

**AGREEMENT**

**by and between**

**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

**and**

**LAW ENFORCEMENT PSYCHOLOGICAL  
AND COUNSELING ASSOCIATES, INC.**

**THIS AGREEMENT** entered into this 26 day of december, 2024, by and between Gregory Tony, as Sheriff of Broward County, Florida on behalf of the Broward County Sheriff's Office (hereinafter referred to as "SHERIFF") and Law Enforcement Psychological and Counseling Associates, Inc.;

**WHEREAS**, SHERIFF issued a RLI #24023VR for Pre-Employment Psychological Evaluation Services ("Solicitation"), attached hereto and marked as Exhibit A, and incorporated by reference; and

**WHEREAS**, CONTRACTOR submitted its response to the Solicitation, attached hereto and marked as Exhibit B, and incorporated herein by reference; and

**WHEREAS**, SHERIFF has selected CONTRACTOR as one of the multiple successful bidders to be pre-qualified to provide psychological services, on an as-needed basis, during the term of this AGREEMENT; and

**WHEREAS**, SHERIFF will request pre-employment psychological evaluation services from CONTRACTOR, and other successful bidders, on a case-by-case basis, at the SHERIFF'S discretion; and

**IN CONSIDERATION** of the mutual terms and conditions contained herein, SHERIFF and CONTRACTOR covenant, and agree, as follows:

**SECTION I**  
**DEFINITIONS AND IDENTIFICATIONS**

**AGREEMENT.** Means this document including the exhibits, schedules, and attachments attached hereto, and those documents that are set forth in this AGREEMENT, as being expressly incorporated herein by reference.

**CONTRACT ADMINISTRATOR.** The designee of the SHERIFF, whose primary responsibility is to coordinate and communicate with CONTRACTOR, and to manage and supervise performance and completion of this AGREEMENT, in accordance with the terms and conditions set forth herein. In the administration of this AGREEMENT, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator for this AGREEMENT for SHERIFF is Colonel Andrew Dunbar, or his designee.

**CONTRACTOR.** Means Law Enforcement Psychological and Counseling Associates, Inc. and its successors and assigns.

**SHERIFF.** Means the duly elected and qualified Sheriff of Broward County, Florida.

## **SECTION II** **SCOPE OF SERVICES**

2.1 CONTRACTOR is hereby retained to provide to the SHERIFF Pre-Employment Psychological Evaluation Services to include the services specifically set forth in the scope of services contained in Section 3.7 (“Scope of Services”), of Exhibit A, which is attached hereto, and incorporated herein.

2.2 This is a Non-Exclusive AGREEMENT. CONTRACTOR, understands and acknowledges, that the SHERIFF will use multiple vendors to provide for the services described herein. SHERIFF reserves the right to engage and hire vendors, and/or other law enforcement agencies, and/or SHERIFF'S employees, to perform psychological evaluation services or any testing and evaluation services, by any means SHERIFF desires. There are no assurances, of any minimum or maximum pre-employment psychological evaluation services, that will be requested, of the CONTRACTOR to perform. The use of CONTRACTOR, or any other vendor, shall be in the SHERIFF'S sole discretion and on a case-by-case basis.

## **SECTION III** **MANNER OF PERFORMANCE**

3.1 CONTRACTOR shall perform all services to the utmost professional standards and provide, at a minimum, all of the requirements, qualifications and conditions of the Solicitation's Section 3.7 (“Scope of Services”). The parties acknowledge that the SHERIFF contracted with CONTRACTOR based upon their licensed psychologist's expertise in the area of law enforcement, investigations and detention pre-employment psychological evaluations. Should CONTRACTOR be unable to perform such services for any reason including, but not limited to, death, incapacity, or loss of license, SHERIFF shall have the right to immediately terminate this AGREEMENT.

3.2. Pre-employment psychological evaluations of applicants for Broward Sheriff's Office (BSO) are to be only performed by properly licensed practitioners as explained in section 3.7.2.2.5 of the Solicitation. SHERIFF'S authorization of CONTRACTOR'S practitioner(s) will only be given after a review of potential evaluators' curricula vitae and approval by SHERIFF'S Assessment and Recruitment Staff. SHERIFF'S preference is to utilize staff psychologists identified as diplomats, Forensic Psychology, American Board of Forensic Psychology and fellows of the American Academy of Forensic Psychology.

3.3 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of, and from it, pursuant to the express and implicit terms of this AGREEMENT. Further, CONTRACTOR agrees to perform its duties and obligations, in accordance with the standard professional ethics, determined by the American Psychological Association during the term of this AGREEMENT. CONTRACTOR further agrees to perform all of its duties and obligations, under this agreement, in accordance with any and all applicable federal, state, and local statutes, laws, ordinances, regulations, rules, codes, and ethics.

3.4 CONTRACTOR agrees that the services provided under this AGREEMENT shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONTRACTOR agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, and registrations currently required by applicable laws, codes, rules, and regulations. CONTRACTOR further certifies that its employees will keep all licenses, permits, registrations, authorizations, and certifications required by applicable laws, codes, rules, and regulations in full force and effect during the term of this AGREEMENT. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this AGREEMENT.

3.5 Copies of all psychological evaluations, test instrument results, notes, risk assessments, reports, of test subjects generated under this AGREEMENT shall be released to SHERIFF after each psychological evaluation is complete, and shall not contain, and must be free from, any copyright or other intellectual claim, and shall become the property of the SHERIFF, and easily digitally retrieved and read by SHERIFF, without any use of proprietary software or licenses. Notwithstanding anything to the contrary herein, CONTRACTOR shall not claim copyright, or mark as copyrighted, any and/or all materials, documents, exhibits, videos, audio or visual work product delivered to BSO. If any intellectual property is generated by CONTRACTOR under this AGREEMENT, then this AGREEMENT shall be considered a "Work for Hire" and all intellectual property rights, if they exist, vest solely with SHERIFF. SHERIFF may reproduce, distribute, copy all deliverables, documents, voice files, audio files, video files, transcripts, exhibits and alike, without limitation, and without additional compensation, to the CONTRACTOR.

3.6. If requested by SHERIFF, CONTRACTOR will offer testimony, statements, or depositions in legal proceedings and arbitrations involving the services rendered under this AGREEMENT, at no additional cost, or expense, to SHERIFF on an as-needed basis, except for travel expenses under F.S. 112.061.

3.7 There are no computer software upgrades or installations needed for the CONTRACTOR to deliver services to SHERIFF, or for SHERIFF to deliver the data or files to CONTRACTOR, for psychological evaluations, and if there are, CONTRACTOR will provide the same to SHERIFF as a license at no additional compensation.

3.8 SHERIFF may cancel any psychological evaluation request prior to CONTRACTOR'S commencement of the psychological evaluation request, without any charges, fees, cancellation penalties or alike, to SHERIFF. If a psychological evaluation is in process, and SHERIFF cancels the same, then CONTRACTOR may only seek payment for that part of the psychological evaluation performed prior to receiving SHERIFF'S cancellation request.

3.9 CONTRACTOR'S duty of confidentiality, applicable to any test subject, shall not apply as to SHERIFF'S request for information or test results. CONTRACTOR shall inform each test subject in writing the purpose of the exam/evaluation and disclosure of any, and all information and testing results, shall be shared only with SHERIFF.

3.10 Time being of the essence, appointments for administration of the test battery to applicants will be made within five (5) working days of SHERIFF'S notification to CONTRACTOR of the need for evaluation of said applicants. The pre-employment psychological screenings will be conducted the same day as the administration of the test battery, unless other arrangements are

made with SHERIFF'S Human Resources Bureau. CONTRACTOR will provide online appointment setting.

3.11 Unless otherwise authorized by SHERIFF, CONTRACTOR shall provide a standard four (4) point scale with scale point definitions as follows: (1) Serious Risk (2) Moderate Risk (3) Minimal Risk, and (4) No Apparent Risk. These will assist to maintain applicant score information in the same format for such purposes as consistency in making hire decisions and for statistical reporting and analysis.

