

**CONTRACT / AGREEMENT  
BETWEEN THE CITY OF GREENSBORO, NORTH CAROLINA AND  
THE FMRT GROUP  
FOR THE PSYCHOLOGICAL ASSESSMENT AND ASSISTANCE PROGRAM  
FOR THE GREENSBORO POLICE DEPARTMENT**

This contract is made and entered into as of the   1st   day of   July  , 2015, by the City of Greensboro ("City") and Law Enforcement Services Group, PLLC, d/b/a The FMRT Group ("Contractor"), a professional limited liability company organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. The City is regularly in the process of recruiting new police officers and requires the services of the Contractor to administer pre-employment and post-offer psychological examinations to assist the City in assessing the suitability of applicants. Additionally, the City requires continuous psychological services from the Contractor throughout the lifetime of an officer's career.

As a result the City desires the Contractor to provide psychological / medical services for pre-screening (for employment) psychological evaluations, post-offer of employment psychological evaluations, fitness for duty evaluations, critical incident evaluations, critical incident and trauma peer training, risk of violence assessments, and supervisory consultation and training.

Sec. 2. Services and Scope to be Performed. During the term of this contract, the Contractor shall provide the City with psychological services as desired by the City within the following terms and conditions:

A. Pre-Screening Psychological Evaluations

- a. The City will cause applicants to complete the necessary screening assessments, including administration of the NDRT (unless otherwise specified) under standardized conditions.
- b. The City will direct applicants to complete online assessments ([www.ncf3.com](http://www.ncf3.com)) NC F3, BRAINS™, and other assessments as warranted).
- c. Contractor will review all pre-screening assessment procedures for each applicant, and then issue a written report ("suitable for progression" / "provisionally suitable for progression" / "not suitable for progression") via FMRT Online.

B. Post-Conditional Offer Psychological Evaluations

- a. Contractor will provide post-offer psychological evaluation services that meet or exceed IACP standards.
- b. Contractor will provide appointments to applicants within three (3) to five (5) business days of a request by the City.

- c. Contractor will ensure that any documentation or information provided to the applicant indicates that the City is the client for purposes of the examination and, as such, any and all examination materials and results shall be provided exclusively to the City, and not the applicant, unless otherwise required by law.
- d. Contractor will administer comprehensive testing and clinical interviews designed to determine suitability for law enforcement employment.
  - i. Tests administered are among those customarily employed to determine cognitive abilities, personality characteristics, and other aspects of work-related performance, validated, and nondiscriminatory.
  - ii. Clinical interviews with applicants after testing use structured, semi-structured, and job-related interview formats for all applicants, and are scheduled to allow for sufficient time to cover appropriate background and test results verification.
- e. Contractor will provide a verbal recommendation (“Suitable” / “Not Suitable” or “Deferred”) to the City within (1) business day, unless additional documentation is required of the applicant and / or any treatment provider.
- f. Contractor will provide a written report concerning the recommendation to the City within (5) business days after the completion of a post-offer psychological examination via FMRT Online, unless additional documentation is required of the applicant and / or any treatment provider.
- g. Written reports and recommendations, and to the extent requested, examination materials and examination responses, are to become, upon receipt by the City, the exclusive property of the City.
- h. Contractor will maintain copies of all materials, questions, responses, reports, recommendations, data, and any and all communications created or received pursuant to this contract in a secure area for a minimum of five years from the date the material, question, response, report, recommendation, data or communication was created or received.

C. Fitness for Duty Evaluations

- a. Contractor will provide Fitness for Duty evaluations which meet or exceed IACP standards, and include clinical consultation and mental status examination with employee, review of relevant records, and relevant psychological and/or laboratory testing.
- b. Fitness for Duty evaluations are traditionally needed when:
  - i. An employee desires to return to work after an extended (non-FMLA) leave or short term disability; or
  - ii. An employee has experienced medical, psychological, or behavioral job related difficulties.
- c. Verbal results from Fitness for Duty evaluation (“Fit” / “Not Fit”) will be provided within (1) business day, unless additional documentation is required of the employee and / or any treatment provider.

- d. A written report including findings will be provided within (5) business days via FMRT Online unless additional documentation is required of the employee and / or any treatment provider.

D. Critical Incident Appointments

- a. Contractor will provide psychological appointment for affected officers.
- b. City and Contractor will coordinate via telephone or email to set up critical incident appointment / psychological first aid evaluations.
- c. Contractor will provide services on an emergent basis or within (5) business days of the critical incident.

