions Code to provide services to individuals with substance use issues in Santa Barbara County, which it does primarily through

contracted providers. BeWell seeks approval of the recommended actions from the Board of Supervisors (“Board”) to authorize the BeWell Director to execute this second amended agreement to accept additional Substance Abuse Prevention and Treatment Block Grant onetime funds and to approve the Budget Revision Request #0006266. Approval of the recommended actions will enable BeWell to expand and enhance the infrastructure for the delivery of services, alcohol and drugs services, and to provide additional prevention services throughout Santa Barbara County through September 30, 2019.

**Background:**

The Department of Health Care Services (DHCS) directs local County funding to primary prevention, treatment and recovery services through a block grant from the federal Substance Abuse and Mental Health Services Administration (SAMHSA). The SABG is a federal award under Title 45 Code of Regulations (CFR) Part 75.

In December 2017, the Board originally approved the acceptance of federal SAPT Block Grants (SABG) through a the three-year Agreement with DHCS for \$7,824,072 for the period July 1, 2017 through June 30, 2020. On January 15, 2019, the Board approved the First Amendment to the DHCS Agreement to provide modified terms and conditions and increase discretionary funds by \$28,881 for FY 18-19, for residential alcohol drug free housing.

This Second Amendment, to the SAPT Agreement, provides \$747,500 in one time discretionary funds for FY 17-18, for the provision of expanding alcohol and other drug primary prevention services, data collection and reporting services, workforce development services for residents of Santa Barbara County, and to provide local awareness and training around Cannabis use and safe storage and disposal of prescription drugs. The State provided these onetime funds to compensate BeWell for providing additional services in the first year of the Agreement. The State requires that BeWell expend these funds in the FY 18-19 expenditure period ending September 30, 2019.

**Performance Measures and Outcomes:**

Providers must comply with performance measures and outcomes as set forth in their contracts. Data is tracked through the California’s Outcomes Measurement System for Treatment (CalOMS) and BeWell monitors providers for compliance with program requirements.

**Fiscal and Facilities Impacts:**

Budgeted: No

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>FY 2017 - 2018 expenditure period 10/01/17 to 6/30/2019</u></b>	<b><u>FY 2018-2019 expenditure period 10/01/18 - 9/30/2020</u></b>	<b><u>FY 2019 -2020 expenditure period 10/1/19-6/30/21</u></b>
General Fund			
State			
Federal			
Fees			
Other: SABG Award	\$ 3,355,524	\$ 2,636,905	\$ 2,608,024
Annual Total:	\$ <b>3,355,524</b>	\$ <b>2,636,905</b>	\$ <b>2,608,024</b>
Three Year Total:			\$ <b>8,600,453</b>

Narrative: A Budget Revision Request for \$747,500 is necessary to adjust the Alcohol and Drug Programs Fund and restricted fund balance by \$110,000 and \$637,500, respectively. Approval of the recommended action will not increase the use of General Fund dollars by BeWell.

**Key Contract Risks:**

If the funding of the program for any fiscal year is reduced or deleted by the Budget Act, DHCS has the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended agreement to the County with a reduced amount. It also passes on to the County the responsibility to repay any audit exceptions taken by the Federal government and the State or the State Auditor. However, BeWells' contracts with its service providers include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County. The contract also imposes procedural and reporting requirements implemented by BeWell that could be subject to future audit.

**Special Instructions:**

Please email one (1) copy of the minute order to Denise Morales at: [dmorales@co.santa-barbara.ca.us](mailto:dmorales@co.santa-barbara.ca.us) and a copy to [BWELLcontractstaff@co.santa-barbara.ca.us](mailto:BWELLcontractstaff@co.santa-barbara.ca.us).

