

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.27
(ID # 12231)**

MEETING DATE:
Tuesday, May 05, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Service Agreements with Perceptive Polygraph LLC, Rafael F. Chavez, and Youngblood & Associates, Inc. for polygraph service for Three Years and Authorize the Chairman of the Board to Sign the Agreements on Behalf of the County. [All Districts]; [Three Year Total Cost - \$300,000; Up to \$30,000 in Additional Compensation]; 100% Sheriff's Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 2 with Perceptive Polygraph LLC for polygraph service for an amount of \$25,000 to be paid through March 25, 2020, and authorize the Chairman of the Board of Supervisors to sign the Amendment on behalf of the County;
2. Ratify and approve the Professional Service Agreements with Perceptive Polygraph LLC, Rafael F. Chavez, and Youngblood & Associates, Inc. for polygraph service for a total aggregate amount of \$300,000 through April 30, 2023, and authorize the Chairman of the Board of Supervisor to sign the Agreements on behalf of the County; and,

ACTION: Policy


Raul Vergara 4/27/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 5, 2020
xc: Sheriff

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

3. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel: (a) to sign amendments that exercise the options of the aforementioned agreements including modifications of the statement of work that stay within the intent of each of the agreements; (b) move the allocated funds among the vendors; (c) and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the contract.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 100,000	\$ 330,000	\$ 0
NET COUNTY COST	\$ 100,000	\$ 100,000	\$ 330,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 21/23	

C.E.O. RECOMMENDATION: Approve

BR: 20-071

BACKGROUND:

Summary

Conducting a thorough background investigation check is a necessary and important component of any law enforcement application process. The sensitive nature of the law enforcement work, combined with the high level of trust and authority that the public gives to these professionals, requires that candidates be of the highest moral character. The Riverside County Sheriff's Department employs multi-screening procedures that include medical, physical agility test, background investigation, polygraph, and psychological assessment to ensure we select the best applicants, and applicants with criminal pasts or current involvements are filtered out.

In FY 18/19, the Department conducted 1,603 polygraph exams. In the current FY, we have conducted 1,117 so far as of March 16, 2020 (approximately 140-150 applicants per month). The Department initially conducted an informal bid to obtain contracts with Perceptive Polygraph for \$50,000 and Youngblood & Associates for \$25,000 to facilitate the polygraph exams. The need to use multiple vendors reflects the Department's need to continue hiring efforts for the replacement of personnel as a result from attrition, such as; retirements, resignation and terminations. Having multiple approved vendors to provide the polygraph exams have helped us expedite our recruitment efforts. Currently, the department wishes to extend the contract SHARC-99070-005-06/24 with Perceptive Polygraph to pay the remaining balance of \$25,000 before utilizing the new agreements for this service.

Price Reasonableness

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The Riverside County Sheriff's Department released a Request for Quotation (RFQ # SHARC-431) for polygraph examination service and it was advertised on the County's Internet. The bid invitation was sent to eighteen (18) potential bidders, and three (3) vendors submitted their pricing. Based on the Department recruitment goals, all three vendors were selected as part of the Department approved vendor list for polygraph service to be used on an "as needed" basis to ensure the service is being provided in a reasonable and timely manner.

In addition, the Department is requesting for a 10% contingency of the total contract amount, which is \$30,000 to allow for additional labor expenses. The total three-year cost (\$100K per year) with the 10% contingency is \$330,000.

Impact on Residents and Businesses

A thorough background investigation is important to ensure the applicants selected not only have the aptitude, but also the necessary moral fiber to carry a gun and a badge to protect and serve the communities. With the increasing departmental liability, employing multiple pre-screening procedures will allow the Department to select the most qualified applicants to serve the public and communities.

Attachments

- 1) Amendment No. 2 with Perceptive Polygraph – 3 copies
- 2) PSA: Perceptive Polygraph LLC – 3 copies
- 3) PSA: Rafael F. Chavez – 3 copies
- 4) PSA: Youngblood & Associates, Inc – 3 copies


Teresa Summers, Director of Purchasing 4/27/2020


Cheryl Williams 4/28/2020


Jeff Van Wageningen, Assistant CEO / Public Safety 4/28/2020


Gregory P. Priapos, Director County Counsel 4/22/2020

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
PERCEPTIVE POLYGRAPH

Original Contract Term:	6/4/2019 through 3/25/2020
Effective Date of Amendment:	March 01, 2020
Original Annual Maximum Contract Amount:	\$50,000
Amended Annual Maximum Contract Amount:	\$75,000
Contract ID:	SHARC-99070-005-06/24

This Amendment No. 2 to the Professional Service Agreement between the County of Riverside (COUNTY) and PERCEPTIVE POLYGRAPH (CONTRACTOR) is entered into by and between COUNTY and CONTRACTOR, effective March 01, 2020.

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Polygraph Services, effective June 4, 2019 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, COUNTY and CONTRACTOR desire to increase the annual contract amount.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

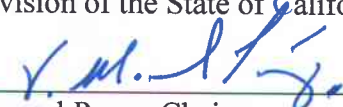
1. The above recitals are true and correct and are incorporated herein by reference.
2. The second sentence of Section 3.1. is hereby deleted in its entirety and replaced with the following:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed seventy-five thousand dollars (\$75,000) annually including all expenses."