E. Critical Incident / Psychological First Aid and Trauma Peer Support Training

- a. Contractor will train City selected officers to become peer counselors.
- b. City selected officers will complete (3) online assessments and then participate in an initial training by the Contractor.
- c. Contractor will be available for telephone consultation to peer counselors on an as-needed basis.
- d. Contractor will provide quarterly training events for peer counselors.

F. Supervisory Consultation and Training

- a. Consultation/Participation in Department Activities: Contractor will provide the City with consultation and participation in authorized activities as authorized by the Chief of Police.
- b. Training: Contractor will provide the City with training per the City's request.
- c. As outlined in the RFP (2011-0121, page 4, para 3) Contractor understands that it "will be responsible for making a recommendation for treatment, if any", and also for making "a determination of whether the need for treatment is directly related to circumstances arising out of employment as a Police Department employee or if the need for treatment arises from non-work related issues" (page 4 of RFP No. 2011-0121).

Sec. 3. Term of Agreement. The term of this Agreement shall commence upon the date the contract is fully executed and shall terminate after (36) months.

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. Compensation. The City shall compensate the Contractor for services at the rates shown in Attachment A.

Sec. 6. Contractor's Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document and describe, to the reasonable satisfaction of the City, the date(s) of each service with applicant / employee identifying information and the specific fee charged per the service rendered.

Within thirty days after the City receives an invoice, the City shall send the Contractor a check for payment in full of all undisputed amounts contained in the invoice.

Sec 7. Non-Discrimination. Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, sexual preference, age, disability, or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at the City's option, in a termination or suspension of this agreement in whole or part.

Sec. 8. Termination. Either party may terminate this agreement for convenience upon sixty (60) days written notice to the non-terminating party.

Sec. 9. Amendments. This contract / agreement shall not be modified or otherwise amended except in writing and signed by the parties involved.

Sec. 10. General Conditions. This contract / agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this contract / agreement shall lie in Guilford County.

Neither Party may assign any rights or obligations under this contract / agreement to any other party unless specific written permission from the other party of obtained.

The captions utilized in this contract / agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

This contract / agreement shall be binding upon and shall inure to the benefit of each or the parties and of their respective successors and permitted assigns.

This contract / agreement may not be amended, release, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this contract / agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce each and every provision of this contract / agreement.

During the terms of this contract / agreement Contractor assure City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, in that Contractor does not on the grounds of race, color, national origin, sex, age, disability or marital status, discriminate in any form or manner against the Contractor's employees or applicants for employment. The Contractor understands and agrees that this contract / agreement is conditioned upon the veracity of this statement of assurance.

The Contractor shall at times comply with all Federal, State and local laws, rules and regulations.

The invalidity or unenforceability of any particular provision of this contract / agreement shall not affect the other provisions hereof, and this contract / agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Wherever provision is made in this contract / agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered; if delivered by hand or mailed by United States certified mail or sent by facsimile, addressed as follows:

Contractor:

City:

Elizabeth Morris, M.A.  
Management Team Member  
The FMRT Group  
2150 Country Club Road, Suite 228  
Winston-Salem, NC 27104  
336.761.0764

Matthew Schweitzer, Safety & Health Manager  
Human Resources Department  
City of Greensboro  
P.O. Box 3136  
Greensboro, NC 27402-3136  
336.373.2167

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, email, facsimile, or United States mail notice of election to change such address.

Sec. 11. Scope of Agreement. This contract / agreement is intended by the parties hereto to be the final expression of their contract / agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

Now, therefore, this contract / agreement further witnessed, that the Contractor does hereby covenant and agree with the City to faithfully provide the professional support services as set forth in this document.

Sec. 12. Performance of Work by City. If the Contractor fails to perform the Work in accordance with this contract, 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 30 days notice of its intention.

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.

