

AMENDMENT #1 TO AGREEMENT**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF
MONTEREY & MARY ANN MCCONNELL DBA BAY AREA POLYGRAPH**

THIS AMENDMENT is made to the AGREEMENT for pre-employment polygraph services by and between **MARY ANN MCCONNELL DBA BAY AREA POLYGRAPH**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on April 1, 2018 with a Not to Exceed amount of \$35,000.00 and a term date ending on March 31, 2021; and

WHEREAS, the County and CONTRACTOR wish to add funding in the amount of \$135,000.00, for a new not to exceed amount of \$170,000.00 and extend the AGREEMENT by two (2) years and three (3) months with a new end date of June 30, 2023.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$35,000.00*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$170,000.00*".
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 04/01/2018 to 03/31/2021, unless sooner terminated pursuant to the terms of this Agreement*", and replacing it with "*The term of this Agreement is from 04/01/2018 to 06/30/2023, unless sooner terminated pursuant to the terms of this Agreement*".
3. EXHIBIT – Scope of Services shall be amended by adding Exhibit A-1, per Amendment 1 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on April 1, 2018.

Mary Ann McConnell dba Bay Area Polygraph
Amount: \$170,000.00
Term: 04/1/2018 to 06/30/2023

AMENDMENT #1 TO AGREEMENT

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Mary Ann McConnell dba Bay Area Polygraph

Contracts/Purchasing Officer

By: Mary Ann McConnell
Signature of Chair, President, or
Vice-President

Dated: _____

Mary Ann McConnell / owner/sale
Printed Name and Title proprietor

Approved as to Fiscal Provisions:

Dated: 12/16/2020

DocuSigned by:
Gary Giboney
32824BFE04D0440...
Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 12/22/2020 | 10:17 AM PST

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

DocuSigned by:
Im Grant
484AC34055D4480...
Deputy County Counsel

Dated: 12/22/2020 | 10:11 AM PST

County Board of Supervisors' Agreement Number: _____.

Mary Ann McConnell dba Bay Area Polygraph
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***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Mary Ann McConnell dba Bay Area Polygraph
Amount: \$170,000.00
Term: 04/1/2018 to 06/30/2023

EXHIBIT A-1

EXHIBIT A-1

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
MARY ANN MCCONNELL DBA BAY AREA POLYGRAPH, hereinafter referred to as
"CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – POLYGRAPH SERVICES, In addition to services outlined in Exhibit A, the following applies:

- A.1** CONTRACTOR shall provide all things necessary to conduct a pre-employment polygraph exam as described below. CONTRACTOR shall provide all polygraph services at CONTRACTOR's place of business. All polygraph investigations shall be confidential and provided in accordance with American Polygraph Association guidelines.

Pre-employment polygraph exams include pre-test interview (review of Personal History Statement (PHS) & PG questionnaire) polygraph exam.

Post-test interview and scoring of polygraph charts.

Verbal advisement of results to background investigator/agency at end of polygraph and written report to background investigator/agency. If there is an area of concern that needs to be cleared up, take the applicant into a single-issue exam at time of appointment **at no additional charge**. All issues shall be communicated to the Professional Standards Commander immediately (verbally via telephone call).

To ensure CONTRACTOR receives the most accurate and thorough information form from the prospective employment candidate, it is recommended County use most current Peace Officer Standards and Training (POST) PHS for Peace Officers and most current POST PHS for public safety dispatch candidates from the POST website. Other PHS documents will not be defended by POST.

- A.2** CONTRACTOR shall produce the following deliverables by the dates indicated below:

Complete Polygraph written reports shall be due within fifteen (15) days of completion of testing.

Specific Issue polygraph reports shall be due within fifteen (15) days of completion of testing or fifteen (15) days from the date candidate is disqualified for hire.

EXHIBIT A-1

All written reports required under this Agreement must be delivered to Commander in Charge of Professional Standards, County's Contract Manager, in accordance with the schedule above.

B. COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$170,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Prices listed below are effective for all work given on or after April 1, 2021.

Basic pre-employment polygraph exam and report \$300.00 per exam
(Multi-issue exam & one follow up single issue exam (as needed) at time of appt. (3hr limit))

Specific issue exam and report \$100.00 per hour
*(Used when basic exam needs to be explored or resolved
After basic exam indicates significant reactions)*

No Show Fee \$155.00 per cancel
(Cancellation without 24 hours' notice, or more than 15 minutes late)

No travel, meals, incidentals, tolls, parking, or other expense shall be reimbursed under this agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.1 CONTRACTORS BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

EXHIBIT A-1

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

Invoices shall clearly state:

- B.2.1 date of examination
- B.2.2 type of examination
- B.2.3 name of person who had examination
- B.2.4 fee per examination

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors