

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS

CONTRACT MODIFICATION

1. CONTRACT NO: 200856, Background Check Services (RFP 307926)	2. CONTRACT MODIFICATION NO.: 1	3. EFFECTIVE DATE OF C.M. See Block 10	4. CONTRACTOR NAME: Plexus Global, LLC.
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: **\$0.00** **NO CHANGE**

PRIOR TOTAL PRICE: \$ 74,005.00

NEW TOTAL PRICE: \$ 74,005.00

7. TERM OR PERIOD OF PERFORMANCE: **NO CHANGE**

PRIOR: August 5, 2022, through August 4, 2023

NEW: August 5, 2022, through August 4, 2023

8. CONTRACTOR'S EXECUTION:

Name & Title: Carlos Lacambra President
(Print or type)

E-SIGNED by Carlos Lacambra
on 2023-02-03 10:22:18 CST
Signature: _____

Date Executed: February 03, 2023

9. CONTRACTING OFFICER'S EXECUTION:

Name: John Pena, Contracts Administrator
(Print or type)

E-SIGNED by John Pena
on 2023-02-03 10:22:59 CST
Signature: _____

Date Executed: February 03, 2023

10. DESCRIPTION OF CONTRACT MODIFICATION: This Contract Modification makes the following change to the Contract for all pertinent purposes:

- a. This modification is made in accordance with Exhibit E – Revised-1, Contractual Terms and Conditions, Section 19, entitled CHANGES, to be made a part hereof for all pertinent purposes.
- b. Refer to Exhibit F-Revised-1, Scope of Services. Exhibit F-Revised-1 is deleted in its entirety and replaced with **Exhibit F-Revised-2, Scope of Services**, attached hereto and made a part hereof for all pertinent purposes with the following change which reflects an incorrectly rejected Assumption under Exhibit C-1: Exceptions and Assumptions form, Item 1, thereby Accepting the Exception and Assumption statement as Section 10. Miscellaneous. Changes are highlighted in yellow in red font in Exhibit F-Revised-2 and stated as follows :

10. Miscellaneous

Certain entities may levy fees that will be passed through from Contractor to the Authority (without markup) in addition to the fees charged by Contractor 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.

- c. Such fees will be pure pass-through costs to be charged under Exhibit A-Revised-1, FPR Pricing Schedule, Section 7. Pricing – Base Period, Contract Year 1, Item 9. Other/Fees/Supplemental Items.

This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

[END OF MODIFICATION #1]

EXHIBIT F – REVISED 2
BACKGROUND CHECK SERVICES
SCOPE OF SERVICES

1. INTRODUCTION

Capital Metro Transportation Authority is seeking the services of a qualified firm to provide qualified personnel to perform the investigative background checks.

2. BACKGROUND

Capital Metropolitan Transportation Authority (“Capital Metro” or “the Authority”) is a public agency responsible for providing mass transit service within the City of Austin and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 and the Anderson Mill area of Williamson County. Capital Metro services include bus, rail, rideshare programs, special event services, and special transit services for the mobility impaired.

Capital Metro currently oversees the operations of Bus, Paratransit and Commuter Rail services in Central Texas. The current workforce consists of approximately 450 full time administrative staff, and interns and approximately 156 security officers that work part-time providing police security to our service area. We expect to average 25 to 30 posted vacancies, at all times. The largest portion of our workforce was contracted out in August 2012. Capital Metro oversees those contracts, who employ approximately 1900 drivers, engineers, mechanics, service, and administrative workers. This workforce works out of approximately 9 locations within the city of Austin.

Capital Metro anticipates the need to run greater than 500 records annually during the period of this contract. In addition, annual criminal history checks may be requested on existing employees in security-sensitive positions and credit checks for cash handling positions.

3. PRIMARY WORK TASKS

Include statements under this heading to thoroughly describe the primary work tasks expected under the Scope of Services.

The Contractor shall provide all materials, equipment, facilities, supplies and skilled, qualified personnel to perform the investigative background checks. The Contractor will provide proof that its employees and subcontractors adhere to federal regulations and specifications in the contract between Capital Metro and the Contractor. Please refer to Sec 1681e. Compliance Procedures of the Fair Credit Reporting Act at <http://www.ftc.gov/os/statutes/fcra.pdf>. In addition, Contractor shall provide a copy of confidentiality agreement signed by the employees indicating that such information will be handled as highly confidential information.

(a) Requirements for web-based client portal for requesting background checks:

The Contractor shall provide a web-based client portal that is secure and user friendly and allows for the assignment of multiple account users by Capital Metro and designated partners. The client portal will be used by Capital Metro to request, view, and print reports. Capital Metro will have access to the client portal 24/7.

(b) Background check report format:

The Contractor shall provide background check reports that are easy to read and interpret.

(c) Background checks to be provided:

- 1) Motor Vehicle Record

The Contractor shall obtain information on the applicant's motor vehicle driving record ~~for a period of five (5) years~~ for as many years as are able to obtain in any given state (greater than 3 years where available) from the date of the request.

2) Employment History

The Contractor shall obtain information concerning the applicant's former national and international employment. The following information regarding employment shall be included:

- i. Employment and position verification
- ii. Social security number verification
- iii. Reason for termination (voluntary or involuntary)
- iv. Specifying part-time or full-time employment
- v. Other verifiable job-related information (performance, dependability, etc.)

The information shall include the name of the contact person who provided the information. If employment information provided on the application is incorrect, the Contractor will try all means necessary to get correct information, not including contacting the applicant. If correct information cannot be obtained, the Contractor will contact the Authority for direction.

3) Verification of Education

The Contractor will verify any education requested by Capital Metro. National and/or international searches shall be verified as required. Information regarding education verification shall include degree obtained as well as the area of study. The information shall include the name of the contact person who provided the information.

