

**AMENDMENT ONE  
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 One 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**, 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, 2018 through June 30, 2019.

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

1. Section II.1.0 (“Additional Terms and Conditions”) of the Contract shall be deleted in its entirety and replaced with the following:

“1.0 **Term:**

The term of this Contract shall be for the period commencing on July 1, 2018 through June 30, 2019 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

Section II, Additional Terms and Conditions:

Paragraph 9.0 - Contingency of Funds

Paragraph 10.0 - Child Support Enforcement Requirements

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

- 1.1 Renewal: This Contract may be renewed for one additional one-year period, subject to: (a) the County’s assessment of Contractor’s performance and availability of funding or appropriations warranting such renewal; (b) upon mutual written agreement of the Parties; and (c) applicable policy of the Orange County Board of Supervisors for contract renewals. The County shall not be required to give a reason if it elects not to renew the Contract.”

2. Section IV.2.1 and 2.2 (“Cost/Compensation for Contract Services”) of the Contract shall be deleted in its entirety and replaced with the following:

“2.1 For the period effective July 1, 2018 through June 30, 2019:

2.1.1	Sexual History Examination:	\$310.00 per test
2.1.2	Specific Issue Examination:	\$210.00 per test
2.1.3	Maintenance/Monitoring Examination:	\$210.00 per test
2.1.4	Interpreter Services Hourly Rate:	\$45.00 per hour
2.1.5	Monthly Meeting:	No charge
2.1.6	Court Appearance:	No charge
2.1.7	Consulting Services:	No charge

The maximum amount to be paid for the period effective July 1, 2018 through June 30, 2019 shall not exceed \$ 190,500, for a revised cumulative Contract total amount not to exceed \$736,500.





COUNTY OF ORANGE  
ORANGE COUNTY PROBATION DEPARTMENT

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.*

Cynthia M. Tipton	President
Name	Title
Cynthia M. Tipton	4-24-18
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: 4/25/18
Deputy Counsel	