#### RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND PLEXUS GLOBAL LLC

**THIS RENEWAL AND AMENDMENT NO. 3** to Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Plexus Global LLC. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS,** CONTRACTOR entered into an Agreement with County on January 27, 2020 (hereinafter, "Agreement"), for the provision of providing DOT Drug and Alcohol Program TPA Services an amount not to exceed \$50,000.00; and

WHEREAS, the Agreement expired pursuant to its terms on January 26, 2025; and

WHEREAS, the Parties wish to renew the Agreement retroactive to January 27, 2025; and

WHEREAS, the County has a continued need for services; and

**WHEREAS**, the Parties wish to extend the term of the renewed Agreement for one (1) additional year through January 27, 2026 and to increase Agreement amount by \$0.00 to a new total not to exceed amount of \$50,000.00 to allow CONTRACTOR to continue to provide services identified in this Agreement and as amended by this RENEWAL AND AMENDMENT NO. 3.

### NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. The Agreement is renewed retroactive to January 27, 2025, and all of its provisions shall be deemed to have been in effect continuously since that time.
- 2. Amend Paragraph 2.01 of Section 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTACTOR in accordance with the payment provisions set forth in Exhibit A1, subject to the limitations set forth in this Agreement. The total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$50,000.00.

3. Amend Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from January 27, 2020, to January 27, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect

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until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- 4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the Agreement.
- 5. A copy of this RENEWAL AND AMENDMENT NO. 3 shall be attached to the original Agreement dated January 27, 2020.
- 6. The recitals to this RENEWAL AND AMENDMENT NO. 3 are incorporated by this reference.

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IN WITNESS WHEREOF, the Parties execute this RENEWAL AND AMENDMENT NO. 3 which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CON	CONTRACTOR*	
By:		PLEXUS GLOBAL LLC	
Contracts/Purchasing Officer		Contractor's Business Name	
Date:	By:		
	·	(Signature of Chair, President or Vice President)	
	Its:		
		(Print Name and Title)	
	Date:		
	By:		
Approved as to Form and Legality Office of the County Counsel	2	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)	
By:	Its:		
COUNSEL NAME Deputy County Counsel		(Print Name and Title)	
Date:	Date:		
Approved as to Fiscal Provisions			
By:Auditor/Controller			
Auditor/Controller			
Date:			
Approved as to Indemnity and Insurance Provisions			
By:			
Risk Management			
Date:			

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.



## Exhibit A1 Scope of Work: Background Screening & Drug and Alcohol Screening

I. Scope of Work – Background Screening	
Packaged Services: Pre-Employment Screening	Price*
Package 1 – Entry Level/Clerical	\$22.25*
<ul> <li>Includes</li> <li>Social Security Trace/ID Report</li> <li>County Criminal Felony/Misdemeanor Search 7 year search*</li> <li>National Criminal Database Search/County Locator*</li> </ul>	
Package 2 – Entry Level – with driving responsibilities	\$24.75
<ul> <li>Includes</li> <li>Social Security Trace/ID Report</li> <li>County Criminal Felony/Misdemeanor Search 7 year search*</li> <li>National Criminal Database Search/County Locator*</li> <li>MVR – motor vehicle records search*</li> </ul>	
Package 3 – Mid Level – with minor interactions	\$31.75
<ul> <li>Includes</li> <li>Social Security Trace/ID Report</li> <li>County Criminal Felony/Misdemeanor Search 7 year search*</li> <li>MVR – motor vehicle records search*</li> <li>Professional License/Certificate Verification*</li> <li>Education Verification*</li> </ul>	
Package 4 – Upper Management/Executives – or those who handle money	\$56.80
<ul> <li>Includes</li> <li>Consumer Credit Report</li> <li>County Criminal Felony/Misdemeanor Search 7 year search*</li> <li>National Criminal/County Locator*</li> <li>MVR – motor vehicle records search*</li> <li>Professional License/Certificate Verification*</li> <li>Education Verification*</li> </ul>	

#### Note:

- All Packages inclusive of all names/AKAs and all counties (Excluding International)
- Additional verification services are available upon request



#### \*Additional Fees – Background Screening

**Certain entities may levy fees that will be passed through to the client (without markup) in addition to the fees charged by Plexus for the packages and/or a la carte services. The additional fees may include:** Court fees, State fees, Repository fees (Talx/The Work Number, National Student Clearing House), Registry fees, 900 numbers (employment verification), International call toll charges and Transcript fees. Aliases and Maiden names will be added at the a la carte price.

