

Dear Inspection Station Owner,

The California Bureau of Automotive Repair has awarded OnCore Consulting LLC ("OnCore") the contract to provide ongoing California Vehicle Inspection System ("Cal-VIS") and data management services ("Cal-VIS Operations") for the California Smog Check program. OnCore's team is supported by a billing system provider ("Cal-VIS Billings") to issue customer bills, process customer payments, and provide customer billing help desk services, beginning November 1, 2019. At that time, the current test fee billing system will be retired.

Important changes are coming to the California Smog Check program on November 1, 2019:

- The fee-per-inspection paid by stations will be reduced from \$1.08 to \$0.7036, (a reduction of 35%); and
- Your station's test fee invoice will be available online (fully electronic); the test fee billing process will be modernized (fully electronic) and payment processing errors will be reduced through National Automated Clearing House Association payment processing (also fully electronic); and
- The program's carbon footprint will be reduced.

This enrollment package provides the information required to complete the new online Station Enrollment Form/Participation Agreement ("SPA") to participate in the California Smog Check program.

ENROLLMENT IS REQUIRED TO CONTINUE TO PARTICIPATE IN THE CALIFORNIA SMOG CHECK PROGRAM. IF ONLINE STATION ENROLLMENT IS NOT COMPLETED BY 10/31/2019, YOUR STATION(S) WILL BE UNABLE TO PERFORM INSPECTIONS STARTING 11/1/2019 PENDING COMPLETION OF THE ENROLLMENT PROCESS.

EFFECTIVE 10/31/2019 ALL PAST DUE SGS INVOICES MUST BE PAID TO SGS TO AVOID LOCKOUT FOR NON-PAYMENT TO SGS. QUESTIONS ABOUT SGS INVOICES GO TO SGS NGET HELP DESK TOLL-FREE AT (866) 9NO-SMOG / (866) 966-7664.

Please review the SPA carefully as it contains the terms and conditions related to your participation in this program.

To enroll, you must completely fill out the online SPA and electronically sign where directed.

After enrollment, station owners will be able to review, download or print monthly invoices directly from the new online billing portal. The payment method for Smog Check certificate purchase from the State will remain unchanged. The new billing

system uses the same method for payment currently used for Smog Check certificates pre-authorized electronic bank-to-bank funds transfers using National Automated Clearing House Association (NACHA) transactions. During online enrollment, station owners will enter their banking information in the online enrollment portal. Customer's confidential NACHA information will be stored in an encrypted database behind a secure firewall and all NACHA transactions will be processed via secure transactions.

We thank you for your ongoing support of the California Smog Check program and we look forward to working with you in the coming years to improve air quality. If you have any questions regarding enrollment activities or the new billing system, please call the new Cal-VIS Billing Help Desk at (888) 229-9389. If you have any questions regarding the transition of the data management services for the California Smog Check program and how it affects you as a station owner, please call the existing BAR Industry Help Desk at the toll-free number (866) 860-8509, Monday through Friday, 8:00am to 4:45pm on State business days.

Thank you,

A handwritten signature in black ink that reads "Greg Millard". The signature is written in a cursive, flowing style.

Greg Millard

Cal-VIS Operations Program Manager



6 Steps to Successful Station Enrollment

- Step 1:** Review all the information in this Station Enrollment Package.
- Step 2:** Have your bank account information, or a check, on hand to provide payment information on the NACHA authorization form. *(Questions about NACHA? Refer to the NACHA Payment Information page in your Station Enrollment package.)*
- Step 3:** Log into www.calvisbillingportal.com to change your temporary password using your USER ID and temporary PASSWORD. You must call the Cal-VIS Billing Help Desk at (888) 229-9389 to obtain your USER ID and temporary PASSWORD.
(Refer to Creating an Account in the Station Enrollment Portal sheet for further details.)
- Step 4:** Create a new user profile in the Station Enrollment Billing Portal.
- Step 5:** Confirm your smog check inspection station information is correct and add/edit your billing contact information.
(If your station information is incorrect contact BAR Licensing Unit at (916) 403-8477 or Toll-Free at (855) 735-0462 to make the necessary changes. Incorrect information in the station information section will not prevent you from completing the station enrollment process.)
- Step 6:** Review the Station Participation Enrollment and NACHA agreement terms and conditions, enter your bank account information and e-sign the agreement. *(Copy of the Agreement is available in your station enrollment package)*

Once all the steps above are complete you've successfully enrolled in the
Cal-VIS Billing Application
for the California Smog Check Program.

**If you have any questions, please call the Cal-VIS Billing Help Desk
(888) 229-9389**



Enrollment Key Dates and Key Facts

ENROLLMENT KEY DATES

- The new program began on November 1, 2019.
- Effective 10/31/2019 all past due SGS invoices must be paid to SGS to avoid lockout for non-payment. Questions about SGS invoices go to SGS NGET Help Desk Toll-Free at (866) 9NO-SMOG / (866) 966-7664

KEY FACTS

- You must call the Cal-VIS Billing Help Desk to obtain your user ID and temporary password to begin the enrollment process
- It is simple to enroll, log onto the Cal -VIS portal: www.calvisbillingportal.com
- Station owners must electronically sign one agreement (SPA) per station
- Station owners are required to have a unique email address for each station enrolled
- Inspection fee payments will be accepted electronically by NACHA
- New inspection fee will be \$0.7036 per inspection

**If you have any questions about station enrollment, please call the Cal-VIS Billing Help Desk
(888) 229-9389**



Creating an Account in the Station Enrollment Portal

NOTE: You must call the CAL-VIS Billing Help Desk at (888) 229-9389 to obtain your USER ID and temporary PASSWORD.

