

PO 162704

**CITY OF NAPERVILLE
AWARD OF SOLE SOURCE CONTRACT
PROCUREMENT NO. 16-313**

| | |
|-------------------------------|--|
| Requesting Department: | Board of Fire and Police Commissioners |
| Procurement Name: | Psychological Testing for Police and Fire Candidates |
| Recommended Vendor: | The Friedman Group |
| Amount of Award: | \$75,000 |

DESCRIPTION

The Naperville Board of Fire and Police Commissioners (BOFPC) is responsible for evaluating and appointing all sworn officers and members of the City's Fire and Police Departments as well as being responsible for their promotion and discipline. As part of this process, the BOFPC requires that candidates for original appointment complete basic medical and psychological examinations by medical professionals selected by the BOFPC.

The BOFPC has used several psychological assessment vendors in the past who have provided adequate examinations; however, the reports summarizing the evaluations are sparse in information. This makes it difficult to make a final determination of a candidate's suitability for employment with the City. As a result, the BOFPC has evaluated additional analytical tools to provide significantly more detail to the current psychological evaluation.

Dr. Alan F. Friedman of The Friedman Group, uses the statistically based MATRIX-Psychological Uniform Law Enforcement Selection Evaluation in addition to the psychological evaluation. The Friedman Group's use of the MATRIX system is unique because this methodology is specifically designed to identify potential liabilities incurred by law enforcement and fire department agencies across 18 critical areas. Applicant responses are stored in a database and compared against other candidates across the nation to continue to improve the predictive value. Additionally, this methodology offers the ability to access this data pertaining a candidate's strength and weaknesses, which would assist field training officers during the training process. The Friedman Group is the exclusive practice authorized to use this particular technology and system in the State of Illinois.

These additional methods will help the BOFPC differentiate between the candidates and to provide a more predictive tool, based on proven scientific methodology, for the success of the candidate once hired by the departments. These characteristics are particularly necessary in this time of the public's heightened sensitivity to public safety officials, especially law enforcement officers. Furthermore, the scientific methodology of this process would be a critical element in defending the City and its departments in the event a law suit was brought regarding its hiring process of police and fire personnel as evidenced by the proven track record of the MATRIX system.

The BOFPC is creating a new two-year list of candidates for both the Fire and the Police Departments beginning in August 2016; Therefore it is recommended that this sole source remain active for a period of two years to coincide with this list. The term of this contract is two years from October 1, 2016 through September 30, 2018. During the course of this contract, the BOFPC will evaluate the effectiveness of the program to determine if it should be continued.

FISCAL IMPACT

CIP#: N/A

| Account Number | Fund Description | Total Budget Amount |
|--------------------|------------------|---------------------|
| 010-1117-411.35-08 | General Fund | \$12,610 |

The budget will be increased in 2017 to \$30,000.

RECOMMENDATION

Staff recommends the Award of Sole Source Award Contract 16-313, for Psychological Testing for Police and Fire Candidates, to The Friedman Group for an amount not to exceed \$75,000 for a period of two years.

ATTACHMENTS

1. N/A

SUBMITTED BY:

Kathy Mackenzie 9/7/16
Kathy Mackenzie, Liaison Date
Board of Fire and Police Commissioners

Rachel Mayer 9/7/16
Rachel Mayer Date
Finance Director

KMS
9/7/16

APPROVED BY:

Douglas A. Krieger 9/15/16
Douglas A. Krieger Date
City Manager

Contract 16-313

ALAN F. FRIEDMAN, Ph.D., INC.

CLINICAL PSYCHOLOGIST

30 NORTH MICHIGAN AVENUE

SUITE 1206

CHICAGO, ILLINOIS 60602

TEL. 312/368-4515

FAX. 312/419-9406

PO# 162704

SERVICE AGREEMENT

Be it known, that on this 16th day of September 2016 the City of Naperville's Board of Fire and Police Commissioners (hereinafter referred to as the "Commission") and Alan F. Friedman, Ph.D., Inc. (hereinafter sometimes referred to as "Provider") do hereby enter into contract under the following terms and conditions.

Scope of Services

Provider hereby agrees to furnish the following services: (1) Post-Offer/Pre-Employment Screening; (2) Fitness for Duty Evaluation; and (3) Critical Incident Debriefing (See Appendix A).

Payments

In consideration of the services described above, the Commission hereby agrees to pay to Provider upon receipt of approved invoice, at the following rates:

Post-Offer/Pre-Employment Screening - \$595 per applicant, utilizing the Matrix Psychological Uniform Law Enforcement Selection Evaluation (M-Pulse © /M-Flame ©) methodology as described in Appendix A.

