

RESOLUTION No. 2007-26-533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC., FOR PSYCHOLOGICAL TESTING SERVICES FOR THE POLICE DEPARTMENT, IN SUBSTANTIAL FORM AS THAT AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the past, the City contracted with Miami-Dade, County for police services, however, in fiscal year 2006-07, the City allocated funds for the development of its own police department, and

WHEREAS, psychological testing and evaluation for police officers, public service aides and sworn police officers is mandated for fitness-for-duty, and is a part of the hiring process and must be completed for all police officers sworn and non-sworn public service aides, and

WHEREAS, the City's purchasing Ordinance exempts services rendered by health providers, including mental health, from competitive bidding, and

WHEREAS, Law Enforcement Psychological and Counseling Associates, Inc. performs psychological testing and evaluation for several police departments in Miami-Dade County and Broward County including City of Miami, City of North Miami, City of Hallandale Beach, City of Ft. Lauderdale, City of Boca Raton, City of Homestead, Town of Davie, Miami-Dade County, and

WHEREAS, both the City and the Provider desire to enter into the Agreement, attached hereto as **Exhibit A**,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The City Manager is hereby authorized and directed to execute that certain Agreement with the Law Enforcement Psychological and Counseling Associates, Inc., for psychological testing services for police applicants for the City of Miami Gardens Police Department, in substantial form as that Agreement attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Law Enforcement Psychological and Counseling Associates, Inc., and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JANUARY 24, 2007.

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

  
SHIRLEY GIBSON, MAYOR

Prepared by SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Braynon

SECONDED BY: Councilwoman Watson

**VOTE: 7-0**

Mayor Shirley Gibson	<u>  x  </u> (Yes)	<u>    </u> (No)
Vice Mayor Oscar Braynon, II	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Melvin L. Bratton	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Aaron Campbell	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Andre' Williams	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Sharon Pritchett	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Barbara Watson	<u>  x  </u> (Yes)	<u>    </u> (No)

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Oscar Braynon II  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell  
Councilman Andre Williams  
Councilwoman Sharon Pritchett  
Councilwoman Barbara Watson

## MEMORANDUM

To: Mayor and City Council

From: Dr. Danny O. Crew  
City Manager

Date: January 24, 2007

Re: Proposed Resolution authorizing the City Manager to negotiate and execute an agreement for psychological testing services for the Police Department

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In the past the City contracted with Miami-Dade County for police service. In fiscal year 2006-07 the City allocated funds for the development of our police department. Psychological testing and evaluation for all police officers, public service aides and sworn police officers is mandated for fitness-for-duty.

Psychological testing and evaluation is part of the hiring process and must be completed for all police officers sworn and non-sworn and public service aides.

The City's purchasing ordinance exempts services rendered by health providers including mental health from competitive bidding. Law Enforcement Psychological and Counseling Associates, Inc. perform psychological testing and evaluation for several police departments in Miami-Dade County and Broward County including City of Miami, City of North Miami, City of Hallandale Beach, City of Ft. Lauderdale, City of Boca Raton, City of Homestead, Town of Davie, Miami-Dade County, etc. Dr. Mark Axelberd's psychological evaluations, delivery of results and costs per applicant are timely and comparable to the other entities he provides services to.

**Recommendation:** That the City Council approve the attached resolution authorizing the City Manager to negotiate and execute an agreement with law Enforcement

Psychological and Counseling Associates, Inc. to provide psychological testing and evaluation services for the Police Department in the amounts of \$250.00/Police Officer and \$150.00/Non-sworn positions which could exceed the City Manager's authority.

## Psychological Testing Services for Police Applicants

THIS AGREEMENT is made and entered into this 24th day of January, 2007, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and Law Enforcement Psychological and Counseling Associates, Inc. having its principal office at 3900 NW 79<sup>th</sup> Avenue, Suite 726, Miami, Florida 33166, authorized to do business in the State of Florida, (hereinafter referred to as "Contractor") and jointly referred to as "the Parties."

### WITNESSETH:

WHEREAS, the Contractor has offered to provide psychological testing services for all police officers, public service aides, and sworn police officers mandated for fitness-for-duty evaluation, that shall conform to the Scope of Services (Exhibit A) incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the City desires to procure from the Contractor such services for the City in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

### Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i)      Scope of Services (Exhibit A).
- (ii)     Price Schedule (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A.      This Agreement
- B.      Exhibit A
- C.      Exhibit B

## Article 2      Scope of Work

The scope of services is to conduct valid, reliable, and cross-cultural psychological testing of all police officer, public service aide, police commander, police sergeant, police captain, deputy chief, chief of police candidates, etc. at the Contractor's facility located in Miami-Dade County.

