

AGREEMENT

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THIS AGREEMENT is made and entered into this 12th day of January, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each contractor (each a "CONTRACTOR" and collectively the "CONTRACTORS") listed in Exhibit A to this Agreement, which is attached hereto and incorporated herein by this reference

WITNESSETH:

WHEREAS, the COUNTY desires to enter into an Agreement with each CONTRACTOR listed in Exhibit A to obtain polygraph testing services for pre-employment examinations and other investigations for the Sheriff's Office and Probation Department (hereafter, sometimes referred to individually as "COUNTY Department" or collectively as "COUNTY Departments"); and

WHEREAS, the COUNTY sought bids for the provision of such services by issuing a Request for Statement of Qualifications 21-013; and

WHEREAS, each CONTRACTOR listed in Exhibit A is engaged in the business of furnishing such services and hereby represents that it is professionally capable of performing the services called for by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. The CONTRACTOR represents, warrants and covenants that it is authorized to do business in the State of California.

B. The CONTRACTORS agree that their inclusion on Exhibit A does not constitute a guarantee or promise that any CONTRACTOR shall provide any certain amount of work or services to the COUNTY under this Agreement. By executing a signature page, each CONTRACTOR becomes a signatory to this Agreement, and agrees that it is party to this Agreement with the COUNTY and is bound by its terms.

C. Each CONTRACTOR agrees to provide all labor, materials and equipment to perform pre-employment polygraph services and polygraph services for other investigations for the

1 Sheriff's Office and Probation Department when requested by a COUNTY Department. Nothing herein is
2 intended nor shall it be construed as creating an exclusive arrangement with each of the
3 CONTRACTORS. This Agreement shall not restrict the COUNTY from obtaining these same or like
4 goods and/or services from other entities or sources.

5 D. All equipment provided by the CONTRACTOR must be guaranteed to operate in
6 accordance with acceptable current industry standards of the United States. Lists of CONTRACTOR
7 provided equipment shall be attached hereto as Exhibits D1-5 and incorporated herein by this reference.

8 E. The CONTRACTOR will schedule and complete the polygraph examination within
9 five (5) working days or less of a request from a COUNTY Department. Special or emergency requests
10 for polygraph examinations shall be scheduled and completed within forty-eight (48) hours or less of a
11 request from a COUNTY Department. The CONTRACTOR will conduct exams at the Sheriff's Office
12 and Probation Department or other locations within Fresno County approved by the COUNTY
13 Department(s) requesting the exam(s). Costs of travel are included in the Polygraph Examination Fee (as
14 defined below).

15 F. After conducting the polygraph exam, the CONTRACTOR will provide the
16 COUNTY Department with a report within three (3) days. The CONTRACTOR shall highlight areas of
17 concern in the report. The CONTRACTOR will submit the report as a pdf to the Sheriff's HR Lieutenant
18 of the Sheriff's Office at HumanResources@fresnosheriff.org and to the Chief Probation Officer of Probation
19 Department at jaxiog@fresnocountyca.gov and moisesmendez@fresnocountyca.gov via encrypted email.
20 All reports and related work product will belong to the COUNTY and the relevant COUNTY Department
21 that requested the polygraph examination.

22 G. The CONTRACTOR shall adhere to the established ethics, standards and
23 practices of the American Polygraph Association ("APA"), the California Association of Polygraph
24 Examiners ("CAPE"), or the National Polygraph Association ("NPA"). Within five (5) days of executing
25 the Agreement, the CONTRACTOR shall submit a letter designating which polygraph association (APA,
26 CAPE or NPA) its examinations, activities, reports, and work product will adhere to during the term of
27 this Agreement to the Sheriff's HR Lieutenant of the Sheriff's Office at
28 HumanResources@fresnosheriff.org and to the Chief Probation Officer of Probation Department at

1 jaxiong@fresnocountyca.gov and moisesmendoza@fresnocountyca.gov. If the CONTRACTOR wishes to
2 change this designation, the CONTRACTOR shall submit a letter outlining the change to the Sheriff HR
3 Lieutenant of the Sheriff's Office at HumanResources@fresnosheriff.org and to the Chief Probation Officer
4 of Probation Department at jaxiong@fresnocountyca.gov and moisesmendoza@fresnocountyca.gov at
5 least fifteen (15) working days before the change.

6 H. All examinations and questionnaires must meet American Disability Act standards
7 and free from any form of unlawful discrimination.

8 I. Each polygraph examiner of the CONTRACTOR shall have the following
9 qualifications:

10 i. Five (5) years of experience as a polygraph examiner conducting pre-employment
11 testing in the field of law enforcement.

12 ii. A graduate from an accredited American Polygraph Association Polygraph
13 School.

14 iii. Must be a member of at least one of the following associations:

- 15 1. APA
- 16 2. CAPE
- 17 3. NPA

18 2. TERM:

19 The term of this Agreement shall be for a period of three (3) years, commencing on the 15th day of
20 January 2021 ("Effective Date") through and including the 14th day of January 2024. In connection with
21 each CONTRACTOR, this Agreement may be extended for two (2) additional consecutive twelve (12)
22 month periods upon written approval of the COUNTY and the CONTRACTOR no later than thirty (30) days
23 prior to the first day of the next twelve (12) month extension period. The Sheriff or her or his designee is
24 authorized to execute such written approval on behalf of the COUNTY based on the CONTRACTOR's
25 satisfactory performance.

26 3. TERMINATION:

27 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
28 be provided hereunder, are contingent on the approval of funds by the appropriating government

1 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
2 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
3 notice.

4 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
5 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 6 1) An illegal or improper use of funds;
- 7 2) A failure to comply with any term of this Agreement;
- 8 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
11 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
12 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
13 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
14 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
15 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
16 any such funds upon demand.