All records (Hits) obtained through the National Criminal/County Locator search will be confirmed at the applicable court for accuracy to comply with the FCRA and will be billed at a la carte rates.

A la Carte Services – Background Screening - Domestic	Price
1: Social Security Number Verification	\$ 2.45
2: Identity Report – Including additional names and addresses	\$ 2.45
3: Criminal Record Search – County*	\$ 7.70
4: Driver's License History Check/ Motor Vehicle Record (MVR)*	\$ 2.50
5: Credit Check	\$ 25.00
6: Civil Record Check*	\$11.25
7: State Court Search (Criminal History Search)*	\$9.25
8: Education Verification	\$ 7.75
9: Employment Verification	\$ 7.75
10: Professional Reference Check	\$ 8.25
11: Professional License/Certification Verification	\$ 7.25
12: Federal District Court Search*	\$ 5.50
13: National Criminal Jurisdiction Locator	\$ 2.50
14: National Sanctions Search	\$ 5.00
15: National Sex Offender Search	\$ 3.25
16: E-Verify (Right to work authorization)	\$ 3.25
THE FOLLOWING ARE ADDITIONAL COMPONENTS AVAILABLE BUT NOT LIMITED TO	
OFAC - Office of Foreign Assets Control database	\$ 5.00
BIS - U.S. Bureau of Industry and Security	\$ 5.00
SEC - U.S. Securities and Exchange Commission	\$ 5.00
FDA - U.S. Food and Drug Administration	\$ 5.00



GSA EPLS - U.S. General Services Administration Excluded Parties List System	\$ 5.00
DEA – U.S. Drug Enforcement Administration	\$ 5.00
OIG – Office of Inspector General	\$ 5.00
HIPDB - Healthcare Integrity & Protection Data Bank	\$ 5.00
NAR - Certified Nurse Aide Registry	\$ 5.00
NPDB - National Practitioner Data Bank	\$ 5.00
FACIS Level 1	\$ 5.00
FACIS Level 2	\$ 6.00
FACIS Level 3	\$ 7.00
DDTC - Directorate of Defense Trade Controls	\$ 5.00
INTERPOL - International Criminal Police Organization	\$ 5.00
VITALSearch (Sanctions Search)	\$20.00
Workers' Compensation Search	\$ 9.00
Streamlined Electronic I-9 and E-Verify	\$ 7.00
E-Verify – USCIS - Department of Homeland Security	\$ 5.00
Electronic I-9 – Paperless I-9 Form	\$ 5.00
*This search is performed in a single jurisdiction/single name	



Value Added Services	Estimated Value	Price
Customer Service - Dedicated single point of contact service model • Primary Account Administrator with backup support 5:00 AM – 6:00 PM PST • Telephone, e-mail and in-system support Plexus Persistence	Value depends on account complexity	Included
Daily verification attempts – Employment / Education / References		
Account Implementation <ul> <li>Customized account implementation</li> </ul>	\$150 - \$1,200	Included
Best Practices <ul> <li>Review of current screening program with best practices         recommendations</li> </ul>	\$500	
Adjudication Services <ul> <li>Adjudication matrix consultation and assistance</li> </ul>	\$150 - \$500	Included
Legal Services <ul> <li>Legal updates and developments affecting employment screening</li> </ul>	\$130 - \$300	
Training • Web based system training for new users and system upgrade training	\$500 - \$750	Included
<ul> <li>PlexOne<sup>™</sup></li> <li>Secure 24-7 online account management, report ordering and retrieval</li> <li>Automated report status notifications</li> <li>Unlimited system users, tiered privilege / access levels and customized packages</li> <li>Real-time report notes, researcher updates and management reports</li> <li>Duplicate report alert</li> <li>Online interactive compliance resource guide and required forms</li> <li>Single click adverse/pre-adverse letter process</li> </ul>	\$300	Included
Quality Control & Compliance • Review of each and every report by our dedicated Quality Control and Compliance Department for accuracy and compliance per FCRA requirements, individual state requirements and client business rules	\$10 per report	Included



