

COUNTY OF MONTEREY STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Plexus Global LLC
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

- DOT/Non-DOT Drug Screen
- Collection of sample for DOT tests at Quest and LabCorp Collection sites.
- Transportation of sample to SAMHSA Certified lab

2.0 PAYMENT PROVISIONS:

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

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 27, 2020 to January 26, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY: | FOR CONTRACTOR: |
|--|---|
| Maria C. Sandoval, County Safety Officer | Jillian Sossaman Client Support Specialist |
| Name and Title | Name and Title |
| 168 West. Alisal St., Fl. 3 Salinas, CA 93901 | 19340 Jesse Ln., Ste 280 Riverside, CA 92508 |
| Address | Address |
| 831-784-5686 | 844-516-1008 Est. 402 |
| Phone: | Phone: |

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

Date: 30 January 2020

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: 
County Counsel

Date: 12/12/15

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 1/23/2020

Approved as to Liability Provisions³

By: 
Risk Management

Date: _____

CONTRACTOR

Plexus Global LLC
Contractor's Business Name*

By: Carlos Lacambra
(Signature of Chair, President, or Vice-President) *
Carlos Lacambra, President
Name and Title

Date: 01/08/2020

By: Carlos Lacambra
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Carlos Lacambra, Secretary
Name and Title

Date: 01/08/2020

County Board of Supervisors' Agreement Number: _____, approved on (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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Exhibit

A



Plexus Global
19340 Jesse Ln., Suite 280
Riverside, CA 92508
www.plexusglobalinc.com

Exhibit A

I. Scope of Work - Services

I. Scope of Work – Drug Screening

| Packaged Services: Pre and On-Going Employment Drug Screening | | Price* |
|--|--|--------------------|
| Package 1 – DOT / Non-DOT Drug Screen | | \$42.00* |
| Includes <ul style="list-style-type: none">- Collection at a Plexus Global Primary collection location (All Quest and LabCorp collection sites)- Transportation of sample to a SAMHSA Certified lab- Testing of sample to follow EMIT and GCMS Confirmation- MRO- Reporting | | |
| Package 2 – Breath Alcohol Screen (BAT) | | \$40.00 |
| Includes <ul style="list-style-type: none">- Collection at an OccMed clinic and in association with a drug screen collection when needed- Re-test as needed- Reporting of results | | |
| Package 3 – Random Program | | \$No Charge |
| Includes <ul style="list-style-type: none">- Putting member drivers in a "consortium" or their own member pool- Random selection per DOT guidelines or member rules- All reporting as required by DOT | | |



| A la Carte Services – Substance Abuse Screening - Domestic | Price |
|--|--|
| Customized Collection Site Match | Included |
| Electronic Chain of Custody forms support - Nationwide | Included |
| Non-DOT 5 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO | \$26.75 |
| Non-DOT 10 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO | \$28.50 |
| DOT 5 Panel Urine Drug Screen – Lab Based Analysis w/collection, testing, MRO | \$29.50 |
| Medical Review Officer (MRO) | \$16.00 |
| Breath Alcohol Screening – Lab Based | \$49.95 |
| Hair Follide Testing 5 Panel | \$62.00 |
| 5 Panel Instant urinalysis – Instant Onsite Test Cup | \$ 5.00 ea. |
| 10 Panel Instant urinalysis cup – Instant Onsite Test Cup | \$ 9.00 ea. |
| 5 Panel Oral fluid drug test kit – Lab Based Analysis | \$ 7.00 ea. |
| On site services – Mobile Collection – available business and emergency hours : Proposed rates take the following into consideration: - Hours 7am to 9pm - No waiting time between collections - There is a collection fee plus a collector fee and a scheduling fee - Please call for more information | \$ 8.00 ea Emp \$45.00 1 st \$25.00 after \$65.00 collector \$.65 mile |
| Post-accident, Reasonable Suspicion Screening | \$27.75* |
| After hours collections | Call for Quote |

*Additional Fees – Substance Abuse Screening

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.



Substance Abuse Screening – Definitions

Non-DOT 5 Panel Urine Drug Screen

Drug Screen includes screening for five categories of drugs including: Amphetamines, Cocaine, Marijuana, Opiates, and Phencyclidine. This price covers the costs for collection at an Plexus in-network site, overnight courier service to a S.A.M.H.S.A./N.I.D.A. certified laboratory, pre-screen by E.M.I.T., and confirmation by G.C./M.S. Collect at out-of-network 3rd party collection facilities may result in additional fees.