Follow the steps below to create an account in the Station Enrollment Portal:

1. Open a browser (Chrome, Internet Explorer, Firefox), and go to www.calvisbillingportal.com.
2. Enter the USER ID and temporary PASSWORD (please call the Help Desk at (888) 229-9389 to obtain your USER ID and temporary PASSWORD), and click Login.
3. Enter the temporary password in the Current Password field.
4. Create a new password, and enter it twice – once in the New Password field, and again in the Confirm New Password field. Then click Save.

The rules when creating passwords are:

- Password must be at least 8 characters long;
 - Password must contain both upper and lower-case alphabet characters (a through z, and A through Z);
 - Password must contain at least one number (0 through 9);
 - Password must contain a standard keyboard special character (!@#\$%^&*()_+|~-=\`{}[]:;'<>?.,./);
 - Password can be no more than thirty (30) characters long.
5. Create your own security question and answer. *(This will be used to verify your identity if you forget your password)*

Notes:

- **Remember your new password!** You'll need your USER ID and your new password to log into the portal and view your invoice every month.
- Passwords are case sensitive.

If you have any questions, please call the CAL-VIS Billing Help Desk at (888) 229-9389

Station Participation Agreement (SPA) **TERMS AND CONDITIONS**

General Provisions

1. AUTHORITY

The California Bureau of Automotive Repair ("BAR") has entered into a contract (the "State Contract") with OnCore Consulting LLC ("OnCore") under which OnCore will provide you (also referred to as "Customer") with access to the California Vehicle Inspection System ("Cal-VIS") and related data management services ("Cal-VIS Operations"). OnCore's team is further supported by a third-party billing system and payment processing provider ("Cal-VIS Billings") to issue Customer bills, process Customer payments, and provide Customer Help Desk services.

2. TERM OF STATION PARTICIPATION AGREEMENT

Start Date: This SPA takes effect the date your completed and submitted electronic Enrollment Form (in which this SPA is included) is accepted by Cal-VIS Operations; however, with the exception of Cal-VIS Billing Help Desk support which is available immediately, this Agreement will not commence until the later of the following dates:

- the date your Enrollment Form is accepted by Cal-VIS Operations; or
- the date BAR deems the Cal-VIS Operations transition is complete (November 1, 2019).

End Date: Unless terminated by mutual written agreement of the parties, this Agreement shall remain in effect until the occurrence of any of the following events (in all cases Customer shall pay for all Services rendered prior to the date of expiration, termination or cancellation):

- (a) breach or default of this Agreement by Customer, including but not limited to, failure to pay amounts due under this Agreement;
- (b) the date of expiration, termination or cancellation of the State Contract. In the event BAR extends the State Contract beyond its original base term (November 1, 2024) this Agreement shall be automatically renewed, on the same terms or on such other terms as are permitted by the State, for the same period of time as the State Contract is renewed; or
- (c) Customer terminates its participation in the Cal-VIS Program, or if Customer's participation is terminated by BAR.

3. ADVERTISING AND PROMOTION

Customer agrees not to use or publicize the name (including trademark or logo), or identify as a supplier, OnCore, its subcontractors, suppliers or vendors in any advertising or promotion without OnCore's prior written consent in each instance.

4. ENROLLMENT/TEST FEE INVOICE HELP

The Cal-VIS Billing Help Desk will serve as Customer's ongoing resource to obtain assistance and/ or information concerning all aspects of the Cal-VIS billing system including but not limited to, login issues, Invoice inquiries/ resolution, and general inquiries concerning use of the online system (such as how to locate and print Customer's monthly Invoice).

The hours of operation of the Cal-VIS Billing Help Desk below may change from time to time with BAR approval, in which case Customer will be promptly advised.

**** Cal-VIS Billing Help Desk Toll-Free Number: (888) 229-9389 ****
Hours of Operation: 9:00 AM to 4:00 PM (PST) on State Business Days

5. UNAUTHORIZED USE

If any unauthorized person gains access to Customer's Cal-VIS equipment or the Cal-VIS network, Customer will notify the BAR Industry Help Desk immediately.

Customer is responsible for ensuring that all California Smog Check inspections conducted on Customer's BAR-97 Emissions Inspection System (EIS) (BAR-97)/ BAR-OIS On-Board Diagnostic (OBD) Inspection System (BAR-OIS) Unit(s) are performed in accordance with BAR requirements. Customer must pay all inspection fees due under the terms of this Agreement, regardless of whether the related inspection was authorized or not.