3.12 A full typed report will be provided to SHERIFF'S Human Resources Bureau within ten (10) working days of the clinical interview as per the bid solicitation and standard policies of BSO. Summary of the evaluation results will be provided to SHERIFF'S Human Resources Bureau via e-mail and/or fax within three (3) working days of the clinical interview.

3.13 Information gathered during the evaluation, which is significant to a background investigation, will be provided by CONTRACTOR in a separate typed document that will not contain any other information that is specifically psychological in nature.

3.14 CONTRACTOR will maintain. a database of the employee and their preemployment evaluation tests. If requested by SHERIFF, CONTRACTOR shall collect and analyze evaluation data regarding the job performance of evaluated applicants who are selected for employment to assess whether employees are performing to the level anticipated by CONTRACTOR'S pre-employment evaluation and report such data and make recommendations aimed at improving the effectiveness of the evaluation process. This information will be provided to SHERIFF as requested by the SHERIFF.

3.15 Pre-employment psychological screenings will take place in person and by a properly licensed practitioner (see definition in Section 3.7.2.2.5 of the Solicitation) only after components of the test battery are scored and reviewed by the interviewer/evaluators. Items of concern on battery tests will be addressed during the pre-employment psychological screenings and determined if marked true or if items were mismarked in error.

3.17 Tests administered must have documented predictive validity related to future job performance for the job classifications for which applicants are evaluated.

3.18. CONTRACTOR will notify the SHERIFF'S Human Resources, Selection and Assessment Manager of any pending legislative or regulatory changes that would impact this Agreement or the services provided hereunder.

3.19 If any claim or action is brought against the SHERIFF, which challenges any of the evaluations performed by CONTRACTOR, CONTRACTOR will, at the request of the SHERIFF, serve as the SHERIFF'S expert. This requirement shall survive the termination or expiration of this Agreement.

3.20 If the CONTRACTOR needs to cancel an appointment, CONTRACTOR must contact SHERIFF between 8:00 am to 4:00 pm at least one (1) day in advance or the business day before, if the appointment falls on a Monday.

- 3.21 SHERIFF'S Human Resources may revisit tests used by the CONTRACTOR as needed.
- 3.22 Time is of the essence relative to CONTRACTOR'S performance of this Agreement's terms and conditions.

#### **SECTION IV** **CONFLICT OF INTEREST**

CONTRACTOR assures the SHERIFF, that to the best of its knowledge, the signing of this AGREEMENT, does not create any conflict of interest between itself, its associates, any principal of its firm, or any member or employee of the SHERIFF.

#### **SECTION V** **TERM**

This AGREEMENT is for three (3) years commencing January 1, 2025, through December 31, 2027, with two (2), one (1) year renewal periods upon election by SHERIFF, at the same consideration rates contained herein.

#### **SECTION VI** **CONSIDERATION**

6.1 CONTRACTOR shall provide the Services contemplated herein for a sum of Three Hundred and Twenty-Five (\$325.00) Dollars per Regional Operator Trainee applicant/test subject and Three Hundred and Forty-Five (\$345) dollars for all others.

6.2 CONTRACTOR shall submit all invoices to the SHERIFF'S Finance Department, 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312, identifying the nature of the work performed, the total hours of work performed, and the employee or agent performing same. All invoices shall break down each psychological evaluation, the date the order is received by CONTRACTOR, the date the order is delivered to SHERIFF, the case or file number on applicant's name given by SHERIFF to CONTRACTOR, the name of the SHERIFF'S representative requesting the psychological evaluation, total charges, any discounts, any credits, and any other codes, categories or descriptions of charges requested by SHERIFF, to accurately allocate the expenditure to the SHERIFF'S applicable division's budget.

6.3 SHERIFF shall have the right to provide written objections to an invoice within fifteen (15) calendar days of SHERIFF'S receipt of such invoice. If no objection is made within such fifteen (15) business day period, payment shall be made within fifteen (15) calendar days thereafter.

