CONTRACT FOR THE PROVISION OF PRE-EMPLOYMENT PSYCHOLOGICAL TESTING FOR THE CITY OF DURHAM POLICE DEPARTMENT

This contract is made and entered into as of the 1st day of July, 2016, by the City of Durham ("City") and Law Enforcement Services Group, PLLC, d/b/a The FMRT Group, a professional limited liability company organized and existing under the laws of the State of North Carolina ("Contractor").

Sec. 1. Background and Purpose. The City of Durham Police Department needs to provide for pre-employment psychological testing for applicants to the Police Department.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall perform the Work described in the City's Request for Proposal (RFP), Police Pre-Employment Psychological Testing, Section 5.01, titled "Scope of Work" and Section 5.02, titled "Deliverables," (Attachment A), and in FMRT's Proposal for Police Pre-Employment Psychological Testing for DPD, Section VIII, titled "Specific Responses to DPD's 2/22/16 RFP By Reference Number" subsection 5.02, titled "Deliverables" (Attachment B). In performing said Work, Contractor shall use the methodology set forth in FMRT's Proposal for Police Pre-Employment Psychological Testing for DPD, Section II, titled "Methodology for Project" (Attachment C).

The Contractor shall not publish or disclose to third parties in any way whatsoever, any information, results, conclusions, studies or other data of any kind arising directly or indirectly from the Contractor's performance under this Agreement without prior review by the City of the final proposed publication or disclosure draft, and written permission from the City to publish or disclose such draft or portion thereof. The City shall not be obligated to give such permission.

It is conceivable that all or part of the information, results, conclusions, studies or other data arising out of the performance of this Agreement by the Contractor may be utilized by the City in litigation. If expert testimony from the Contractor is requested by the City, the Contractor will provide these services should this need develop. Payment for such expert testimony shall not be covered by this Agreement but shall be subject to subsequent appropriation of necessary funds by the City. In the event that the City is required to respond to a grievance, administrative hearing, legal action, or other proceeding arising out of a pre-employment psychological evaluation, the City and the Contractor agree that in those actions where there is no issue between the City and the Contractor regarding the quality of services provided by the Contractor, then the City agrees to pay the Contractor two hundred and fifteen dollars ($215.00) per hour for any services that the Contractor is asked to render in defense of the psychological examination including court appearances, testifying before a grievance board, or providing written documentation. Payment for this service will be made at the conclusion of the services rendered. In actions where there is a material dispute between the City

and the Contractor regarding the quality of services provided to the City by the Contractor, there will be no Contractor fee paid for appearances, testifying before grievance boards, or providing written documentation.

In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Term of Agreement. The term of the Agreement shall commence upon the date on which this contract was made and entered into and shall terminate on June 30, 2019, unless otherwise terminated in accordance with the terms of this agreement. Both parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The City shall pay the Contractor $350 for each completed pre-employment psychological examination and $35 for each FMRT BRAINS Assessment. The maximum total amount to be paid by the City to the Contractor pursuant to this agreement is $96,250.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. No payment will be made for "no shows" or other cases where either no or partial services have been provided.

Prior to the issuance of any payments by the City, the Contractor shall send an invoice to the City for the amount to be paid pursuant to this contract. Each invoice shall document and describe to the reasonable satisfaction of the City the Work being invoiced. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability

- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than $1,000,000 per occurrence, with an annual aggregate on not less than $2,000,000.

Commercial Auto Liability, covering:
- Symbol 1, all vehicles
- Combined single limit of $2,000,000
- City of Durham must be named additional insured

Professional Liability, covering:
- Covering claims arising out of professional advisement / consultation services performed in connection with this contract
- Combined single limit not less than $1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

Workers' Compensation Insurance, covering:
- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, $1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:
- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:
- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:
  City of Durham,
  (Department's Address)
- Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its

discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Attachments. The following attachments are made a part of this contract:

Attachment A, City's Request for Proposal (RFP), Police Pre-Employment Psychological Testing, Section 5.01, Scope of Work, and 5.02, Deliverables,containing three (3) pages.

Attachment B, FMRT's Proposal for Police Pre-Employment Psychological Testing for DPD, Section VII, titled "Specific Responses to DPD's 2/22/16 RFP by Reference Number" subsection 5.02, titled "Deliverables" containing three (3) pages.