6. SECURITY

Customer agrees that Customer is responsible for any and all BAR-97/BAR-OIS Unit(s) and/or Cal-VIS network system access and security controls and tools (such as passwords), and that such controls and tools will not be shared and will be kept secure. Charges relating to Customer's BAR-97/BAR-OIS Unit(s) that are erroneous, fraudulent, and/or unauthorized are the sole responsibility of Customer and Customer shall promptly pay all Test Fees and related charges as set forth herein.

7. INVOICES; PAYMENT PROCESS

Test Fees Invoice: Cal-VIS Billings shall provide a monthly online Invoice charging Customer per-transaction fees ("Smog Check Inspection Test Fees" as defined below) and "other charges" as applicable (as set out below), calculated based on Customer's billable transaction volume, charged at the per-test fee established in the State Contract (described below). Customer agrees to adhere to the Invoice payment terms set forth herein and that Customer is responsible for paying any and all per-test fees due for billable test transactions originating from Customer's BAR-97/BAR-OIS Unit(s) and/or from Customer's use of the Cal-VIS network, along with any "other charges" assessed in accordance with this Agreement.

Billing Period + Invoice Delivery: Cal-VIS Billings will post Customer's monthly Invoice (comprised of Customer's billable transactions and other charges, if applicable, from the previous calendar month) to Customer's online Cal-VIS Billings account by the fourth (4th) business day of each month; Invoices are due upon receipt. Customer contact will receive an email advising the Invoice is available on demand for review, analysis, printing and/or download.

Payment Method: Recommended payment method is by NACHA transaction. Customer may elect to pay by check.

Terms of Payment: Cal-VIS Billings will initiate a NACHA transaction to debit Customer's bank account the amount of the monthly Invoice on the eighteenth business day (18th) of each month. Check payments must be received at the following address by the eighteenth business day (18th) of each month:

Remit To Address (**USPS Mail ONLY**):

*OnCore Consulting
PO BOX 399251
SAN FRANCISCO, CA 94139-9251*

Remit To Address (**Overnight Mail ONLY**):

*Lockbox Services Box # 399251
OnCore Consulting
3440 WALNUT AVENUE, BLDG A, WINDOW H
FREMONT, CA 94538*

Smog Check Inspection Test Fees (or “test fees”): are determined based on actual “billable test transactions” multiplied by the “fee per billable test transaction” established in the State Contract:

Billable Test Transactions: Customer pays the “per test” fee established in the State Contract (see below) based on the number of billable transactions performed by Customer. Billable inspections include:

- a) Completed emissions inspections that result in a Vehicle Inspection Report (VIR),
- b) Full inspections, pre-inspections, training mode, and aborted tests that result in the transmission of a test record to the Electronic Transmission (ET) System (BAR-97/BAR-OIS), and
- c) Offline inspections that result in a Vehicle Inspection Report (VIR).

Fee per Billable Test Transaction (“Per-Test Fee”) and Fee Changes: The amount of the Per-Test Fee is established and administered in accordance with State Contract. The Per-Test Fee is currently \$0.7036 per test and may be adjusted upward or downward in accordance with the State Contract. BAR and/or OnCore will provide notice of any fee change(s) and the effective date for such change(s) no fewer than thirty (30) calendar days prior to the effective date of the change(s).

Other Charges: Customer agrees to pay the following “other charges” if applicable in accordance with the terms of this Agreement. Other charges will be shown as a separate line item on the next monthly Invoice issued by Cal-VIS Billings to Customer following assessment of the other charge:

Faulty Payment Fee: Customer agrees to pay OnCore a twenty-five-dollar (\$25.00) fee each time Customer’s NACHA or check payment to Cal-VIS Billings is rejected or dishonored due to non-sufficient funds (NSF) or otherwise. Customer will be notified by email that a payment was rejected or is otherwise dishonored and provide the reason for the rejection given by the bank.

Reconnection Fee: If Customer and/or Customer’s BAR-97/BAR-OIS Unit(s) experience station lockout and/or are disconnected from the Cal-VIS, Customer may request Cal-VIS Billings to reconnect Customer and Customer will have the right to be re-connected to the Cal-VIS on the condition that Customer has paid: (a) all outstanding Invoices (including, without limitation, all unpaid balances, late payment charges, faulty payment fees and all other applicable charges), and (b) a reconnection fee of seventy-five dollars (\$75.00).

Late Payment Fees: If any amount set forth on an Invoice is not paid within fourteen (14) days of the date of the Invoice, such amount shall be considered late, and will be subject to late charges of one and one-half percent (1.5%) per month on all unpaid balances. Please note that, since the NACHA transactions are automatically initiated by Cal-VIS Billings, Late Payment Fees are only applicable to Customers who decline to pay by NACHA and who elect the alternative paper check processing method or to NACHA transactions where the payment is rejected/dishonored due to NSF or otherwise. The NACHA method also reduces the chance for misidentified payments to a Customer account.

Reviewing Your Invoice: Customer can review specific charges included on the Invoice using the “Customer Transaction and Invoice Report”, which is available to Customer when logged into Customer’s Cal-VIS Billings account. The report details all Smog Check Inspection activity by date/time, specific analyzer and description of the transaction and includes any “other charges” invoiced to Smog Check Stations during the period.

