# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC. FOR PSYCHOLOGICAL SERVICES

THIS AGREEMENT is made between LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING SERVICES, INC., a Florida corporation, whose principal address is 9960 NW 116<sup>th</sup> Way, Suite 12, Miami, Florida 33178 (hereinafter the "Provider"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, with a principal address of 8401 NW 53 Terrace, Dora, Florida 33166, (hereinafter the "City").

WHEREAS, the administration of the City requires psychological examinations and other critical incident stress debriefing services for its law enforcement candidates and employees; and

WHEREAS, the Provider has particular expertise in the subject matter of Psychological examinations and critical stress debriefing and is ready and able to offer the professional service in the manner desired by the City; and

WHEREAS, the Provider had previously entered into an agreement with the City to provide the described services and said contract expired on September 30, 2023; and

WHEREAS, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of psychological examinations and critical incident stress debriefing of law enforcement candidates and employees.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows:

#### 1. <u>Scope of Services/Deliverables.</u>

- 1.1 The Provider shall furnish the following professional services for the City's law enforcement personnel: pre-employment psychological evaluations, critical incident stress debriefing, and psychological fitness for duty evaluations (hereinafter referred to as "Services").
- 1.2 The Services shall be performed by Provider to the full satisfaction of the City. Provider agrees to furnish all labor in a professional manner to perform Services. Provider will require its employees to perform the Services in a manner befitting the type and scope of work to be performed.

#### 2. <u>Term/Commencement Date</u>.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a term of two (2) years unless this Agreement is terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Services as the circumstances dictate. However, the City Manager may reduce the timeframes, if deemed to be in the best interest of the City.

#### 3. <u>Compensation and Payment.</u>

- 3.1 As compensation for the Services contemplated herein and for performance rendered by Provider of its duties and obligations hereunder, the City shall pay to the Provider pursuant to the below fee schedule:
  - a) Pre-Employment Psychological Evaluations:
    - For fiscal year 10/1/23 9/30/24: \$325.00 for sworn personnel per examination and \$300.00 for non-sworn personnel per examination.
    - ii. For fiscal year 10/1/24 9/30/25: \$335.00 for sworn personnel per examination and \$310.00 for non-sworn personnel per examination.
  - b) Critical Incident Stress Debriefings:
    - i. For fiscal year 10/1/23 9/30/24: \$235.00 per hour
    - ii. For fiscal year 10/1/24 9/30/25: \$245.00 per hour
  - c) Psychological Fitness for Duty Evaluations:
    - i. For fiscal year 10/1/23 9/30/24: \$3,420.00 minimum per evaluation, then \$285.00 per additional hour
    - ii. For fiscal year 10/1/24 9/30/25: \$3,540.00 minimum per evaluation, then \$295.00 per additional hour

However, in no event shall the compensation to the Provider under this Agreement exceed \$30,000.00.

3.2 Invoices received from the Provider pursuant to this Agreement will be reviewed by the City. If Services have been rendered in conformity with this Agreement, the invoice will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act, Sections 218.70 – 218.80, Florida Statutes.

- 3.3 There shall be no reimbursable expenses associated with this Agreement unless said expense is first approved by the City Manager in advance, in writing, and is supported by adequate documentation to the satisfaction of the City's Finance Department.
- 3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- 3.5 The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. In the event the City Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Provider shall be compensated for the Services satisfactorily performed prior to the effective date of termination.
- 3.6 Provider shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Provider with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Provider. Provider shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Provider further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### 4. Sub-providers.

- 4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.
- 4.2 Any sub-providers used by the Provider in the performance of this Agreement must have the prior written approval of the City Manager or his/her designee.

#### 5. City's Responsibilities.

- 5.1 Furnish to Provider, at the Provider's written request, all reports and other data pertinent to the Services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

#### 6. Provider's Responsibilities.

6.1 The Provider shall exercise the same degree of care, skill, and diligence in the performance of the Service as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Services, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or sub-provider under this Agreement.

#### 7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

#### 8. Termination.

8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the

part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.

- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop performing the Services.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Services to the City, in a hard copy and electronic format specified by the City within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.5 If the Provider wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

#### 9. Insurance.

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A attached hereto and incorporated herein as part of this Agreement. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided, if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance with policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.
- 9.3 Insurance required of the Provider shall be primary to, and not contribute with,

any insurance or self-insurance maintained by the City. Such insurance shall not diminish Provider's indemnification and obligations hereunder. The insurance policy shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. Except as otherwise provided herein, before any work under this Agreement is performed, and at any time upon request, Provider shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured. The Provider shall not be required to name the City as an additional insured for Workers Compensation and Professional Liability Insurance policies. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his/her designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Provider hereunder. Provider shall also require and ensure that each of its sub-providers providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.