17 C. Without Cause - Under circumstances other than those set forth above, this
18 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
19 intention to terminate to CONTRACTOR. In the event of such termination, the CONTRACTOR shall be paid
20 for satisfactory services or supplies provided up until the date of termination.

21 D. In the event that the COUNTY terminates this Agreement as to one or more
22 CONTRACTOR(S), this Agreement shall stay in full force and effect as to the remaining CONTRACTORS.
23 Termination of one or more CONTRACTOR(S) from this Agreement shall not terminate the Agreement as
24 to the remaining CONTRACTORS. The Sheriff, or his or her designee, or the Chief Probation Officer, or
25 his or her designee, reserve the right to apply this Section 3 (D).

26 4. COMPENSATION/INVOICING: The COUNTY agrees to pay each CONTRACTOR and
27 each CONTRACTOR agrees to receive compensation according to the rate per polygraph examination
28 ("Polygraph Examination Fee") listed in the Polygraph Examination Fee Schedules attached hereto as

1 Exhibits E 1-5 and incorporated herein by this reference. No Polygraph Examination Fee shall be charged
2 by the CONTRACTOR, and the COUNTY and the COUNTY Departments shall owe nothing to the
3 CONTRACTOR, in the event that a job applicant or a person scheduled to be tested fails to appear on the
4 date and time set for his or her polygraph exam. The CONTRACTOR shall submit monthly invoices in
5 triplicate to the County of Fresno Sheriff's Office or the Probation Department.

6 In no event shall total services performed under this Agreement be in excess of Seven Hundred
7 and Five Thousand and no/100 (\$705,000) during the term of this Agreement. It is understood that all
8 expenses incidental to the CONTRACTOR's performance of services under this Agreement shall be
9 borne by the CONTRACTOR.

10 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
11 assumed by the CONTRACTOR under this Agreement, it is mutually understood and agreed that the
12 CONTRACTOR, including any and all of the CONTRACTOR's officers, agents, and employees will at all
13 times be acting and performing as an independent contractor, and shall act in an independent capacity and
14 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
15 Furthermore, the COUNTY shall have no right to control or supervise or direct the manner or method by
16 which the CONTRACTOR shall perform its work and function. However, the COUNTY shall retain the right
17 to administer this Agreement so as to verify that the CONTRACTOR is performing its obligations in
18 accordance with the terms and conditions hereof.

19 The CONTRACTOR and the COUNTY shall comply with all applicable provisions of law and the
20 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
21 thereof.

22 Because of its status as an independent contractor, the CONTRACTOR shall have absolutely no
23 right to employment rights and benefits available to COUNTY employees. The CONTRACTOR shall be
24 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee
25 benefits. In addition, the CONTRACTOR shall be solely responsible and save the COUNTY harmless
26 from all matters relating to payment of the CONTRACTOR's employees, including compliance with
27 Social Security withholding and all other regulations governing such matters. It is acknowledged that
28 during the term of this Agreement, the CONTRACTOR may be providing services to others unrelated to

1 the COUNTY or to this Agreement.

2 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
3 written consent of all the parties without, in any way, affecting the remainder.

4 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
5 nor their rights or duties under this Agreement without the prior written consent of the other party.

6 8. HOLD HARMLESS: The CONTRACTOR agrees to indemnify, save, hold harmless, and at
7 the COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
8 and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
9 resulting to the COUNTY in connection with the performance, or failure to perform, by the CONTRACTOR,
10 its officers, agents, or employees under this Agreement, and from any and all costs and expenses
11 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
12 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
13 the CONTRACTOR, its officers, agents, or employees under this Agreement. The CONTRACTOR agrees
14 to indemnify, save, hold harmless, and at the COUNTY'S request, defend the COUNTY, its officers,
15 agents, and employees from any and all costs and expenses (including attorney's fees and costs),
16 damages, liabilities, claims, and losses, fees, regulatory fines and penalties, and forms of legal action
17 involving any Security Breach or cyber risks, occurring or resulting to the COUNTY in connection with
18 the performance, or failure to perform, by the CONTRACTOR, its officers, agents, or employees under
19 this Agreement, and from any and all costs and expenses (including attorney's fees and costs),
20 damages, liabilities, claims, and losses, fees, regulatory fines and penalties, and forms of legal action
21 involving any Security Breach or cyber risks, occurring or resulting to any person, firm, or corporation
22 who may be injured or damaged by the performance, or failure to perform, of the CONTRACTOR, its
23 officers, agents, or employees under this Agreement.

24 9. INSURANCE:

25 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
26 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
27 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
28 Joint Powers Agreement (JPA) throughout the term of the Agreement:

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
10 used in connection with this Agreement.

11 C. Professional Liability

12 If the CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
13 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
14 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CONTRACTOR
15 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years
16 following the termination of this Agreement, one or more policies of professional liability insurance with
17 limits of coverage as specified herein.

18 D. Worker's Compensation

19 A policy of Worker's Compensation insurance as may be required by the California Labor
20 Code.

21 E. Cyber liability

22 Cyber Liability Insurance, with limits not less than Two Million Dollars (\$2,000,000) per
23 occurrence or claim, Two Million Dollars (\$2,000,000) annual aggregate. Coverage shall be sufficiently
24 broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this
25 Agreement and shall include, but not be limited to, claims involving infringement of intellectual property,
26 including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy
27 violations, information theft, damage to or destruction of electronic information, release of private
28 information, alteration of electronic information, extortion and network security. The policy shall provide

1 coverage for breach response costs as well as regulatory fines and penalties as well as credit
2 monitoring expenses with limits sufficient to respond to these obligations.

