

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
PSYBUS PSYCHOLOGICAL CONSULTANTS, P.C.
AND THE CITY OF ANN ARBOR
FOR PSYCHOLOGICAL EVALUATIONS OF AAPD EMPLOYEES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Psybus Psychological Consultants, P.C. ("Contractor") a Michigan professional service corporation with its address at 29201 Telegraph Rd., Suite 600, Southfield, Michigan 48034, agree as follows on this 8th day of February, 2016.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Safety Services Area, Police Services Unit.

Contract Administrator means Chief of Police, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Psychological Evaluations of Ann Arbor Police Services Unit Employees

II. DURATION

This Agreement shall become effective on February 8, 2016, and shall remain in effect until satisfactory completion of the Services or June 30, 2017, whichever occurs earlier unless terminated as provided for in Article XI.

The City reserves the right to renew this Agreement for five additional one-year terms, concurrent with its fiscal year (July 1st to June 30th) on the same terms and conditions at the rates specified in Exhibit B. On notice of the City's intent to exercise this right, the parties agree to execute a renewal agreement for the respective term.

III. SERVICES

- A. The Contractor agrees to provide professional psychological evaluation services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by licensed professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by licensed professionals regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Psybus Psychological Consultants, P.C.
29201 Telegraph Rd., Suite 600
Southfield, Michigan 48034
Attn.: Linda K. Forsberg, President

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Police Chief
Police Department
301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By *D. Linsk, PhD, ABPP*

Its

Dr. Linda K. Forsberg, Ph.D., ABPP

FOR THE CITY OF ANN ARBOR

By *Tom Crawford*
Tom Crawford, Interim City Administrator

Approved as to substance

James Baird
James Baird, Interim Police Chief

Approved as to form and content

Stephen K. Postema
Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

General

It is agreed that during the term of this contract psychological evaluations and consultation shall be provided by Linda K. Forsberg, Ph.D., ABPP, on behalf of Contractor.

This contract for services shall not be construed as an exclusive work contract with Linda K. Forsberg, Ph.D., ABPP and does allow for her to work for other entities during its term. However, since evaluations will be requested on a case-by-case basis, in the event, Dr. Forsberg is unavailable for any reason, Contractor shall provide another qualified employee to prepare the needed service(s). On request, Contractor shall provide the professional qualifications of anyone substituting from Dr. Forsberg due to her unavailability. For purposes of this contract, "unavailability" shall be defined as unreachable after due notice of a request for service as well as the inability to perform the service at the date and time requested due to prior commitments.

Scope of Work

1. New Hire Psychological Evaluations

a. Pre-Evaluation Plan

The psychological evaluation procedure measures an individual's current ability to perform the essential functions of the job. Psybus tailors each evaluation based upon the agency specific needs and based upon the particular job description. Based on the job description, the evaluation assesses whether an individual can, from a psychological standpoint, perform the essential job functions. The purpose of the psychological evaluation procedure is to screen out applicants likely to show job performance problems and to identify those individuals likely to succeed in job performance.

The Michigan Council of Law Enforcement Standards (MCOLES) psychological standard for entry level police officers is to be "free from mental and emotional instabilities." MCOLES sets minimum standards for the State of Michigan. Each agency can set standards above the minimum. Hence, personality and character traits can also be evaluated in a pre-employment psychological evaluation, Dr. Forsberg will review existing job descriptions and consult with the Ann Arbor Police hiring authority prior to evaluating candidates for the Ann Arbor Police Department in order to identify skills, behaviors, attributes and other personal characteristics associated with effective and counterproductive job performance.

The client relationship is extremely important in the delivery of the services described in RFP No. 953 (November 2015). A clear understanding of what the psychological evaluation is and how it can provide great assistance in hiring efforts would be conveyed prior to the start of Psybus providing services. It is recommended that a meeting with Human Resources, Police Administration, and selected others involved in the hiring process occur at the start of the contract period. The purpose of this meeting is to inform all key client personnel about the psychological evaluation process and to obtain the client's perspective regarding important personality traits and competencies for the job(s). Further ongoing client relationship building is recommended.