6.4 CONTRACTOR recognizes that funding for SHERIFF requirements, including the funding for monies to pay for the services delivered hereunder, is done on a budget year basis (October 1 through September 30). CONTRACTOR further recognizes that the Broward County Commission is the authority which establishes, allocates, or otherwise provides for SHERIFF'S budget year funding. If in any budget year, funding, for any reason, is not provided for the monetary obligations of SHERIFF under this AGREEMENT, then this AGREEMENT, and payment obligations, may be terminated by SHERIFF, without penalty or further payment to CONTRACTOR therefore, except SHERIFF shall pay for work and services performed, and expenses and other charges incurred prior to termination. In the event of non-appropriation, the SHERIFF will provide CONTRACTOR with at least thirty (30) days prior written notice.

## SECTION VII EXPENSES

CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this AGREEMENT, including, but not limited to, costs of supplies, fees, licenses, bonds, taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of SHERIFF. The fees quoted in Section 6.1 herein include all CONTRACTOR'S costs and expenses, including, but not limited to, cost and expenses related to travel (if any).

## SECTION VIII RECORDS

8.1 SHERIFF shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this AGREEMENT. CONTRACTOR shall keep such books, records, and accounts as may be necessary, in order to record complete and correct entries related to the AGREEMENT. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form, within a reasonable time and, upon request to do so, CONTRACTOR shall make same available, at no cost to SHERIFF, in written form and/or digital form.

8.2 CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated, and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act, is determined by SHERIFF, to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF'S disallowance and recovery of any payment upon such entry.

8.3 Pursuant to Florida law (including, but specifically but not limited to, Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- a. Keep and maintain public records required by SHERIFF to perform the services contracted for in this AGREEMENT;
- b. Upon request from SHERIFF, SHERIFF'S designee or SHERIFF'S custodian of public records, provide SHERIFF or designee, with a copy of the requested records, or allow the records to be inspected, or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF;
- c. 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 CONTRACTOR does not transfer the records to SHERIFF;

- d. Upon completion of the contract, transfer, at no cost to SHERIFF, all public records in possession of CONTRACTOR, or keep and maintain, public records required by SHERIFF, to perform the services contracted for in this AGREEMENT, at SHERIFF'S sole option. If the CONTRACTOR transfers, all public records to SHERIFF, upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential, and exempt from public records disclosure requirements. If the CONTRACTOR keeps, and maintains public records, upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records; and
- e. All public records stored electronically by the CONTRACTOR, pertaining to the services contracted for in this AGREEMENT, must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF'S designee, or SHERIFF'S custodian of records designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this AGREEMENT, and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin.Foley@sheriff.org](mailto:Erin.Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

## **SECTION IX** **CRIMINAL HISTORY**

9.1 CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed, all such convictions or pending criminal charges, to the SHERIFF and further agrees, to disclose any future convictions or pending criminal charges.

9.2 CONTRACTOR'S employees, agents, servants, or representatives directly performing services for CONTRACTOR, pursuant to this AGREEMENT, may be subject to a background screening conducted by the SHERIFF, prior to performing such services. Such screening shall be at the expense of SHERIFF.

## **SECTION X** **EMPLOYMENT RESPONSIBILITY**

10.1 Any of CONTRACTOR'S employees, subcontractors, and any other person(s) performing services pursuant to this AGREEMENT (hereinafter referred to collectively as "Staff") shall be deemed as employed by CONTRACTOR, not the SHERIFF.

10.2 Accordingly, the SHERIFF shall not be responsible for, or assume any liability for, any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits, or any other amenities of employment to any of CONTRACTOR'S Staff.

10.3 CONTRACTOR shall have and maintain, sole responsibility and control, over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

10.4 SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S Staff during the performance of the services, duties, and responsibilities contemplated herein.

10.5 CONTRACTOR has the right to provide services to others, or hold itself out to the public, as available to engage in agreements with others.

10.6 CONTRACTOR, and its Staff, shall at all times, be an independent contractor under this AGREEMENT, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act, by CONTRACTOR or its Staff, shall in any way, obligate or bind SHERIFF.