3. All other terms and conditions of the Agreement not modified herein shall remain unchanged.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
V. Manuel Perez, Chairman
Board of Supervisors

Dated: MAY 05 2020

PERCEPTIVE POLYGRAPH

By: 
Name: Frank Watler
Title: Owner

Dated: 4/14/20

ATTEST:

KECIA R. HARPER, Clerk

By: 

RFP# or SSJ # _____
BOS agenda # & Date _____
Form #116-311 Revision Date: 01/13/2016

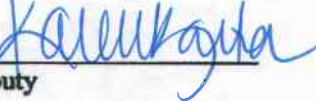
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**COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
PERCEPTIVE POLYGRAPH**

ATTEST:

**Kecia Harper-Itern
Clerk of the Board**

By: 
Deputy

**APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel**

By: 
Susanna Oh
Deputy County Counsel

PROFESSIONAL SERVICE AGREEMENT

for

POLYGRAPH EXAMINATION SERVICES

between

COUNTY OF RIVERSIDE

and

YOUNGBLOOD & ASSOCIATES, INC.



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This Agreement made and entered into this 1st day of April, 2020, by and between YOUNGBLOOD & ASSOCIATES, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Service Specifications, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective March 26, 2020 by both parties and continues in effect through April 30, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand (\$100,000) during the contract term, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
P.O. Box 592
Riverside, CA 92502
Attn: Personnel Bureau

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-99070-008-06/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

Youngblood & Associates, Inc.
415 W. Foothill Blvd. Suite 115
Claremont, CA 91711
Attn: Chantay Youngblood
PH: 951-388-8400

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

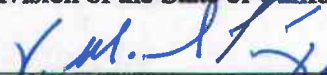
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
V. Manuel Perez, Chairman
Board of Supervisors

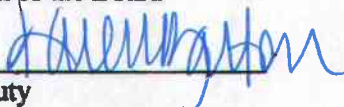
Dated: MAY 05 2020

YOUNGBLOOD & ASSOCIATES, INC.

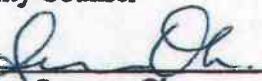
By: 
Name: Chantay Youngblood
Title: Owner

Dated: 3/30/2020

ATTEST:
Kecia Harper-Ivett
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

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COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

YOUNGBLOOD & ASSOCIATES, INC.

By: 
Name: Chantay Youngblood
Title: Owner

Dated: 3/30/2020

EXHIBIT "A"

SERVICE SPECIFICATIONS

1.0 SCOPE OF WORK

1.1 This SOW defines specific tasks and responsibilities the CONTRACTOR will provide confidential pre-employment polygraph services, including pre-employment examinations (multi issue examinations), pre-employment examinations with areas of concern (specific issue examinations), special examinations, and reports for the Sheriff's Personnel Bureau on an intermittent, as-needed basis.

1.2 Approval and execution by the Riverside County Board of Supervisors by the CONTRACTOR and the Sheriff, do not guarantee Work will be offered to Contractor. Work will be distributed to qualified Contractors on an intermittent, "as-needed" basis to assist the Department during periods of increased hiring.

2.0 SPECIFIC WORK REQUIREMENTS

CONTRACTOR shall only perform pre-employment polygraph examinations on Polygraph Examinees referred by the Department.

2.1 Observance of the rights of Polygraph Examinees.

2.1.1 CONTRACTOR shall not render a conclusive diagnosis when the physiological records lack sufficient quality and clarity. This may include, but is not limited to, excessively distorted recordings, records with insufficient response capability, or records with tracing amplitudes below those generally accepted by the profession.

2.1.2 CONTRACTOR shall afford each Polygraph Examinee a reasonable opportunity to explain questionable responses, both verbally and in writing.

2.1.3 CONTRACTOR shall not disclose to any person, any personal information gained during the course of a polygraph examination which has no connection to the relevant issue, and which may embarrass or unnecessarily violate the privacy of the Polygraph Examinee, except where such disclosure is required by law, or is a part of the preemployment examination information.

2.2 Pre-test interview for polygraph examinations.

2.2.1 CONTRACTOR shall conduct a pretest interview with the Polygraph Examinee to determine if the subject is testable. The pretest interview will provide a baseline for body language and neurolinguistics, and psychologically prepare the Polygraph Examinee for the examination.

2.2.2 CONTRACTOR shall make a reasonable effort to determine the fitness of the Polygraph Examinee for testing. Where allowed by law, basic inquiries into the medical and

psychological condition of the Polygraph Examinee, as well as any recent drug use, should be made. CONTRACTOR shall not conduct an examination if valid results cannot be reasonably foreseen.

2.2.3 If the CONTRACTOR has a reasonable doubt concerning the fitness of the Polygraph Examinee to safely undergo a polygraph examination, based on medical disclosures, the Background Investigator will request a release from the Polygraph Examinee's physician.

2.3 Polygraph examinations.

2.3.1 CONTRACTOR shall conduct comprehensive interviews with Polygraph Examinees in order to gather background information relevant to the polygraph examination.

2.3.2 CONTRACTOR shall develop questions for the examination and review the questions with the Polygraph Examinee.

2.3.3 CONTRACTOR shall ask examination questions with clarity and distinctiveness.

2.3.4 Contractor's examination questions shall be balanced in terms of length and impact for each category of questions utilized. Questions used in the assessment of truth and deception shall be preceded and followed by time intervals of not less than twenty (20) seconds. When approved and validated research supports the use of another time interval, that time span shall prevail.

2.3.5 CONTRACTOR shall collect a sufficient number of charts so as to acquire sufficient data for proper evaluation, in conformance with a validated testing technique.

2.3.6 CONTRACTOR shall use standardized chart markings that are recognized and utilized as "accepted practice" within the polygraph profession.

2.3.7 CONTRACTOR shall conduct no fewer than four polygraph charts for each examination, including a Stimulus test or Calibration and verification of Sensitivity question set.

2.3.8 All polygraph examinations shall be reviewed for quality and accuracy prior to submission of the final report to the Sheriff's Personnel Bureau.