Non-DOT 10 Panel Urine Drug Screen

Drug Screen includes screening for ten categories of drugs including: Amphetamines, Cocaine, Marijuana, Opiates, Barbiturates, Methaqualone, Benzodiazepines, Propoxyphene, Methadone, and Phencyclidine. This price covers the costs for collection at an Plexus in-network site, overnight courier service to a S.A.M.H.S.A./N.I.D.A. certified laboratory, pre-screen by E.M.I.T., and confirmation by G.C./M.S. Collect at out-of-network 3rd party collection facilities may result in additional fees.

DOT 5 Panel Urine Drug Screen

Drug Screen includes screening for five categories of drugs including: Amphetamines, Cocaine, Marijuana, Opiates, MDMA Metabolites, Monoacetyl Morphine and Phencyclidine. This price covers the costs for collection at an Plexus in-network site, overnight courier service to a S.A.M.H.S.A./N.I.D.A. certified laboratory, pre-screen by E.M.I.T., and confirmation by G.C./M.S. Collect at out-of-network 3rd party collection facilities may result in additional fees. Includes DOT-mandated MRO review on every screen processed.

Medical Review Officer (MRO)

Results of non-negative or troubled non-D.O.T. drug screenings are forwarded to an MRO, a licensed physician who reviews these results, speaks with the donor if necessary, and reports the final results within two hours of receipt of results from the laboratory.

Breath Alcohol Screening

Breath Alcohol Testing will be performed by a certified Breath Alcohol Technician using EBT. Confirmation testing is included for in-network screens performed during standard business hours.



Exhibit A End User Access Security Agreement & Acknowledgement of FCRA Compliance Requirements

We must work together to protect the privacy of consumers. The following requirements are designed to reduce unauthorized access of Consumer Credit Reports and other private information. By signing this document, you, the "End User," agree to follow the measures below:

1. You will protect your Consumer Reporting Agency log-in ID and password(s) so that only you know this sensitive information. Unauthorized persons should never have knowledge of your log-in ID and password(s). Do not post this information in any manner within your facility.
2. Systems access software, whether developed by your organization or purchased from a third party vendor, must have your Consumer Reporting Agency log-in ID and password(s) "hidden" or embedded and be known only by authorized supervisory personnel.
3. Do not discuss your consumer Reporting Agency log-in ID and password(s) by telephone with any unknown caller, even if the caller claims to be an employee of a Consumer Reporting Agency.
4. Restrict the ability to obtain credit information with your login ID and password to yourself.
5. Place all terminal devices used to obtain consumer reports and/or credit information in a secure location within your facility. Secure these devices so that unauthorized persons cannot easily access them. Log off the system when not in use.
6. After normal business hours, log off the system and properly secure all devices or systems used to obtain consumer reports and/or credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so unauthorized persons cannot easily access them.
8. Disposal of printed reports: Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. You can access consumer report and/or credit information only for the permissible purposes listed in Section 5 of the Services Agreement signed by your organization's representative. You may not access your own report or the report of a family member or friend if you do not have a permissible purpose.
11. Each log-in ID and password is unique to each user of the system and not transferable. **Log-in IDs and passwords are not to be shared.** Individuals who share log-in IDs / passwords may lose access privileges to the system, and expose your organization and ours to potential liability.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to

facilitate the investigative process if a consumer claims that your organization inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months.)

Under Section 621 (a)(2)(A) of the Fair Credit Reporting Act ("FCRA"), any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$3,500 per violation.

FCRA REQUIREMENTS

In compliance with the FCRA as amended by the Consumer Reporting Act of 1996, End User hereby certifies to Plexus Global that End User will comply with the following provisions:

1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes:
 - a.) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - b.) the consumer has authorized in writing (which authorization may be made on the document referred to in Section 1.a. above) the procurement of the report by the End User.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, End User shall provide to the consumer to whom the report relates:
 - a.) A copy of the report; and
 - b.) a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto as Exhibit C "Summary of Consumer Rights."
 - c.) Provide oral, written or electronic notice of the intended adverse action to the consumer, as defined by Section 615 of the FCRA (Plexus Global will provide you with sample Adverse Action letters that will fulfill this obligation).

The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

3. End User will review Exhibit D "Notice to Users of Consumer Reports: Obligations of Users under FCRA," attached hereto and available online at: www.acheckglobal.com.

End User hereby acknowledges receipt of Exhibit C "Summary of Consumer Rights" and Exhibit D "Notice to Users of Consumer Reports: Obligations of Users Under FCRA."

Maria C Sandoval, County Safety Officer

Print Name

Title

Signature

(831) 784-5686

Telephone

Date

1/7/2020

Email

Sandoval MC1@co.monterey.ca.us