10.7 CONTRACTOR will be responsible for having its Staff complete and submit data forms, required to obtain clearance, prior to entering any of SHERIFF'S facilities. Such forms shall be provided by SHERIFF.

10.8 CONTRACTOR agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by the SHERIFF.

## **SECTION XI** **CONTRACTOR'S STAFF**

11.1 SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR'S Staff providing services pursuant to this AGREEMENT at any time.

11.2 CONTRACTOR will maintain the continuity of the Staff assigned to provide services pursuant to this AGREEMENT throughout the term of this AGREEMENT.

11.3 CONTRACTOR agrees to defend, hold harmless, and indemnify the SHERIFF, and shall be liable and responsible, for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against the SHERIFF, occurring on account of, arising from, or in connection with the removal, and replacement of any Staff performing services hereunder, at

the request of the SHERIFF. Removal and replacement of any Staff shall not require the termination and/or demotion of such Staff.

11.4 CONTRACTOR agrees that CONTRACTOR will at all times employ, maintain and assign, to the performance of the work required hereunder, a sufficient number of competent, licensed, certified and qualified professionals and other personnel to meet the needs of the SHERIFF.

## SECTION XII PAYMENT OF TAXES

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of CONTRACTOR and the payments to CONTRACTOR's Staff. It is understood by both parties, that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed, that the SHERIFF will not withhold any payroll taxes (i.e., federal withholdings, FICA) from the payments to CONTRACTOR or its Staff.

## SECTION XIII CIVIL RIGHTS REQUIREMENTS

13.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

13.2 CONTRACTOR's shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, sexual orientation or sexual identity, physical or mental disability, political affiliation.

13.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this AGREEMENT, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees. CONTRACTOR will ensure that all subcontractors are not in violation of the terms of this Section.

## SECTION XIV INDEMNIFICATION

14.1 CONTRACTOR shall indemnify, hold harmless and defend, the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives, against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct, of CONTRACTOR or its Staff. Additionally, CONTRACTOR shall indemnify, hold harmless and defend, the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives, against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from CONTRACTOR'S performance under this Agreement. The SHERIFF reserves the right to select defense counsel.

14.2 Nothing in this AGREEMENT is intended, nor shall it be construed or interpreted, to waive or modify, the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28, as now worded, or as may hereafter be amended.

14.3 The above indemnification provisions shall survive the expiration or termination of the AGREEMENT.

## **SECTION XV** **INSURANCE**

15.1 Throughout the term of this AGREEMENT and for all applicable statutes of limitation periods, CONTRACTOR shall maintain, in full force and effect, the insurance coverage set forth in this article.

15.2 All Insurance Policies shall be issued by companies that:(a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a best's rating of A-VI or better.

15.3 All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office ("BSO"), the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees, and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified, for claims to the extent caused by the acts, actions, omissions, or negligence of CONTRACTOR, its employees, agents, subcontractors, and representatives; but is not defended or indemnified, for the additional insured's own acts, actions, omissions, negligence.

15.4 All Insurance Policies shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against who claims are made, or suit is brought, and that the inclusion of more than one insured, shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

15.5 If the CONTRACTOR fails to submit the required Certificate of Insurance in the manner prescribed with the executed AGREEMENT submitted to BSO and if not submitted with the executed AGREEMENT in no event to exceed three (3) calendar days, after request to submit Certificate of Insurance, the CONTRACTOR shall be in default, and the contract shall be rescinded. Under such circumstances, the Proposer may be prohibited from submitting future solicitations to BSO.

15.6 CONTRACTOR shall carry the following minimum types of Insurance (**Commercial General Liability is to be carried by all Contractors**):

- a. **WORKER'S COMPENSATION:** CONTRACTOR shall worker's compensation in compliance with the "Workers' Compensation Law" of the State of Florida for statutory obligations imposed by Workers Compensation or Occupational Disease Laws, including where applicable, the United States Longshoreman's and Harbor Workers Act, the Federal Employers Liability Act and the Jones Act which includes Employers' Liability insurance and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with the following minimum limits: Employer's Liability for each accident – Five Hundred Thousand Dollars (\$500,000.00); Employer's Liability for each disease – Five Hundred Thousand Dollars (\$500,000.00).