2.4 Polygraph Examination Scoring.

2.4.1 CONTRACTOR shall employ quantitative, numerical, and algorithm scoring for all polygraph examinations.

2.4.2 CONTRACTOR shall analyze the Polygraph Examinee's physiological responses and form an opinion as to the subject exhibiting "Significant Response", "No Significant Response", "Deception Indicated", "No Deception Indicated", "Inconclusive" or "Countermeasures".

2.4.3 Contractor's notes of the polygraph examination evaluation shall have sufficient clarity and precision so that another examiner could read them.

2.4.4 CONTRACTOR shall not disclose the results of the polygraph examination until it has been adequately and sufficiently analyzed.

2.4.5 CONTRACTOR shall maintain the confidentiality of Work conducted until a release by the Polygraph Examinee is obtained, and approval for any disclosure of information is obtained, by the COUNTY.

2.5 Post-Examination Notifications of Results. CONTRACTOR shall afford each Polygraph Examinee a reasonable opportunity to explain, verbally and in writing, questionable responses to relevant questions in the recordings, except in instances where time or operational necessity dictate otherwise.

2.6 Restriction on Rendering Opinions. CONTRACTOR shall not provide any report or opinion regarding the medical or psychological condition of the Polygraph Examinee for which he is not professionally qualified to make. CONTRACTOR may describe the appearance or behavior of the Polygraph Examinee. Polygraph outcome decisions shall only be based on the analysis of the polygraph data gathered.

2.7 Reporting Standards. CONTRACTOR shall not knowingly submit a misleading or false polygraph examination report. Each polygraph report shall be factual and impartial. Each polygraph examination report shall represent an objective account of the information developed during the examination.

2.7.1 CONTRACTOR shall prepare computer generated reports using .doc, .docx (Microsoft Word) formats.

2.7.2 CONTRACTOR shall complete and submit polygraph examination reports to the COUNTY, no later than the day following the examination, unless otherwise approved in writing by COUNTY.

2.7.3 CONTRACTOR shall keep the COUNTY informed of all pertinent information concerning Polygraph Examinee, preemployment polygraph examinations, scheduling conflicts, conflicts of interest, or personal criminal issues.

2.7.4 CONTRACTOR shall complete assignments for pre-employment polygraph examinations and submit the related report(s) to the COUNTY within two (2) business days from the time the examination is conducted.

2.7.5 By delivering the completed work, CONTRACTOR represents and certifies that their work conforms to the requirements of this SOW and all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures and the professional standard of care in the state of California.

2.8 AUDIT BY CONTRACTOR

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

2.8.1 Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and

2.8.2 Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

2.9 Instrumentation and Recording.

2.9.1 CONTRACTOR shall conduct polygraph examinations with a COUNTY approved four to six channel polygraph instrument designed to collect physiological data from the Polygraph Examinee. The polygraph instrument shall have the following capabilities:

- a. Respiration patterns recorded by pneumograph components.
- b. Thoracic and abdominal patterns shall be recorded separately, using two pneumograph components.
- c. Electrodermal activity reflecting relative changes in the conductance or resistance of current by the epidermal tissue.
- d. Heart rate, blood volume, and blood pressure shall be recorded using a standard medical blood pressure cuff and sphygmograph.
- e. Movement of the subject's lower extremities shall be monitored by the motion sensor.
- f. Physiological recording during each examination shall be continuous and shall be of sufficient amplitude to be easily readable by the Contractor and any reviewing polygraph examiner.

2.9.2 CONTRACTOR may be required to provide its own polygraph instrument. CONTRACTOR shall be responsible for making repairs and adjustments to its personal polygraph instruments.

2.9.3 CONTRACTOR may not load personal programs into County-owned and maintained computerized polygraph instruments.

3.0 Miscellaneous Responsibilities.

3.1 CONTRACTOR shall be required to perform quality control and/or Peer Review for other polygraph examiners, as requested by the COUNTY.

3.2 CONTRACTOR shall report for a polygraph examination on time as scheduled.

3.3 CONTRACTOR shall develop questions for the examination and review the questions with the Polygraph Examinee.

3.4 CONTRACTOR shall communicate with the COUNTY about progress the CONTRACTOR has made in performing the services.

3.5 CONTRACTOR shall provide services and end products that are satisfactory and acceptable to the COUNTY.

3.6 CONTRACTOR or COUNTY shall not make any changes in the scope of work, perform any additional work, or provide any additional material, without mutual written request/agreement from both parties

4.0 OTHER RESPONSIBILITIES

4.1 At the request of the COUNTY, CONTRACTOR may be required to provide a location where the polygraph examination will be performed by CONTRACTOR, at no additional cost to COUNTY. The exam room shall be free from distractions that would interfere with the ability of the Polygraph Examinee to focus on the issues being addressed. The examination site should be relatively free from outside noises and distraction.

4.2 Materials and Equipment. CONTRACTOR may be required to provide its own polygraph instrument at no additional cost to the COUNTY.

5.0 HOURS/DAY OF WORK

5.1 Contractor shall conduct Polygraph examinations seven days a week, except on approved County Holidays. COUNTY will provide CONTRACTOR a list of approved County Holidays.

5.2 Contractor's Work hours may vary, depending on the needs of the Department. Generally, Work hours range from 7:00 a.m. to 7:00 p.m. (Pacific Time).

6.0 WORK LOCATIONS

6.1 CONTRACTOR shall provide all facilities necessary to fully perform and complete the services and maintain and keep all professional required licenses current at no additional cost to the County. Such location must comply with all requirements of examination room as described in Paragraph 3.1 of this RFQ.

6.2 Polygraph examinations are conducted at Contractor's location, CONTRACTOR shall perform the services in a safe and professional environment by fully trained, skilled, properly licensed,

competent, and duly experienced personnel using at all times adequate equipment in good working order.