Contractor shall perform the work under the general direction of the City and shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the work. By signing this Agreement, Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the Work and the conditions under which the Work is to be performed.

## Article 3      Qualifications

Contractor and the individual executing this Agreement on behalf of the Contractor warrant to the City that the Contractor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Contractor is a licensed clinical psychologist and possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described. (Will only one psychologist perform the psychological testing? If not, all psychologists need to be licensed & certified.)

## Article 4      Compensation

For all Services provided by Contractor, the City shall pay Contractor in accordance with Exhibit B per individual applicant for Contractor's Services. Contractor shall submit monthly invoices for Services to the Human Resources Department (hereinafter referred to as "the Department"). City shall remit payment for all undisputed amounts within thirty (30) days of receipt of an invoice. All invoices shall include a detailed explanation of all fees and charges.

Contractor shall make no charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless approved by the City. If the City disputes any charges on the invoices, it may make payment of the contested amounts and withhold payment on the contested amounts until they are resolved. Reimbursable expenses shall be listed individually, with supporting documentation attached. (What are reimbursable expenses?)

## Article 5      Pricing

Prices shall remain firm and fixed for the term of the Agreement including, any option years; however, the Contractor may offer incentive discounts to the

City at any time during the contractual term and any extensions thereof. (Is there a maximum amount?)

Article 6      Contract Term

The Agreement shall become effective on January 24, 2007, and shall remain in effect for duration of three (3) years. The City, at its sole discretion, reserves the right to exercise the option to renew this Agreement for an additional two (2), one-year terms.

Article 7      Indemnification

Contractor shall, at Contractor's sole cost and expense, defend, indemnify, and hold the City and all of its elected officials, officers, agents, or employees, harmless from and against any and all losses, demands, claims, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all of its expenses including reasonable attorney fees and costs incurred in connection with the defense of any such claim or investigation, throughout the appeals process. Nothing contained herein shall be deemed a waiver of sovereign immunity by the City.

Article 8      Insurance

Contractor shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

Contractor shall provide and maintain professional liability (errors and omissions) insurance coverage, 1) \$500,000 per occurrence, \$1,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2) Claims made policy must have an extended period of two years or occurrence based policy; 3) Deductible program or Self Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SRI is required.

Contractor shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

Such liability policy of insurance shall designate the City as an additional insured and Contractor shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Contractor shall also provide City with proof that Contractor has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Contractor.

Contractor shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

#### Article 9      Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the City's desire to terminate this Agreement, Contractor shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager or his designee.

The City may terminate this Agreement for cause immediately, and without prior notice to Contractor. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to Contractor.

Contractor may terminate this Agreement by giving the City written notice at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Contractor and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Contractor to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Contractor will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Contractor for the services provided through the date of termination.

#### Article10      Ownership

All records originated or prepared by Contractor pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 11    Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 12    Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 13    Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida, with venue lying in Miami-Dade County, Florida.

Article 14    Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Contractor of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Contractor requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Contractor, whether or not similar to the act so consented to or approved.

Article 15    Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or

certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:  
Danny Crew, City Manager  
City of Miami Gardens  
1515 NW 167<sup>th</sup> Street #200  
Miami Gardens, FL 33169

Contractor:  
Mark Axelberd, Ph.D.  
Law Enforcement Psychological ,  
and Counseling Associates, Inc.  
3900 NW 79<sup>th</sup> Avenue, Suite 726  
Miami, FL 33166

With a copy to:  
Sonja K. Dickens, Esq.  
City Attorney  
Arnstein & Lehr LLP  
200 East Las Olas Blvd., Suite 1700  
Ft. Lauderdale, FL 33301

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

#### Article 16    Independent Contractor

Contractor is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Contractor shall be by employees of Contractor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Contractor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Contractor. The rights granted to Contractor hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

#### Article 17    Assignment

Subject to the provisions above, this Agreement shall not be assignable by Contractor.

#### Article 18    Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Contractor or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Contractor, corporation, individual or firm, other than a bona fide

employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19     Attorneys' Fees

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 20     Non-Discrimination

Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Contractor will take affirmative action to insure that all employment practices are free from such discrimination.

