

CONTRACT INFORMATION SHEET

DATE:

Contract No.: P-16-464-T Vendor Number: _____

Contract Title: Pre-Employment Name/Address: Applied Polygraph
Polygraph Services 9454 Wilshire Blvd, Ste 600
Beverly Hills, CA 90212

Contract Period: 7/13/16 - 6/30/19 Representative: _____

Using Agencies: Probation Phone No.: 310-927-7236
Sheriff & Dist Attny Email: rmcevoy@appliedpolygraph.com

Terms: N45

Total Contract Amt.: \$90,000.00

Buyer Name: Heather Stevens

Requisition No: 3431700023 Org: 34300600

Supersedes: _____

☒ NEW ☐ RENEWAL ☐ ADJUSTMENT

☐ TICK DATE _____ ☐ REFERENCE (RFQ# / RFP#) _____

DESCRIPTION: Perform pre-employment polygraph services.

SPECIAL INSTRUCTIONS: Three (3) year contract with no renewals.

DISTRIBUTION:	Completed By:	Date:	Completed By:	Date:
DEPARTMENT: Probation	_____	_____	_____	_____
Sheriff	_____	_____	_____	_____
District Attorney	_____	_____	_____	_____
REQUISITIONER:	_____	_____	_____	_____
	_____	_____	_____	_____

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of July, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Applied Polygraph, a Limited Liability Company under the laws of the State of California, whose address is 9454 Wilshire Boulevard, Suite 600, Beverly Hills, California, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY desires to obtain Pre-Employment Polygraph Testing Services for the Sheriff's Office, Probation Department, and District Attorney's Office (hereafter, sometimes referred to individually as "COUNTY Department" or collectively as "COUNTY Departments"); and

WHEREAS, CONTRACTOR is engaged in the business of furnishing such services and hereby represents that he/she is professionally capable of performing the services called for by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained, COUNTY and CONTRACTOR agree as follows:

I. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR agrees to provide all labor, materials and equipment to perform pre-employment polygraph services for Sheriff's Office, Probation, and District Attorney's Office when requested by a COUNTY Department. Nothing herein is intended nor shall it be construed as creating an exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from obtaining these same or like goods and/or services from other entities or sources.

1 B. All equipment provided by CONTRACTOR must be guaranteed to
2 operate in accordance with acceptable current industry standards.

3 C. CONTRACTOR will schedule and complete pre-employment exams
4 within five (5) working days or less from the date a request is received from a COUNTY
5 Department. CONTRACTOR will conduct exams at the Sheriff's Office, Probation
6 Department, District Attorney's Office, or other locations within Fresno County that are
7 approved by the COUNTY Department(s) requesting the exam(s).
8

9 E. CONTRACTOR shall adhere to the established ethics, standards and
10 practices of The American Polygraph Association (APA) or the California Association of
11 Polygraph Examiners (CAPE) or the National Polygraph Association (NPA).
12

13 2. TERM:

14 This Agreement shall become effective on the July 1, 2016 and shall terminate on
15 June 30, 2019, unless earlier terminated as set forth in Section 4 of this Agreement.
16

17 3. COMPENSATION RATE:

18 CONTRACTOR's sole compensation for performance of the services
19 rendered pursuant to this Agreement, including travel costs, will be a fee of One
20 Hundred Seventy Five and no/100 Dollars (\$175.00) for the period of July 1, 2016 to
21 January 14, 2017, One Hundred Ninety and no/100 Dollars (\$190) for the period of
22 January 15, 2017 to January 14, 2018, and Two Hundred and no/100 Dollars (\$200) for
23 the period of January 15, 2018 to June 30, 2019. The foregoing- amounts are per
24 Polygraph Examination ("Polygraph Examination Fee"). No Polygraph Examination Fee
25 shall be charged by CONTRACTOR, and COUNTY and COUNTY Departments shall owe
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1 nothing to CONTRACTOR, in the event that a job applicant fails to appear on the date
2 and time set for his or her pre-employment polygraph exam.

3 In no event shall services performed under this Agreement exceed Ninety
4 Thousand Dollars and No Cents (\$90,000) during the entire term of this Agreement.
5

6 4. TERMINATION:

7 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
8 be provided hereunder, are contingent on the approval of funds by the appropriating
9 government agency. Should sufficient funds not be allocated, the services provided may
10 be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty
11 (30) days advance written notice.
12

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

- 15 1) An illegal or improper use of funds;
16 2) A failure to comply with any term of this Agreement;
17 3) A substantially incorrect or incomplete report submitted to
18 the COUNTY;
19
20 4) Improperly performed service.