Ancillary Fees	Price
<ul> <li>Account Setup Fee</li> <li>Includes processing of the credit application, verification of business license, required third party onsite location verification and administration of account implementation and system training</li> <li>Price Per client</li> </ul>	\$75.00
<ul> <li>Data Entry Fee</li> <li>Includes manually keying faxed or emailed requests into GDM (Global Data Management), Plexus' request processing system</li> <li>Price per file</li> </ul>	\$5.00
<ul> <li>Adjudication Fee</li> <li>Includes comparing results of an investigation to client business rules to determine if an applicant meets client requirements</li> <li>Price per file component</li> </ul>	\$1.00
<ul> <li>FCRA Letters – Pre-Adverse/Adverse Notifications</li> <li>Includes processing, printing and mailing of pre-adverse or adverse notifications</li> <li>Price per letter</li> </ul>	\$5.00
<b>Report Mail Out Fee</b> Includes Plexus providing a copy of final report to applicant. Price per report.	\$5.00
<ul> <li>Digital Document Storage Fee         <ul> <li>Includes electronic storage of supporting documentation uploaded into Plexus' Document Management systems and made available to the requestor for viewing/printing</li> <li>Monthly charge                 <ul> <li>&lt;<li>&lt;</li> <li>&lt;</li> <li>&lt;</li> <li></li> <li>&lt;</li> <li>&lt;</li> <li></li> <li>&lt;</li> <li></li> <li>&lt;</li> <li>&lt;</li> <li>&lt;</li> <li>&lt;</li> <li>&lt;</li> <li>&lt;</li> <li>&lt;&lt;&lt;&lt;</li> <li>&lt;</li> <li>&lt;&lt;&lt;&lt;&lt;</li> <li>&lt;</li> <li>&lt;</li> <li>&lt;&lt;&lt;&lt;</li> <li>&lt;&lt;</li></li></ul></li></ul></li></ul>	Varies by Number of Employees
<ul> <li>Additional Request Research Fee</li> <li>Covers additional research requested by client</li> <li>Price per file</li> </ul>	\$10.00
<ul> <li>Priority Fees</li> <li>Available for individual reports</li> <li>Includes moving a file to the front of the job queue and close monitoring throughout the screening process with hourly monitoring</li> <li>Price per file</li> </ul>	\$15.00
<ul> <li>PlexLink - Web based Employment Application</li> <li>Invite applicants electronically to fill out an application for you to review and submit as a request for processing</li> <li>Price per applicant/file.</li> </ul>	\$1.00



International Services – Criminal, Education, Employment, MVR, Drug Screening and	d More
Plexus conducts employment, education, professional credentialing and reference verifications in more than 200 countries and territories worldwide. Plexus verifies in 159 of the world's most common languages. Plexus' Global Alliance Researcher Network, developed over 31 years on the cutting edge of employment screening, is comprised of both wholly owned offices as well as a network of carefully vetted research professionals with proven records of expertise in their countries' investigative and reporting procedures. Plexus offers a full suite of international services. Please call for a customized international services quote.	Available
Occupational Physical Exam Management Services	
<ul> <li>Includes:</li> <li>Locate occupational medicine clinic(s) within a reasonable travel distance from member facilities and negotiate pricing per Member physical/testing requirements</li> <li>Establish processing protocols with occupational medicine clinic(s)</li> <li>Establish processing protocols with Member</li> <li>Provide an initial supply of forms and/or collection supplies as necessary to the occupational medicine clinic and any additional forms and collection supplies s as needed</li> <li>Work with staff or applicants to schedule and confirm completion of physical exam</li> <li>Manage all necessary physical exam reports/documentation and ensure its upload for Member view onto PlexOne</li> <li>Provide PlexOne training for Member staff</li> <li>Adjudicate physical exam report(s) per Member rules</li> </ul> Note: The base cost of the occupational physical(s) will be set by the occupational medicine provider(s) the Member selects. Plexus will add a program administration fee of 20% per exam to the base cost. Actual cost (base cost the plus admin fee) will be outlined in a separate agreement between the Member and Plexus.	Available



