



**COUNTY OF ORANGE**  
**ORANGE COUNTY PROBATION DEPARTMENT**

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**AMENDMENT TWO**  
**TO CONTRACT NO. MA-057-15011536**  
**BETWEEN**  
**THE COUNTY OF ORANGE**  
**AND**  
**CYNTHIA M. TIPTON DBA C.M. TIPTON POLYGRAPH & ASSOCIATES**  
**FOR**  
**THE PROVISION OF POLYGRAPH EXAMINATION SERVICES**  
**FOR ADULT SEX OFFENDERS – POST CONVICTION**

This Amendment Two to the Agreement for the provision of Polygraph Examination Services for Adult Sex Offenders – Post Conviction, hereinafter referred to as “Contract”, is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the Orange County Probation Department, hereinafter referred to as “Probation”, and Cynthia M. Tipton dba C.M. Tipton Polygraph Examination Services, hereinafter referred to as “Contractor”. County and Contractor may be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, on February 9, 2015, Probation issued a Request for Proposals (RFP) for the provision of Polygraph Examination Services for Adult Sex Offenders – Post Conviction; and

**WHEREAS**, in response to the RFP, Contractor submitted a proposal dated March 9, 2015, and represented that it is duly qualified to engage in the business of providing Polygraph Examination Services for Adult Sex Offenders – Post Conviction, and warranted that it possesses the competence, expertise and personnel necessary to provide such services; and

**WHEREAS**, on May 12, 2015, the Orange County Board of Supervisors approved Contract No. MA-057-15011536 between County of Orange and Cynthia M. Tipton dba C.M. Tipton Polygraph & Associates for the period of June 1, 2015 through June 30, 2018, renewable for up to two additional one-year periods; and

**WHEREAS**, on May 22, 2018, Parties executed Amendment One to renew Contract MA-057-15011536 for a term effective July 1, 2018 through June 30, 2019; and

**WHEREAS**, Contractor agrees to continue providing Polygraph Examination Services for Adult Sex Offenders – Post Conviction, in accordance with the terms and conditions hereinafter set forth, effective July 1, 2019 through June 30, 2020.

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. Section I.S (“General Terms and Conditions”) of the Contract shall be amended in part to reflect the following:



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- “S. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.”

2. Section II.1.0 (“Additional Terms and Conditions”) of the Contract shall be amended in part to reflect the following:

“1.0 **Term:**

The term of this Contract shall be for the period commencing on July 1, 2019 through June 30, 2020 subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

- Paragraph I - Assignment or Subcontracting
- Paragraph K - Termination
- Paragraph P - Insurance Provisions
- Paragraph S – Change of Ownership/Name, Litigation Status,  
Conflict with County Interests

Section II, Additional Terms and Conditions:

- Paragraph 9.0 - Contingency of Funds
- Paragraph 10.0 - Child Support Enforcement Requirements



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Paragraph 11.0 – Contractor Bankruptcy/Insolvency  
 Paragraph 17.0 – Conflict with Existing Law  
 Paragraph 19.0 – Contractor Personnel –Drug-Free Workplace  
 Paragraph 24.0 – Covenant Against Contingent Fees”

3. Section II (“Additional Terms and Conditions”) of the Contract shall be amended in part to add the following paragraph:

“26. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.”

4. Section III.16.10 (“Scope of Work”) of the Contract shall be amended in part to add the following paragraph:

“16.10 At least thirty (30) days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to: Prob-VendorBackgrounds@prob.ocgov.com, so that Probation can conduct background investigations of those assigned employees as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.

16.11 Within thirty (30) days of separation of any approved employee who leaves the Contractor’s employment, Contractor shall notify Probation of such separation, by email to: [Prob-VendorBackgrounds@prob.ocgov.com](mailto:Prob-VendorBackgrounds@prob.ocgov.com).”

5. Section III.17.3 (“Scope of Work”) of the Contract shall be amended in part to add the following paragraph:

“17.3 Conduct a background investigation on each Contractor’s current employees identified as assigned to perform services under this Contract in accordance with Section 16.10 herein. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any Contractor’s employee approved to perform services under this Contract.

All Contractor Employees assigned under this Contract are required to receive prior background clearance from Probation **before** providing any services. A representative



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from Probation’s Background Unit will notify Contractor as to whether or not each employee has passed background. If an employee is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or employee.”

- 6. Section IV.2.1 (“Cost/Compensation for Contract Services”) of the Contract shall be amended in part to reflect the following:

“2.1 For the period effective July 1, 2019 through June 30, 2020:

2.2.1	Sexual History Examination:	\$310.00 per test
2.2.2	Specific Issue Examination:	\$210.00 per test
2.2.3	Maintenance/Monitoring Examination:	\$210.00 per test
2.2.4	Interpreter Services Hourly Rate:	\$45.00 per hour
2.2.5	Monthly Meeting:	No charge
2.2.6	Court Appearance:	No charge
2.2.7	Consulting Services:	No charge

The maximum amount to be paid for the period effective July 1, 2019 through June 30, 2020 shall not exceed \$ 190,500.”

- 7. Section IV.2.2 (“Cost/Compensation for Contract Services”) of the Contract shall be deleted in its entirety.

This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in the County of Orange, State of California.

**Cynthia M. Tipton dba C.M. Tipton Polygraph & Associates\***

*\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

<i>Cynthia M. Tipton</i>	
<i>C.M. Tipton Polygraph &amp; Associates, President</i>	
Name	Title
<i>Cynthia M. Tipton</i>	<i>4-23-19</i>
Signature	Dated

*\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief of Financial Officer; 4) Assistant Treasurer.*

_____	_____
Name	Title
_____	_____
Signature	Dated

**COUNTY OF ORANGE**

By: _____	Dated: _____
Steven J. Sentman, Chief Probation Officer County of Orange, California	

**APPROVED AS TO FORM:**  
**COUNTY COUNSEL**  
**COUNTY OF ORANGE, CALIFORNIA**

By: _____	Dated: <i>4/24/19</i>
Deputy Counsel	