6.3 Should CONTRACTOR employs additional employees, CONTRACTOR shall employ persons who are duly registered or licensed to practice in the State of California.

6.4 The COUNTY has the sole discretion to change, add, or delete locations during the Term of the Agreement.

7.0 QUALITY CONTROL

7.1 A Quality Control (QC) review of a polygraph examination shall be conducted by an independent, qualified polygraph examiner, as required and/or requested by the COUNTY. The CONTRACTOR shall obtain said service and shall provide all related documentation from said independent examiner to the COUNTY. The COUNTY has the option to pay the independent examiner directly, or to pay the CONTRACTOR for said service. The cost of each Quality Control review shall be at the independent examiner's cost.

7.2 The COUNTY reserves the right to obtain and pay for an independent polygraph examiner of their choice, for the purposes of Quality Control.

8.0 ADDITIONAL CONTRACT REQUIREMENTS

8.1 Mutual Covenants: The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".

8.2 Agreement Exclusivity: This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other CONTRACTORS for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

EXHIBIT "B"

PAYMENT PROVISIONS

CONTRACTOR's fee schedule is as follows:

1. Pre-employment Polygraph Examination and report- \$350 per applicant
2. Pre-employment Polygraph Examination with areas of concern and report- \$350 per applicant
3. Cancellation/No Show- \$175 per applicant
4. A Quality Control (QC) review of polygraph examination shall be conducted by an independent, qualified polygraph examiner, as required and/or requested by the COUNTY. The CONTRACTOR shall obtain said service and shall provide all related documentation from said independent examiner to the COUNTY. The COUNTY has the option to pay the independent examiner directly, or to pay the CONTRACTOR for said service. The cost of each Quality Control review shall be at the independent examiner's cost, but no more than \$350 per examination.
5. The COUNTY reserves the right to obtain and pay for an independent polygraph examiner of their choice, for purposed of Quality Control.

PROFESSIONAL SERVICE AGREEMENT

for

POLYGRAPH EXAMINATION SERVICES

between

COUNTY OF RIVERSIDE

and

PERCEPTIVE POLYGRAPH, LLC



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This Agreement made and entered into this 1st day of April, 2020, by and between PERCEPTIVE POLYGRAPH, LLC, a California limited liability company (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Service Specifications, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective March 26, 2020 by both parties and continues in effect through April 30, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand (\$100,000) during the contract term, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
P.O. Box 592
Riverside, CA 92502
Attn: Personnel Bureau

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-99070-007-06/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

Perceptive Polygraph, LLC
1640 Second Street, Suite 206
Norco, CA 92860
Attn: Frank Watler
PH: 951-255-4536

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

PERCEPTIVE POLYGRAPH, LLC

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

By: J. J. Watler
Name: John Franklin Watler III
Title: Member

Dated: _____

Dated: 3/29/20

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

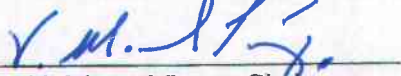
APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

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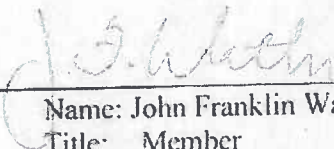
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COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
V. Manuel Perez, Chairman
Board of Supervisors

Dated: MAY 05 2020

PERCEPTIVE POLYGRAPH, LLC

By: 
Name: John Franklin Watler III
Title: Member

Dated: 3/29/20

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

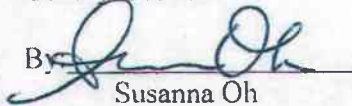
By: 
Susanna Oh
Deputy County Counsel

EXHIBIT "A"

SERVICE SPECIFICATIONS

1.0 SCOPE OF WORK

1.1 This SOW defines specific tasks and responsibilities the CONTRACTOR will provide confidential pre-employment polygraph services, including pre-employment examinations (multi issue examinations), pre-employment examinations with areas of concern (specific issue examinations), special examinations, and reports for the Sheriff's Personnel Bureau on an intermittent, as-needed basis.

1.2 Approval and execution by the Riverside County Board of Supervisors by the CONTRACTOR and the Sheriff, do not guarantee Work will be offered to Contractor. Work will be distributed to qualified Contractors on an intermittent, "as-needed" basis to assist the Department during periods of increased hiring.

2.0 SPECIFIC WORK REQUIREMENTS

CONTRACTOR shall only perform pre-employment polygraph examinations on Polygraph Examinees referred by the Department.

2.1 Observance of the rights of Polygraph Examinees.

2.1.1 CONTRACTOR shall not render a conclusive diagnosis when the physiological records lack sufficient quality and clarity. This may include, but is not limited to, excessively distorted recordings, records with insufficient response capability, or records with tracing amplitudes below those generally accepted by the profession.

2.1.2 CONTRACTOR shall afford each Polygraph Examinee a reasonable opportunity to explain questionable responses, both verbally and in writing.

2.1.3 CONTRACTOR shall not disclose to any person, any personal information gained during the course of a polygraph examination which has no connection to the relevant issue, and which may embarrass or unnecessarily violate the privacy of the Polygraph Examinee, except where such disclosure is required by law, or is a part of the preemployment examination information.

2.2 Pre-test interview for polygraph examinations.

2.2.1 CONTRACTOR shall conduct a pretest interview with the Polygraph Examinee to determine if the subject is testable. The pretest interview will provide a baseline for body language and neurolinguistics, and psychologically prepare the Polygraph Examinee for the examination.

2.2.2 CONTRACTOR shall make a reasonable effort to determine the fitness of the Polygraph Examinee for testing. Where allowed by law, basic inquiries into the medical and

psychological condition of the Polygraph Examinee, as well as any recent drug use, should be made. CONTRACTOR shall not conduct an examination if valid results cannot be reasonably foreseen.

