

ATTACHMENT 1

STATEMENT OF WORK

POLYGRAPH EXAMINATION SERVICES

REVISED UNDER BULLETIN #5

POLYGRAPH EXAMINATION SERVICES

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ATTACHMENTS:

- Attachment 1A: Examination Log
- Attachment 1B: Examiner Billing Log
- Attachment 1C Contract Discrepancy Report

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) requires the services of several polygraph examiners to provide Polygraph Examination Services (Services) to assist the Department's Scientific Services Bureau on an intermittent, as-needed basis.
- 1.2 This Statement of Work (SOW) defines the tasks and responsibilities of Contractors providing Services for the Department's Polygraph Examinations Unit.

2.0 HOURS AND DAYS OF SERVICE

- 2.1 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).
- 2.2 Contractor shall be available to provide Services seven days a week, with the exception of the County-observed holidays listed below.
 - New Year's Day – January 1st
 - Martin Luther King Jr's Birthday – 3rd Monday in January
 - Presidents' Day – 3rd Monday in February
 - Cesar Chavez – Last Monday in March
 - Memorial Day – Last Monday in May
 - Juneteenth Day – June 19th
 - Independence Day – July 4th
 - Labor Day – 1st Monday in September
 - Indigenous People's Day – 2nd Monday in October
 - Veterans Day – November 11th
 - Thanksgiving Day - 4th Thursday in November
 - Friday after Thanksgiving – Friday following the 4th Thursday in November
 - Christmas – December 25th

3.0 WORK LOCATIONS

- 3.1 At County's sole discretion, 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 distractions.
- 3.2 At County's sole discretion, Polygraph examinations may be conducted at the Department locations listed below, unless otherwise specified herein:

LOS ANGELES
2020 West Beverly Boulevard
Los Angeles, California 90057
Telephone: (213) 989-2167
Fax: (213) 483-3862

WEST COVINA
2934 East Garvey Boulevard, South
West Covina, California 91791
Telephone: (626) 858-8795

CHATSWORTH COURTHOUSE
9425 Penfield Avenue, Room 3200
Chatsworth, California 91311
Telephone: (818) 576-8875 or 8869

- 3.3 County has the sole discretion to change, add, or delete locations throughout the Term of the Master Agreement. Such changes will be executed by County and Contractor in accordance with Paragraph 8.1 (Change Notices and Amendments) of the Master Agreement.

4.0 GUIDELINES FOR THE DISTRIBUTION OF WORK

- 4.1 Contractors under the Master Agreement have no guarantee of Work. Contractors will be utilized on an intermittent, as-needed basis to assist the Department during periods of increased hiring.
- 4.2 Contractors will be utilized on a rotational basis, by availability, and geographical area.
- 4.3 County Project Manager has the sole discretion to issue Work to any of the Qualified Contractors, based on the needs of the Department.

5.0 WORK SCHEDULE REQUIREMENTS

- 5.1 The Department will prioritize the scheduling of polygraph exams at locations most beneficial to the Department and Polygraph Examinees.
- 5.2 On or around the 15th of each calendar month, each qualified Contractor will be asked to submit a calendar of availability for the following calendar month. The calendar shall be submitted to the County Project Manager.
- 5.3 Contractor's calendar of availability (refer to Paragraph 5.2 below) will be used by Department background investigators, the Department's Polygraph Section clerical staff, or County Project Manager to schedule Contractors to provide Services.
- 5.4 Each daily schedule will be finalized at least three calendar days prior to the actual testing date by County Project Manager.
- 5.5 It is the individual Contractor's responsibility to contact County Project Manager to ascertain if they have Work scheduled for any individual day.

- 5.6 Contractor shall keep County Project Manager informed of any scheduling conflicts.
- 5.7 Contractor shall report for a polygraph examination on-time, as scheduled.
- 5.8 Contractor shall not administer more than three polygraph examinations in one day.
- 5.9 Any requests for scheduling variances shall be e-mailed to County Project Manager, and be subject to County Project Manager's approval.

6.0 ASSUMPTIONS

- 6.1 County will administer the Master Agreement according to Paragraph 6.0 (Administration of Master Agreement - County) of the Master Agreement.
- 6.2 Contractor or Contractor's staff shall be required to wear Department-issued identification badges while on County property.
- 6.3 Contractor shall immediately inform County Project Manager of any criminal issues related to any polygraph examiner providing Services under the Master Agreement.
- 6.4 Contractor shall be required to provide its own polygraph instrument at no additional cost to the County. Contractor's polygraph instrument shall meet the requirements specified in Paragraph 7.1 (Instrumentation and Recording) below.