**Attachments:**

Attachment A: DHCS SAPT FY 17-20 Agreement No. 17-94159 A02

Attachment B: BRR #0006266

Attachment C: DHCS SAPT FY 17-20 No. 17-94159 A01 Executed

Attachment D: DHCS SAPT FY 17-20 Agreement No. 17-94159

**Authored by:**

D. Morales

CONTRACTOR: County of Santa Barbara

JUL 08 2019

Attention: Alice Gleghorn, Ph.D.,  
Director, Behavioral Wellness  
300 North San Antonio Road, Building 3  
Santa Barbara, CA 93110-1332

AGREEMENT NUMBER: 17-94159-A02

RECEIVED  
DEPARTMENT OF HEALTH CARE SERVICES  
Department of Health Care Services (DHCS) has standardized its agreement formats. The enclosed agreement may reference online terms and conditions (GTC or GIA) that are not attached to the agreement. If applicable, the cited terms may be viewed at this website: <http://www.ols.dgs.ca.gov/standard+Language/default.htm>. The enclosed agreement is not binding until signed by all parties and approved by the appropriate state agencies. No services should be provided prior to approval, as DHCS is not obligated to make any payments for services occurring prior to approval. Required action is noted by each checked [X] item below.

- Affix a signature to the enclosed agreement copy and each face sheet. Two copies must bear original signatures. Return **all** copies to CSB's address noted below along with each item noted by a check mark [X]. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations, if any, must be approved by the funding program and initialed by the person who signs the agreement.
- Complete, sign, and return the Payee Data Record (STD204). Payments cannot be issued without this form.
- Go to <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>, review the GTC version referenced on the face of the agreement as Exhibit C. Review provision 11 to locate the Contractor Certification Clause (CCC) version (i.e., 307) that applies. Read the CCC in its entirety. Sign the first page of the Certification. Return the first page of the originally signed Certification to the Contracts Section address below. Failure to return the appropriate CCC version will prohibit DHCS from doing business with your firm.
- Enclosed for your records is a fully executed agreement copy. Include DHCS's agreement number on all invoices and future correspondence related to this agreement. Performance may commence.
- The enclosed agreement has been signed by DHCS. When fully executed, **return one signed copy** to CSB's address below. Cite DHCS's agreement number on all correspondence about this agreement.
- The enclosed agreement has been signed by DHCS and is fully executed. Cite the agreement number in future correspondence.

Contact Contract Services Branch at (916) 552-8006 if there are questions about this letter. Return all items identified above to this address:

DHCS  
Contract Section Branch - Contracts Section  
1000 G Street, 4<sup>th</sup> Floor, MS 4200  
P.O. Box 997413  
Sacramento, CA 95899-7413

For Program matters, invoice/payment issues, or to discuss agreement alteration, contact:

DHCS  
Substance Use Disorder - PPF - Program Support & Grants Management Section  
Attention: Matthew Shields  
1500 Capitol Avenue, MS 2624  
Sacramento, CA 95814

Telephone: (916) 713-8948  
Email: [Matthew.Shields@dhcs.ca.gov](mailto:Matthew.Shields@dhcs.ca.gov)

Enclosure(s)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213A\_DHCS (Rev. 03/18)

Check here if additional pages are added: 2 Page(s)

Agreement Number 17-94159	Amendment Number A02
Registration Number:	