21 In no event shall any payment by the COUNTY constitute a waiver by the
22 COUNTY of any breach of this Agreement or any default which may then exist on the part
23 of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy
24 available to the COUNTY with respect to the breach or default. The COUNTY shall have
25 the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds
26 disbursed to the CONTRACTOR under this Agreement, which in the judgment of the
27 COUNTY were not expended in accordance with the terms of this Agreement. The
28

1 CONTRACTOR shall promptly refund any such funds upon demand.

2 C. Without Cause - Under circumstances other than those set forth above, this
3 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance
4 written notice of an intention to terminate to CONTRACTOR.
5

6 5. INVOICING:

7 CONTRACTOR will invoice the COUNTY monthly and in arrears for the
8 services provided under this Agreement. Invoices will include the itemized description
9 of services performed with contract billing price, purchase order/contract number,
10 date of service, invoice number, billing period, and due. Invoices will be mailed to the
11 County Department that requested the services at the addresses listed below:
12

13 Fresno County Sheriff's Office
14 Attn: Business Office
15 2200 Fresno Street, P.O. Box 1788
Fresno, CA 93721

16 Fresno County Probation
17 Attn: Business Office
18 3333 American Avenue, Suite B
Fresno, CA 93725

19
20 Fresno County District Attorney's Office
21 Attn: Business Office
22 2220 Tulare Street, Suite 1000
Fresno, CA 93721

23
24 Payments will be made to CONTRACTOR within 45 days of receipt and
25 verification of invoices.

26 Payments will be mailed to:

27 Applied Polygraph, LLC.
28 9454 Wilshire Boulevard, Suite 600
Beverly Hills, CA 90212
Email: RMcEvoy@AppliedPolygraph.com

1 Phone: (310) 927-7236

2 6. INSURANCE:

3 Without limiting the COUNTY's right to obtain indemnification from
4 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in
5 full force and effect the following insurance policies throughout the term of this
6 Agreement:
7

8 A. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than
10 One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two
11 Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis.
12 COUNTY may require specific coverage including completed operations, product
13 liability, and contractual liability, Explosion-Collapse-Underground, fire legal liability or
14 any other liability insurance deemed necessary because of the nature of the contract.
15

16 B. Automobile Liability

17 Comprehensive Automobile Liability Insurance with limits for bodily
18 injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five
19 Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not
20 less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single
21 limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned
22 and non-owned vehicles used in connection with this Agreement.
23

24 C. Professional Liability

25 If CONTRACTOR employs licensed professional staff, (e.g., R.N.,
26 L.C.S.W., M.F.C.C., lab phlebotomist) in providing services, Professional Liability
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28

1 Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence,
2 Three Million Dollars (\$3,00,000.00) annual aggregate.

3 D. Worker's Compensation

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

6
7 CONTRACTOR shall obtain endorsements to the Commercial General
8 Liability insurance naming the County of Fresno, its officers, agents, and employees,
9 individually and collectively, as additional insured, but only insofar as the operations
10 under this Agreement are concerned. Such coverage for additional insured shall apply
11 as primary insurance and any other insurance, or self-insurance, maintained by
12 COUNTY, its officers, agents and employees shall be excess only and not contributing
13 with insurance provided under CONTRACTOR's policies herein. This insurance shall not
14 be cancelled or changed without a minimum of thirty (30) days advance written notice
15 given to COUNTY.
16

17
18 Within Thirty (30) days from the date CONTRACTOR's signs this Agreement,
19 CONTRACTOR shall provide certificates of insurance and endorsement as stated above
20 for all of the foregoing policies, as required herein, to the County of Fresno, (Fresno
21 County Sheriff's Office, Business Office, 2200 Fresno Street, Fresno, CA 93721), stating
22 that such insurance coverages have been obtained and are in full force; that the
23 County of Fresno, its officers, agents and employees will not be responsible for any
24 premiums on the policies; that such Commercial General Liability insurance names the
25 County of Fresno, its officers, agents and employees, individually and collectively, as
26 additional insured, but only insofar as the operations under this Agreement are
27 concerned. Coverage for additional insured shall apply as primary insurance and any
28

1 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
2 employees, shall be excess only and not contributing with insurance provided under
3 CONTRACTOR's policies herein. This insurance shall not be cancelled or changed
4 without a minimum of thirty (30) days advance, written notice given to COUNTY.
5

6 In the event CONTRACTOR fails to keep in effect at all times insurance
7 coverage as herein provided, the COUNTY may, in addition to other remedies it may
8 have, suspend or terminate this Agreement upon the occurrence of such event.
9

10 All policies shall be with admitted insurers licensed to do business in the
11 State of California. Insurance purchased shall be purchased from companies
12 possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