6.5 Furnished Items

County will provide the following, unless otherwise specified herein:

- a. Examination room;
- b. Examination room furniture;
- c. Video and/or audio equipment;
- d. Office space required to prepare for and follow-up on, polygraph examinations, and prepare required reports and opinions;
- e. Telephone, fax machine, copier, and computer with applicable software; and
- f. Department-issued identification badge for Contractor's use.

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Instrumentation and Recording

- 7.1.1 Contractor shall conduct polygraph examinations with a County-approved four to six channel polygraph instrument designed to collect physiological data from the Polygraph Examinee.

- 7.1.2 The polygraph instrument shall have the following capability to record the following:
 - 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.
- 7.1.3 Heart rate, blood volume, and blood pressure shall be recorded using a standard medical blood pressure cuff and sphygmograph.
- 7.1.4 Movement of the subject's lower extremities shall be monitored by the motion sensor.
- 7.1.5 Physiological recording during each examination shall be continuous and shall be of sufficient amplitude to be easily readable by Contractor and any reviewing polygraph examiner.

7.2 Pre-test Interview for Polygraph Examinations

- 7.2.1 Contractor shall conduct pre-test interviews with the Polygraph Examinees in order to gather background information relevant to the polygraph examination.
- 7.2.2 The pre-test interview will:
 - a. Psychologically prepare the Polygraph Examinee for examination;
 - b. Provide a baseline for body language and neurolinguistics; and
 - c. Allow Contractor to determine if the subject is testable.
- 7.2.3 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 a polygraph examination if valid results cannot be reasonably foreseen.
- 7.2.4 If, based on medical disclosures, Contractor has a reasonable doubt concerning the fitness of the Polygraph Examinee to safely undergo a polygraph examination, Contractor shall:
 - a. Immediately stop the polygraph examination; and
 - b. Notify the Polygraph Examinee's County background investigator and request a release from the Polygraph Examinee's primary healthcare physician.

7.3 Polygraph Examinations

- 7.3.1 Contractor shall only perform pre-employment polygraph examinations on Polygraph Examinees referred to Contractor by the Department.
- 7.3.2 Contractor shall immediately inform County Project Manager of any conflict of interest related to a Polygraph Examinee.
- 7.3.3 Contractor shall develop questions for the examination and review the questions with the Polygraph Examinee.
- 7.3.4 Contractor shall ask examination questions with clarity and precision.
- 7.3.5 Contractor's examination questions shall be balanced in terms of length and impact for each category of questions utilized, as follows:
 - a. Questions used in the assessment of truth and deception shall be preceded and followed by time intervals of not less than 20 seconds.
 - b. When approved and validated research supports the use of another time interval, that time span shall prevail.
- 7.3.6 Contractor shall conduct no fewer than four polygraph charts for each examination in conformance with a validated testing technique. Polygraph charts shall include, but not be limited to a stimulus test or calibration and verification of sensitivity question set.
- 7.3.7 Contractor shall use standardized chart markings that are recognized and utilized as "accepted practice" within the polygraph profession.
- 7.3.8 All polygraph examinations shall be reviewed for quality and accuracy by the Department's Polygraph Examination Unit prior to the submission of the final report.
- 7.3.9 Contractor shall be required to perform quality control and/or peer review for other polygraph examiners, as requested by County Project Manager.

7.4 Observance of the Rights of Polygraph Examinees

- 7.4.1 Contractor shall not disclose to any person, any personal information gained during the course of a polygraph examination except where such disclosure is required by law, or is a part of the pre-employment examination information.

- 7.4.2 Contractor shall not render a conclusive diagnosis when the physiological records lack sufficient quality and clarity. This may include, but is not limited to:
- a. Excessively distorted recordings;
 - b. Records with insufficient response capability; or
 - c. Records with tracing amplitudes below those generally accepted within the polygraph profession.

7.5 Polygraph Examination Scoring

- 7.5.1 Contractor shall employ quantitative, numerical, and algorithm scoring for all polygraph examinations.
- 7.5.2 Contractor shall analyze the Polygraph Examinee's physiological responses and form an opinion as to the subject exhibiting any of the following:
- a. "Significant Response";
 - b. "No Significant Response";
 - c. "Deception Indicated";
 - d. "No Deception Indicated";
 - e. "Inconclusive"; or
 - f. "Countermeasures."
- 7.5.3 Contractor's notes from the polygraph examination shall have sufficient clarity and precision to enable another polygraph examiner to read and interpret them with ease.
- 7.5.4 Contractor shall not disclose the results of the polygraph examination until it has been adequately and sufficiently analyzed.
- 7.5.5 Contractor shall maintain the confidentiality of Work conducted until both of the following are obtained:
- a. Release by the Polygraph Examinee; and
 - b. Approval for any disclosure of information by County Project Manager.