8. Faulty Payments and Unpaid Accounts:

- (1) **Faulty Payments:** If Customer fails to pay any Cal-VIS Billings Invoice(s) or any part of an Invoice(s) when due Customer, and/or if Customer’s NACHA or check payment transaction in settlement of an invoice is rejected or is otherwise dishonored by Customer’s bank for any reason not directly attributed to Cal-VIS Billings (either of which are referred to herein as “**Faulty Payment**”), Customer will be in noncompliance with this Agreement. Cal-VIS Billings will charge Customer a fee as set out in Section 7 in each instance of a NACHA or check transaction being rejected or is otherwise dishonored (“**Faulty Payment Fee**”). If such charges are applicable, faulty payment fee will be shown as a separate line item on the next monthly Invoice Cal-VIS Billings issues to Customer following assessment of the faulty payment fee. Cal-VIS Billings will advise Customer by email that (i) if Customer does not remedy noncompliance within three (3) business days, Cal-VIS Billings will lockout the Customer’s Smog Check

Station as described in part (2) below, and (ii) if Customer does not remedy the rejected or is otherwise dishonored payment situation within thirty (30) days after notice of Faulty Payment all amounts due shall become due immediately, and OnCore may initiate termination of this Agreement as described in part (4) below.

Lockout: If Customer's NACHA or check payment transaction is not received, is rejected or is otherwise dishonored, Cal-VIS Billings will promptly advise Customer by email as described in part (1) above. If Customer remedies the faulty payment situation within three (3) business days as requested in part (1), Customer's access to the Cal-VIS system will continue uninterrupted. If Customer fails to remedy the faulty payment situation within 3 business days as requested in part (1), Cal-VIS Billings will lockout Customer's BAR-97/BAR-OIS equipment and Customer will not be able to perform Smog Check inspections until the faulty payment situation has been remedied and the lockout is removed. Customer can still access the Cal-VIS Billings portal to review inspection data and perform administrative functions while locked out.

- (2) **Lockout Removal:** In the event Customer is locked out (disconnected from the Cal-VIS) in accordance with this section, the lockout shall remain in place until Customer rectifies the faulty payment situation, at which time Cal-VIS Billings will remove the lockout and Customer will be able to resume performing Smog Check inspections. When Customer has remedied the faulty payment situation, Customer may request that Cal-VIS Billings remove the lockout (reconnect to the Cal-VIS), upon which Customer can resume performing Smog Check inspections and Cal-VIS Billings shall charge Customer a fee for reactivating Customer on the Cal-VIS network as described above in Section 7 ("**Reconnection Fee**").
- (3) **Late Payments:** If Customer fails to remit monies owed as required by invoice due date, Customer will be charged Late Payment Fees calculated as set out above in Section 7. If such charges are applicable, late payment fees will be shown as a separate line item on the next monthly Invoice Cal-VIS Billings issues to Customer following assessment of the late payment fee.
- (4) **Termination of this Agreement for Nonpayment of Account:** As communicated to Customer in parts (1) and (2) above, if Customer remains in noncompliance at thirty (30) days of the notice of Faulty Payment, OnCore may terminate this Agreement as set out in Section 2 "Term of Station Participation Agreement", Section 2 "End Date", subpart (a) of the SPA. In addition, any and all amounts due are due immediately, regardless of their original terms of payment, and late payment fees will begin accruing on all overdue amounts in accordance with this Agreement. In addition, Cal-VIS Billings will Invoice all remaining amounts due from Customer, including, but not limited to, all previously unbilled Smog Check inspection fees and other charges incurred and post to Customer's Cal-VIS Billings account, and Cal-VIS Billings will issue an email notice to Customer ("final demand notice") requesting immediate payment of the total balance of Customer's Cal-VIS Billings account ("final payment") within ten (10) business days. If Customer does not pay the final payment on Customer Cal-VIS Billings account due within ten (10) business days of Cal-VIS Billings issuing its final email demand notice, OnCore may, at OnCore's sole discretion, terminate this SPA and take any steps deemed necessary to collect all amounts owed, including any legal action necessary to recover these costs/fees plus any associated penalties, assessments, settlement sums, and attorney, consultant, or expert fees.

9. CONNECTION TO Cal-VIS

Customer will furnish the required internet/telephone line connection to the Cal-VIS network and pay all associated costs.

10. SERVICES

"Services" hereunder include providing Customer with:

- Access to the Cal-VIS network; and
- Full help desk support for station enrollment and billing inquiries.

11. INVOICE DISPUTE

If Customer disagrees with an inspection fee or other charge on an Invoice, Customer shall promptly notify Cal-VIS Billings by email and/or contact the Cal-VIS Billing Help Desk for assistance. If the Cal-VIS Billing Help Desk agent confirms that Customer has been charged incorrectly, Cal-VIS Billings will process an adjustment to correct the amount charged. Customer acknowledges that agreed-upon Invoice adjustments will be processed in arrears and be included (deducted or added) onto the following month's Invoice and Customer agrees that Cal-VIS Billings will process payment of the disputed Invoice without deduction (on or after the 10th day of each month). Customer shall not withhold, retain or defer payment of any amount due by reason of any dispute, counterclaim, or set off that it may allege hereunder. If a dispute arises concerning an Invoice or other charge, and if Customer does not give Cal-VIS Billings written notice by email of a dispute within 13 days from the date of the Invoice, such Invoice or other charge shall be deemed correct, undisputed and binding on Customer.