Fitness for Duty Evaluation (on an as-needed basis).

Critical Incident Debriefing or Other Professional Consultation - \$375/hour (on an as-needed basis).

Payment is due within 30 days of receipt of invoice.

Termination

The Commission and/or the Provider may terminate this Contract by providing the other party 30 days written notice.

Ownership

All records, reports, documents and other material delivered or transmitted to Provider by Commission shall remain the property of Commission, and shall be returned by Provider to Commission, at Provider's expense, at termination or expiration of this contract. All records, reports, documents or other material related to this Contract and/or

obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Commission, and shall, upon request, be returned by Provider to Commission, at Provider's expense, at termination or expiration of this contract.

Taxes

Provider hereby agrees that he is responsible for payment of taxes/fees due from the funds thus received under this agreement.

Assignment

The Provider shall not assign any interest in this contract and shall not transfer any interest in same without prior written consent of the Commission, provided however, that claims for money due or to become due to the Provider from the Commission may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

Discrimination Clause

The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Provider agrees to abide by the requirements of the American with Disabilities Act of 1990.

Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, gender, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

Audit

The Provider shall permit the authorized representatives at the Commission to periodically inspect and audit all data and records of the Provider relating to the performance under this contract.

Research

The Commission shall, as requested at intervals of 9 months, 18 months, 36 months, and 60 months, complete a confidential research survey form on previously tested law enforcement officers and firefighters, and return same to Provider for research

purposes. Provider will send this brief confidential survey form to the Commission at the appropriate intervals and requests that the form be returned within 2 weeks.

Terms of Contract

This contract shall begin on October 1, 2016, and shall terminate upon 9/30/18.
This contract shall be governed by the laws of the State of Illinois.

THIS DONE AND SIGNED AT _____

Accepted for:

Alan F. Friedman, Ph.D.
Alan F. Friedman, Ph.D., Inc.

[Signature]
Witness

Witness

Accepted for:

Dave X Kyj 9/14/16
City of Naperville
KAS 9/12/16
KAS 9/14/16

[Signature]
Witness

[Signature]
Witness

APPENDIX A

SCOPE OF SERVICES

Provider hereby agrees to furnish the following services utilizing the MATRIX-Psychological Uniform Law Enforcement Selection Evaluation:

Post-Offer/Pre-Employment psychological screening of police and firefighter/paramedic candidates to determine suitability for employment as a police officer or firefighter/paramedic with the Commission.

Post-offer/Pre-Employment screening shall result in: (A) suitable for employment as a police officer or firefighter/paramedic; (B) not suitable for employment as a police officer or firefighter/paramedic; or (C) suitable for employment as a police officer or firefighter/paramedic with training recommendations.

Critical Incident Debriefing, or other professional consultations (on an as-needed basis).

Fitness for Duty Evaluation shall result in: (A) currently fit for duty or; (B) currently unfit for duty, requiring treatment and/or intervention prior to establishing fitness; or (C) unfit for duty (on an as-needed basis).

All reports shall be forwarded to the Commission within ten (10) business days of the date of examination.

The MATRIX-Psychological Uniform Law Enforcement Selection Evaluation methodology is specifically designed to identify potential liabilities to law enforcement and fire departments across 18 criteria of excessive force, discharge of weapons, inappropriate weapon use, off-duty misconduct, chemical abuse/dependency, interpersonal difficulties, procedural and conduct mistakes, criminal and unprofessional conduct, motor vehicle accidents and misuse of vehicles, racially and sexually offensive conduct, lawsuit potential, reprimand, suspension, resignation and termination potential, and property damage.

City of Naperville

Amendment #1 to Contract 16-313
Psychological Testing for Police and Fire Candidates

1. This amendment to Contract 16-313 ("Amendment") is made by the City of Naperville ("City") and Dr. Alan Friedman, PhD., Inc. ("Provider"), parties to Contract 16-313 dated September 16, 2016 ("Contract").

2. The Contract is amended as follows:

The Payment section of the Contract shall be amended by adding the following:

Each time pre-employment screenings are conducted for five (5) or more candidates on the same day there will be an additional flat fee of \$100 charged to the City. This service fee covers the cost of a conference room rental in the Provider's building at 30 North Michigan Avenue, Chicago, Illinois 60602. This service fee shall be billed on a separate invoice referencing the candidates' names which are associated with this cost.

3. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

City of Naperville

Dr. Alan Friedman, PhD, Inc.

Rachel Mayer 3/2/17
By: Rachel Mayer Date
Its: Chief Procurement Officer

Dr. Alan F. Friedman 2/28/17
By: Dr. Alan F. Friedman, PhD. Date
Its: President

LKS
2/28/16