Attachment C, FMRT's Proposal for Police Pre-Employment Psychological Testing for DPD, Section II, titled "Methodology for the Project", containing two (2) pages.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. If a conflict arises between a supplemental term or condition included in Attachments B or C and a term or condition of Attachment A, the term or condition of Attachment A will prevail.

Sec. 9. Notice.

(a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, e-mail, Federal Express, or certified United States mail, return receipt requested, addressed as follows:

To the City:
LaTosha Miles
Personnel Services
Durham Police Department
505 West Chapel Hill Street
Durham, NC 27701
The phone number is 919-560-4402, x29154
The e-mail address is latosha.miles@durhamnc.gov

To the Contractor:
Jennifer Tharpe
CFO & Management Team Member

The FMRT Group
Post Office Box 279
East Bend, NC 27018
The phone number is 336-761-0764, x20
The e-mail address is jennifer@fmrt.org

(b) Change of Address. Date Notice Deemed Given. A change of address, phone number, e-mail address or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by email. If the notice or other communication is sent by Federal Express or United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the carrier or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification.

(a) To the maximum extent allowed by law, the contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsection "a" above, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, and interest and reasonable attorneys' fees assessed as part of any such item."Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the contractor under this contract.

Sec. 11. Miscellaneous

a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the

contractor is not a natural person (for instance, the contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the contractor. This subsection (ii) does not apply while the contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this contract the contractor agrees as follows: (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment,

without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The contractor shall in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the contractor in writing of the deficiencies. The contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and

units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 12. Termination for Convenience ("TFC").

(a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

(b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, the contractor shall give the City all Work, including partly completed Work. In case of TFC, the contractor shall follow the City's instructions as to which subcontracts to terminate.

(c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 13. E-Verify Requirements.

(a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of NCGS; (ii)

the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Section 14. Iran Divestment Act Certification.

The person entering into this contract with the City of Durham ("Contractor") certifies that, if it submitted a bid for this contract, then as of the date it submitted the successful bid, the Contractor was not on the Final Divestment List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not on the Final Divestment List. The List is issued by the N.C. State Treasurer to comply with G. S 147-86.58 of the N.C. Iran Divestment Act. This Iran Divestment Act Certification section applies only if this contract is for goods or services. The Contractor shall not utilize on this contract any subcontractor that is identified on the List.

IN WITNESS WHEREOF, the City and the contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST: CITY OF DURHAM

_____ By:_____

Pre-audit certificate, _____

LAW ENFORCEMENT SERVICES GROUP, PLLC, d/b/a THE FMRT GROUP

ATTEST:

By: Jennifer Tharpe
Jennifer Tharpe, CEO & Management Team Member

(Affix corporate seal.)

_____
Secretary

Date: 5/9/16

State of North Carolina
County of Forsyth

ACKNOWLEDGMENT BY CORPORATION

I, Amanda B. Hopkins a notary public in and for the aforesaid county and state, certify that Jennifer Tharpe personally appeared before me this day and stated that she is CFO and a Management Team Member of Law Enforcement Services Group, PLLC d/b/a The FMRT Group, a corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing contract with the City of Durham and the corporate seal was affixed thereto. This the 09 day of May, 2016.

Amanda B. Hopkins
Notary Public

My commission expires:
09/07/2020

AMANDA B. HOPKINS
Notary Public, North Carolina
Stokes County
My Commission Expires
09/07/2020

Attachment A

5.01
Scope of Work

The Police Department is soliciting proposals a contractor to perform applicant emotional stability and psychological fitness examinations for sworn positions and regular, full-time non-sworn positions in the Durham Police Department. The examination will include a battery of standardized tests followed by a comprehensive interview with the applicant. The evaluation must be conducted in accordance with the Americans with Disabilities Act (ADA) because the psychological evaluation is considered "medical" in that it may provide evidence that could lead to identifying a mental or emotional disorder or impairment; therefore, all psychological assessment is conducted after a conditional offer of employment.

Within two (2) business days from the administration of the pre-employment examination, a report will be provided to the Police Department with a standardized rating scale and specific recommendations for or against hiring the applicant based on the essential functions for the sworn or non-sworn position. The psychologist/ psychiatrist will comply with HIPAA guidelines, including providing employee access to medical records upon request; adhere to ADA and other legal guidelines; and comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).

Copies of all test results, interview questions and responses, memos, e-mails, and any other psychological data will be maintained by the psychologist/psychiatrist in a secure area for at least five years after the examination, including time subsequent to the ending date of the contract.