12. PURCHASE of ELECTRONIC SMOG CERTIFICATES

Customer understands and agrees that all payments for electronic Smog Certificates (the "Certificates") must be made via a National Automated Clearing House Association (NACHA) debit transaction ("NACHA transaction"), as follows:

- **Smog Check Certificate Price:** Certificates are only sold in books of fifty (50) Smog Check Certificates. Certificate pricing is established by the California Department of Consumer Affairs ("DCA") and all fees paid for certificate purchases are due to the State.
- **NACHA Debit Amount Authorized:** Cal-VIS Billings, acting, as agent for the DCA, will facilitate the debit of the Customer's designated bank account (provided by Customer on accompanying Enrollment Form/SPA Agreement) by NACHA transaction for the exact amount of the electronic billing for Certificates ordered by Customer.
- **Date NACHA Payment for Certificate Fees Due:** For purposes of this SPA and the ordering of electronic Smog Certificates through the Cal-VIS, Customer shall pay the full amount due for each Smog Certificate order via NACHA transfer initiated by Customer through the Cal-VIS at the time of order. Customer must ensure the full amount of the NACHA transaction is funded in Customer's bank account to ensure successful processing of the NACHA transaction by Customer's bank on the day the Smog Certificate order is placed.
- **Proof of Payment:** For electronic Smog Certificates purchased via NACHA transaction processed through the Cal-VIS network, DCA will accept as proof of payment information received daily via BAR/DCA's Certificate Payment and Reconciliation process.
- **Credit Watch:** If a Customer is placed on "Credit Watch" by DCA, Cal-VIS Billings or otherwise due to NSF, a return or otherwise, future Smog Certificate issuance will be delayed five (5) business days, to allow time for the transaction to clear the NACHA Process and/or the bank. Credit Watch status will remain in effect for 90 days.
- **Change of Customer Bank Account Information:** It is Customer's responsibility to ensure their bank account information is accurately entered in the Cal-VIS Billings system and to ensure any changes to their bank account information are updated into the Cal-VIS Billings system prior to processing of their next NACHA payment transaction.

13. ADDRESS CHANGE

Customer agrees that Customer is responsible for maintaining the Customer information stored on the Cal-VIS Billings Portal including Customer's billing address, and Customer's bank and/or account number. Changes to Customer's billing address and NACHA information can only be made by Customer's authorized representative(s) while logged into the Cal-VIS Billings. If you have any questions regarding maintaining Customer billing information, please call the Cal-VIS Billing Help Desk at (888) 229-9389.

Certain changes to Customer's licensing record, such as the Smog Check Station address, must be coordinated and made through the BAR Licensing Unit at (916) 403-8477 or Toll-Free at (855) 735-0462.

14. BAR ADMINISTRATIVE ACTION

Customer understands and agrees that Customer is responsible to comply with all Bureau of Automotive Repair (BAR) mandated requirements for Smog Check Stations. Customer understands and agrees that BAR may lock out and/or direct Cal-VIS Billing Help Desk to lock out and/or deny access to the Services and/or Customer's use of the Cal-VIS as a result of failure to maintain all BAR mandated requirements for Smog Check stations and/or pursuant to a disciplinary proceeding or other compulsory legal process. Customer's connection to the Cal-VIS may also be terminated by Cal-VIS Billings and/or BAR upon the sooner of: (a) termination of Customer's participation in the Cal-VIS program, (b) termination and/or material alteration of the Cal-VIS program by BAR, or (c) termination or expiration of the State Contract.

15. LIMITATION OF LIABILITY: INDEMNIFICATION OF ONCORE BY USER

Neither party is responsible to the other for failure to fulfill any obligation under this Agreement due to a cause(s) beyond the non-performing party's control (a "Force Majeure" event) as defined below.

OnCore is not liable to Customer for any event of delayed performance, or complete or partial non-performance, resulting directly or indirectly from Customer's failure to comply with any of its obligations hereunder. OnCore does not warrant uninterrupted or error-free operation of the Cal-VIS network or of any other Product or Services hereunder or that OnCore will correct all defects. The liability of OnCore in respect of any claim whatsoever (including, without limitation, claims based on breach of warranty, breach of contract, negligence or strict liability in tort) for loss, damage or expense of any nature and howsoever arising hereunder shall in no circumstances exceed a total aggregate sum equal to the amount of Charges paid hereunder by Customer for the twelve (12) months prior to the date of the claim. OnCore shall have no liability for any indirect, incidental or consequential damages or loss (including, without limitation, loss of profits, loss of use, and loss of goodwill, economic or special damages).

In the event of any claim, Customer will provide OnCore with written notice of the facts alleged to justify such claim within 30 days of their discovery by Customer, however, OnCore shall not be liable for any claim for loss, damage or expense unless suit is brought within one (1) year from the date of performance by OnCore of the Service which gives rise to the claim.