13 7. INDEPENDENT CONTRACTOR:

14 In performance of the work, duties and obligations assumed by
15 CONTRACTOR under this Agreement, it is mutually understood and agreed that
16 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
17 employees will at all times be acting and performing as an independent contractor,
18 and shall act in an independent capacity and not as an officer, agent, servant,
19 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY
20 shall have no right to control or supervise or direct the manner or method by which
21 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the
22 right to administer this Agreement so as to verify that CONTRACTOR is performing its
23 obligations in accordance with the terms and conditions thereof.
24

25
26 CONTRACTOR and COUNTY shall comply with all applicable provisions of
27 law and the rules and regulations, if any, of governmental authorities having jurisdiction
28 over matters the subject thereof.

1 Because of its status as an independent contractor, CONTRACTOR shall
2 have absolutely no right to employment rights and benefits available to COUNTY
3 employees. CONTRACTOR shall be solely liable and responsible for providing to, or on
4 behalf of, its employees all legally-required employee benefits. In addition,
5 CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters
6 relating to payment of CONTRACTOR'S employees, including compliance with Social
7 Security withholding and all other regulations governing such matters. It is
8 acknowledged that during the term of this Agreement, CONTRACTOR may be
9 providing services to others unrelated to the COUNTY or to this Agreement.
10

11
12 8. MODIFICATION: Any matters of this Agreement may be modified from time
13 to time by the written consent of all the parties without, in any way, affecting the
14 remainder.

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

18 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless,
19 and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from
20 any and all costs and expenses, damages, liabilities, claims, and losses occurring or
21 resulting to COUNTY in connection with the performance, or failure to perform, by
22 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and
23 all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any
24 person, firm, or corporation who may be injured or damaged by the performance, or
25 failure to perform, of CONTRACTOR, its officers, agents, or employees under this
26 Agreement.

27 11. NOTICES:
28

1 Any notice required or intended to be given to either party under the
2 terms of this Agreement shall be in writing and shall be deemed to be duly given if
3 delivered personally or deposited into the United States mail, with postage prepaid,
4 addressed to the party to which notice is to be given at the party's address set forth
5 below or at such other address as the parties may from time to time designate by
6 written notice.
7

8 COUNTY OF FRESNO
9 Sheriff's Business Office
10 Business Office
11 2200 Fresno Street
12 Fresno, CA 93721

CONTRACTOR
Applied Polygraph, LLC.
9454 Wilshire Boulevard, Suite 600
Beverly Hills, CA 90212

12 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

13 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-
14 profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR
15 changes its status to operate as a corporation.
16

17 Members of the CONTRACTOR's Board of Directors shall disclose any self-
18 dealing transactions they engage in while providing goods or performing services under
19 this agreement. A self-dealing transaction shall mean a transaction to which the
20 CONTRACTOR is a party and in which one or more of its directors has a material financial
21 interest. Each member of CONTRACTOR's Board of Directors shall sign a *Self-Dealing*
22 *Transaction Disclosure Form* (Exhibit A) and submit it to the COUNTY prior to commencing
23 the transaction or immediately after.
24

25 13. AUDITS AND INSPECTIONS:

26 The CONTRACTOR shall at any time during business hours, and as often as
27 the COUNTY may deem necessary, make available to the COUNTY for examination all of
28 its records and data with respect to the matters covered by this Agreement. The

1 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and
2 inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with
3 the terms of this Agreement.
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5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall
6 be subject to the examination and audit of the Auditor General for a period of three (3)
7 years after final payment under contract (Government Code Section 8546.7).
8

9 14. GOVERNING LAW:

10 Venue for any action arising out of or related to this Agreement shall only be
11 in Fresno County, California.

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

15 15. ENTIRE AGREEMENT:

16 This Agreement constitutes the entire agreement between the CONTRACTOR
17 and COUNTY with respect to the subject matter hereof and supersedes all previous
18 negotiations, proposals, commitments, writings, advertisements, publications, and
19 understandings of any nature whatsoever unless expressly included in this Agreement.
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed as of the day and year first herein above written.
3

4 CONTRACTOR

COUNTY OF FRESNO

5
6 By

R. McEvoy

By

Gary E. Cornuelle

Gary E. Cornuelle
Purchasing Manager

7
8
9 Print Name:

Rex McEvoy

10 Title:

OWNER

Chairman of the Board, or
President, or any Vice President

11 Date:

7/20/16

12 Date:

7/13/16

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19 FOR ACCOUNTING USE ONLY:

Fund 0001

20 Subclass 10000

21 ORG 31112101, 2860, 3430

22 Account 7295
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