- b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** CONTRACTOR shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, combined single limits bodily injury liability and property damage liability. The policy must include owned vehicles and hired and non-owned vehicles leased; and employees' non-ownership.
- c. **COMMERCIAL GENERAL LIABILITY:** CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include the following coverages: Premises and/or operations, independent contractor, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
- d. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE:** CONTRACTOR shall carry Professional Liability coverage for it and its employees performing services under this Agreement that has a per occurrence limit of not less than One Million (\$1,000,000.00) Dollars and an aggregate limit of not less than Two Million (\$2,000,000.00) Dollars. CONTRACTOR shall require its subcontractors and independent contractors to carry these same levels of professional liability insurance.
- e. **CYBER LIABILITY INSURANCE:** CONTRACTOR shall provide Cyber Liability Insurance in limits of not less than One Million (\$1,000,000) dollars for each wrongful act, and Three Million (\$3,000,000) dollars in the aggregate that provides coverage for: Liability for security or privacy breaches, including loss or unauthorized access to, use of, or tampering with computer systems, including hacker attacks and the introduction of a computer virus into, or otherwise causing damage to SHERIFF'S or a third party's computer, computer system, network, or similar computer related property and data, software and computers thereon; costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.
- d. **UMBRELLA OR EXCESS LIABILITY INSURANCE:** CONTRACTOR may satisfy the minimum liability limits required above by providing proof of an Umbrella or Excess Liability policy. There is no

minimum Per Occurrence Limit of Liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff’s Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees, and commission members as additional insured. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of CONTRACTOR, its employees, agents, subcontractors, and representatives; but is not defended or indemnified, for the additional insured’s own acts, actions, omissions, negligence.

15.7 CONTRACTOR shall provide Sheriff’s Director of Risk Management and Sheriff’s Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverage required by this article within three (3) calendar days of CONTRACTOR’s receipt of Notice of Intent to Award the contract and, at any time thereafter, upon request by the Sheriff. It is the CONTRACTOR’S responsibility to ensure that the Director of Risk Management and the Contract Manager both have a current Certificate of Insurance and endorsements at all times.

CONTRACTOR’S Insurance Policies shall be endorsed to provide Sheriff with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Broward Sheriff’s Office  
Attn: Contracts Manager  
2601 W. Broward Blvd.  
Ft. Lauderdale, Florida 33312

AND

Broward Sheriff’s Office  
Attn: Director, Risk Management  
2601 W. Broward Blvd.  
Ft. Lauderdale, Florida 33312

15.8 If CONTRACTOR’S insurance policy is a Claims Made Policy, then CONTRACTOR shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the AGREEMENT or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a Reporting Endorsement of Tail Coverage.

15.9 If any of CONTRACTOR’S insurance policies includes a General Aggregate Limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

15.10 The provisions of this article shall survive the expiration or termination of this agreement.

15.11 **COMMENCEMENT OF OPERATION:** The CONTRACTOR shall not commence operations, and/or labor, to complete this project, pursuant to the terms of this AGREEMENT until certification or proof of insurance, issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.

15.12 **PAYMENT:** If any of the insurance policies required under this Article above lapse during the term of this agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the SHERIFF until such time that the SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Article that is effective as of the lapse date. The SHERIFF, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

15.13 **RENEWAL OF INSURANCE:** CONTRACTOR shall be responsible for assuring that the insurance certificate/endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, CONTRACTOR shall be responsible for submitting a new or renewed insurance certificate/endorsements to BSO at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced, with a new or renewed certificate, which covers the contractual period, BSO shall suspend this AGREEMENT, until such time as the new or renewed certificate/endorsements are received by BSO.

15.4 **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein, shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude SHERIFF, from taking such other actions as is available to him, under any other provisions of this AGREEMENT or otherwise in law or equity.