3 For purposes of the cyber liability insurance required under this Agreement, "cyber risks"
4 include, but are not limited to, (i) security breaches, which include disclosure of, whether intentional or
5 unintentional, information provided by the COUNTY or Confidential Information; (ii) breach of any of the
6 CONTRACTOR's obligations under this Agreement relating to data security, protection, preservation,
7 usage, storage, transmission, and the like; (iii) infringement of intellectual property including, but not limited
8 to, infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including any release of
9 private information; (v) information theft by any person or entity, whatsoever; (vi) damage to, destruction of,
10 or alteration of electronic information; (vii) extortion related to the CONTRACTOR's obligations under this
11 Agreement regarding electronic information, including information provided by the COUNTY, information
12 provided by or obtained from any person examined or person questioned, Confidential Information, or
13 personal-identifying information relating to any person; (viii) network security; (ix) data breach response
14 costs, including security breach response costs; (x) regulatory fines and penalties related to the
15 CONTRACTOR's obligations under this Agreement regarding electronic information, including information
16 provided by the COUNTY, information provided by or obtained from an examinee or person questioned, or
17 personal-identifying information relating to any examinee or person questioned; and (xi) credit monitoring
18 expenses.

19 Additional Requirements Relating to Insurance

20 The CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
21 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
22 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
23 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
24 by the COUNTY, its officers, agents and employees shall be excess only and not contributing with
25 insurance provided under the CONTRACTOR's policies herein. This insurance shall not be cancelled or
26 changed without a minimum of thirty (30) days advance written notice given to the COUNTY.

27 The CONTRACTOR hereby waives its right to recover from the COUNTY, its officers, agents, and
28 employees any amounts paid by the policy of worker's compensation insurance required by this

1 Agreement. The CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
2 be necessary to accomplish such waiver of subrogation, but the CONTRACTOR's waiver of subrogation
3 under this paragraph is effective whether or not the CONTRACTOR obtains such an endorsement.

4 Within thirty (30) days from the date the CONTRACTOR signs and executes this Agreement, the
5 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
6 foregoing policies, as required herein, to the County of Fresno, (Attn: Sheriff's Business Office, 2200 Fresno
7 Street CA 93721), stating that such insurance coverage have been obtained and are in full force; that the
8 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
9 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
10 and employees, individually and collectively, as additional insured, but only insofar as the operations under
11 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
12 and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and
13 employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR's
14 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
15 days advance, written notice given to the COUNTY.

16 In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein
17 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
18 Agreement upon the occurrence of such event.

19 All policies shall be issued by admitted insurers licensed to do business in the State of California,
20 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
21 FSC VII or better.

22 10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
23 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
24 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
25 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
26 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

27 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
28 the examination and audit of the Auditor General for a period of three (3) years after final payment under

1 contract (Government Code Section 8546.7).

2 11. NOTICES: The persons and their addresses having authority to give and receive notices
3 under this Agreement include the following:

4 COUNTY
5 COUNTY OF FRESNO Sheriff's Office
6 Attn: Business Office
7 2200 Fresno Street
8 Fresno, CA 93721

CONTRACTOR
Addresses are listed in Exhibits C1-5
attached hereto and incorporated
herein by this reference

9 COUNTY OF FRESNO Probation
10 Attn: Business Office
11 3333 American Avenue, Suite B
12 Fresno, CA 93725

13 All notices between the COUNTY and the CONTRACTOR provided for or permitted under this
14 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
15 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
16 personal service is effective upon service to the recipient. A notice delivered by first-class United States
17 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
18 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
19 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
20 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
21 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
22 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
23 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
24 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
25 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
26 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
27 beginning with section 810).

28 12. CONFIDENTIALITY:

A. Definitions

1 i. "Authorized Persons" means the CONTRACTOR's employees or owners
2 who have access to Confidential Information.

3 ii. "Disclose" or any derivative thereof means to disclose, release, transfer,
4 disseminate, or otherwise provide access to or communicate all or any part of any Confidential Information
5 orally, in writing, or by electronic or any other means to any person.

6 iii. "Confidential Information" means any and all information, including any data,
7 provided, or to which access is provided, to the CONTRACTOR by or upon the authorization of the
8 COUNTY, under this Agreement that: (a) identifies, describes, or relates to, or is associated with, or is
9 capable of being used to identify, describe, or relate to, or associate with, a person (including, without
10 limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses,
11 education, financial matters, employment history, and other unique identifiers, as well as statements made
12 by or attributable to the person); (b) is used or is capable of being used to authenticate a person (including,
13 without limitation, employee identification numbers, government-issued identification numbers, passwords
14 or personal identification numbers (PINs), financial account numbers, credit report information, answers to
15 security questions, and other personal identifiers); (c) is contained in any report produced by the
16 CONTRACTOR or any work product of the CONTRACTOR; (d) is obtained during any polygraph
17 examination, from pre-examination questionnaires, or from any activities conducted under the Agreement;
18 or (e) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or
19 1798.80, subdivision (e).

20 iv. "Privacy Practices Complaint" means a complaint received by the COUNTY
21 relating to the CONTRACTOR's (or any Authorized Person's) privacy practices, or alleging a Security
22 Breach.

23 v. "Security Safeguards" means physical, technical, administrative or
24 organizational security procedures and practices put in place by the CONTRACTOR (or any Authorized
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1 Persons) that relate to the protection of the security, confidentiality, value, or integrity of Confidential
2 Information. Security Safeguards shall satisfy the minimal requirements set forth in this Section 12.

3 vi. "Security Breach" means (a) any act or omission that compromises either the
4 security, confidentiality, value, or integrity of any Confidential Information or the Security Safeguards, or (b)
5 any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or
6 damage to, any Confidential Information.