Article 21     Conflict of Interest

Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22     Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23     Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 24     Individually Identifiable Health Information and/or Protected Health Information

Any person or entity that performs or assists the City of Miami Gardens with a function or activity involving the use or disclosure of "Individually

Identifiable Health Information (IHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security and electronic transfer standards, including but not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures; reporting to the City of Miami Gardens of any non-permitted use or disclosure;
- c. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IHI/PHI will be held confidential;
- d. Making Protected Health Information (PHI) available to the customer;
- e. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- f. Making PHI available to the City of Miami Gardens for an accounting of disclosures; and
- g. Making internal practices, books and records related to PHI available to the City of Miami Gardens for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

#### Article 25    Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

#### Article 26    Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27    Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28    Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

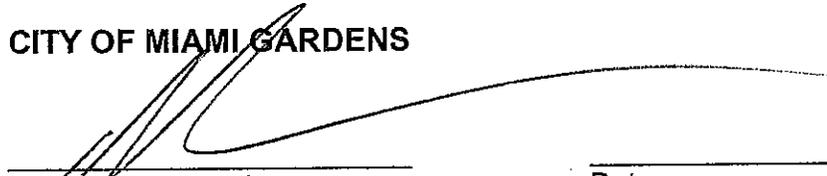
Article 29    Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

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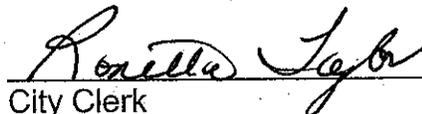
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

**CITY OF MIAMI GARDENS**

  
\_\_\_\_\_  
Danny Crew, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

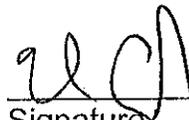
  
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City Clerk  
Ronetta Taylor, CMC

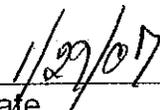
**Approved as to form and legal sufficiency:**

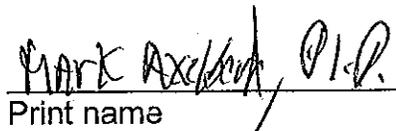
  
\_\_\_\_\_  
Sonja Dickens, City Attorney

**LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC.**

By:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print name

**Scope of Services**

The Contractor shall:

- A. Administer and interpret one or more tests, which shall identify and screen Police Officer applicants who possess the following psychological characteristics:
  - 1. Psychosis
  - 2. Character disorders (especially anti-social personality disorders)
  - 3. Significant neurotic symptomatology (phobic personality, undue suspiciousness)
  - 4. Mood disorders (anxiety, depression)
  - 5. Poor impulse control (anger/hostility patterns)
  - 6. Need for high levels of excitement
  - 7. Tendency to be very passive or aggressive in the face of conflict
  - 8. Strong racial or ethnic prejudice
  - 9. Poor self-concept
  - 10. Job performance predictions of absence, lateness, and disciplinary actions
  - 11. Substance abuse tendencies
  
- B. Administer and interpret one or more tests which shall identify and screen Public Service Aide applicants who possess the following psychological characteristics:
  - 1. Psychosis
  - 2. Character disorders (especially anti-social personality disorders)
  - 3. Significant neurotic symptomatology
  - 4. Mood disorders
  - 5. Poor impulse control
  - 6. Need for high levels of excitement
  - 7. Tendency to be very passive or aggressive in the face of conflict
  - 8. Strong racial or ethnic prejudice
  - 9. Poor self-concept
  
- C. Administer and interpret one or more tests which shall identify Police Officer applicants who possess the following psychological characteristics:
  - 1. Maturity
  - 2. Responsibility
  - 3. Socialization adequacy
  - 4. Flexibility
  - 5. General academic potential
  - 6. Interpersonal conflict measures (assertiveness, moodiness, social alienation, family discord)

