CONTRACT FOR THE PROVISION OF POLICE PSYCHOLOGICAL SERVICES TO 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.

Sec. 1. Background and Purpose. The City of Durham Police Department wishes to provide certain basic professional psychological services to the Department and its employees, including such services as: critical incident stress debriefings; counseling and crisis intervention for employees involved in traumatic events; individual counseling; fitness-for-duty evaluations; special team evaluations; and training related to stress management and other issues identified by the 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 Psychological Services, Section 5.01, titled "Scope of Work" and Section 5.02, titled "Deliverables," (Attachment A). Said Work shall be performed in accordance with the specifications set forth in Attachment A and the methodology described in FMRT's Proposal for Police Psychological Services for DPD, Section II, titled "Methodology" (Attachment B).

The Contractor shall not publish or disclose to any party other than the "Client," as that term is described in Attachment B and FMRT's Proposal for Police Psychological Services for DPD, Section I, titled "Understanding of the Project" (Attachment C), 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 Client of the final proposed publication or disclosure draft, and written permission from the Client to publish or disclose such draft or portion thereof. The Client 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 psychological service, 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 psychological services 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 for Work performed pursuant to this contract as follows:

(a) $435 per evaluation for critical incident activities (consultation, response, debriefing, individual counseling, and follow-up evaluation);
(b) $975 each for fitness-for-duty evaluations, $485 each for follow-up evaluations;
(c) $545 each for fitness-for-assignment evaluations;
(d) $350 each for Annual Psychological at risk assignment evaluations;
(e) $215 per hour for individual counseling sessions;
(f) $215 per hour for training and training consultations; and
(g) $215 per hour for consultation or participation in department requested activities.

The maximum amount to be paid by the City to the Contractor pursuant to this agreement is $86,395.

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 no 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 Psychological Services, Section 5.01, Scope of Work, and Section 5.02, Deliverables, containing eight (8) pages.

Attachment B, FMRT's Proposal for Police Psychological Services for DPD, Section II, "Methodology," containing four (4) pages.

Attachment C, Proposal for Police Psychological Services for DPD, Section I, "Understanding the Project," containing one (1) page.

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, CFO & 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 9th day of May, 2016.

_____
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 for psychological services for its employees as follows:

Critical Incidents: In police critical incidents, such as where officers are hurt or killed, or cause death or serious injury to others, hostage negotiations, or similar situations, the psychologist/psychiatrist shall provide advice or consultation to the administration; response or intervention as designated by the department to resolve the situation; and debriefing or individual counseling sessions to address post-traumatic stress and minimize any adverse psychological impact on the employees and their work functions. Critical incident debriefings with police personnel and individual counseling for officers involved in critical incidents will occur after each critical incident as requested by the Chief of Police or designee. Intervention with affected officers will occur as quickly as possible on a 24-hour, 7-day basis. Any critical incident debriefings will be coordinated between the department and the psychiatrist/psychologist, and will usually occur within several days of the critical incident.

- Approximately forty (40) hours of critical incident activities can be expected during the three (3) years of the contract.

Tests/Evaluations: Any department-requested evaluation (i.e., fitness for duty, assignment to teams, or annual psychological for at-risk assignment), will include a battery of standardized tests followed by a comprehensive interview with the applicant. Any testing administered must be objective, job-related, nondiscriminatory, and validated for use with public safety candidates. 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. Subsequent to the evaluation, a report will be provided to the Police Department with a standardized rating scale and specific recommendations regarding the employee based on the essential functions for the sworn or non-sworn position. All HIPAA guidelines must be followed, including waiver forms and providing employee access to all their medical records upon request. All letters and memos will be marked "confidential", and all e-mails with medical or other confidential information will be sent with "confidential medical information" in the subject heading.

- Approximately forty (40) hours of fitness-for-duty or fitness-for-assignment and thirty one (31) annual psychological for at-risk assignment evaluations may be expected during the three (3) years of the contract.

[a] Fitness for Duty: When employee work performance suffers and the supervisors or the administration suspect the employee is in need of psychological assistance, the department may request a fitness-for-duty evaluation. The fitness-for-duty evaluation will provide the department with the psychologist's/psychiatrist's professional opinion as to whether the employee can perform the essential functions of his/her job and whether additional psychological services are needed. Fitness-for-duty evaluations may be required of both sworn and non-sworn employees, and must be specific to the individual assignment. Counseling or referral may be needed to assist the employee to return to full duty. The evaluations will be requested by the Chief of Police or designee, and coordinated between the department and the psychiatrist/psychologist.