OnCore does not assume any of Customer's risks associated with Customer's participation in the Smog Check program or Customer's use of the Ca-VIS system, nor does it provide any form of insurance or guarantee to Customer in this regard. To protect itself against damage or loss, Customer should consult their insurance provider.

Customer shall hold harmless and indemnify OnCore and its directors, officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature arising from the actions or inactions of BAR and/or Customer and any of their respective personnel, inspectors, operators, agents, representatives and/or subcontractors, including all legal expenses and related costs, howsoever arising.

16. BAR-OIS Station Management

The Station Owner is responsible for managing and maintaining BAR-OIS Station Assignments for their station and assumes all responsibility for the actions of the people granted those assignments. This includes the responsibility for removing Station Assignments when employees are no longer employed with them or when they no longer feel such assignments are prudent.

As a reminder:

1. Station Assignments of Senior Administrator, Station Manager, and Station Owner allow the purchase of Smog Certificates for any BAR-OIS analyzer assigned to the station. Such purchases will debit the station's ACH Bank Account on file.
2. Station Assignments of Station Manager and Station Owner allow the user to change Station Information in the BAR-OIS for that station and allow the user to create and modify a BAR-OIS for that station.

17. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California applicable therein without regard to the principles of conflicts of law.

18. FORCE MAJEURE

Neither party shall be liable for any failure to perform or any delays in performance, and shall be deemed not to be in breach or default of its obligations set forth in this Agreement, to the extent and for so long as such failure or delay is due to any causes that are beyond its reasonable control including, without limitation, such causes as intervening act of God or public enemy, war, terrorism, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, governmental embargo, work stoppages due to labor disputes, cable cuts, acts of the local telephone exchange company or Customer's internet service provider, or acts of any other third party not under the party's reasonable control, all or any of which delays the performance of any obligation created by this Agreement beyond its scheduled time (Force Majeure Event).

If OnCore is unable to perform all or part of the services for any cause whatsoever outside OnCore's control, including a Force Majeure Event, or if Customer fails to comply with any of its obligations hereunder, OnCore shall nevertheless be entitled to payment for all Services rendered, including all monthly inspection transaction fees, and other fees incurred hereunder.

19. SEVERABILITY

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken, and the remainder of this Agreement shall not be affected thereby. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

20. TERMINATION FOR CAUSE

Customer understands and agrees that, should Customer fail to abide by the terms of this SPA, OnCore shall have the right to terminate this Agreement and the Services provided hereunder.

21. ENTIRE AGREEMENT

This SPA, together with the accompanying Inspection Station Enrollment Form, including all terms and conditions contained herein and any amendments hereto, constitutes the entire agreement between OnCore and Customer with respect to its subject matter and supersedes all prior discussions and writings with respect thereto. There are no warranties, representations or understandings made in connection with this SPA or contemporaneous with the execution hereof, except as set forth in this Agreement.

California Vehicle Inspection System ("Cal-VIS")
Inspection Station Enrollment Form / Participation Agreement

To continue to participate in the California Smog Check program on November 1, 2019, the inspection station business owner (or their authorized representative) ("**Station Owner**" or "**Customer**") must complete and sign this Inspection Station Enrollment Form / Participation Agreement ("**Enrollment Form/ Participation Agreement**" or "**this Agreement**") which includes a Station Participation Agreement Terms and Conditions ("**SPA**"). Acceptance by OnCore Consulting LLC ("**OnCore**") through its billing system and payment processing provider ("Cal-VIS Billings") of the completed, signed/submitted Enrollment Form/ Participation Agreement will constitute Customer's enrollment for participation in the Cal-VIS Program, subject to the terms and conditions of use set forth in the SPA, made by and between OnCore, and the Station Owner of the BAR licensed inspection station identified below.

Upon submission of your completed Enrollment Form/Participation Agreement and acceptance by OnCore, your inspection station and inspection equipment will be activated on the Cal-VIS network and you can perform CA Smog Check inspections beginning November 1, 2019.

Changes to your License can ONLY be made through the BAR Licensing Unit at (916) 403-8477 or Toll-Free at (855) 735-0462.

Smog Check Inspection Station Information:

Station License Number: _____ Station/ Business Owner Name: _____

Name of Smog Check Station: _____

Name of Primary Contact: _____

Email Address: _____ Telephone Number: () _____ FAX Number: () _____

Street Address: _____

City: _____ State: _____ County: _____ Zip: _____

*** Monthly Program Test Fee Invoice will be posted to Customer's online Test Fee account for viewing, printing and/or downloading **by the fourth (4th) business day of each month** ***

Method of Payment

The Station Owner will purchase Smog Check Certificates and pay Smog Check Test Fees as stated in the terms of the Station Participation Agreement. National Automated Clearing House Association ("NACHA") transactions are pre-authorized bank-to-bank funds transfers that enhance payment accuracy and simplify the payment process.

National Automated Clearing House Association ("NACHA") transactions are recommended for the payment of Test Fee invoices).

National Automated Clearing House Association (NACHA) – Authorization Form

National Automated Clearing House Association ("NACHA") transactions are pre-authorized bank-to-bank funds transfers that enhance payment accuracy and simplify the payment process.