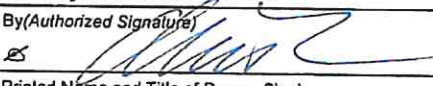

1. This Agreement is entered into between the State Agency and Contractor named below:
 

State Agency's Name Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name County of Santa Barbara	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2017 through June 30, 2020
3. The maximum amount of this Agreement after this amendment is: \$ 8,600,453.00 (Eight Million, Six Hundred Thousand, Four Hundred Fifty-Three Dollars)
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - I. The effective date of this amendment is the date approved by DHCS.
  - II. **Purpose of amendment:** This amendment increases the budget in year 1 to compensate the Contractor for performing additional services.
  - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
  - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$747,500 and is amended to read: ~~\$7,852,953 (Seven Million, Eight Hundred Fifty Two Thousand, Nine Hundred Fifty Three Dollars)~~ **8,600,453 (Eight Million, Six Hundred Thousand, Four Hundred Fifty-Three Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Santa Barbara		
By (Authorized Signature) 	Date Signed (Do not type) 5/28/19	
Printed Name and Title of Person Signing Alice Gleghorn, Ph.D., Director, Behavioral Wellness		
Address 300 North San Antonio Road, Building 3 Santa Barbara, CA 93110-1332		
<b>STATE OF CALIFORNIA</b>		
Agency Name Department of Health Care Services		
By (Authorized Signature) 	Date Signed (Do not type) 6/12/19	
Printed Name and Title of Person Signing Carrie Talbot, SSML, Contracts Section		
Address 1000 G Street, 4th Floor, MS 4200, P.O. Box 997413, Sacramento, CA 95899-7413		
		<input type="checkbox"/> Exempt per: W&I Code 14087.4

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B, Attachment I A2 – Funding Amounts (1 page)

All references to Exhibit B Attachment I A1 – Funding Amounts, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B Attachment I A2 – Funding Amounts. Exhibit B Attachment I A1 – Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.

- VI. All other terms and conditions shall remain the same.

Exhibit B, Attachment I A2  
Funding Amounts

Fiscal Year 2017-18	Funding Amount		Funding Amount
	Original	A02	
SAPT Block Grant - FFY 2018 Award (10/1/17 to 6/30/19) Duns #: 149566154 Federal Grant #: 2B08T010062-1B CFDA: 93.959 FAIN: T110062-17			
Discretionary	4,719,480	2,466,980	
Prevention Set-Aside	501,591	501,591	
Friday Night Live/Club Live	30,000	30,000	
Perinatal	168,718	168,718	
Adolescent/Youth	188,235	188,235	
TOTAL	2,608,024	3,355,524	
ORIGINAL THREE-YEAR TOTAL			
		7,824,072	
A01 THREE YEAR TOTAL			
		7,862,963	
A02 THREE YEAR TOTAL			
		8,600,453	

Fiscal Year 2018-19	Funding Amount	Funding Amount
		A01
SAPT Block Grant - FFY 2019 Award (10/1/18 to 6/30/20) Duns #: 149566154 Federal Grant #: 2B08T010062-19 CFDA: 93.959 FAIN: T110062-18		
Discretionary		1,748,361
Prevention Set-Aside		501,591
Friday Night Live/Club Live		30,000
Perinatal		168,718
Adolescent/Youth		188,235
TOTAL		2,636,905

Fiscal Year 2019-20	Funding Amount	Funding Amount
		Original
SAPT Block Grant - FFY 2020 Award (10/1/19 to 6/30/21) Duns #: 149566154 Federal Grant #: 2B08T010062-20 CFDA: 93.959 FAIN: T110062-19		
Discretionary		1,719,480
Prevention Set-Aside		501,591
Friday Night Live/Club Live		30,000
Perinatal		168,718
Adolescent/Youth		188,235
TOTAL		2,608,024

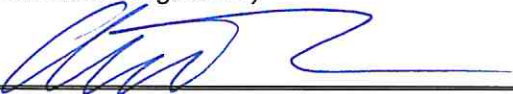


## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).


### CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p> <p>County of Santa Barbara</p>	<p><i>Federal ID Number</i></p> <p>95-6002833</p>
<p><i>By (Authorized Signature)</i></p> <p style="text-align: center;"></p>	
<p><i>Printed Name and Title of Person Signing</i></p> <p>Alice Gleghorn, Ph.D, Director, Behavioral Wellness</p>	
<p><i>Date Executed</i></p> <p style="text-align: center;">5/28/19</p>	<p><i>Executed in the County and State of</i></p> <p style="text-align: center;">Santa Barbara, California</p>

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Santa Barbara		<i>Federal ID Number</i> 95-6002833
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Alice Gleghorn, Ph.D, Director, Behavioral Wellness		
<i>Date Executed</i> 5/28/19	<i>Executed in the County of</i> Santa Barbara	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.