[b] Fitness for Specialized Assignments: The Police Department has specialized assignments and teams, such as the Selective Enforcement Team. Before officers are assigned to certain specialized teams, psychological evaluations are needed to determine their suitability and any risk factors. These psychological evaluations must be specific to the specialized assignment. The evaluations will be given as requested by the Chief of Police or designee, and coordinated between the department and the psychiatrist/psychologist.

[c] Annual Psychological for at-risk Assignments: The Police Department has employees assigned to specialized assignments and teams, such as the Selective Enforcement Team, Special Victims Unit, Digital Forensic Specialist, etc. These employees may be exposed to work stressors beyond that of other employees. Employees who are assigned to certain specialized teams may have annual psychological evaluations with Psychologists in order to assess ongoing suitability for the position(s) and to identify any barriers to continued assignment. These psychological evaluations will be specific to the specialized assignment. The employees will be scheduled on an annual basis according to their hire date. The Police Department will be responsible for informing the psychiatrist/psychologist of any personnel changes to their rosters.

Individual Counseling: Police employees may request individual counseling after critical incidents on their own behalf. In addition to the mental health benefits provided by health insurance and the City's Employee Assistance Program, police employees may need individual counseling that is specific to the special stresses of police work. Police employees may request individual psychological services directly from the consultant. They may request counseling for personal and professional issues. The counseling provided to the employee will be specific to the individual and their assignment, and also specific to the special stresses of police work.

Employees, particularly police officers, are generally suspicious of psychological services provided by the employer, who contracts with the same vendor for advice, fitness-for-duty evaluations, and similar services. To engender trust, these employee-

initiated services will be confidential, with employee names omitted from the hourly billing on the invoices. In cases where the psychologist/psychiatrist has counseled an employee, and subsequently a fitness-for-duty or other employer-initiated psychological service is required in regard to that employee, a different psychologist/psychiatrist will be utilized. This will avoid the perception of a conflict of interest and help build the trust of employees.

At the discretion of the psychologist/psychiatrist, a separate location or entrance for individual consultations may be provided to maintain employee confidentiality, though this is not a requirement.

- Approximately forty (40) hours of individual counseling sessions can be expected during the three (3) years of the contract.

Training: Professional psychological training presentations may be needed, including some in-service training, stress training for police academies, anger management training, and other trainings as approved by the Chief of Police. Occasionally, police trainers, supervisors, administrators or others will need to consult with the psychologist/psychiatrist to develop training; discuss the psychological aspects of training; planning trainings on supervising or evaluating personnel; or for advice in handling sensitive situations. Trainings will be researched and adapted for the audience and include more-recent research and information.

- Approximately forty (40) hours of training and training consultations can be expected during the three (3) years of the contract.

Consultation/Participation in Department Activities: The department will consult with the psychologist/psychiatrist for advice, information, or request participation in activities as authorized by the Chief of Police. The psychologist/psychiatrist is encouraged to participate in activities that would provide better understanding of the department as authorized by the Chief of Police. Examples include ride-alongs with patrol officers; attendance at some meetings (i.e., Police Executive Staff, police administrators to plan trainings on stress or other psychology-related topics, roll-call with police squads); consultation with department representatives, supervisors or executive staff on psychological aspects of management, supervision, discipline, evaluation, or providing appropriate response to employees or situations involving psychological issues; assistance with research; or other miscellaneous activities.

- Approximately ninety (90) hours of consultation/participation activities can be expected during the three (3) years of the contract.

Compliance/Records: The Durham Police Department is internationally accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). All psychological services must comply with any applicable accreditation standards. The City, the Police Department, and any Contractor providing services, must follow all ADA, HIPAA and other legal guidelines. All HIPAA guidelines must be followed, including waiver forms and providing employee access to all their medical records upon request. All letters and memos will be marked "confidential", and all e-mails with medical or other

confidential information will be sent with "confidential medical information" in the subject heading. Copies of all case notes, test results, tapes, memos, letters, e-mails, and any other psychological data will be maintained confidentially by the psychologist/psychiatrist in a secure area for at least five years including time subsequent to the ending date of the contract.

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

5.02
Deliverables

The contractor will be required to provide the following deliverables:

General:

[a] All activities involving police personnel will occur in a location that is within Thirty-five (35) miles of the Durham Police Headquarters at 505 West Chapel Hill Street in Durham, NC.

[b] The Contractor shall send invoices to the City on a monthly basis that are itemized and shall document dates of service, hours or portions of hours for each service, type of service, and the name of the person receiving the service except in cases of confidential individual counseling where the name will be withheld.