All electronic Inspection Certificate purchases must be paid by NACHA transaction. The NACHA transaction will be automatically processed upon placing an order for Certificates.

All Monthly Test Fee Invoices will be automatically processed by NACHA transaction upon conclusion of the invoice review period, on 18th business day of each month as described in the Station Participation Agreement (SPA). Changes to your NACHA information can ONLY be made by your authorized representative(s) while logged in to your online Cal-VIS Billings account.

I authorize the use of NACHA transactions to pay for monthly Test Fee invoices.

If you have not selected the use of NACHA to pay for monthly Test Fee invoices, the Station owner will be required to pay Test Fee Invoices by mailing a check to the address provided, upon online review of the invoice. Customer must ensure all payments are received by Cal-VIS Billings by or before the invoice due date. Any checks not received by the invoice due date or any checks that do not clear bank processing will be subject to fees outlined in the SPA.

The signature of Station Owner (or Station Owner's authorized representative) in the Authorization section of this Enrollment Form/Participation Agreement will activate this NACHA Authorization Form, authorizing Cal-VIS Billings to initiate NACHA transactions as described herein (and as more fully described in the SPA included in this Enrollment Form/Agreement) to (1) pay the State for certificates and (2) to pay Test Fee invoices to Cal-VIS Billings (unless the Customer has elected to pay inspection Test Fees by check by leaving the box above unchecked) for the duration of Customer's participation in the new California Smog Check program.

Subsequent Changes: Station Owners wishing to change the payment method for Test Fee invoices should contact the Cal-VIS Billing Help Desk for assistance.

Confidentiality: The confidentiality of Customer's banking information will be protected by storing the information in an encrypted database behind a secure firewall and executing secure transactions for all NACHA payment transactions. If you intend to use a check payment method, processing is less secure, as the Station Owner's bank routing number and account number is available to anyone opening the mail or to anyone who intercepts the mail. Once the account information is translated from a paper check, it will be stored in the same secure fashion as the information received via NACHA.

**** It is Station Owner's responsibility to ensure their bank account is sufficiently funded to accept all NACHA payment transactions when processed in accordance with this Agreement. Rejected NACHA transactions are subject to a faulty payment fee as described in the SPA ****

Bank Account Information

**** The Bank Account provided below MUST be a checking account and MUST accept NACHA transactions. . Bank Account information MUST be filled out completely and accurately ****

Bank Name: _____

Name on Account: _____

ABA/ Routing Number: _____

Bank Account Number: _____

**** It is Station Owner's responsibility to ensure their bank account information is accurately entered in the Cal-VIS Billing system and to ensure any changes to their bank account information are updated into the Cal-VIS Billing system prior to processing of their next NACHA payment transaction ****

If you have questions about the Authorization Form contact the Cal-VIS Billing Help Desk at (888) 229-9389, Monday through Friday, 9:00 am to 4:00 pm on State Business days.

Authorization

The Station Owner or the Station Owner's authorized representative ("Customer") has reviewed and fully understands this Enrollment Form/ Participation Agreement including the Station Participation Agreement Terms and Conditions (SPA) and NACHA Authorization Form (this "Agreement") and verifies that all information provided by Customer to Cal-VIS Billings herein and otherwise is true, complete, and correct in all respects. By signing this Inspection Station Enrollment Form/ Agreement, Customer accepts the terms and conditions stated herein and in the SPA Terms and Conditions and agrees that Customer is responsible for paying Cal-VIS Billings. and agrees to pay, by the required due date, all charges incurred by and/or through Customer's BAR-97/BAR-OIS Unit(s). The undersigned represents and warrants that he/she is duly authorized to sign this Inspection Station Enrollment Form/ Participation Agreement on behalf of Customer, and by doing so, Customer accepts the obligations stated herein and in the SPA Terms and Conditions.

The individual who signs this Inspection Station Enrollment Form/ Participation Agreement must confirm that they are the Station Owner of the business identified herein, or the Station Owner's authorized representative with sufficient authority to legally bind the business to the terms and conditions of this Agreement.

Name of Person Signing this Agreement

Title of Person Signing this Agreement

Signature – Station Owner ("Customer"):

- I confirm that I have the authority to bind the business identified herein.
- I confirm that I have read this Agreement, understand and accept its terms and conditions and that I am signing the Agreement on behalf of the Station Owner.



NACHA Payment Information

Why NACHA (*National Automated Clearing House Association*): Direct electronic payment is easy to set up and automates your accounts payable process. It is a secure and reliable method to pay the CAL-VIS test fee invoice, eliminating late fees and other charges. Most stations currently pay for their SMOG Check Certificates using NACHA.

NACHA Payment: The information you supply to participate in the NACHA payment method for SMOG Certificates and test fees will only include the information listed on a paper check. Your banking information is confidentially stored in an encrypted database behind a secure firewall. All NACHA transactions are executed in a secure environment. The bank account you designate for NACHA transactions must be a checking account.