7. Social ability
  8. Initiative/goal orientation
- D. Administer and interpret one or more tests which shall identify Public Service Aide applicants who possess the following intellectual and psychological characteristics:
1. Academic potential
  2. Positive adjustment
  3. Maturity
  4. Responsibility
  5. Socialization adequacy
  6. Flexibility
  7. Compliance to rules and regulations
  8. Interpersonal conflict measures (assertiveness, moodiness, social alienation, family discord)
  9. Social ability
  10. Initiative/goal orientation
- E. The Contractor shall administer and interpret tests for sworn police officers of the City that have been mandated for a Fitness-For-Duty evaluation.
- F. Conduct a clinical interview of at least 30 minutes with applicants for all positions for the purpose of confirming or ruling out the psychological characteristics identified during testing (see items A,B,C and D above).
- G. Perform other tasks related to applicant screening, including but not limited to the following:
1. Provide CMGPD with a complete glossary of all scales, and terms relevant to the screening process and evaluation report
  2. Re-test and re-evaluate applicants, as request by the City
  3. Appear and give testimony in a court of law and at CMGPD hearings regarding work performed under the ensuing agreement
  4. Conduct research and investigation to assure that all tests and procedures used in the screening process are, as close as possible, valid, reliable, and cross-cultural
- H. The Contractor shall also be responsible for the following:
1. Contractor shall identify an individual to serve as Coordinator. Said individual shall monitor agreement provisions and at the request of the City, be available for telephone consultation and occasional meetings with City background investigators to discuss and clarify evaluation results.
  2. Contractor must have access to sufficient computer capability and capacity to score test results, develop performance profiles,

prepare various statistical and summary reports, and store all test and evaluation data.

I. Location, Hours of Service and Availability

1. Applicant testing and evaluation shall be conducted at the Contractor's facility located at 3900 NW 79<sup>th</sup> Avenue, Suite 726, Miami, Florida 33166. This facility is of sufficient size and accommodation to process approximately 10 applicants per day,; however, the number of applicants may fluctuate between 10-15 per day during the height of the initial recruiting period (anticipated period august through September 2007), depending on the City's needs. The City will make every attempt to provide 30 days notice of when the "initial" recruiting period will begin. Testing and evaluation services must be provided during normal business hours, from 8 a.m. to 5 p.m., Monday through Friday.
2. Contractor must provide courier services during normal working hours for delivery of reports to the Human Resources office. Travel time shall not be billed to the City and is not considered services under this agreement.
3. Contractor shall be available for occasional telephone consultations during normal business hours (8:00 a.m. – 5:00 p.m.)

J. Written Reports and Reporting Requirements

Contractor shall submit any and all required reports to the City by the dates(s) and time(s) to be specified below or to be specified by the City at a later date. These reports shall include, but are not limited to the following:

- Test Results and Clinical Interview Results

1. For each applicant tested by the Contractor, the Contractor shall provide the City with a report summarizing written test findings, background material and interview observations, and provide a rating for each applicant.
2. Contractor shall provide a maximum turnaround of two (2) business days, for written results, between the testing and evaluation of an applicant, and the submittal of an evaluation report to the City within twenty-four (24) hours of testing and evaluation.
3. Special requests by the City for test and clinical interview results shall be delivered the same day as requested by the City, but in no case shall they be delivered later than 10:00 a.m. on the first business day following the day on which they were requested.
4. Participate in quarterly meetings (or as required) with the City to review specific test results or developments and milestone events in the psychological testing services program.

- Statistical Reports

Contractor shall provide semi-annual and/or annual statistical reports at the request of the City. Such reports shall be in the format and shall contain the data fields requested by the City. Such reports shall include but not be limited to the number of applicants tested; the number of applicants tested by race, ethnicity, and gender; the number of applicants in each rating category, by race, ethnicity, and gender; the number of applicants in each rating category, by race, ethnicity, and gender, for a specific timeframe, etc.

K. Applicant Referrals

All applicants will be referred and follow-up appointments made exclusively by the designated City staff from the Human Resources Department and only designated City staff are authorized to make appointments for the applicants.

Designated City staff will call or fax the names of applicants to be tested to the Contractor. Contractor shall accommodate the City's needs for scheduling applicants.

L. Special Referrals (sworn Police Officers mandated for fitness-for-duty evaluation)

Make special referrals (beyond psychological testing services), as required, that include but are not limited to psychiatric or neurological consultations, for sworn Police Officers mandated for fitness-for-duty evaluation.

**Price Schedule**

<b>Type of applicant evaluation</b>	<b>Cost per applicant evaluation</b>
Police Officer	\$250.00/each
Non-Sworn Positions (dispatchers, community service aides, etc.)	\$150.00/each

Above cost includes feedback to applicants when requested.

Any extra training and ongoing consultation provided by Contractor is also included in applicant evaluation fee.