Critical Incidents:

[a] During police critical incidents, the psychologist/psychiatrist shall provide advice or consultation as requested by the Chief of Police or designee on a 24-hour, 7-day per week basis. Telephone or pager response will be within fifteen (15) minutes.

[b] During police critical incidents, the psychologist/psychiatrist shall provide personal intervention or other response as requested by the Chief of Police or designee on a 24-hour, 7-day per week basis. Response to requests for in-person interventions or responses will be within sixty (60) minutes or as coordinated with the Chief of Police or designee.

[c] After critical incidents, debriefings with police personnel and individual counseling for officers involved in critical incidents will occur as requested by the Chief of Police or designee. Interventions or counseling may be needed on a 24-hour, 7-day basis as coordinated by the Chief of Police or designee, and response time in these instances will be within sixty (60) minutes. Other critical incident debriefings and individual counseling will occur within several days of the critical incident as coordinated by the Chief of Police or designee.

Tests/Evaluations:

[a] Department-requested evaluations (i.e., fitness for duty, assignment to teams, and annual psychological evaluation for at-risk assignments) will include a battery of standardized tests followed by a comprehensive interview with the applicant. The evaluation will occur within seven (7) business days of a request by the Chief of Police or designee.

[b] For department-requested evaluations, test booklets, answer sheets, examiner instructions, taped and written instructions, and other materials will be provided to the department as requested by the Chief of Police or designee.

[c] Testing will be conducted in accordance with the Americans with Disabilities Act (ADA).

[d] Prior to the administration of any psychological instruments or interview by 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. HIPAA guidelines will be followed for all testing, including waiver forms and providing employee access to all their medical records upon request.

[e] All tests will be objective, job-related, nondiscriminatory, and validated for use with public safety candidates.

[f] Fitness-for-duty, fitness-for-specialized-assignment, and annual psychological for at-risk assignment evaluations must be specific to the individual assignment. Evaluations will determine employee suitability for their current position or the specialized assignment and any risk factors.

[g] After any department-requested evaluation, a report will be provided to the Chief of Police or designee within three (3) business days of the evaluation. Reports will include (1) a standardized rating scale and specific recommendations regarding the employee based on the essential functions for the sworn or non-sworn position, (2) an evaluation of the employee's suitability for duty in their current assignment or suitability for a specialized assignment based upon an analysis of all psychological materials, including test data and interview results, (3) a recommendation based on the analysis, along with a justification and any reservations that the psychologist/psychiatrist might have regarding the validity or reliability of the results, and (4) the psychologist's/psychiatrist's professional opinion as to whether additional psychological services are needed.

[h] Counseling or referral after a fitness-for-duty or annual psychological evaluation (at-risk assignment) may be needed to assist the employee to return to full duty as authorized by the Chief of Police or designee. Scheduling for the counseling or referral will be coordinated between the Chief of Police or designee and the psychiatrist/psychologist.

[i] During the fitness-for-duty process where the employee is out of work due to ongoing counseling or treatment, weekly status reports will be provided to the Chief of Police or designee by the psychologist/psychiatrist. In cases where a referral has been made, a status report will be obtained from the specialist to whom the employee was referred.

Individual Counseling:

[a] Police employees may request individual psychological services directly from the consultant for personal or professional issues. Appointments requested by police employees will be provided within seven (7) business days.

[b] Individual counseling provided to the employee will be specific to the individual and their assignment, and also specific to the special stresses of police work.

[c] Employee-initiated services will be confidential, with employee names omitted from the hourly billing on the invoices.

[d] In cases where the psychologist/psychiatrist has counseled an employee, and subsequently a fitness-for-duty or other employer-initiated psychological service is required in regard to that employee, a different psychologist/psychiatrist will be utilized.

[e] At the discretion of the psychologist/psychiatrist, a separate location or entrance for individual consultations may be provided to maintain employee confidentiality. This is not a requirement.

Training:

[a] Professional psychological training presentations, such as for in-service training, stress training for police academies, anger management, and other trainings will be provided as requested by the Chief of Police or designee.

[b] Consultations with police trainers or other administrators will be provided at the request of the Chief of Police or designee to develop training; review psychological aspects of training; or assist in the planning of trainings involving psychological issues.

[c] Any trainings or training consultations will be researched and adapted for the audience and include more-recent research and information.

Consultation/Participation in Department Activities:

[a] The psychologist/psychiatrist will participate in activities to acquire better understanding of the department as authorized and coordinated by the Chief of Police or designee

[b] The psychologist/psychiatrist will attend meetings with departmental personnel as authorized and coordinated by the Chief of Police or designee.