Approximately 250 evaluations will be needed during the three (3) years of the contract.

5.02
Deliverables

The contractor will be required to provide the following deliverables:

[a] Provide appointments within two (2) business days of the police department request for pre-employment psychological examinations. Special accommodations may be needed for out-of-state applicants.

[b] Prior to the administration of any psychological instruments and the interview with the psychologist/psychiatrist, the candidate will sign the appropriate HIPAA documents and an informed consent to the conditions of the evaluation. The informed consent will clearly state the Durham Police Department is the client.

[c] Ensure that all communications with the Police Department are confidential. Letters or memos are to be marked "confidential." E-mails are to be password protected with "confidential medical information" in the subject heading, and be sent only to the designated department representative.

[d] Provide a comprehensive battery of tests to be used in post-conditional offer pre-employment psychological assessment. Ensure that all tests administered are validated to be job related, predict job success in performing the essential functions of the position for which the applicant has received a conditional offer of employment, nondiscriminatory.

[e] Provide all test booklets, answer sheets, examiner instructions, taped and written instructions and other materials as needed.

[f] Provide the examination in a location that is within thirty-five (35) miles of the Durham Police Headquarters at 505 West Chapel Hill Street in Durham, NC.

[g] Conduct individual, face-to-face interviews with candidates after the test battery using a semi-structured, job-related interview format for all candidates. Interviews will be scheduled to allow for sufficient time to cover appropriate background and test results verification.

[h] Provide a report and recommendation to the police department within two (2) business days after the examination. These reports shall evaluate the suitability of the candidate for the position based upon an analysis of all psychological material, including test data and interview results. Reports shall contain a rating and/or recommendation for employment based on the results of the screening, justification for the recommendation and/or rating, and any reservations that the psychologist/psychiatrist might have regarding the validity or reliability of the results. The report will be delivered only to the designated department representative.

[i] Maintain copies of all test results, interview questions and responses, memos, e-mails, and any other psychological data in a secure area for at least five years after the examination, including any time subsequent to the ending date of the contract.

[j] Follow all ADA, HIPAA and other legal guidelines, including providing test results to applicants upon request, as well as comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).

[k] Working jointly with the City in an ongoing capacity to evaluate and refine the predictive validity of the psychological assessment procedure.

[l] The testing instruments must be legally defensible in court and legal contentions. The psychologist/psychiatrist must be prepared to defend all procedures, tests instruments, conclusions, and recommendations if a decision based, even in part, on psychological results is challenged.

[m] In order to comply with the Budget Control Act, all invoices will include the name of the applicant and date of testing. No payment will be made for "no shows" or other cases where no service has been provided.

Attachment B

5.02 **Deliverables:**

[a] Provide appointments within two (2) business days of the police department request for pre-employment psychological examinations. Special accommodations may be needed for out-of-state applicants. **The FMRT Group introduced this concept into the North Carolina marketplace in 2006, including same day verbals to the agency's designee, and we strive to schedule applicants within a one week timeframe or sooner to meet agency and applicant needs.**

[b] Prior to the administration of any psychological instruments and the interview with the psychologist/psychiatrist, the candidate will sign the appropriate HIPAA documents and an informed consent to the conditions of the evaluation. The informed consent will clearly state the Durham Police Department is the client. **Yes, informed consent is the standard. However, post-conditional offer psychological evaluation is not a health care / HIPAA protected function. FMRT will comply as directed by DPD.**

[c] Ensure that all communications with the Police Department are confidential. Letters or memos are to be marked "confidential." E-mails are to be password protected with "confidential medical information" in the subject heading, and be sent only to the designated department representative. **Yes, this is the standard. In addition, The FMRT Group delivers confidential reports via a secure server, and the client agency determines who has access to the client's secure account.**

[d] Provide a comprehensive battery of tests to be used in post-conditional offer pre-employment psychological assessment. Ensure that all tests administered are validated to be job related, predict job success in performing the essential functions of the position for which the applicant has received a conditional offer of employment, nondiscriminatory. **Yes, this is the standard.**

[e] Provide all test booklets, answer sheets, examiner instructions, taped and written instructions, and other materials as needed. **Yes, this is the standard.**

[f] Provide the examination in a location that is within thirty-five miles (35) miles of the Durham Police Headquarters at 505 West Chapel Hill Street in Durham, NC. **Yes, the Cary office is located 23.27 miles from the Durham PD. Other FMRT offices may be utilized as directed by the**

agency and dependent upon applicants' locations: Asheville, Charlotte, Fayetteville, Greenville, Wilmington and Winston-Salem.