2.2.3 If the CONTRACTOR has a reasonable doubt concerning the fitness of the Polygraph Examinee to safely undergo a polygraph examination, based on medical disclosures, the Background Investigator will request a release from the Polygraph Examinee's physician.

2.3 Polygraph examinations.

2.3.1 CONTRACTOR shall conduct comprehensive interviews with Polygraph Examinees in order to gather background information relevant to the polygraph examination.

2.3.2 CONTRACTOR shall develop questions for the examination and review the questions with the Polygraph Examinee.

2.3.3 CONTRACTOR shall ask examination questions with clarity and distinctiveness.

2.3.4 Contractor's examination questions shall be balanced in terms of length and impact for each category of questions utilized. Questions used in the assessment of truth and deception shall be preceded and followed by time intervals of not less than twenty (20) seconds. When approved and validated research supports the use of another time interval, that time span shall prevail.

2.3.5 CONTRACTOR shall collect a sufficient number of charts so as to acquire sufficient data for proper evaluation, in conformance with a validated testing technique.

2.3.6 CONTRACTOR shall use standardized chart markings that are recognized and utilized as "accepted practice" within the polygraph profession.

2.3.7 CONTRACTOR shall conduct no fewer than four polygraph charts for each examination, including a Stimulus test or Calibration and verification of Sensitivity question set.

2.3.8 All polygraph examinations shall be reviewed for quality and accuracy prior to submission of the final report to the Sheriff's Personnel Bureau.

2.4 Polygraph Examination Scoring.

2.4.1 CONTRACTOR shall employ quantitative, numerical, and algorithm scoring for all polygraph examinations.

2.4.2 CONTRACTOR shall analyze the Polygraph Examinee's physiological responses and form an opinion as to the subject exhibiting "Significant Response", "No Significant Response", "Deception Indicated", "No Deception Indicated", "Inconclusive" or "Countermeasures".

2.4.3 Contractor's notes of the polygraph examination evaluation shall have sufficient clarity and precision so that another examiner could read them.

2.4.4 CONTRACTOR shall not disclose the results of the polygraph examination until it has been adequately and sufficiently analyzed.

2.4.5 CONTRACTOR shall maintain the confidentiality of Work conducted until a release by the Polygraph Examinee is obtained, and approval for any disclosure of information is obtained, by the COUNTY.

2.5 Post-Examination Notifications of Results. CONTRACTOR shall afford each Polygraph Examinee a reasonable opportunity to explain, verbally and in writing, questionable responses to relevant questions in the recordings, except in instances where time or operational necessity dictate otherwise.

2.6 Restriction on Rendering Opinions. CONTRACTOR shall not provide any report or opinion regarding the medical or psychological condition of the Polygraph Examinee for which he is not professionally qualified to make. CONTRACTOR may describe the appearance or behavior of the Polygraph Examinee. Polygraph outcome decisions shall only be based on the analysis of the polygraph data gathered.

2.7 Reporting Standards. CONTRACTOR shall not knowingly submit a misleading or false polygraph examination report. Each polygraph report shall be factual and impartial. Each polygraph examination report shall represent an objective account of the information developed during the examination.

2.7.1 CONTRACTOR shall prepare computer generated reports using .doc, .docx (Microsoft Word) formats.

2.7.2 CONTRACTOR shall complete and submit polygraph examination reports to the COUNTY, no later than the day following the examination, unless otherwise approved in writing by COUNTY.

2.7.3 CONTRACTOR shall keep the COUNTY informed of all pertinent information concerning Polygraph Examinee, preemployment polygraph examinations, scheduling conflicts, conflicts of interest, or personal criminal issues.

2.7.4 CONTRACTOR shall complete assignments for pre-employment polygraph examinations and submit the related report(s) to the COUNTY within two (2) business days from the time the examination is conducted.

2.7.5 By delivering the completed work, CONTRACTOR represents and certifies that their work conforms to the requirements of this SOW and all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures and the professional standard of care in the state of California.

2.8 AUDIT BY CONTRACTOR

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

2.8.1 Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and

2.8.2 Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

2.9 Instrumentation and Recording.

2.9.1 CONTRACTOR shall conduct polygraph examinations with a COUNTY approved four to six channel polygraph instrument designed to collect physiological data from the Polygraph Examinee. The polygraph instrument shall have the following capabilities:

- a. Respiration patterns recorded by pneumograph components.
- b. Thoracic and abdominal patterns shall be recorded separately, using two pneumograph components.
- c. Electrodermal activity reflecting relative changes in the conductance or resistance of current by the epidermal tissue.
- d. Heart rate, blood volume, and blood pressure shall be recorded using a standard medical blood pressure cuff and sphygmograph.
- e. Movement of the subject's lower extremities shall be monitored by the motion sensor.
- f. Physiological recording during each examination shall be continuous and shall be of sufficient amplitude to be easily readable by the Contractor and any reviewing polygraph examiner.

2.9.2 CONTRACTOR may be required to provide its own polygraph instrument. CONTRACTOR shall be responsible for making repairs and adjustments to its personal polygraph instruments.

2.9.3 CONTRACTOR may not load personal programs into County-owned and maintained computerized polygraph instruments.

3.0 Miscellaneous Responsibilities.

3.1 CONTRACTOR shall be required to perform quality control and/or Peer Review for other polygraph examiners, as requested by the COUNTY.