After the existing job descriptions are reviewed and the specific needs of the client have been discussed, the client calls or emails Psybus and requests an evaluation. Psybus is able to provide appointments within one week of the initial call. If necessary, Psybus is able to accommodate special circumstances, such as an immediate appointment.

b. Psychological Evaluation Plan and Procedure – Written Test and Interview

All candidates are instructed to arrive at the Psybus offices in Southfield, Michigan at 7:45 a.m. Evaluations start at 8:00 a.m. Candidates are also informed that this is an all-day process. At the start of the evaluation, candidates are provided with instructions for the process. They are presented with a Post-Offer Psychological Evaluation Disclosure and Informed Consent Statement that provides an overview of the evaluation, limits of confidentiality, a statement that the report of findings will not be given to the candidate, (but rather to the hiring agency), and a Genetic Information (GINA) statement. Under the terms of Title II of the Genetic Information Non-Discrimination Act of 2008 (GINA) family medical history or other genetic information about the candidate will not be requested in the course of the examination. An additional HIPPA release form is given to the candidate to read and sign. This form states that the applicant is authorizing Dr. Forsberg to use and disclose her findings and opinions concerning past, present or future physical or mental health conditions of the applicant, as well as her conclusions, opinions, and recommendations as to the candidate's psychological suitability for the position he/she is applying for.

In keeping with IACP Guidelines and professional best practices, the psychological evaluation consists of two major components: first, completion of written assessment instruments, i.e., a written background history form (Psybus Personal Information Summary) and a battery of psychological tests. Secondly, a face-to-face interview with Dr. Forsberg.

i. Written Test

The written portion of the evaluation takes 3-4 hours for completion. The written portion of the evaluation consists of

signing a consent form acknowledging that the employer will receive the results and not the individual candidate and that the candidate does not have a confidential relationship with Dr. Forsberg. An 11-page personal history form is completed and then four written psychological tests are administered. Tests are scored in the Psybus office as they are completed. This allows for all scoring to be done prior to the interview.

The written tests utilized have been shown to be valid instruments in the selection of police officers and other public safety personnel. Cognitive ability is measured with two IQ tests: the Shipley-2 Vocabulary Test, a test of verbal reasoning; and the Shipley-2 Block Patterns Form, a test of nonverbal reasoning and general problem solving ability. These are tests measuring general problems-solving ability, both verbal reasoning and nonverbal (visual-spatial) reasoning.

Emotional stability and emotional control are measured with Minnesota Multiphasic Personality Inventory-2 (MMPI-2). Character development and personality traits are measured with the California Psychological Inventory (434) Police and Public Safety Selection Report. The MMPI-2 and the CPI are the most commonly used psychological tests for the screening of police applicants. These two tests are similar in format. At the same time, they provide confirmatory information and also different information.

The tests utilized have been shown to be reliable and valid indicators of positive job performance for police officers. The two personality tests used, the California Psychological Inventory and the MMPI are the two most widely utilized tests for pre-employment selection purposes. These tests are scored against appropriate normative groups, i.e., entry level police officers. Newer versions of MMPI-2 have been recently published. In keeping with best practices, the newer versions would be implemented at some time in the future.

After completing all tests, the candidate is invited to take a lunch break.

ii. Interview

The second part of the evaluation is the one-on-one interview with Dr. Forsberg. All tests have been scored prior

to the interview so that Dr. Forsberg can utilize test results in the interview process as deemed necessary. The interview is a face-to-face, semi structured interview that focuses on behaviors relevant to the job elements required for the position and relevant to being armed. Being structured means that all candidates receive the same questions during the interview. Semi-structured means that the interview will be tailored to a candidate's specific answers to test items and to interview questions.

The interview includes information obtained directly from the candidate about personal background, education, job history, military history, medical history and current medical conditions, alcohol history and current usage, drug history and current usage, legal history, disciplinary action at jobs, and financial status. Additionally, the face-to-face interview allows the evaluator to assess real-time communication and social skills. A series of judgment and problem-solving questions are asked to assess these areas. Also, ability to work under stress is further assessed during the interview.