ACCEPTANCE BY THE CITY OF GREENSBORO

\_\_\_\_\_  
Name / Title for City

\_\_\_\_\_  
Date

NORTH CAROLINA  
COUNTY of GUILFORD

I, a Notary Public in and for the aforesaid County and State certify that \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me this day and  
acknowledged that he or she is the \_\_\_\_\_ of the City of Greensboro,  
a municipal corporation, and that by authority duly given and as the act of the City, the  
foregoing contract was signed in its corporate name by \_\_\_\_\_  
sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

ACCEPTANCE BY THE FMRT GROUP

*Elizabeth Morris, M.A.*

Elizabeth Morris, M.A.  
Law Enforcement Services Group, PLLC  
d/b/a The FMRT Group

*6/12/15*  
Date

NORTH CAROLINA  
COUNTY OF FORSYTH

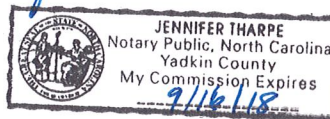
I, a Notary Public in and for the aforesaid county and state, certify that Elizabeth Morris personally appeared before me this day, stated that she is a manager of Law Enforcement Services Group, PLLC d/b/a The FMRT Group, a professional limited liability company organized and existing under the laws of the state of North Carolina, acknowledged that the foregoing contract with the City of Greensboro carries on the company's business in the usual way, and acknowledged the due execution of the contract on behalf of the company.

This the 12 day of June, 2015.

*Jennifer Tharpe*  
Notary Public

My commission expires:

9/16/18





**Attachment A, Continued  
City Compensation to Contractor**

**Fee Schedule for Pre-Hire Services - 7/1/17 through 6/30/18**

|                                                            |                               |
|------------------------------------------------------------|-------------------------------|
| <b>A. Pre-Screening Psychological Evaluations</b>          |                               |
| a. <b>BRAINS™ Assessment</b>                               | <b>\$35.00</b>                |
| b. <b>Screening Evaluation Report</b>                      | <b>\$100.00</b>               |
| <b>B. Post-Conditional Offer Psychological Evaluations</b> | <b>\$340.00</b> (3% increase) |

**Fee Schedule for Post Hire Services - 7/1/17 through 6/30/18**

|                                                                                 |                   |
|---------------------------------------------------------------------------------|-------------------|
| <b>C. Psychological Fitness for Duty Evaluations</b>                            | <b>\$950.00</b>   |
| Follow-Up FFD Evaluations (when necessary)                                      | <b>\$475.00</b>   |
| <br>                                                                            |                   |
| <b>Medical Fitness for Duty Evaluations</b>                                     | <b>\$875.00</b>   |
| Follow-Up FFD Evaluations (when necessary)                                      | <b>\$475.00</b>   |
| <br>                                                                            |                   |
| <b>Psychological &amp; Medical Fitness for Duty Evaluations</b>                 | <b>\$1,400.00</b> |
| Follow-Up FFD Evaluations (when necessary)                                      | <b>\$650.00</b>   |
| <br>                                                                            |                   |
| <b>D. Officer Involved Shooting/Critical Incident Appointments</b>              | <b>\$425.00</b>   |
| Cost includes one, recommended three month follow-up appointment                |                   |
| <br>                                                                            |                   |
| <b>E. Critical Incident / Psychological First Aid and Trauma Peer Training</b>  |                   |
| • Pre-Training Candidate Self-Assessments at Cost: <b>\$125</b>                 |                   |
| • Initial Day-Long Training: <b>\$4,200</b>                                     |                   |
| • Quarterly Half-Day Meetings / Trainings: <b>\$1,500</b>                       |                   |
| • On-Call / Supervision Between Trainings – <b>No Charge</b>                    |                   |
| <br>                                                                            |                   |
| <b>F. Supervisory Consultation and Training</b>                                 |                   |
| Consultation / Participation in Department Activities: <b>\$215.00</b> per hour |                   |
| Training: Half-Day: <b>\$1,500.00</b> / Full-Day: <b>\$4,200.00</b>             |                   |

\* The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section without prior, written authorization by The City.



**City of Greensboro**  
**Contract Signature Authorization Sheet**  
**Police**

**Vendor:** Law Enforcement Services Group


**Tracking number:** 9,859

**Contract Number:**

**Change Order Number:**

**Service, Item or Project Description:**

Psychological Assessment and Assistance Program for the Greensboro Police Department.

 **Signatures**

Wayne Scott Date: 6-15-15  
**Department Head Recommendation/Authorization**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_ Date: \_\_\_\_\_  
**Deputy Finance Officer**

\_\_\_\_\_ Date: \_\_\_\_\_  
**City Attorney: Approved as to form**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Assistant City Manager: Authorized**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Mayor: Executed**

\_\_\_\_\_ Date: \_\_\_\_\_  
**City Clerk: Attested**