

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER EMS-9076
REGISTRATION NUMBER eP1031489

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

STATE AGENCY'S NAME Emergency Medical Services Authority	
CONTRACTOR'S NAME Santa Barbara County EMS Agency	
- The term of this Agreement is: July 1, 2009 through June 30, 2010
- The maximum amount of this Agreement is: **\$ 25,666.00**
 Twenty-Five Thousand Six Hundred Sixty-Six and No/100
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit B-1	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input type="checkbox"/> Exhibit – D* Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Santa Barbara County EMS Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Mickiewicz, MPH, Interim Director of the Public Health Department		
ADDRESS 300 North San Antonio Road Santa Barbara, CA 93110-1316		
STATE OF CALIFORNIA		
AGENCY NAME Emergency Medical Services Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Steven Tharratt, M.D., Director		
ADDRESS 1930 9 th Street, Sacramento, CA 95811		

Exempt per: SCM 4.04 5.b.

Exhibit A
(Standard Agreement)

Scope of Work

Background:

The state of California currently has no mechanism to collect standardized data to assist in policy development, system evaluation, prevention activities related to traffic safety, and quality improvement issues. Data reflecting emergency medical services (EMS) in California is currently captured locally by EMS provider agencies and trauma centers as required by CCR Title 22. In most cases, these data are then transferred to a central site at the local EMS Agency. The Local EMS Agency is responsible for developing data collection policy and data dictionary identifying data elements. Although these elements are standard within the Local EMS Agency itself, the data set and record criteria may not be consistent from one Local Agency to another. The EMS Authority received a federal grant from the Office of Traffic Safety (OTS) to fund a statewide data collection system. The goal of the grant project is to implement a statewide data system incorporating both EMS (field) and trauma patient (trauma center) data. This goal will be met through the development of the California EMS Information System (CEMSIS) which is inclusive of CEMSIS-EMS and CEMSIS-Trauma.

Objectives: Trauma Data

Objective #1: Develop a process and ensure local hospitals that collect trauma registry data, understand that trauma data will be submitted as part of the State Trauma Data program. Develop an agreement with local trauma centers specifying work products and expectations regarding their coordination with Trauma One Trauma Registry system to update data transfer protocols and methodology for collection.

- Tasks: 1.1 Work with local trauma centers to develop an agreement statement
1.2 Obtain signatures from the participating hospitals

Objective #2: Coordinate with Santa Barbara County Public Health Department information technology to coordinate receipt, storage, retrieval transmission of all data in the format required by the project.

- Tasks: 2.1 Ensure data elements are consistent with state standards
2.2 Establish mapping of data from Lancet to CEMSIS trauma data (Lancet system)
2.3 Establish import/export process and written procedures

Objective #3: Update trauma registry system and acquire any necessary hard and software to accomplish the above objectives.

- Tasks: 3.1 Identify new data fields to ensure trauma registry is compliant with national trauma data standards and CEMSIS
3.2 Procure revisions to Trauma One's trauma registry data system for Santa Barbara county
3.3 Identify hardware/software needs
3.4 Procure identified hardware/software utilizing EMS Agency procurement process .

Objective #4: Successfully complete the trauma data transmission in the CEMSIS-specified data transmission format by the required date of November 1, 2009.

**Exhibit A
(Standard Agreement)**

- Tasks: 4.1 Beta test export of data to CEMSIS
4.2 Debug and correct any identified issues that are identified
4.3 Begin regular transmission of trauma data to CEMSIS
4.4 Coordinate data transmission procedures with the EMS Authority's IT Unit and adjust transmission protocols as required

Objective #5: Provide oversight and management of the project objectives, timelines, and budget.

- Tasks: 5.1 Regularly review progress on project objectives and adherence to timelines with project staff
5.2 Monitor project budget and submit project invoices as objectives are completed
5.3 Submit written progress reports to the State EMS Authority as required.

Objectives: MEDS Data

Objective #1: Develop an agreement with American Medical Response identifying expectations regarding the coordination and submission of electronic patient care report data collected through MEDS for Santa Barbara County for the development of all necessary data transfer protocols and methodology.