The interview has four primary purposes:

1. To obtain background information from the applicant regarding family, work, education, and training. This objective data can then be compared to information gathered in a departmental background investigation;
2. To observe the applicant's social and interactive skills firsthand in a stress-relation situation;
3. To obtain clarification regarding an applicant's questionable test results;
4. To further assess judgment, problem-solving ability, and level of emotional control when under scrutiny or verbal confrontation.

The semi-structured clinical interview includes assessment in at least ten (10) main areas:

1. Ambition and motivation for pursuing a law enforcement position;
2. History of relevant work experience, job stability and job longevity;
3. Education and interests;
4. Family stability;
5. Identification of personal strengths and weaknesses;

6. Willingness to be supervised and to follow rules;
7. Level of management of emotions, including anger, aggression, frustration and depression;
8. History of antisocial acts or trouble with the law;
9. History of and current use of alcohol and other substances;
10. Interpersonal effectiveness and social and safety judgment under stress.

The clinical interview takes about one half hour with additional time as warranted.

Following the applicant's interview he/she is invited to leave Psybus's offices. The exact time an applicant leaves the office depends on the number of applicants being evaluated in one day and the speed with which individuals complete the written portion of the evaluation.

It is important to underscore the totality of the evaluation. The important decision of whether a candidate is psychologically suited to the position in question is based on a very thorough psychological evaluation that includes written history forms, test results and interview data. The nature of the testing is such that there is redundancy between tests. The value of this repetition is that no one answer is likely to result in an unfavorable decision. It is the totality of the evaluation that leads to an ultimate decision. As an example, it is a common occurrence that individuals seeking employment tend to answer personality tests in a defensive fashion. Defensiveness can be indicative of lack of truthfulness or indicative of an effort to present oneself in a positive manner in an effort to be hired. High defensiveness on one or more personality tests would not be the sole reason to find a candidate unsuitable.

c. Post-Evaluation Plan and Report

Overall, an applicant is assessed in three major areas: cognitive ability, character development, and emotional stability. The area of character development and emotional stability can be further broken down. They include an evaluation in the following areas: honesty and defensiveness, motivation and effort, maturity and responsibility, social skills and self-confidence, judgment and problem-solving under stress, resistance to addictive and compulsive behaviors.

Within 48 hours after the formal evaluation, Dr. Forsberg will contact the Police Chief and the Police Human Resources staff member to discuss the psychological evaluation results of individual candidates and to indicate her preliminary recommendation regarding hiring of the applicant. Dr. Forsberg is able to provide insight into the specific candidate. In turn, the client can

provide feedback about job placement suitability. Past experience has suggested there is great value to the client in these feedback sessions. Dr. Forsberg will provide preliminary findings regarding the applicant.

A report will be generated regarding each applicant's suitability for employment within one week (5 working days) from day of evaluation to report. The reports are password protected documents sent via email, with a confidential password given only to the Police Chief or whomever is the recipient of the report.

Generally, the report is between 8 and 10 pages. This report provides the information obtained regarding personal background history, education, work history, medical/medication history and current status, alcohol and drug history and current usage. The report provides test results. A final summary of findings is given with an ultimate conclusion of being "psychologically suitable" or "not psychologically suitable" for the position in question. At all times, the purpose of the evaluation is addressed. This is an employment evaluation to determine job suitability, not a clinical evaluation. No diagnoses are made. No unnecessary personal information is included except for identifying purposes. In keeping with GINA, no family medical (Genetic) information is obtained from the applicant. The report prepared by Psybus will contain specific recommendations for the Ann Arbor Police Department as to whether the applicant should or should not be hired for the position he/she is seeking, and whether the applicant can, from a psychological standpoint, perform the essential functions of the job.