II. Scope of Work – Drug and Alcohol Screening	
Packaged Services: Random Drug and Alcohol Screening	Price
Package 1 – <b>DOT / Non-DOT Drug Screen</b>	\$48.00*
<ul> <li>Includes</li> <li>Collection at a Plexus Global Primary collection location (All Quest and LabCorp collection sites)</li> <li>Transportation of sample to a SAMHSA Certified lab</li> <li>Testing of sample to follow EMIT and GCMS Confirmation</li> <li>MRO</li> <li>Reporting</li> </ul>	
Package 2 – Breath Alcohol Screen (BAT)	\$43.00
<b>Includes</b> - Collection at an OccMed clinic and in association with a drug screen collection when needed - Re-test as needed - Reporting of results	
Random Program Services	No Cost
<b>Includes</b> - Putting member drivers in a "consortium" or their own standalone pool - Random selection per DOT guidelines or member rules - All reporting as required by DOT	
Random Drug and Alcohol Program Management	Price Per Month
1 – 150 Drivers	\$125.00
150 – 500 Drivers	\$225.00
<b>Note:</b> Costs are based on enrollment at the inception of a service agreement between Plexus and member. Price adjustments will only be made on January 1 <sup>st</sup> of each subsequent year should enror a shift between tiers.	
<ul> <li>Includes:</li> <li>Work with the Designated Employer Representative (DER) to manage additions and deletions of employees who are subject to testing</li> <li>Manage and communicate directly with all Supervisors / Managers instead of one main contact</li> <li>Work with all Supervisors / Managers and their respective drivers directly</li> <li>Plexus will manage the random calendar for all drivers and Plexus will work directly with Supervision Managers on the dates that employees will be sent for testing</li> </ul>	



- Provide all Supervisors / Managers directly the passports / cover letters and / or a specific Federal Transit Authority (FTA) passport

- Report results directly back to the Supervisors / Managers and work directly the Supervisors / Managers regarding their respective employees going to take their drug and / or alcohol screen

- Send all completed reports to the DER and other requested staff

- Manage all necessary driver screening documentation and make sure it is all uploaded at the driver report level for the DER to have access

A la Carte Services: Drug and Alcohol Screening	Price
Customized Collection Site Match	No Cost
Electronic Chain of Custody forms support - Nationwide	No Cost
Pre-employment, Reasonable Suspicion, and Post Accident Testing	
Non-DOT 5 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO	\$34.75*
Non-DOT 10 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO	\$36.50*
DOT 5 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO	\$37.50*
Breath Alcohol Screening – Lab Based	\$55.95
Medical Review Officer (MRO)	\$35.00
Hair Follicle Testing 5 Panel	\$67.00
5 Panel Instant urinalysis – Instant Onsite Test Cup	\$ 5.00 ea.
10 Panel Instant urinalysis cup – Instant Onsite Test Cup	\$ 9.00 ea.
<ul> <li>On-site Services &amp; Mobile Collection – available business and emergency hours:</li> <li>Proposed rates take the following into consideration:</li> <li>Hours 7am to 9pm</li> <li>No waiting time between collections</li> <li>There is a collection fee; collector fee; and, a scheduling fee</li> <li>Please call for more information</li> </ul>	See Exhibit B
After hours collections	Call for Quote

## \*Additional Fees

**Additional fees may include:** When an out-of-network 3rd party collection facility is used, pricing will include drug screening price plus additional collection fee.



## **Mobile Collection Services**

<u>Client's site</u> - Mobile service requires a minimum advance scheduling notice of three days, and in the case of multiple collections, consecutive scheduling of the collections shall occur. **Weekends and holidays** are 1.5 x the mobile rates.