- Tasks: 1.1 Work with local EMS providers to educate them to the CEMSIS
1.2 Ensure the AMR MEDS coordinator understands the purpose of data submission in the CEMSIS program
1.3 Develop an agreement with AMR for the transfer of MEDS data

Objective #2: Coordinate with AMR information systems for the transmission of all data in the format required by the project.

- Tasks: 2.1 Ensure data elements are consistent with state standards
2.2 Establish mapping of data from MEDS to CEMSIS
2.3 Establish import/export process and written procedures

Objective #3: Acquire any necessary hardware and software to accomplish the above objectives.

- Tasks: 3.1 Identify hardware/software needs
3.2 Procure identified hardware/software utilizing EMS Agency procurement process

Objective #4: Successfully complete the data transmission in the CEMSIS-specified data transmission format by the required date of November 1, 2009.

- Tasks: 4.1 Beta test export of data to CEMSIS
4.2 Debug and correct any identified issues that are identified
4.3 Begin regular transmission of trauma data to CEMSIS
4.4 Coordinate data transmission procedures with the EMS Authority's IT Unit and adjust transmission protocols as required

Exhibit A
(Standard Agreement)

Objective 5: Provide oversight and management of the project objectives, timelines, and budget.

- Tasks: 5.1 Regularly review progress on project objectives and adherence to timelines with project staff
- 5.2 Monitor project budget and submit project invoices as objectives are completed
- 5.3 Submit written progress reports to the State EMS Authority as required

The project representatives during the term of this agreement will be:

State Agency: Emergency Medical Services Authority	Contractor: Santa Barbara County EMS Agency
Name: Bonnie Sinz	Name: Nancy Lapolla, EMS Administrator
Phone: (916) 322-4336, ext. 460	Phone: 805-681-5274
Fax: (916) 324-2875	Fax: 805-681-5142

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: Santa Barbara County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Carol MacRae	Attention: Nancy Lapolla, EMS Administrator
Address: 1930 9 th Street, Sacramento, CA 95811	Address: 300 North San Antonio Road, Santa Barbara, CA 93110-1316
Phone: (916) 322-4336, ext. 422	Phone: 805-681-5274
Fax: (916) 322-1441	Fax: 805-681-5142

Exhibit B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

- A. For services satisfactorily performed in a manner acceptable to the EMS Authority, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, for actual expenditures incurred in accordance with the budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall be in arrears upon receipt of a (monthly, quarterly etc.) invoice received and approved by the designated representative(s). The invoice must be submitted using the EMS Authority's format, on contractor's letterhead, signed by authorized representative, and include the Agreement Number, and period covered. Submit invoices to:

Carol MacRae, Contracts Manager
Emergency Medical Services Authority
1930 9th Street
Sacramento, CA 95811

Final Invoices must be submitted no later than sixty (60) days after the end date of the contract.

2) Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B-1
 (Standard Agreement)

Budget Categories

BUDGET CATEGORIES	Federal Funds	Total
Professional Services	\$25,666.00	\$25,666.00
Total Direct Costs	\$25,666.00	\$25,666.00
*Administrative/Indirect 10%	\$0	\$0
TOTAL	\$25,666.00	\$25,666.00

Budget Detail/Narrative

Professional Services: \$25,666.00

Trauma Nurse Coordinator: \$19,666.00

Santa Barbara County will hire a Trauma Nurse Coordinator (TNC) to work with the hospitals and providers to ensure trauma registry system is updated and all the hospitals understand the new data elements required. The TNC will provide oversight to the Registry upgrade and ensure data is transmitted to the State Trauma Registry system per State requirements.

Trauma Nurse Coordinator: 468.24 hours @ \$42.00/hour = \$19,666

Lancet Technologies: \$6,000.00

Santa Barbara EMS will contract with Lancet to upgrade their current trauma system to meet State and National Trauma Data Base standards and ensure data transfer method is compatible with the State's system.