As a value added, Dr. Forsberg can provide specific suggestions regarding a candidate's training or learning styles, as applicable. (Reference RFP Response Proposal – Project Descriptions – Exhibit 3 (sample))

2. Fitness for Duty Psychological Evaluations

The Duty Fitness Evaluation is an in-depth psychological evaluation which varies in scope depending upon the nature of the problem. Dr. Forsberg follows the IACP Guidelines for Fitness for Duty Evaluations. The Police Chief or his designee would contact Dr. Forsberg to discuss the concerns about the officer. After thorough discussion, Dr. Forsberg will assist the department in determining whether a Fitness for Duty Evaluation should be conducted. Legal and professional guidelines are clear as to when a Fitness for Duty Evaluation is indicated. Psybus will send a form "Request for Fitness for Duty Evaluation" to the Benefits Supervisor for completion. While the evaluation procedure of written tests and interviewing is the same as for the pre-employment evaluation (see above), the psychologist must tailor the tests and the interviewing to the specific problem. Hence, more testing is often conducted. Collateral data is an integral part of this type of evaluation; phone conferences with key departmental administrators and requests for additional information from the department, such

as a personnel file and/or prior psychological evaluations would be requested. If the individual being evaluated has a psychological history, Dr. Forsberg will request records from past and present treating professionals. (The officer is required to sign consent and medical release forms, per IACP Guidelines.) The number of hours of testing and clinical interviewing will vary depending upon the nature of the problem. Testing is usually completed in one day and interview sessions range from 2-6 hours. Due to the scope and depth of the evaluation, an FFD report is frequently 15-25 pages in length. This report will be sent directly to the City's Benefits Supervisor.

3. Post Deadly Force Incident Counseling

Research and professional best practices recommend that an officer be seen for a psychological critical incident stress debriefing (CISD) 24-48 hours post incident. Dr. Forsberg is able to provide critical incident stress debriefing to Ann Arbor Police Officers following a critical incident, defined as a deadly force incident and other traumatic incidents encountered while on duty. Most often, there are one or two meetings with the officer. If the officer requires ongoing treatment, Dr. Forsberg is able to refer the officer to a psychologist for more extensive counseling.

IACP Guidelines for Officer Involved Shootings (OIS) would be followed. It is important to have a departmental policy on psychological debriefings. This would be a topic to discuss with the Ann Arbor police administration prior to the start of this contract. A police psychologist, such as Dr. Forsberg, can be helpful and informative about when an officer should be referred and required to attend a debriefing.

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City. Total not to exceed (NTE) compensation: \$25,000.00. NTE for any renewal term under the renewal provision of Article II above shall be \$25,000.00

Evaluation Type	Per Evaluation
New Hire Psychological Evaluation	<p>\$585.00 inclusive of administrative costs, the cost of tests, the interview with Dr. Forsberg, and findings presented in 7-8 page report with a final recommendation.</p>
Fitness for Duty Psychological Evaluation	<p>\$3,500-\$5,500 Actual fee based on case-by-case basis and time allocation required based on tests administered, multiple interview sessions, record review, consultation with employer, medical records review, consultation with the individual's medical provider(s)</p>
Post deadly Force Incident Counseling	<p>\$550 Critical Incident Debriefing in Psybus' Offices (1st Visit)</p> <p>\$250/hr Critical Incident Debriefing in Psybus' Offices (Follow-up Visit(s))</p> <p>\$300/hr Consultation, including but not limited to staff development, program development, organizational consulting, and other meetings with client</p>
Promotional Psychological Evaluation	<p>\$800 The overall process for promotional evaluations is similar to that of a pre-employment evaluation. However, there are additional tests administered and the interview is longer and more extensive. The findings are presented in a report that is 10 or more pages and covers the following areas:</p> <ul style="list-style-type: none"> • Intellectual Skills and Complex Problem-Solving Abilities • Defensiveness or Degree of Candor • Motivation and Effort

- Maturity and Responsibility
 - Social Skills and Confidence
 - Communication Skills
 - Judgment and Problem Solving
- Under Stress
- Stability
 - Tolerance for Stress and Resistance to Addictive Behavior
 - Leadership Capability and Style

Consultation with the department head after a promotional evaluation is part of the process and is included in this fee.

\$300/hr

Inclusive but not limited to document review, preparation and actual time testifying

Expert Witness

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation

must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.