4) Federal and National Criminal Background Checks

The Contractor shall provide a criminal history for the past ten (10) years that includes Federal records available via the federal judiciary, National Sex Offender Records, Government Watch List, OIG Sanctions list and the OFAC list of the Specially Designated Nationals and Blocked Persons.

5) Verification of Identity

The contractor shall verify:

- i. Names, including any aliases
- ii. Social security number
- iii. Driver's License Number (5 years only)
- iv. Date of Birth
- v. Addresses for the last ten (10) years

6) County Criminal History

The Contractor shall research criminal history for the past ten (10) years from all counties in which the applicant lived. Criminal history and dispositions must be included.

7) Credit Check

The Contractor shall research the applicant's credit history when requested by Capital Metro.

8) Social Media Checks

9) Updates or changes to laws affecting background investigations:

The Contractor will provide updates to the Authority of changes in laws, technology and best practices related to background check investigations.

4. REPORTING AND RECORDKEEPING

The Contractor will maintain a duplicate off-site storage system to ensure safety and security of all records and reports. The contractor shall maintain records so that disclosure of information to unauthorized persons does not occur.

The Contractor will be in compliance with Capital Metro's records and information management policy and retention schedules. The Contractor will also be in compliance with the Austin Transit Partnership's records and information management policy and retention schedules.

5. COMPLIANCE WITH APPLICABLE LAWS

It is expected that the Contractor will comply with all local, State and Federal laws in performing the services under this contract. The Contractor must be in compliance with the law as it exists today and may change throughout the course of the contract, including the Fair Credit Reporting Act (FCRA), the Gramm–Leach–Bliley Act (GLB), and Drivers Privacy Protection Act (DPPA). Confidentiality must be maintained in accordance with federal and state requirements.

6. REPORTING AND INVOICING

(a) The Contractor must submit monthly invoices and a report to Capital Metro for all services rendered. The invoice must include date of service, service provided and charge for service. Employee names must be omitted from the invoice. The report must include employee names, date of service, service provided and charge for service.

(b) By the 20th of every month, the Contractor shall submit electronically via email, and will also post to the web-based client portal, a monthly report reflecting the previous month's activities. The monthly report will include:

- i. Total number of applicants processed.
- ii. Line-item searches completed per applicant categorized under each name with turnaround time for each.
- ii. Summary of line-item searches per category with average turn-around time for each.
- iii. Status of request (open, closed, pending).

7. SCHEDULE AND DELIVERABLES

(a) In addition to the monthly report described in Section 7, above, Contractor will provide individual or summary reports of work currently in progress. Contractor shall have a maximum of five (5) business days from the date of Capital Metro's request to complete the Background Check and provide individual or summary reports to Capital Metro. A "business day" is Monday through Friday, and does not include Saturdays, Sundays, or public holidays.

(b) Contractor will post all reports on the client portal and will, upon request, send electronic copies via email to Capital Metro.

8. SECURITY, IDENTITY PROTECTION, SAFEGUARDS, AND CONFIDENTIALITY

Contractor ensures that they will protect the confidentiality, rights and security of the individuals on which they are performing investigative background checks and will use the information provided by Capital Metro for the sole purpose of providing the services described hereunder. Contractor will provide Capital Metro with the following information:

- (a) Contractor's general methodology for the following:
 - i. Collecting personal information.
 - ii. Protecting personal information.
 - iii. Selling personal information.
 - iv. Data mining.
 - v. Minimizing errors, misinformation, and mistaken identity.
 - vi. Submission and transmission of personal data (encryption/ssl security, etc.).
- (b) Policies and procedures regarding privacy.

- (c) Controls used to establish that the use of the information has a permissible purpose.
- (d) The policy/procedures/methodology/processes that address the following:
 - i. Fraud prevention security measures pertaining to how specific information is handled.
 - ii. Procedures and safeguards that protect Capital Metro or prevent the unauthorized use or release of personal information.
 - iii. Issuance of instructions to all employees having access to information concerning the restrictions contained in the policy.
 - iv. Restrictions on how the information is used – for instance, Contractor shall not use customer information to compile customer lists or design marketing techniques.
 - v. Procedure for maintaining and monitoring the list of authorized users.
 - vi. Established information audit procedures.
- (e) Contractor will establish a methodology for handling individuals that contact Capital Metro to state that they have been a victim of a crime because of the information obtained from Contractor by Capital Metro.
- (f) Contractor will establish procedures that address leaks and unauthorized access of any information provided by Capital Metro.
- (g) Contractor will provide Capital Metro with information pertaining to its procedures and safeguards designed to protect the information provided by Capital Metro, such procedures and safeguards shall, at the very minimum:
 - i. Limit the knowledge of the passwords, security codes.
 - ii. Protect against any anticipated threats or hazards to the security or integrity of the Information; and
 - iii. Protect against unauthorized access to or use of the information that could result in substantial harm or inconvenience to any individual that is subject to a background check.
- (h) Contractor will ensure that:
 - i. All devices used to access the information are placed in a secure location and accessible only by authorized users.
 - ii. Only authorized users can access to the information.
 - iii. Authorized users do not use the information for personal reasons or provide the information to any third party except as permitted by law or policy.
 - iv. The security and confidentiality of the information provided by Capital Metro is always maintained.
 - v. It will create other reasonable safeguards.

9. OTHER WORK TASKS/SERVICES

Contractor shall provide technology available to Capital Metro that allows for applicants to complete authorizations and order backgrounds.

Contractor's platform should offer seamless integration with ATS vendors (Cornerstone and Oracle,)

10. MISCELLANEOUS

Certain entities may levy fees that will be passed through from Contractor to the Authority (without markup) in addition to the fees charged by Contractor 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.