7.6 Post-Examination Follow-Up

Contractor shall afford each Polygraph Examinee a reasonable opportunity to explain, verbally and/or in writing, questionable responses to relevant questions in the recordings, except in instances where time or operational necessity dictate otherwise.

7.7 Restriction on Rendering Opinions

- 7.7.1 Contractor shall not provide any report or opinion regarding the medical or psychological condition of the Polygraph Examinee. Even if the polygraph examiner is a licensed psychologist, the polygraph examiner shall not render a psychological opinion because they are not hired to do so.
- 7.7.2 Contractor may describe the appearance or behavior of the Polygraph Examinee.
- 7.7.3 Polygraph outcome decisions shall only be based on the analysis of the polygraph data gathered.

7.8 Reporting Standards

Contractor shall not knowingly submit a misleading or false polygraph examination report. Each polygraph examination report shall be factual and impartial. Each polygraph examination report shall represent an objective account of the information gathered during the examination.

- 7.8.1 Contractor shall prepare computer-generated reports using Microsoft Word (.doc or .docx) formats.
- 7.8.2 Contractor shall complete and submit polygraph examination reports to County Project Manager not later than one day following the examination, unless otherwise approved in writing by County Project Manager.
- 7.8.3 Contractor shall keep a log of all polygraph examinations using Attachment 1A (Examination Log) to this SOW. Attachment 1A (Examination Log) shall be attached to Attachment 1B (Examiner Billing Log) to this SOW, and submitted to County Project Manager not later than one week after the end of the month that is being billed.
- 7.8.4 Contractor shall keep County Project Manager informed of all pertinent information related to any polygraph examination or Polygraph Examinee.

8.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

8.1 As-Needed Meetings

During the Term of the Master Agreement, Contractor Project Manager shall be available to meet and confer with County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Manager, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

8.2 Contract Discrepancy

Verbal notification of a contract discrepancy will be made to Contractor Project Manager as soon as possible whenever a contract discrepancy is identified by the Department. The problem shall be resolved within a time period mutually agreed upon by the Department and Contractor.

8.2.1 Contract Discrepancy Report

County Project Manager will determine whether Attachment 1C (Contract Discrepancy Report (CDR)) to this SOW, shall be issued. Upon receipt of the CDR, Contractor shall respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the CDR shall be submitted to County Project Manager within ten Business Days of receipt of the CDR.

9.0 QUALITY CONTROL

Contractor shall submit all completed Work, including audio/video recordings, computerized charts, reports and any written documentation produced as a result of any and all polygraph examinations, to County Project Manager for quality review.

ATTACHMENT 1A

EXAMINATION LOG

POLYGRAPH EXAMINATION SERVICES

EXAMINATION LOG

NUMBER	DATE MM/DD/YYYY	TEST NUMBER	APPLICANT /SUBJECT LAST, FIRST NAME	SEX	AGE	AGENCY	EXAM TYPE: C/A, DST, DSR, SPECIFIC	RESULTS/ISSUE: ND; DE; INC; REJECT; NO SHOW; (REASONS)	CHARTS	HOURS	EXAMINER COMMENTS
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
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ATTACHMENT 1B

EXAMINER BILLING LOG

POLYGRAPH EXAMINATION SERVICES

EXAMINER BILLING LOG

CONTRACT POLYGRAPH EXAMINER BILLING LOG																	
EXAMINER:																	
ADDRESS:																	
SSN#: _____								MASTER AGREEMENT#: _____									
MONTH:																	
Date																	
Day of Week																	
Exams																	
1st n/s min 3 hrs																	
2nd n/s flat \$85																	
Hours																	
Total Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Date																	
Day of Week																	
Exams																	
1st n/s min 3 hrs																	
Last n/s flat \$85																	
Hours																	
Total Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Note: With the exception of the last test of the day, no show of the day is a minimum of 3 hrs at \$75/hr. Last test no show of day is a flat rate of \$85.00 per scheduled polygraph examination.																	
EXAMINER'S SIGNATURE: _____												DATE: _____		TOTAL Exams		0	
Invoice Audited by: _____												Print: _____		TOTAL No Shows		0 x \$85	\$0
Date: _____														TOTAL Hours		0 X \$75	\$0
Invoice Approved for Payment by: _____												Print: _____		TOTAL Billing		\$0	
Date: _____																	

ATTACHMENT 1C

CONTRACT DISCREPANCY REPORT

POLYGRAPH EXAMINATION SERVICE

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared by County: _____ Date to Contractor: _____
Returned by Contractor: _____ Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:
County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____