3.2 CONTRACTOR shall report for a polygraph examination on time as scheduled.

3.3 CONTRACTOR shall develop questions for the examination and review the questions with the Polygraph Examinee.

3.4 CONTRACTOR shall communicate with the COUNTY about progress the CONTRACTOR has made in performing the services.

3.5 CONTRACTOR shall provide services and end products that are satisfactory and acceptable to the COUNTY.

3.6 CONTRACTOR or COUNTY shall not make any changes in the scope of work, perform any additional work, or provide any additional material, without mutual written request/agreement from both parties

4.0 OTHER RESPONSIBILITIES

4.1 At the request of the COUNTY, CONTRACTOR may be required to provide a location where the polygraph examination will be performed by CONTRACTOR, at no additional cost to COUNTY. The exam room shall be free from distractions that would interfere with the ability of the Polygraph Examinee to focus on the issues being addressed. The examination site should be relatively free from outside noises and distraction.

4.2 Materials and Equipment. CONTRACTOR may be required to provide its own polygraph instrument at no additional cost to the COUNTY.

5.0 HOURS/DAY OF WORK

5.1 Contractor shall conduct Polygraph examinations seven days a week, except on approved County Holidays. COUNTY will provide CONTRACTOR a list of approved County Holidays.

5.2 Contractor's Work hours may vary, depending on the needs of the Department. Generally, Work hours range from 7:00 a.m. to 7:00 p.m. (Pacific Time).

6.0 WORK LOCATIONS

6.1 CONTRACTOR shall provide all facilities necessary to fully perform and complete the services and maintain and keep all professional required licenses current at no additional cost to the County. Such location must comply with all requirements of examination room as described in Paragraph 3.1 of this RFQ.

6.2 Polygraph examinations are conducted at Contractor's location, CONTRACTOR shall perform the services in a safe and professional environment by fully trained, skilled, properly licensed,

competent, and duly experienced personnel using at all times adequate equipment in good working order.

6.3 Should CONTRACTOR employs additional employees, CONTRACTOR shall employ persons who are duly registered or licensed to practice in the State of California.

6.4 The COUNTY has the sole discretion to change, add, or delete locations during the Term of the Agreement.

7.0 QUALITY CONTROL

7.1 A Quality Control (QC) review of a polygraph examination shall be conducted by an independent, qualified polygraph examiner, as required and/or requested by the COUNTY. The CONTRACTOR shall obtain said service and shall provide all related documentation from said independent examiner to the COUNTY. The COUNTY has the option to pay the independent examiner directly, or to pay the CONTRACTOR for said service. The cost of each Quality Control review shall be at the independent examiner's cost.

7.2 The COUNTY reserves the right to obtain and pay for an independent polygraph examiner of their choice, for the purposes of Quality Control.

8.0 ADDITIONAL CONTRACT REQUIREMENTS

8.1 Mutual Covenants: The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".

8.2 Agreement Exclusivity: This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other CONTRACTORS for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

EXHIBIT "B"

PAYMENT PROVISIONS

CONTRACTOR's fee schedule is as follows:

1. Pre-employment Polygraph Examination and report- \$250 per applicant
2. Pre-employment Polygraph Examination with areas of concern and report- \$250 per applicant
3. Cancellation/No Show- \$0 (no charge)
4. A Quality Control (QC) review of polygraph examination shall be conducted by an independent, qualified polygraph examiner, as required and/or requested by the COUNTY. The CONTRACTOR shall obtain said service and shall provide all related documentation from said independent examiner to the COUNTY. The COUNTY has the option to pay the independent examiner directly, or to pay the CONTRACTOR for said service. The cost of each Quality Control review shall be at the independent examiner's cost, but no more than \$150 per examination.
5. The COUNTY reserves the right to obtain and pay for an independent polygraph examiner of their choice, for purposed of Quality Control.

PROFESSIONAL SERVICE AGREEMENT

for

POLYGRAPH EXAMINATION SERVICES

between

COUNTY OF RIVERSIDE

and

RAFAEL F. CHAVEZ



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This Agreement made and entered into this 1st day of April, 2020, by and between RAFAEL F. CHAVEZ, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Service Specifications, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective March 26, 2020 by both parties and continues in effect through April 30, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand (\$100,000) during the contract term, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
P.O. Box 592
Riverside, CA 92502
Attn: Personnel Bureau

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-99070-009-06/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
 4095 Lemon Street
 Riverside, CA 92501
 Attn: Purchasing Unit

CONTRACTOR

Rafael F. Chavez
 657 S. Cocahran Ave., 404
 Los Angeles, CA 90036
 Attn: Elizabeth A. Schwarze
 PH: 310-729-1150

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

RAFAEL F. CHAVEZ

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

By:  _____
Name: Rafael F. Chavez

Dated: _____

Dated: 3-27-2020

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

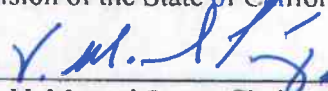
APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

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COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
V. Manuel Perez, Chairman
Board of Supervisors

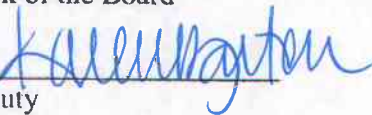
Dated: MAY 05 2020

RAFAEL F. CHAVEZ

By: 
Name: Rafael F. Chavez

Dated: 5/5/2020

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By: 
Susanna Oh
Deputy County Counsel

EXHIBIT "A"

SERVICE SPECIFICATIONS

1.0 SCOPE OF WORK

1.1 This SOW defines specific tasks and responsibilities the CONTRACTOR will provide confidential pre-employment polygraph services, including pre-employment examinations (multi issue examinations), pre-employment examinations with areas of concern (specific issue examinations), special examinations, and reports for the Sheriff's Personnel Bureau on an intermittent, as-needed basis.