[c] The psychologist/psychiatrist will provide consultation to department representatives, supervisors or executive staff on psychological aspects of management, supervision, discipline, evaluation, or providing appropriate response to employees or situations involving psychological issues; assistance with research; or other miscellaneous activities as authorized by the Chief of Police or designee. The psychologist/psychiatrist will respond to requests for consultation on non-critical matters within five (5) business days.

[d] The psychologist/psychiatrist will provide several communications to police personnel each year, outlining services provided, confidentiality of services, and other information designed to instill confidence and participation of employees; or other communication as requested by the Chief of Police or designee.

Compliance/Records:

[a] All psychological services must comply with any applicable accreditation standards.

[b] The psychologist/psychiatrist will follow all ADA, HIPAA and other legal guidelines. HIPAA guidelines must be followed, including waiver forms and providing employee access to all their medical records upon request.

[c] The psychologist/psychiatrist will comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).

[d] All letters and memos between the psychologist/psychiatrist and the department will be marked "confidential", and all e-mails with medical or other confidential information will be sent with "confidential medical information" in the subject heading.

[e] Any testing instruments must be legally defensible in court and legal

contentions.

[f] The psychologist/psychiatrist will be prepared to defend all procedures, test instruments, conclusions, and recommendations if a decision based, even in part, on psychological results is challenged.

[g] Copies of all case notes, test results, tapes, memos, letters, e-mails, and any other psychological data will be maintained confidentially by the psychologist/psychiatrist in a secure area for at least five years including time subsequent to the ending date of the contract.

Attachment B

II. METHODOLOGY FOR THE PROJECT

A. Agency as Client.

The FMRT Group provides psychological evaluation, consultation, and training services conducted by doctoral level psychologists with law enforcement experience. Services are likely desired from the most proximate FMRT location (Cary), although staff may be drawn from any of seven (7) North Carolina locations (see letterhead footer or visit www.fmrt.com) as needed. Services will also be provided as requested within the agency, or in other Durham-area settings as designated.

Services are provided upon written authorization by the Department, usually augmented by FMRT-specific (written) inquiries into the nature of the referral, nature of the specific position(s), and other ancillary information. Dependent upon the type of service (Fitness for Duty versus Promotional versus other), psychological interviews and mental status examinations are informed by the use of appropriately selected and utilized psychological test instruments.

Specific "Informed Consent Procedures" (example attached) and "Release of Information" forms (example attached) serve both to 1) inform the employee regarding the scope, purposes, and recipient(s) of the evaluation, and 2) comply with employment law and healthcare law, including ADA and HIPAA.

Commensurate with his particular experience Dr. Schulz will provide "lead" services to the DPD for Fitness for Duty services. Dr. Helminski will provide "lead" services for critical incident and counseling services. Other workload will be divided between the two, supplemented by other North Carolina psychological staff as needed, so that maximum support is provided to the client agency.

B. Employee as Client.

Services are provided (as envisioned) most often upon written authorization by the Department, usually augmented by FMRT-specific (written) inquiries into the nature of the referral, nature of the specific position(s), and other ancillary information. FMRT staff psychologists have both training and experience in appropriate response / interventions following critical, deadly-force, and other personal problems unique to law enforcement and other public safety (fire, EMS) personnel.

Specific "Informed Consent Procedures" (example attached) and "Release of Information" forms (example attached) serve both to 1) inform the employee regarding the scope, purposes,

and recipient(s) of the evaluation, and 2) comply with employment law and healthcare law, including ADA and HIPAA.

Commensurate with his experience and training Dr. Helminski will provide "lead" services for employee-as-client services.

C. Scheduling

1. Both agency-as-client and employee-as-client services may be initiated by the agency, dependent upon circumstances.

2. Employee-as-client services may be initiated by employees, dependent upon agency General Orders or procedures.

3. Both "sets" of services are easily scheduled using The FMRT Group central, toll-free numbers.
4. Emergent services are initiated by direct cell contact with The FMRT Group psychologist on call.

5. Both "sets' of services are most immediately deliverable through the Cary office of The FMRT Group. However, there may be times when sensitive issues and confidentiality favor the utilization of other FMRT offices.

D. FMRT Online – Secure and "Green"

1. FMRT client agencies have secure access to written reports (Fitness for Duty, Risk Assessment, Special Teams evaluations, Promotional Evaluations, etc.) with FMRT Online.

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

3. Reports are provided within three to five business days or less – the FMRT standard!

E. Particular Services Referenced in the RFP

1. Critical Incidents: FMRT can provide intervention with affected officers on a 24-hour, 7-day basis, initiated by cell phone contact with the on-call psychologist. Critical incident debriefings will be coordinated between the department and The FMRT Group North Carolina scheduler, and will occur within several days of the critical incident.