- Task 1: Convert Cottage T1 v4.10 (single-center) NTDB compliant pages to v4.20 (multi-center) at SB County EMS.
 - Task 2: Add any finalized CEMSIS-Trauma fields/values not in the current Cottage system.
 - Task 3: Remove any Cottage site-specific fields and values from this new set of pages leaving only NTDB and CEMSIS-Trauma fields and values.
 - Task 4: Redesign these pages to be more compact and straightforward to enable quick and easy data entry for the Santa Barbara County EMS T1 users.
 - Task 5: Keep the old pathway for reporting purposes but will not do anything to make the historical data compliant with the new set of pages and values. This is basically starting "fresh".
 - Task 6: Enable quick export at Cottage and enable quick import at the County to receive Cottage data.
 - Task 7: Modify Lancet's standard CEMSIS-Trauma download program to match the Santa Barbara EMS T1 system.
 - Task 8: Install CEMSIS-Trauma T1 download program.
 - Task 9: Give a short training on how to export to CEMSIS-Trauma from T1.
 - Task 10: Give a day of on-site Santa Barbara County EMS specific training to include a data entry refresher and a reporting refresher.
- Tasks 1-6: \$3,000 flat fee
 Tasks 7-9: \$2,000 flat fee
 Task 10: \$1,000 flat fee

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

The Contract Manager for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Reports, etc. shall be directed to her attention.

Contract Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by both parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**

Travel: Travel costs for transportation, lodging, subsistence, and related items incurred by employees of Contractor who are traveling on official business related to the grant, will be reimbursed at the rates approved by the Department of Personnel Administration (DPA). **Out-of-State travel requires advance written approval by the EMS Authority.**

Intellectual Property Rights: Data developed under this contract shall become the property of the EMS Authority. It shall not be disclosed without the written permission of the Director of the EMS Authority and the Administration if necessary. Each report developed for this contract shall also become the property of the EMS Authority and shall not be disclosed except in such manner and such time as the Director of the EMS Authority may direct. No written product(s) shall be used for lobbying purposes.

No products, processes, or materials developed using grant funds may be patented or copyrighted. The EMS Authority reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for the benefit of public purposes and interests.

Public Meeting Requirement: The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.

Training, Seminars, Materials: Any Training Seminars, and materials for such Seminars, must have prior approval by the State EMS Authority.

Purchase Orders: All Purchase Orders exceeding \$2,500 for any articles, supplies, equipment or services should require prior authorization in writing by the EMS Authority and should include all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

EXHIBIT D
(Standard Agreement)

Subcontracts: All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:

- a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
- b) Specification of the services to be provided.
- c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
- d) Subcontractor's agreement to submit reports as required by Contractor.

All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least thirty (30) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice is received by Contractor within said 30-day period.

Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated.

Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Disputes: Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.

Federally Funded Contracts: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the Fiscal Year 2009/10 and any other Fiscal Year for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

The parties mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

REPORTS: Quarterly Progress Reports must all be submitted on a timely basis.

- a. **QUARTERLY PROGRESS REPORTS:** Local EMS Agencies receiving federally funded contracts are required to submit quarterly progress reports. The July – September quarterly progress report is due to the EMS Authority by October 15, October – December quarterly progress report is due to the EMS Authority by January 15, January – March quarterly progress report is due to the EMS Authority by April 15 and April – June quarterly progress report is due to the EMS Authority by July 15. Failure to submit Quarterly Progress Reports on time may delay payment of claims for reimbursement.

The purpose of the quarterly progress reports is to provide the applicant agency and the EMS Authority with an evaluation of the projects progress in relation to the planned work and milestones. The report should be a summary of the project activities that have taken place to date. An original and one copy of each Quarterly Progress Report shall be sent to the EMS Authority. Each report must contain a cover sheet that includes the following:

- LEMSA's letterhead
- Name of the LEMSA
- Full address
- EMSA's Contract Number
- Quarter the Report Covers and Period Covered
(sample: 1st quarterly report – July 1, 2009 – September 30, 2009)

CCC-307

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> Santa Barbara County EMS Agency		<i>Federal ID Number</i> 956002833
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> 		
<i>Date Executed</i> 	<i>Executed in the County of</i> 	

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 8103) (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 lessor 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, 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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.