1.2 Approval and execution by the Riverside County Board of Supervisors by the CONTRACTOR and the Sheriff, do not guarantee Work will be offered to Contractor. Work will be distributed to qualified Contractors on an intermittent, "as-needed" basis to assist the Department during periods of increased hiring.

2.0 SPECIFIC WORK REQUIREMENTS

CONTRACTOR shall only perform pre-employment polygraph examinations on Polygraph Examinees referred by the Department.

2.1 Observance of the rights of Polygraph Examinees.

2.1.1 CONTRACTOR shall not render a conclusive diagnosis when the physiological records lack sufficient quality and clarity. This may include, but is not limited to, excessively distorted recordings, records with insufficient response capability, or records with tracing amplitudes below those generally accepted by the profession.

2.1.2 CONTRACTOR shall afford each Polygraph Examinee a reasonable opportunity to explain questionable responses, both verbally and in writing.

2.1.3 CONTRACTOR shall not disclose to any person, any personal information gained during the course of a polygraph examination which has no connection to the relevant issue, and which may embarrass or unnecessarily violate the privacy of the Polygraph Examinee, except where such disclosure is required by law, or is a part of the preemployment examination information.

2.2 Pre-test interview for polygraph examinations.

2.2.1 CONTRACTOR shall conduct a pretest interview with the Polygraph Examinee to determine if the subject is testable. The pretest interview will provide a baseline for body language and neurolinguistics, and psychologically prepare the Polygraph Examinee for the examination.

2.2.2 CONTRACTOR shall make a reasonable effort to determine the fitness of the Polygraph Examinee for testing. Where allowed by law, basic inquiries into the medical and

psychological condition of the Polygraph Examinee, as well as any recent drug use, should be made. CONTRACTOR shall not conduct an examination if valid results cannot be reasonably foreseen.

2.2.3 If the CONTRACTOR has a reasonable doubt concerning the fitness of the Polygraph Examinee to safely undergo a polygraph examination, based on medical disclosures, the Background Investigator will request a release from the Polygraph Examinee's physician.

2.3 Polygraph examinations.

2.3.1 CONTRACTOR shall conduct comprehensive interviews with Polygraph Examinees in order to gather background information relevant to the polygraph examination.

2.3.2 CONTRACTOR shall develop questions for the examination and review the questions with the Polygraph Examinee.

2.3.3 CONTRACTOR shall ask examination questions with clarity and distinctiveness.

2.3.4 Contractor's examination questions shall be balanced in terms of length and impact for each category of questions utilized. Questions used in the assessment of truth and deception shall be preceded and followed by time intervals of not less than twenty (20) seconds. When approved and validated research supports the use of another time interval, that time span shall prevail.

2.3.5 CONTRACTOR shall collect a sufficient number of charts so as to acquire sufficient data for proper evaluation, in conformance with a validated testing technique.

2.3.6 CONTRACTOR shall use standardized chart markings that are recognized and utilized as "accepted practice" within the polygraph profession.

2.3.7 CONTRACTOR shall conduct no fewer than four polygraph charts for each examination, including a Stimulus test or Calibration and verification of Sensitivity question set.

2.3.8 All polygraph examinations shall be reviewed for quality and accuracy prior to submission of the final report to the Sheriff's Personnel Bureau.

2.4 Polygraph Examination Scoring.

2.4.1 CONTRACTOR shall employ quantitative, numerical, and algorithm scoring for all polygraph examinations.

2.4.2 CONTRACTOR shall analyze the Polygraph Examinee's physiological responses and form an opinion as to the subject exhibiting "Significant Response", "No Significant Response", "Deception Indicated", "No Deception Indicated", "Inconclusive" or "Countermeasures".

2.4.3 Contractor's notes of the polygraph examination evaluation shall have sufficient clarity and precision so that another examiner could read them.

2.4.4 CONTRACTOR shall not disclose the results of the polygraph examination until it has been adequately and sufficiently analyzed.

2.4.5 CONTRACTOR shall maintain the confidentiality of Work conducted until a release by the Polygraph Examinee is obtained, and approval for any disclosure of information is obtained, by the COUNTY.

2.5 Post-Examination Notifications of Results. CONTRACTOR shall afford each Polygraph Examinee a reasonable opportunity to explain, verbally and in writing, questionable responses to relevant questions in the recordings, except in instances where time or operational necessity dictate otherwise.

2.6 Restriction on Rendering Opinions. CONTRACTOR shall not provide any report or opinion regarding the medical or psychological condition of the Polygraph Examinee for which he is not professionally qualified to make. CONTRACTOR may describe the appearance or behavior of the Polygraph Examinee. Polygraph outcome decisions shall only be based on the analysis of the polygraph data gathered.

2.7 Reporting Standards. CONTRACTOR shall not knowingly submit a misleading or false polygraph examination report. Each polygraph report shall be factual and impartial. Each polygraph examination report shall represent an objective account of the information developed during the examination.

2.7.1 CONTRACTOR shall prepare computer generated reports using .doc, .docx (Microsoft Word) formats.

2.7.2 CONTRACTOR shall complete and submit polygraph examination reports to the COUNTY, no later than the day following the examination, unless otherwise approved in writing by COUNTY.

2.7.3 CONTRACTOR shall keep the COUNTY informed of all pertinent information concerning Polygraph Examinee, preemployment polygraph examinations, scheduling conflicts, conflicts of interest, or personal criminal issues.

2.7.4 CONTRACTOR shall complete assignments for pre-employment polygraph examinations and submit the related report(s) to the COUNTY within two (2) business days from the time the examination is conducted.

2.7.5 By delivering the completed work, CONTRACTOR represents and certifies that their work conforms to the requirements of this SOW and all applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures and the professional standard of care in the state of California.