#### 10. Non-Discrimination.

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

#### 11. Attorneys' Fees and Waiver of Jury Trial.

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

#### 12. Indemnification.

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims,

losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or nonperformance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. The expenses portion of this Section shall apply to all expenses incurred by the City including, but not limited to those resulting from a trial and any subsequent appeals. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. However, nothing contained in this Agreement shall be construed or is intended to be construed as a waiver of the City's rights, immunities, limitations, or privileges as defined in Section 768.28, Florida Statutes.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

#### 13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

Barbara Hernandez

City Manager

City of Doral, Florida 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166

With a Copy to:

City Attorney

City of Doral, Florida 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

For the Provider: Brian Mangan

President

Law Enforcement Psychological &

Counseling Associates, Inc.

9960 NW 116<sup>th</sup> Way

Suite 12

Miami, FL 33179

#### 14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in the courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida or in the event of federal jurisdiction the United States District Court for the Southern District of Florida.

#### 15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

#### 16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 16.2 The Provider shall be required to comply with the following requirements under Florida's Public Records Law:
  - A. Provider shall keep and maintain public records required by the City

to perform the service.

- B. Upon request from the City, Provider shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the City.
- D. Provider shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Provider or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Provider to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

#### 17. Nonassignability.

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances, and desires.

#### 18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

#### 19. Independent Contractor.

- 19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.
- 19.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

#### 20. Compliance with Laws.

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

#### 21. Waiver

21.1 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.

#### 22. Survival of Provisions

22.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

#### 23. **Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

#### 24. Counterparts

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

#### 25. Removal of Unsatisfactory Personnel

25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub-provider. The Provider shall respond to the City within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this Agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

#### 26. <u>E-Verify</u>

26.1 Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the

subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Provider is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Provider during the contract term. Further, Provider must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Provider to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The Provider must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "B".

#### 27. <u>Prohibition Against Contracting with Scrutinized Companies.</u>

- 27.1 Pursuant to Florida Statutes Section 217.4725, the City is prohibited from contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into this Agreement, Provider is certifying that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.
- 27.2 Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, Provider is certifying that it does not participate in a boycott of Israel, is not on the scrutinized companies that Boycott Israel list, activities in Sudan List, in the Iran Petroleum Energy Secor list, and has not engaged in business operation is Cuba or Syria. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Provider of the City's determination concerning the false certification. The Provider shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Provider does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida

Statute Section 215.4725.

#### [THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider, whose represents that she is duly authorized to execute same, which is witnessed therein.

CITY OF	FDORAL
Attest:	
Could	By: _ BH
Connie Diaz, City Clerk	Barbara Hernandez, City Manager
	Date:
Approved As To Form and Legal Sufficiency for the And Reliance of the City of Doral Only:	e Use
Valerie Vicente City Attorney	
LAW ENFROCEMENT PSYCHOLOGICAL AI	ND COUNSELING ASSOCIATES, INC.
Witness:  Mayte Aporte  Print Name	Brian Mangan President  Date: 6 26 23
<u>Unita Fablus</u> Signature	
Maria Galmarini Print Name	

#### EXHIBIT A Insurance Requirements

Provider shall maintain, at their sole expense, during the term of this Agreement the following insurances (to be furnished at time of award):

#### I. Commercial General Liability

**Limits of Liability** 

**Bodily Injury & Property Damage Liability** 

Each Occurrence \$1,000,000 Policy Aggregate \$2,000,000

#### Coverage / Endorsements Required

City of Doral included as an additional insured

Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

#### II. Workers Compensation (if applicable)

Unless exempt, and a certificate of exemption is provided, then the amount of insurance required must not be less than the following:

#### Workers' Compensation with Employers' Liability Limits:

\$500,000 for bodily injury caused by an accident, each accident

\$500,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

#### Coverage / Endorsements Required

City of Doral included as an additional insured

Waiver of Subrogation in favor of City

#### III. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim \$1,000,000
Policy Aggregate \$1,000,000

If claims made, retro date applies prior to contract inception.

#### IV. Cyber Liability Limits of Liability

\$5,000,000

**Subcontractors' Compliance**: It is the responsibility of the Provider to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and a Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Provider to provide such written notice within 10 days of the change or cancellation.

Certificate Holder:

City of Doral, Florida 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Provider. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Provider's interests or liabilities but are merely minimums.

#### EXHIBIT B E-VERIFY AFFIDAVIT

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

LAW ENFORCEMENT PSYLTOLOGICAL & COUSELING ASSOC.
Company Name
Offeror Signature Date
BRIAN MANGAN  Print Name  PRESIDENT - LEPCA  Title
59 - 1978758 Federal Employer Identification Number (FEIN)
Notary Public Information
Sworn to and subscribed before me on this this 27th day of October, 2023.
By: Brian Mangan
☐ Is personally known to me or ☐ Has produced identification (type of identification produced):
Signature of Notary Public Print or Stamp of Notary Public Expiration Date  Mayte Aponte Comm.: HH 222381 Expires: Jan. 31, 2026 Notary Public - State of Florida

Date: 5/04/23 Initials: LY

#### CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY C/O: American Professional Agency, Inc. 95 Broadway, Amityville, NY 11701 800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

LAW ENFORCEMENT PSYCHOLOGICAL

AND COUNSELING ASSOCIATES, INC

9960 NW 116TH WAY SUITE 12

MIAMI FL 33178

Additional Named Insureds: BRIAN MANGAN, PSY.D.