[g] Conduct individual, face-to-face interviews with candidates after the test battery using a semi-structured, job-related interview format for all candidates. Interviews will be scheduled to allow for sufficient time to cover appropriate background and test results verification. **Yes. Please note that The FMRT Group introduced the intensive interview standard (45-60 minutes) with applicants (versus the 4-10 minute interviews offered by other vendors and deemed insufficient by FMRT's clients – See Appendix A for client list).**

[h] Provide a report and recommendation to the police department within two (2) business days after the examination. These reports shall evaluate the suitability of the candidate for the position based upon an analysis of all psychological material, including test data and interview results. Reports shall contain a rating and/or recommendation for employment based on the results of the screening, justification for the recommendation and/or rating, and any reservations that the psychologist/psychiatrist might have regarding the validity or reliability of the results. The report will be delivered only to the designated department representative. **Yes. The FMRT Group set the standard for 1) same day verbal reports and 2) reports and recommendations within two working days.**

[i] Maintain copies of all test results, interview questions and responses, memos, e-mails, and any other psychological data in a secure area for at least five years after the examination, including any time subsequent to the ending date of the contract. **Yes. However the NC statutory standard for retention of psychological data is seven (7) years, and the one with which The FMRT Group complies.**

[j] Follow all ADA, HIPAA and other legal guidelines, including providing test results to applicants upon request, as well as comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). **Yes, with the concern noted in 5.02(b) above, pre-employment psychological evaluation is not a health care service. FMRT will comply with directions of DPD.**

[k] Working jointly with the City in an ongoing capacity to evaluate and refine the predictive validity of the psychological assessment procedure. **Yes. In particular please note that The FMRT Group provides free data collection via the online NC F-3 and The FMRT *BRAINS*™ Assessment, plus free training on "The ABCs of Biographical / Psychological Data in Hiring."**

[l] The testing instruments must be legally defensible in court and legal contentions. The psychologist/psychiatrist must be prepared to defend all procedures, tests instruments, conclusions, and recommendations if a decision based, even in part, on psychological results is challenged. **Yes, this is the standard.**

[m] In order to comply with the Budget Control Act, all invoices will include the name of the applicant and date of testing. No payment will be made for "no shows" or other cases where no service has been provided. **Yes, this is the standard.**

Attachment C

II. METHODOLOGY FOR THE PROJECT

A. FMRT's Post-Conditional Offer Psychological Evaluation.

The FMRT Group provides psychological evaluation services conducted by doctoral level psychologists with law enforcement experience from any of our seven (7) NC locations.

1. Before applicant arrival: Review of NC F-3, The FMRT *BRAINS*™ Assessment, and review of standardized personality testing completed prior to appointment. The psychologist prepares for the individual interview based upon these important background data.

2. Applicants present for appointment. Welcome, check of photo ID, administration of test of cognitive / intellectual abilities, and administration of writing skills procedure.

3. Lengthy individual structured interview and mental status examination with clinical psychologist.

4. Verbal recommendations are provided to the agency on the date of the candidate's post-offer evaluation (or in the case of later afternoon evaluations, the next morning).

5. Written reports are provided to the client agency within three business days of completion of the evaluations.

B. SCHEDULING

1. For the Online NC F-3 and The FMRT *BRAINS*™ Assessment, the agency is issued a secure web address, a login name, and a password. That's it! Client agencies use these services as needed, and have the data "on their desktop" as needed.

2. For post-conditional offer psychological evaluations the agency's designated representative calls FMRT's toll-free number and speaks with a live person to schedule the appointment at the most convenient (for agency) location. Appointments may also be made by emailing FMRT.

3. The applicant receives an email from FMRT staff with directions, instructions, informed consent, and other pre-appointment paperwork.

4. The applicant is seen for evaluation, a verbal report is phoned or emailed to the agency (agency chooses), and the final report and recommendation follows within three days.

C. FMRT ONLINE – SECURE AND "GREEN"

FMRT client agencies have secure access to NC F-3 and The FMRT *BRAINS*™ Assessment reports with FMRT Online.

FMRT psychological, medical, drug screening reports are delivered online using the secure FMRT Online site.

Other relevant reports (Fitness for Duty, Risk Assessment, Special Teams evaluations, Promotional Evaluations, etc.) are delivered to client agencies through secure means as well.