2.8 AUDIT BY CONTRACTOR

During the AGREEMENT's term and for the period of two (2) years after the expiration, cancellation, or termination of this AGREEMENT, or any extension of it, CONTRACTOR shall:

2.8.1 Keep and maintain, in their original form, all records or documents related to CONTRACTOR's performance of this AGREEMENT; and

2.8.2 Permit COUNTY or its authorized representative, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, or transcribe all records or documents related to CONTRACTOR's performance of this AGREEMENT including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this AGREEMENT.

2.9 Instrumentation and Recording.

2.9.1 CONTRACTOR shall conduct polygraph examinations with a COUNTY approved four to six channel polygraph instrument designed to collect physiological data from the Polygraph Examinee. The polygraph instrument shall have the following capabilities:

- a. Respiration patterns recorded by pneumograph components.
- b. Thoracic and abdominal patterns shall be recorded separately, using two pneumograph components.
- c. Electrodermal activity reflecting relative changes in the conductance or resistance of current by the epidermal tissue.
- d. Heart rate, blood volume, and blood pressure shall be recorded using a standard medical blood pressure cuff and sphygmograph.
- e. Movement of the subject's lower extremities shall be monitored by the motion sensor.
- f. Physiological recording during each examination shall be continuous and shall be of sufficient amplitude to be easily readable by the Contractor and any reviewing polygraph examiner.

2.9.2 CONTRACTOR may be required to provide its own polygraph instrument. CONTRACTOR shall be responsible for making repairs and adjustments to its personal polygraph instruments.

2.9.3 CONTRACTOR may not load personal programs into County-owned and maintained computerized polygraph instruments.

3.0 Miscellaneous Responsibilities.

3.1 CONTRACTOR shall be required to perform quality control and/or Peer Review for other polygraph examiners, as requested by the COUNTY.

3.2 CONTRACTOR shall report for a polygraph examination on time as scheduled.

3.3 CONTRACTOR shall develop questions for the examination and review the questions with the Polygraph Examinee.

3.4 CONTRACTOR shall communicate with the COUNTY about progress the CONTRACTOR has made in performing the services.

3.5 CONTRACTOR shall provide services and end products that are satisfactory and acceptable to the COUNTY.

3.6 CONTRACTOR or COUNTY shall not make any changes in the scope of work, perform any additional work, or provide any additional material, without mutual written request/agreement from both parties

4.0 OTHER RESPONSIBILITIES

4.1 At the request of the COUNTY, CONTRACTOR may be required to provide a location where the polygraph examination will be performed by CONTRACTOR, at no additional cost to COUNTY. The exam room shall be free from distractions that would interfere with the ability of the Polygraph Examinee to focus on the issues being addressed. The examination site should be relatively free from outside noises and distraction.

4.2 Materials and Equipment. CONTRACTOR may be required to provide its own polygraph instrument at no additional cost to the COUNTY.

5.0 HOURS/DAY OF WORK

5.1 Contractor shall conduct Polygraph examinations seven days a week, except on approved County Holidays. COUNTY will provide CONTRACTOR a list of approved County Holidays.

5.2 Contractor's Work hours may vary, depending on the needs of the Department. Generally, Work hours range from 7:00 a.m. to 7:00 p.m. (Pacific Time).

6.0 WORK LOCATIONS

6.1 CONTRACTOR shall provide all facilities necessary to fully perform and complete the services and maintain and keep all professional required licenses current at no additional cost to the County. Such location must comply with all requirements of examination room as described in Paragraph 3.1 of this RFQ.

6.2 Polygraph examinations are conducted at Contractor's location, CONTRACTOR shall perform the services in a safe and professional environment by fully trained, skilled, properly licensed,

competent, and duly experienced personnel using at all times adequate equipment in good working order.

6.3 Should CONTRACTOR employs additional employees, CONTRACTOR shall employ persons who are duly registered or licensed to practice in the State of California.

6.4 The COUNTY has the sole discretion to change, add, or delete locations during the Term of the Agreement.

7.0 QUALITY CONTROL

7.1 A Quality Control (QC) review of a polygraph examination shall be conducted by an independent, qualified polygraph examiner, as required and/or requested by the COUNTY. The CONTRACTOR shall obtain said service and shall provide all related documentation from said independent examiner to the COUNTY. The COUNTY has the option to pay the independent examiner directly, or to pay the CONTRACTOR for said service. The cost of each Quality Control review shall be at the independent examiner's cost.

7.2 The COUNTY reserves the right to obtain and pay for an independent polygraph examiner of their choice, for the purposes of Quality Control.

8.0 ADDITIONAL CONTRACT REQUIREMENTS

8.1 Mutual Covenants: The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and fair dealing".

8.2 Agreement Exclusivity: This is not an exclusive agreement. The COUNTY reserves the right to enter into an agreement with other CONTRACTORS for the same or similar services. The COUNTY does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this agreement.

EXHIBIT "B"

PAYMENT PROVISIONS

CONTRACTOR's fee schedule is as follows:

1. Pre-employment Polygraph Examination and report- \$260 per applicant
2. Pre-employment Polygraph Examination with areas of concern and report- \$260 per applicant
3. Cancellation/No Show- \$90 per applicant
4. A Quality Control (QC) review of polygraph examination shall be conducted by an independent, qualified polygraph examiner, as required and/or requested by the COUNTY. The CONTRACTOR shall obtain said service and shall provide all related documentation from said independent examiner to the COUNTY. The COUNTY has the option to pay the independent examiner directly, or to pay the CONTRACTOR for said service. The cost of each Quality Control review shall be at the independent examiner's cost, but no more than \$260 per examination.
5. The COUNTY reserves the right to obtain and pay for an independent polygraph examiner of their choice, for purposed of Quality Control.