7 vii. "Use" or any derivative thereof means to receive, acquire, collect, apply,
8 manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Confidential
9 Information.
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11 B. The CONTRACTOR is aware of the sensitive nature of the Confidential
12 Information that the CONTRACTOR may encounter or have access to.

13 C. The CONTRACTOR acknowledges that, in the course of its engagement by the
14 COUNTY under this Agreement, the CONTRACTOR, or any Authorized Persons, may Use Confidential
15 Information only as permitted herein.

16 D. The CONTRACTOR agrees and covenants in favor of the COUNTY that the
17 CONTRACTOR shall: (i) keep and maintain all Confidential Information in strict confidence, using such
18 degree of care under this Section 12 as is reasonable and appropriate to avoid a Security Breach; (ii)
19 Use Confidential Information exclusively for the purposes for which the Confidential Information is made
20 accessible to the CONTRACTOR; (iii) not Use, Disclose, sell, rent, license, or otherwise make available
21 Confidential Information for the CONTRACTOR's own purposes or for the benefit of anyone other than
22 the COUNTY, without the COUNTY's express prior written consent, which the COUNTY may give or
23 withhold in its sole and absolute discretion; (iv) protect any and all Confidential Information from any
24 manner of observance, whatsoever, by or to any person not specifically and explicitly identified and
25 authorized by the COUNTY or its designee; and (v) not, directly or indirectly, Disclose Confidential
26 Information to any person other than person or persons not specifically and explicitly identified or
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1 authorized by the COUNTY or its designee pursuant to this Agreement, without the Sheriff's Office or
2 Probation Department's express prior written consent.

3 E. The CONTRACTOR shall remain liable to the COUNTY for the actions and
4 omissions of any unauthorized third party concerning its Use of such Confidential Information as if they
5 were the CONTRACTOR's own actions and omissions.

6 F. The CONTRACTOR covenants, represents and warrants to the COUNTY that the
7 CONTRACTOR's Use of Confidential Information under this Agreement does and shall at all times
8 comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other
9 applicable regulations and directives.

10 G. The CONTRACTOR covenants, represents and warrants to the COUNTY that, as
11 of the Effective Date of this Agreement, the CONTRACTOR has not received notice of any violation of
12 any privacy or data protection laws, as well as any other applicable regulations or directives, and is not
13 the subject of any pending legal action or investigation by, any government regulatory authority
14 regarding same.

15 H. Without limiting the CONTRACTOR's obligations under this Section 12, the
16 CONTRACTOR's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted
17 industry practices and, at a minimum, include the following: (i) limiting Use of Confidential Information
18 strictly to the CONTRACTOR's technical, polygraph examiners and administrative personnel and
19 Authorized Persons who are necessary for the CONTRACTOR's Use of the Confidential Information
20 pursuant to this Agreement; (ii) to the extent that they contain or provide access to Confidential
21 Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and
22 computing equipment, operating systems, and software applications, including, but not limited to, all
23 mobile devices and other equipment, operating systems, and software applications with information
24 storage capability; (b) employing adequate controls and data security measures, both internally and
25 externally, to protect (1) the Confidential Information from potential loss or misappropriation, or
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1 unauthorized Use, and (2) the COUNTY's operations from disruption and abuse; (c) having and
2 maintaining network, device application, database and platform security; and (d) maintaining
3 authentication and access controls within media, computing equipment, operating systems, and
4 software applications; (iii) encrypting all Confidential Information; and (iv) providing appropriate privacy
5 and information security training to Authorized Persons.

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7 I. Immediately upon the CONTRACTOR's awareness or reasonable belief of a
8 Security Breach or that Confidential Information is at risk of being observed or disclosed to or by a
9 person or persons not specifically and explicitly identified or authorized by the COUNTY, the
10 CONTRACTOR shall (a) notify the Sheriff's Office and Probation Department of the Security Breach,
11 such notice to be given first by telephone at the following telephone number, followed promptly
12 thereafter by email at the following email address: Sheriff's Office (559) 600-8500 /
13 HumanResource@fresnosheriff.org and Probation Department (559) 600-1301/
14 jaxiong@fresnocountyca.gov and moisesmendoza@fresnocountyca.gov (which telephone number and
15 email address the COUNTY may update by providing notice thereof to the CONTRACTOR), and (b)
16 preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant
17 evidence) relating to the Security Breach. The notification shall include, to the extent reasonably
18 possible, the identification of each type and the extent of Confidential Information that has been, or is
19 reasonably believed to have been, breached, including but not limited to, compromised, or subjected to
20 unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

21
22 Immediately following the CONTRACTOR's notification to the COUNTY of a Security Breach, as
23 provided pursuant to this Section 12, the parties shall coordinate with each other to investigate the
24 Security Breach. The CONTRACTOR agrees to fully cooperate with the COUNTY, including, without
25 limitation: (i) assisting the COUNTY in conducting any investigation; (ii) providing the COUNTY with
26 physical access to the facilities and operations affected; (iii) facilitating interviews with Authorized
27 Persons and any of the CONTRACTOR's other employees knowledgeable of the matter; and (iv)
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1 making available all relevant records, logs, files, data reporting and other materials required to comply
2 with applicable law, regulation, industry standards, or as otherwise reasonably required by the
3 COUNTY. To that end, the CONTRACTOR shall, with respect to a Security Breach, be solely
4 responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably
5 necessary by the COUNTY, and the CONTRACTOR shall provide a written report of the investigation
6 and reporting required to the Sheriff's Office and the Probation Department within thirty (30) days after
7 the CONTRACTOR's discovery of the Security Breach.
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9 The CONTRACTOR shall take prompt corrective action to respond to and remedy any Security
10 Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the
11 Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at
12 the CONTRACTOR's sole expense, in accordance with applicable privacy rights, laws, regulations and
13 standards. The CONTRACTOR shall reimburse the COUNTY for all reasonable costs incurred by the
14 COUNTY in responding to, and mitigating damages caused by, any Security Breach, including all costs
15 of the COUNTY incurred relation to any litigation or other action described in this Section 12.
16

17 The CONTRACTOR agrees to cooperate, at its sole expense, with the COUNTY in any litigation
18 or other action to protect the COUNTY's rights relating to Confidential Information, including the rights of
19 persons from whom the COUNTY receives Confidential Information.

