

**ALAN F. FRIEDMAN, PH.D., INC.**

CLINICAL PSYCHOLOGIST

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**SERVICE AGREEMENT**

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_ the City of Aurora, Illinois (hereinafter referred to as the "City of Aurora") and Alan F. Friedman, Ph.D., Inc. (hereinafter sometimes referred to as the "Provider") do hereby enter into agreement under the following terms and conditions.

**Scope of Services**

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

**Payments**

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

Post-Offer Employment Screening - \$625.00 per applicant, utilizing the MATRIX Psychological Uniform Law Enforcement Selection Evaluation (M-PULSE) or the MATRIX Firefighter Liability and Management Evaluation (M-FLAME) methodology as described in Appendix A.

NOTE:

- A) If 5 or more candidates are assessed on one day, a \$100.00 conference room fee will be charged.
- B) If a "rush" result is requested, additional FedEx overnight fees will apply. Otherwise two-day ground FedEx charges are already included in the \$625.00 fee to evaluate public safety candidates. Additionally, next day turnaround requests incur a \$75.00 fee. Normal turnaround time is five business days but typically is less.

Fitness for Duty Evaluation (on an as-needed basis) - \$750.00 per diagnostic interview; psychological testing - \$1,875.00; report construction, file reviews, and consultations - \$350.00 per hour.

Critical Incident Stress Debriefing - \$475.00 per officer at Dr. Friedman's office; \$675.00 per officer off-site.

Payment is due within 30 days of receipt of invoice.

### **Termination**

The City of Aurora 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 the Provider by the City of Aurora shall remain the property of the City of Aurora, and shall be returned by the Provider to the City of Aurora, at the Provider's expense, at termination or expiration of this agreement. All records, reports, documents or other material related to this Contract and/or obtained or prepared by the Provider in connection with the performance of the services contracted for herein shall become the property of the City of Aurora, and shall, upon request, be returned by the Provider to the City of Aurora at termination or expiration of this agreement.

### **Taxes**

The 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 agreement and shall not transfer any interest in same without prior written consent of the City of Aurora, provided however, that claims for money due or to become due to the Provider from the City of Aurora 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 City of Aurora.

### **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 the Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

### **Audit**

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

### **Research**

The City of Aurora 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 return same to the Provider for research purposes. The Provider will send this brief **confidential** survey form to the City of Aurora at the appropriate intervals and requests that the form be returned within 2 weeks.

### **Terms of Agreement**

This agreement shall begin on \_\_\_\_\_, 2019, and shall terminate upon \_\_\_\_\_. This agreement shall be governed by the laws of the State of Illinois.

THUS DONE AND SIGNED AT \_\_\_\_\_.

Accepted for:

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Accepted for:

\_\_\_\_\_  
City of Aurora

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **APPENDIX A**

### **SCOPE OF SERVICES**

The Provider hereby agrees to furnish the following screening services for public safety candidates utilizing the MATRIX Psychological Uniform Law Enforcement Selection Evaluation (M-PULSE) Inventory for police and telecommunicators/dispatchers and the MATRIX Firefighter Liability and Management Evaluation (M-FLAME) Inventory for firefighters/paramedics:

Post Offer Employment psychological screening of public safety candidates to determine suitability for employment as a public safety candidate with the City of Aurora.

Post-offer Employment screening shall result in: (A) suitable for employment as a public safety candidate; (B) not suitable for employment as a public safety candidate; or (C) suitable for employment as a public safety candidate with training recommendations.

Critical Incident Stress Debriefing

Fitness for Duty Evaluations 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; or (D) inability to determine fitness due to lack of cooperation by the examinee.

All reports shall be forwarded to the City of Aurora within five (5) business days of the date of examination.