



# POLYGRAPH EXAMINATIONS FOR OREGON YOUTH AUTHORITY

## PURPOSE

The Oregon Youth Authority (OYA) will be establishing services purchase order contracts with qualified Polygraph Examiners for all polygraph examination services. These services will assist in the treatment and supervision of OYA youth with sexually harming behavior.

## SCOPE OF WORK

Examinations will be conducted at various locations, such as youth correctional facility or camp, approved community space, community residential program, examiner's business office. Examinations shall be conducted Monday through Friday, 8:00 a.m. to 5:00 p.m. Some flexibility may be considered with schedule, but there will be no pay variation for conducting exams after normal business hours.

OYA is requesting the following examinations:

1. **Full Disclosure**
2. **Maintenance**
3. **Specific Issue**

**Note:** *Polygraph Examiner can select which examinations they will administer on the interest form submitted to OYA.*

For all examination types listed above, when possible, the youth's Juvenile Parole and Probation Officer (JPPO) or treatment provider will be present or available by telephone prior to the examination to consult with the Polygraph Examiner regarding relevant issues, as well as during the youth's post-polygraph debriefing with the Polygraph Examiner. The Polygraph Examiner must provide OYA with a written narrative report detailing the results of each polygraph examination.

Services shall be provided in accordance with [ORS 703](#) and [OAR 259-020](#).

The selection of a specific Polygraph Examiner will be made by OYA after considering the qualifications and availability. OYA cannot predict a caseload for these services and does not guarantee any particular volume of business will be offered to any Polygraph Examiner who qualifies to provide services.

## TERM OF CONTRACT

OYA anticipates awarding services purchase order contract(s) for two (2) year terms, with the option to extend up to an additional five (5) years.

## MINIMUM QUALIFICATIONS

Services provided under the services purchase order contract must be provided by a Qualified Licensed Polygraph Examiner with the following qualifications:

1. Polygraph Examiner has current and valid Oregon Polygraph Examiners License pursuant to [ORS 703.090](#) General Polygraph Examiner License Qualifications.
2. Polygraph Examiner must maintain Oregon Polygraph Examiners License for the duration of the services purchase order contract.
3. Polygraph Examiner must provide OYA documentation of completion of Post Conviction/Adjudication Testing of Sexual Offender Training (PCSOT).

## REQUIRED REFERENCES

Polygraph Examiner must provide a minimum of three (3) references prior to award of services purchase order contract. OYA may contact references prior to awarding service purchase order contract. References must have specific knowledge of experience, work performed, and results of work performed.

## INSURANCE REQUIREMENTS

Before a services purchase order contract is executed, Polygraph Examiner shall submit a Certificate of Insurance for the required insurance limits listed below:

### **Workers' Compensation and Employers' Liability**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

### **Commercial General Liability**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

### **Professional Liability**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers, or employees in an amount not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below:

**Tail Coverage:** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the

continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and OYA's acceptance of all Services required under this Contract, or, (ii) OYA or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

### **Physical Abuse and Molestation Insurance Coverage**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Any annual aggregate limit shall not be less than **\$3,000,000**. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

### **Automobile Liability Insurance (only if driving on OYA property)**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$1,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**Note: If any of the above insurance coverages are not met, a mitigation plan will be required to be submitted to OYA for their review and approval.**

## **OUT OF STATE CONTRACTOR**

If an out of state Polygraph Examiner is awarded a services purchase order contract, prior to execution of the services purchase order contract, they must be registered to do business in the State of Oregon. Business registration is done through the Oregon Secretary of State, Corporation Division, at: <http://sos.oregon.gov>.

## **OYA SERVICE RATE**

OYA has an established rate for polygraph examinations. This rate is per examination and inclusive of all associated costs, including any mileage or administrative costs. The rate will not exceed those shown on the published OYA rate schedule, YA 2021, at the time services were provided. The rate schedule is available at:

<https://www.oregon.gov/oia/Pages/servicerates.aspx>