20 J. The CONTRACTOR shall have and maintain a written information security policy
21 that specifies Security Safeguards appropriate to the size and complexity of the CONTRACTOR's
22 operations and the nature and scope of its activities.

23 The CONTRACTOR shall ensure that all of its employees, subcontractors, representatives,
24 agents, outsourcers, and consultants, and providers of professional services to the CONTRACTOR
25 (who have access to Confidential Information and are bound by law or in writing by confidentiality
26 obligations to protect Confidential Information in accordance with the terms of this Section 12, herein)
27 who Use Confidential Information agree to the same restrictions and conditions in this Section 12 that
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1 apply to the CONTRACTOR with respect to such Confidential Information by incorporating the relevant
2 provisions of these provisions into a valid and binding written agreement between the CONTRACTOR
3 and such persons or entities, or amending any written agreements to provide same.

4 K. Upon the termination of this Agreement, the CONTRACTOR shall promptly return
5 to the COUNTY all Confidential Information, whether in written, electronic or other form or media, in its
6 possession, in a form used by the COUNTY at the time of such return, or upon the express prior written
7 consent of the Sheriff's Office and Probation Department, securely destroy all such Confidential
8 Information, and certify in writing to the COUNTY that such Confidential Information have been returned
9 to the COUNTY or disposed of securely, as applicable. If the CONTRACTOR disposes of any such
10 Confidential Information, as provided herein, such certification shall state the date, time, and manner
11 (including standard) of disposal and by whom, specifying the title of the individual. The CONTRACTOR
12 shall comply with all reasonable directions provided by the Sheriff's Office and Probation Department
13 with respect to the return or disposal of Confidential Information and copies thereof. If return or disposal
14 of such Confidential Information or copies thereof is not feasible, the CONTRACTOR shall notify the
15 COUNTY accordingly, specifying the reason, and continue to extend the protections of this Section 12 to
16 all such Confidential Information and copies thereof. The CONTRACTOR shall not retain any copy of
17 any Confidential Information after returning or disposing of Confidential Information as required by this
18 Section 12. The CONTRACTOR's obligations under this Section 12 survive the termination of this
19 Agreement and apply to all Confidential Information that the CONTRACTOR retains if return or disposal
20 is not feasible and to all Confidential Information that the CONTRACTOR may later discover.

23 L. The CONTRACTOR acknowledges that any breach of its covenants or obligations
24 set forth in this Section 12 may cause the COUNTY irreparable harm for which monetary damages
25 would not be adequate compensation and agrees that, in the event of such breach or threatened
26 breach, the COUNTY is entitled to seek equitable relief, including a restraining order, injunctive relief,
27 specific performance and any other relief that may be available from any court, in addition to any other
28

1 remedy to which the COUNTY may be entitled at law or in equity. Such remedies shall not be deemed
2 to be exclusive but shall be in addition to all other remedies available to the COUNTY at law or in equity
3 or under this Agreement.

4 M. This Section 12 is not intended, nor does it attempt to, modify or prevent any
5 disclosures that are compelled by law or valid court order. In any case in which the CONTRACTOR
6 believes it is required to disclose Confidential Information to government regulatory authorities, or
7 pursuant to a legal proceeding, or otherwise as may be required by applicable law, the CONTRACTOR
8 shall (i) immediately notify the COUNTY of the specific demand for, and legal authority for the
9 disclosure, including providing the COUNTY with a copy of any notice, discovery demand, subpoena, or
10 order, as applicable, received by the CONTRACTOR, or any Authorized Person, from any government
11 regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the COUNTY before
12 such Confidential Information is offered by the CONTRACTOR for such disclosure so that the COUNTY
13 may have sufficient time to obtain a court order or take any other action the COUNTY may deem
14 necessary to protect the Confidential Information from such disclosure, and the CONTRACTOR shall
15 cooperate with the COUNTY to minimize the scope of such disclosure of such Confidential Information.

16 All services performed by the CONTRACTOR under this Agreement shall be in strict conformance with
17 all applicable Federal, State of California and local laws and regulations relating to confidentiality.

18 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
19 only be in Fresno County, California.

20 The rights and obligations of the parties and all interpretation and performance of this Agreement
21 shall be governed in all respects by the laws of the State of California.

22 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

23 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
24 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
25 to operate as a corporation.

26 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
27

1 that they are a party to while CONTRACTOR is providing goods or performing services under this
2 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
3 and in which one or more of its directors has a material financial interest. Members of the Board of
4 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
5 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by this
6 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
7 immediately thereafter.

8 15. COVID-19: The CONTRACTOR and its employees shall follow all applicable federal, State
9 of California, COUNTY, and local laws, orders, ordinances, and regulations pertaining to and the COUNTY
10 Departments' guidelines for COVID-19, as amended from time, and follow all directions of the staff at the
11 COUNTY Departments.

12 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
13 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
14 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
15 understanding of any nature whatsoever unless expressly included in this Agreement.