Requirements of the Station: To use NACHA to pay for SMOG Certificates and test fees, you must provide your Bank Account information in the online NACHA Form, and the form must be e-signed by an authorized representative of your Station. All fees collected will be debited to the Bank Account you enter into the online system for the duration of your participation in the CAL-VIS program, charged in accordance with your Agreement. If your Bank Account information changes, update the information in the system.

Where to find your Bank Account information: See the sample check below to find bank account information or log into your banking website for details.

The image shows a sample check form with the following fields and labels:

- Customer Name:** ABC Automobiles
- Bank Name:** Wells Fargo
- Address:** ADDRESS, CITY, STATE, ZIP
- ABA / Routing Number:** 0123456789
- Account Number:** 012345678901234
- Other fields:** DATE, PAY TO THE ORDER OF, \$, DOLLARS, FOR

Who Must e-sign the NACHA Form: The person who e-signs the NACHA Form must have the authority to legally bind the Station and to authorize NACHA transactions on behalf of the Station.

When do I e-sign: The NACHA Enrollment Form must be e-signed at the time of enrollment.

Invoices: Invoices will be available for viewing, download and printing at www.calvisbillingportal.com each month. Invoice payment terms are provided in your Station Participation Agreement.

Important Notes:

- Verify that your banking institution and your bank account allows for multiple transactions on the same day.
- Verify your account withdrawal cap (if applicable) will cover all station fees.



Station Enrollment Frequently Asked Questions

1. I am already in the Smog Check Program. Why do I need to enroll now?

The previous Smog Check Program system retired on November 1, 2019. In order to participate, or continue to participate, in the California Smog Check Program, stations must complete enrollment by logging into the portal, creating an account, and e-signing the Station Participation Agreement (SPA).

2. How do I enroll my station?

Log into www.calvisbillingportal.com with your USER ID and temporary password. Follow the onscreen instructions to create an account and sign your Station Participation Agreement (SPA). For help signing in, you can review the steps contained within the document titled: *Creating an Account in the Station Enrollment Portal* or call the help desk at (888) 229-9389.

3. Where can I find my User ID and temporary password to sign up?

You can obtain your USER ID and a temporary password by calling the Cal-VIS Billing Help Desk at (888) 229-9389. Once you have the User ID and temporary password, log into www.calvisbillingportal.com to enroll.

4. Who do I contact if I have questions with enrollment?

Please contact the Cal-VIS Billing Help Desk at (888) 229-9389.

5. If I own more than one Smog Check station, do I need to enroll each one separately?

Yes. Each station will have unique login credentials and each station must e-sign a separate Station Participation Agreement (SPA). You do have the option to add the same billing contact for each station. Note, you will need a unique email address for each station.

6. Do I need to add a billing contact during station enrollment?

Adding a billing contact is optional. Station owners are the default billing contact but if you want to allow someone else to view your online station invoices and payment history, you need to add a billing contact. Owners that have more than one station can use the same billing contact for each station.

7. How do I confirm the Station Participation Agreement (SPA) has been signed?

When you e-sign the agreement, you will receive a confirming email. Also, you can take a look online - log into www.calvisbillingportal.com with your USER ID and password, click [Station Admin Application](#) from the top menu, and then click on the [Agreement](#) tab. If a checkmark appears in front of e-signed Agreement, your Station Participation Agreement (SPA) has been signed.

E-Sign the Enrollment Agreement (SPA - Station Participation Agreement and Bank Information)

[Review the Enrollment Agreement and E-sign](#)



e-Signed Agreement on July 25, 2019.

**8. When will I be invoiced for inspections?**

On the 4th business day of each month you will receive an email notifying you that the invoice for the previous month's inspections is available to view online. On the 18th business day of the same month your account will be debited. If you identify a discrepancy on the invoice contact the Cal-VIS Billing Help Desk at (888) 229-9389 and they will investigate.

9. How do I view my invoices online?

Log into www.calvisbillingportal.com with your USER ID and password, click Billing from the top menu, and then choose the month you want to review from the drop down menu. The invoice will open as a pdf document that can be printed or saved.

10. Do I have access to my inspection test history?

All invoices after November 1, 2019 will be available on the Cal-VIS Billing Portal website (www.calvisbillingportal.com). Both the station owner and billing contact have access to the invoice history.

Questions about inspection history from before November 1, 2019 should be directed to SGS NGET Help Desk Toll-Free at (866) 9NO-SMOG / (866) 966-7664.

EFFECTIVE 10/31/2019 ALL PAST DUE SGS INVOICES MUST BE PAID TO SGS TO AVOID LOCKOUT FOR NON-PAYMENT TO SGS.

11. Has the fee per inspection test changed from the previous program?

As of November 1, 2019, the fee per inspection test has been reduced from \$1.08 to \$0.7036. The change is reflected on your monthly invoice. The monthly invoice is also enhanced to include a detailed list of all your inspections for the previous month.

12. I have always purchased Smog Check Certificates via Department of Consumer Affairs (DCA) Cashiering Services. Can I still purchase Certificates through DCA Cashiering Services?

Yes. Contact the Cal-VIS Billing Help Desk at (888) 229-9389 to complete the Station Participation Enrollment process over the phone.

If you have any questions, please call the Cal-VIS Billing Help Desk (888) 229-9389