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations:

N/A

(If different than address listed above)

#### Claim History:

Retroactive date is 11/01/1992

Coverages	Policy	Effective	Expiration	Limits of
	Number	Date	Date	Liability
PROFESSIONAL/ LIABILITY	5012-4507	11/01/2022	11/01/2023	2,000,000 4,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:

Name: LAW ENFORCEMENT PSYCHOLOGICAL

AND COUNSELING ASSOCIATES, INC

Address: 9960 NW 116TH WAY

SUITE 12

MIAMI FL 33178

APA 00138 00 (06/2014)

Authorized Representative

LAWENFO-03

AALMEIDA

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Ana M. Almeida **Hub International Florida** PHONE (A/C, No, Ext): FAX (A/C, No): 777 SW 37th Avenue Suite 500 ADDRESS ana.almeida@hubinternational.com Mlami, FL 33135 INSURER(S) AFFORDING COVERAGE INSURER A: Accredited Surety and Casualty Company, Inc. 26379 INSURED INSURER B : Scottsdale Insurance Company Law Enforcement Psychological INSURER C: 9960 NW 116 Way #12 INSURER D: Medley, FL 33178 INSURER E : COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** LIMITS X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 1ABPFL05132282501 7/29/2023 7/29/2024 100,000 5.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE X LOC POLICY 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 ANY AUTO 1ABPFL05132282501 7/29/2024 7/29/2023 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY 80DILY INJURY (Per accident) \$ HIRED AUTOS ONLY NON-OWNED PROPERTY DAMAGE (Per accident) B UMBRELLA LIAB ХΙ OCCUR 2,000,000 EACH OCCURRENCE X EXCESS LIAB CXS4004827 CLAIMS-MADE 7/29/2023 7/29/2024 2,000,000 AGGREGATE DED **RETENTION \$** WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A \$ E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below DISEASE - POLICY LIMIT **Commercial Property** 1ABPFL05132282501 7/29/2023 7/29/2024 RPP 70,941 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN PROOF OF COVERAGE ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** 

# c# 10907643

# STATE OF FLORIDA

V OF MEDICAL QUALITY ASSURANCE  LICENSE NO. CONTROL	DATE
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THE PSYCHOLOGIST

THE LAWS AND RULES OF THE STATE OF FLORIDA. NAMED BELOW HAS MET ALL REQUIREMENTS OF

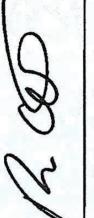
Expiration Date: MAY 31, 2024

VANESSA DANIELLE PEREZ

9960 NW 116TH WAY

SUITE 12

MIAMI, FL - 33178



Ron DeSantis GOVERNOR

Joseph A. Ladapo, MD, PhD State Surgeon General

NDA HEALTH ITY ASSURANCE	CONTROL NO.	62664				Mad	Joseph A. Ladapo, MD, PhD State Surgeon General
STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE	LICENSE NO.	PY 9014		AUREMENIS OF ATE OF FLORIDA.	RESS DR.		
4C# 11006813 DIVISIO	DATE	05/24/2022	THE PSYCHOLOGIST	NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.	Expiration Date: MAY 31, 2024  MIRELIS PERAZA  800 EAST CYP 800 EAST CYPRESS DR. PEMBROKE PINES, FL - 33025	1000	Ron DeSantis GOVERNOR

C DocuSign Envelope ID: 81D57FD9-6839-4322-9E37-A0BD5F238FDF

### DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.	
04/13/2022	PY 7198	59752	

#### THE PSYCHOLOGIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: MAY 31, 2024
BRIAN LAWRENCE MANGAN

9960 NW 116 WAY

SUITE 12

**MEDLEY, FL - 33178** 

Ron DeSantis GOVERNOR Joseph A. Ladapo, MD, PhD State Surgeon General

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DICDLAY IE DECLIDED BY LAW

CDocuSign Envelope ID: 81D57FD9-6839-4322-9E37-A0BD5F238FDF

## STATE OF FLORIDA DEPARTMENT OF HEALTH DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
04/05/2022	PY 9608	59357

#### THE PSYCHOLOGIST

MIAMI, FL - 33178

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: MAY 31, 2024
MARIA EUGENIA GALMARINI
9960 NW116TH WAY
SUITE 12

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD State Surgeon General

DIGDLAY IS DECILIDED BY LAW