16 17. AUTHORITY TO EXECUTE: The person or persons executing this Agreement on behalf of
17 the CONTRACTOR represents and warrants that he/she/they has/have the authority to so execute this
18 AGREEMENT and to bind the CONTRACTOR to the performance of its obligations hereunder.

19 18. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each
20 of which shall be deemed an original, but all of which together shall constitute one and the same
21 Agreement, binding on the parties according to its terms and conditions.

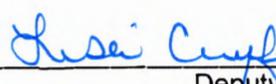
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 COUNTY OF FRESNO

5
6 
7 _____
8 Steve Brandau, Chairman of the Board of
9 Supervisors of the County of Fresno

10
11 **ATTEST:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15
16 By: 
17 _____
18 Deputy

19 **FOR ACCOUNTING USE ONLY:**

20 Fund: 0001

21 Subclass: 10000

22 ORG: 31112415 and 34309999

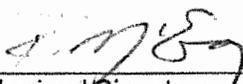
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By executing this signature page, the CONTRACTOR becomes a signatory to the Agreement dated Jan. 12, 2021 and agrees that it is a party to the Agreement with the COUNTY and is bound by its terms.

CONTRACTOR

Applied Polygraph, LLC


Authorized Signature

REX McEVY OWNER
Printed Name and Title

Authorized Signature

Printed Name and Title

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By executing this signature page, the CONTRACTOR becomes a signatory to the Agreement dated Jan. 12, 2021 and agrees that it is a party to the Agreement with the COUNTY and is bound by its terms.

CONTRACTOR

Dale Drummond Polygraph Services


Authorized Signature

DALE B DRUMMOND JR OWNER
Printed Name and Title

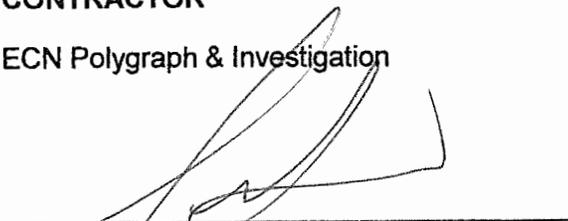
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N/A
Printed Name and Title

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By executing this signature page, the CONTRACTOR becomes a signatory to the Agreement dated Jan. 12, 2021 and agrees that it is a party to the Agreement with the COUNTY and is bound by its terms.

CONTRACTOR
ECN Polygraph & Investigation



Authorized Signature



Printed Name and Title

Authorized Signature

Printed Name and Title

κ

1 By executing this signature page, the CONTRACTOR becomes a signatory to the
2 Agreement dated Jan. 12, 2021 and agrees that it is a party to the Agreement with the COUNTY and is
3 bound by its terms.

4
5 **CONTRACTOR**
6 Advanced Polygraph & Background Services LLC

7
8 

9 _____
Authorized Signature

10
11 **Mohamad Khatibloo / Partner**
12 _____
Printed Name and Title

13
14 _____
Authorized Signature

15
16 _____
Printed Name and Title

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1 By executing this signature page, the CONTRACTOR becomes a signatory to the
2 Agreement dated Jan. 12, 2021 and agrees that it is a party to the Agreement with the COUNTY and is
3 bound by its terms.

4

5 **CONTRACTOR**

6 Truth Verified Polygraph Services

7

8 *Elizabeth Schwarze-Zegolewska*

9 _____
Authorized Signature

10

11 Elizabeth Schwarze-Zegolewska

12 _____
Printed Name and Title

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14 _____
Authorized Signature

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16 _____
Printed Name and Title

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Exhibit A

List of Contractors

1. Applied Polygraph, LLC
2. Dale Drummond Polygraph Services
3. ECN Polygraph & Investigations
4. Advanced Polygraph & Background Services LLC
5. Truth Verified Polygraph Services

1 Exhibit B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
5 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must
6 disclose any self-dealing transactions that they are a party to while providing goods, performing
7 services, or both for the County. A self-dealing transaction is defined below:

8 "A self-dealing transaction means a transaction to which the corporation is a party and in which one
9 or more of its directors has a material financial interest"

10 The definition above will be utilized for purposes of completing this disclosure form.

11
12 INSTRUCTIONS

13 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

14 (2) Enter the board member's company/agency name and address.

15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the
16 County. At a minimum, include a description of the following:

- 17
- 18 a. The name of the agency/company with which the corporation has the transaction; and
 - 19 b. The nature of the material financial interest in the Corporation's transaction that the
20 board member has.

21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
22 provisions of the Corporations Code.

23 Form must be signed by the board member that is involved in the self-dealing transaction described in
24 Sections (3) and (4).

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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
<i>DOES NOT APPLY</i>			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:	<i>[Handwritten Signature]</i>	Date:	<i>12/17/2020</i>

1 Exhibit B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
4 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must
5 disclose any self-dealing transactions that they are a party to while providing goods, performing
6 services, or both for the County. A self-dealing transaction is defined below:
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8 "A self-dealing transaction means a transaction to which the corporation is a party and in which one
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15 County. At a minimum, include a description of the following:

16 a. The name of the agency/company with which the corporation has the transaction; and

17 b. The nature of the material financial interest in the Corporation's transaction that the
18 board member has.

19 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
20 provisions of the Corporations Code.

21 Form must be signed by the board member that is involved in the self-dealing transaction described in
22 Sections (3) and (4).
23

24 N/A CONTRACTOR IS NOT
25 OPERATING AS A CORPORATION.
26
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1 Exhibit B

2
3 SELF-DEALING TRANSACTION DISCLOSURE FORM

4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
5 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must
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12 INSTRUCTIONS

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14 (2) Enter the board member's company/agency name and address.