2. Tests/Evaluations: The FMRT Group utilizes specialized psychological testing procedures as appropriate to the clinical / forensic / personnel issues. Testing is

objective, job-related, nondiscriminatory, and validated for use with public safety candidates. Evaluations are conducted in accordance with the ADA and HIPAA guidelines. A report will be prepared and provided to the Police Department via FMRT Online, with a standardized rating scale and specific recommendations regarding the employee based on the essential functions for the sworn or non-sworn position. All letters and memos will be marked "confidential", and all e-mails with medical or other confidential information will be sent with "confidential medical information" in the subject heading.

[a] Fitness for Duty: These evaluations will be requested by the Chief of Police or designee, and coordinated between the department and the psychiatrist/psychologist. Appointments will be made within seven (7) business days of request. A report will be provided within three to five business days of the evaluation.

[b] Fitness for Specialized Assignments: These evaluations will be given as requested by the Chief of Police or designee, and coordinated between the department and the psychiatrist/psychologist. Appointments will be made within seven (7) business days of request. A report will be provided within three to five business days of the evaluation.

[c] Annual Psychological for at-risk Assignments: These evaluations will be scheduled on an annual basis according to hire date. The DPD will inform the psychologist of any personnel changes to their rosters. Appointments will be made within seven (7) business days of request. A report will be provided within three to five business days of the evaluation.

3. Individual Counseling: Police employees may request individual psychological services directly from the consultant for personal and professional issues. The FMRT Group will provide counseling that is specific to the individual, their assignment, and to the special stresses of police work. Employee-initiated services will be confidential, with employee names omitted from the hourly billing on the invoices.

   FMRT has two, Cary-area psychologists and fifteen (15) other professional psychologists to draw from in cases where there is the potential for conflict-of-interest, dual-roles engendered by prior, adverse / conflictual services. The FMRT Group's Cary office has multiple and discreet entrances and is located within a larger, multi-use professional building that allows for employee confidentiality. Appointments will be made within seven (7) business days of request.

4. Training: "Training is in our name" – FMRT stands for Fitness * Medical * Risk * Training Group! Please see our web site, www.FMRT.com.

5. Consultation/Participation in Department Activities: The FMRT Group will provide the Department with consultation and participation in authorized activities as authorized by the Chief of Police. FMRT understands that participation leads to understanding, and that is why several FMRT psychologists have participated in police academy and federal law enforcement training.

6. Compliance/Records: The Durham Police Department is internationally accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). The FMRT Group supports CALEA accreditation and IACP guidelines, and adheres to North Carolina statutory law for medical and psychological services. FMRT follows applicable ADA, HIPAA and other legal guidelines. Correspondence is properly identified as confidential. Records are maintained for seven (7) years pursuant to NC law for medical and psychological professionals.

Attachment C

I. UNDERSTANDING OF THE PROJECT

The Durham Police Department (DPD) desires that certain, basic professional psychological services be provided to the Department and its employees. The Scope of Work shall include: Critical Incidents; Fitness for Duty; Fitness for Specialized Assignments; Annual Psychological for at-risk Assignments; Individual Counseling; Training; Consultation/Participation in Department Activities; and Compliance/Records. The number of services hours over a (3) three-year contract period will be approximately 250 hours.

The FMRT Group's extensive experience with over 300 North Carolina public safety agencies leads to recognition of a high potential for conflict of interest / conflict of roles that attach to the providers of the above, omnibus psychological services. Specifically, the question of "Who is the client?" must be understood and addressed by the professional psychologist as he/she/they interact with public safety agencies and their employees. Please note in particular item #6 from the "Psychological Fitness for Duty Guidelines," 2009, International Association of Chiefs of Police (IACP) Police Psychological Services Section (attached).

When the DPD is the identified Client. For Fitness for Duty evaluations (as well as teaching / training duties, promotional and executive evaluations, and consultation) the "client" is clearly the Agency. The FMRT Group has an extensive history of being responsible to its client agencies, and being able to back up services, recommendations, reports, and other work products as needed in administrative and other forensic settings.

When the Employee is also the Client. The employee is a client in critical incident interventions, counseling / therapy, and individual counseling. Statutory doctor-patient obligations (as well as other legal duties such as duty to protect, etc.) attach to the provision of healthcare services such as these.

FMRT staff members not only have strong backgrounds and experience with direct-service provision of psychological healthcare services, but each staff member has specific training and experience in the interface between clinical and forensic (legal) psychology.