7:00 a.m. - 9:00 p.m. (Time Frame 1) Specimen Collection

Initial Collection \$ 45.00 each

Additional Collections \$ 25.00 each

- <u>9:01 p.m. 6:59 a.m.</u> (Time Frame 2) Specimen Collection
  - Initial Collection \$ 69.00 each
  - Additional Collections \$ 39.00 each

- Breath Alcohol Test
  - Initial Test \$ 79.00 each
  - Additional Tests \$ 49.00 each
- Breath Alcohol Test
  Initial Test \$ 89.00
  - Initial Test \$ 89.00 each
  - Additional Tests \$ 49.00 each

#### HOURLY STAFFING

Mobile Hourly Staffing – Monday through Friday. **Sunday and holidays may be slightly higher.** The following fees are based on a minimum four-hour event.

**Time Frame 1** \$ 65.00 per hour / technician **Time Frame 2** \$ 80.00 per hour / technician

#### WAITING TIME \$ 60.00 hour

Applied when a mobile service is delayed from the originally scheduled start time or when a delay occurs during the course of a scheduled service and the delay is not attributed to the on-site collector. Waiting time accrues in 15-minute intervals.

MILEAGE IRS Standard Mileage Rate/per mile

Mobile Services involving round trip traveling distance by automobile portal to portal. Mileage is per collector.

**TRAVEL/MISCELLANEOUS EXPENSE** (actual expenses - amount of receipt)

Requires prior approval from client; includes but is not limited to tolls, parking, hotel, etc.

**DIRECT OBSERVATION/FEDERAL** \$ 170.00 Applied to Federal Return to Duty or Follow-Up Requests or instances an observer is requested by the client. Charges are billed in addition to per specimen in-office, mobile and emergency rates



# Scope of Work: Driving Record Monitoring - EPN

### Fee Schedule:

No fee for PRISM members as this is paid by PRISM

#### Program Features/Services:

- Real-Time Notifications for accidents, violations or suspensions
  - Pull notice alert within hours of DMV action/activity
  - Access to employee records online via Embark Connect 24 hrs/ 7 days a week
- Compliance with Regulatory Agencies
  - Meet the Department of Transportation (DOT) and California Highway Patrol's compliance requirements for commercial drivers
- Digital Driver Document Management and Storage
  - Store important files such as driver consent forms, DOT documents, and accident/incident reports
- Interactive Dashboard
- Tools to Manage Driver Roster
  - Add, delete, activate or inactivate drivers from a secure client interface
- Daily Activity E-mail Alerts for Important Events
  - Change to a driver's record
  - Expiring Drivers' Licenses (30, 60 or 90 days in advance)
  - Expiring Medical Certificate (30, 60 or 90 days in advance)
  - Custom Reminders set by Users
- Violation decoding
  - Moving violations are decoded using the California vehicle code, making reading and understanding employer pull notices easier

## \*State Fees (Driver's Outside California)

Each state has an agency responsible for overseeing driver's licensing and records. These agencies may levy fees that will be passed through to PRISM Members (without markup). PRISM Members shall be financially responsible for all state fees associated with monitoring activities outside of California.



## DOT – FMCSA Clearinghouse

This agreement describes the services to be performed by Plexus Global

### 1. FMCSA Clearinghouse :

Packaged Services: Clearinghouse Driver Management	Price
Package 1 – Gold Packaged Pricing	\$ 2.00*
<ul> <li>Includes</li> <li>Initial Driver Consent for the Member – This is for each member as members cannot share data</li> <li>Query Driver Violation Information – Initial and Yearly</li> <li>Report on behalf of the member Drug and Alcohol Program violations</li> <li>Report on Return to Duty and Follow-up Testing</li> </ul>	
Package 2 – Silver Packaged Pricing	\$ 1.00*
<b>Includes</b> - Initial Driver Consent for the Member – This is for each member as members cannot share data - Query Driver Violation Information – Initial and Yearly	

## \* - Per month per driver fee

A-La-Carte Service and Pricing	Price
Driver Registration and Consent Query	\$10.00*
Annual Query (requires a spreadsheet with all drivers)	\$ 5.00*
Full Query on current driver	\$10.00*
Reporting of Violation	\$10.00*