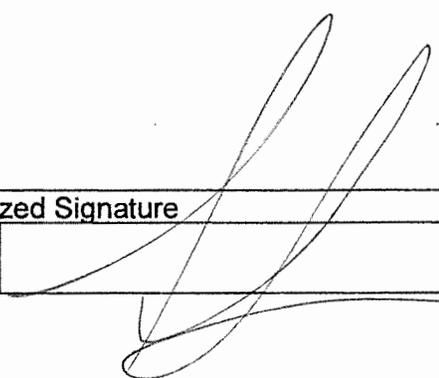
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- 18 a. The name of the agency/company with which the corporation has the transaction; and
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21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
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23 Form must be signed by the board member that is involved in the self-dealing transaction described in
24 Sections (3) and (4).

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(1) Company Board Member Information:		
Name:	N/A	Date:
Job Title:		
(2) Company/Agency Name and Address:		
N/A		
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):		
N/A		
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):		
N/A		
(5) Authorized Signature		
Signature:		Date: 12/7/20

1 Exhibit B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
4 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must
5 disclose any self-dealing transactions that they are a party to while providing goods, performing
6 services, or both for the County. A self-dealing transaction is defined below:
7

8 "A self-dealing transaction means a transaction to which the corporation is a party and in which one
9 or more of its directors has a material financial interest"

10 The definition above will be utilized for purposes of completing this disclosure form.

11
12 INSTRUCTIONS

13 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

14 (2) Enter the board member's company/agency name and address.

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17 a. The name of the agency/company with which the corporation has the transaction; and

18 b. The nature of the material financial interest in the Corporation's transaction that the
19 board member has.

20 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
21 provisions of the Corporations Code.

22 Form must be signed by the board member that is involved in the self-dealing transaction described in
23 Sections (3) and (4).
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(1) Company Board Member Information:

Name:	Mohamad Khatibloo	Date:	12/17/20
Job Title:	Partner		

(2) Company/Agency Name and Address:

Advanced Polygraph and Background Services
 22600 Savi Ranch Parkway
 A13
 Yorba Linda, Ca 92887

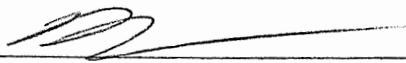
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

N/A - we have no relationship with Fresno County besides this RFP

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

N/A

(5) Authorized Signature

Signature:		Date:	12/17/20
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1 Exhibit B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
5 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must
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18 b. The nature of the material financial interest in the Corporation's transaction that the
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20 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
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22 Form must be signed by the board member that is involved in the self-dealing transaction described in
23 Sections (3) and (4).

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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:	<i>Elizabeth Schwarze-Zegolewska</i>	Date:	12/17/2020

Exhibit C-1

Address of Applied Polygraph, LLC

Applied Polygraph
9454 Wilshire Bl #650
Beverly Hills, CA 90212

310 927-7236

RMCEVOY@APPLIEDPOLYGRAPH.COM

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Exhibit C-2

Address of Dale Drummond Polygraph Services

Dale Drummond Polygraph Services

Attn: _____

12515 Sunnyglen Dr.
Moorpark, CA 93021

CELL: 805-217-4823

EMAIL: daledrummondpolygraphservices@gmail.com

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Exhibit C-3

Address of ECN Polygraph & Investigations

ECN Polygraph & Investigations

Attn: ECN Polygraph & Invest.

P.O. Box 438

Selma, CA 93662

PA# (559)225-0586

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Exhibit C-4

Address of Advanced Polygraph & Background Services LLC

Advanced Polygraph & Background Services LLC

Attn: _____

Mohamad Khatibloo
Advanced Polygraph and Background Services
Subsidiary of Vollmer Institute
22600 Savi Ranch Parkway
A13
Yorba Linda, Ca 92887
Phone: (855) 999-9590
Email: inquire@vollmerinstitute.com
website: www.vollmerinstitute.com

Exhibit C-5

Address of Truth Verified Polygraph Services

Truth Verified Polygraph Services

Attn: Elizabeth Schwarze-Zegolewska

657 S Cochran Ave 404

Los Angeles CA 90036

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Exhibit D-1

Equipment List of Applied Polygraph, LLC

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Laptop computer

Lafayette model LX6 polygraph instrument

Sensor components: Pnuemograph tubes, Electrodermal sensor,
Cardio cuff, Oximeter (PLE)

Seat, armrest and feet movement sensors

Masseter headset with movement sensor

Video camera

Portable polygraph chair

Portable printer

Hand sanitizer and disinfecting wipes

Exhibit D-2

Equipment List of Dale Drummond Polygraph Services

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Lafayette Instruments LX4000 Computerized Polygraph

Data Collection Device

Blood Pressure Cuff

Pneumo Chest (X2)

Electro Dermal Activity devices (EDA Snap Finger Electrodes or Disposable EDA Electrodes)

Photoelectric Plethysmograph (PLE/PPG)

Activity Sensors (Seat and feet pads)

Exhibit D-3

Equipment List of ECN Polygraph & Investigations

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Lafayette LX 5000 polygraph instrument

Exhibit D-4

Equipment List of Advanced Polygraph & Background Services LLC

Lafayette - Models: 4000, 5000 and 6000 (1 of each)

LX6-S

Blood pressure cuff

Seat pad

PLE / Pulse Rate

EDA / perspiration response

Limestone - Paragon instrument (2 of this instrument)

Blood pressure cuff

Seat pad

PLE - Pulse rate detector

EDA / perspiration response

Pneumos

1 Exhibit D-5

2 Equipment List of Truth Verified Polygraph Services

3
4 LX5000 POLYGRAPH SYSTEM

5 LX5000 Polygraph Data Acquisition System

6 LXSoftware Bundle with OSS, and APL's

7 PolyScore Scoring Algorithm

8 Activity Sensor

9 Pneumo Chest Assembly, Silver

10 Pneumo Chest Assembly, Blue

11 Repositionable/Disposable with 2 Reusable Snap EDA Electrodes

12 Standard Blood Pressure Cuff Pump Bulb w/ Gauge

13
14
15 CUSHIONED PORTABLE SUBJECT'S CHAIR

16 CONVENTIONAL POLYGRAPH ACCESSORIES

17 7ft EDA Cable with Electrodes

18
19 Axciton Polygraph

20 3 24-bit data channels

21 Five Channel 24-bit Sensor Box & USB Cable

22 Advanced military Countermeasure Motion Sensor Pad

23 Latest Axciton Polygraph Software

24 CHART ANALYSIS® Computerized Polygraph Chart Scoring
25 Algorithm

26 Free access to Star analysis algorithm by email

27 Upper and Lower Pneumographs with extension chains, Cardio
28 Assembly with 1 Adult Cuff, GSR assembly, motion pad

1 Exhibit E-1

2 Polygraph Examination Fee Schedule of Applied Polygraph, LLC

3 The COUNTY agrees to pay Applied Polygraph, LLC, and Applied Polygraph, LLC agrees to receive
4 compensation as follows: Two Hundred Twenty-Five and no/100 Dollars (\$225.00) for the period of January
5 15, 2021 to January 14, 2022, Two Hundred Twenty-Five and no/100 Dollars (\$225) for the period of
6 January 15, 2022 to January 14, 2023, Two Hundred Thirty and no/100 Dollars (\$230) for the period of
7 January 15, 2023 to January 14, 2024, Two Hundred Thirty-Five and no/100 Dollars (\$235) for the period of
8 January 15, 2024 to January 14, 2025, Two Hundred Thirty-Five and no/100 Dollars (\$235) for the period of
9 January 15, 2025 to January 14, 2026.

10 These amounts are per Polygraph Examination.

Exhibit E-2

Polygraph Examination Fee Schedule of Dale Drummond Polygraph Services

The COUNTY agrees to pay Dale Drummond Polygraph Services, and Dale Drummond Polygraph Services agrees to receive compensation as follows: Two Hundred Twenty-Five and no/100 Dollars (\$225.00) for the period of January 15, 2021 to January 14, 2022, Two Hundred Twenty-Five and no/100 Dollars (\$225) for the period of January 15, 2022 to January 14, 2023, Two Hundred Thirty and no/100 Dollars (\$230) for the period of January 15, 2023 to January 14, 2024, Two Hundred Thirty-Five and no/100 Dollars (\$235) for the period of January 15, 2024 to January 14, 2025, Two Hundred Thirty-Five and no/100 Dollars (\$235) for the period of January 15, 2025 to January 14, 2026.

These amounts are per Polygraph Examination.

1 Exhibit E-3

2 Polygraph Examination Fee Schedule of ECN Polygraph & Investigations

3 The COUNTY agrees to pay ECN Polygraph & Investigations, and ECN Polygraph & Investigations agrees
4 to receive compensation as follows: Two Hundred Twenty-Five and no/100 Dollars (\$225) for the period of
5 January 15, 2021 to January 14, 2022, Two Hundred Thirty and no/100 Dollars (\$230) for the period of
6 January 15, 2022 to January 14, 2023, Two Hundred Thirty-Five and no/100 Dollars (\$235) for the period of
7 January 15, 2023 to January 14, 2024, Two Hundred Thirty-Five and no/100 Dollars (\$235) for the period of
8 January 15, 2024 to January 14, 2025, Two Hundred Thirty-Five and no/100 Dollars (\$235) for the period of
9 January 15, 2025 to January 14, 2026.

10 These amounts are per Polygraph Examination.

1 Exhibit E-4

2 Polygraph Examination Fee Schedule of Advanced Polygraph & Background Services LLC

3 The COUNTY agrees to pay Advanced Polygraph & Background Services LLC, and Advanced Polygraph
4 & Background Services LLC agrees to receive compensation as follows: Two Hundred Twenty and no/100
5 Dollars (\$220) for the period of January 15, 2021 to January 14, 2022, Two Hundred Twenty and no/100
6 Dollars (\$220) for the period of January 15, 2022 to January 14, 2023, Two Hundred Twenty-Five and
7 no/100 Dollars (\$225) for the period of January 15, 2023 to January 14, 2024, Two Hundred Thirty and
8 no/100 Dollars (\$230) for the period of January 15, 2024 to January 14, 2025, Two Hundred Thirty-Five and
9 no/100 Dollars (\$235) for the period of January 15, 2025 to January 14, 2026.

10 These amounts are per Polygraph Examination.

Exhibit E-5

Polygraph Examination Fee Schedule of Truth Verified Polygraph Services

The COUNTY agrees to pay Truth Verified Polygraph Services, and Truth Verified Polygraph Services agrees to receive compensation as follows: Two Hundred Ten and no/100 Dollars (\$210) for the period of January 15, 2021 to January 14, 2022, Two Hundred Ten and no/100 Dollars (\$210) for the period of January 15, 2022 to January 14, 2023, Two Hundred Fifteen and no/100 Dollars (\$215) for the period of January 15, 2023 to January 14, 2024, Two Hundred Twenty and no/100 Dollars (\$220) for the period of January 15, 2024 to January 14, 2025, Two Hundred Twenty-Five and no/100 Dollars (\$225) for the period of January 15, 2025 to January 14, 2026.

These amounts are per Polygraph Examination. Concur *EASZ*

Truth Verified Polygraph Services shall not charge the COUNTY for retests. Concur *EASZ*