## SECTION XVI PUBLIC ENTITY CRIMES ACT, SCRUTINIZED COMPANIES LIST & FOREIGN COUNTRIES OF CONCERN

16.1 In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

16.2 By signing this agreement and the attached certification marked as Exhibit E, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, SHERIFF shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, SHERIFF shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of

the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date SHERIFF determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

16.3 Pursuant to section 287.138, Florida Statutes, governmental entities within the State of Florida, including the SHERIFF are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity. By signing this Agreement, CONTRACTOR represents and warrants that: it is not owned or controlled by a foreign country of concern nor a foreign principal, as defined by section 287.138(1)(c), 288.0071 and 692.01, Florida Statutes; no foreign country of concern has a controlling interest in CONTRACTOR'S business entity, as defined by section 287.138(1)(a), Florida Statutes; and CONTRACTOR is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes. Misrepresentation by CONTRACTOR of the forgoing to SHERIFF will cause this Agreement to be voided, at SHERIFF'S discretion, and no further payment will be due by SHERIFF to CONTRACTOR. Upon SHERIFF'S request, the CONTRACTOR will complete and submit an affidavit signed by an officer or authorized representative of the contractor under penalty of perjury that that their company is not an entity the SHERIFF is prohibited from contracting with pursuant to Section 287.138, Florida Statutes.

### **SECTION XVII** **ASSIGNMENT**

This AGREEMENT, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of SHERIFF.

### **SECTION XVIII** **DRUG-FREE WORKPLACE**

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit C and incorporated herein.

### **SECTION XIX** **NOTICE**

Any notice, hereunder, by one party to the other party, shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the AGREEMENT. Any notice shall be effective, on the date it is received by the addressee. Either party may change its address, for notice purposes, by giving the other party notice, of such change, in accordance with this paragraph. Notices shall be addressed as follows:

**TO CONTRACTOR:**

Law Enforcement Psychological and Counseling Associates, Inc.  
Attn: Brian Mangan  
9960 NW 116<sup>th</sup> Way, Suite 112  
Medley, Florida 33178

**TO SHERIFF:**

Colonel Andrew Dunbar  
Executive Director of Department of Human Resources/Communications  
& Technology, Records/Warrants  
Sheriff's Office of Broward County  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

**With copy to:**

Terrence Lynch, General Counsel  
Office of the General Counsel  
Sheriff's Office of Broward County  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

**SECTION XX**  
**AGREEMENT TERMS TO BE EXCLUSIVE**

This written AGREEMENT, including any exhibits, attachments, and schedules referred to herein, contains the sole and entire AGREEMENT between the parties. The parties, acknowledge and agree, that neither of them has made any representation with respect to the subject matter of this AGREEMENT, or any representations, inducing its execution and delivery, except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge, that any statements or representations that may have been made by either of them to the other, are void and of no effect, and that neither of them has relied on such statements or representations in connection with its dealings with the other. This AGREEMENT replaces in full, any other AGREEMENTS, by and between the parties, pertaining to pre-employment psychological evaluation services upon its full execution.

**SECTION XXI**  
**WAIVER OR MODIFICATION OF AGREEMENT**

No waiver or modification of this AGREEMENT, or of any covenant, condition, or limitation contained herein, shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification, of the terms herein, shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this AGREEMENT, unless such waiver or modification is in writing and duly executed by the parties.

**SECTION XXII**  
**[RESERVED]**

**SECTION XXIII**  
**FLORIDA ANTI-HUMAN TRAFFICKING LAWS**

By execution of this Agreement by the undersigned authorized representative of CONTRACTOR, CONTRACTOR hereby attests under penalty of perjury that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated in it are true. CONTRACTOR agrees to provide SHERIFF the attached Certification of Compliance with Florida Anti-Human Trafficking Laws marked as Exhibit F upon signing of this Agreement.

**SECTION XXIV**  
**THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor SHERIFF intends to directly or substantially benefit a third party by this AGREEMENT. Therefore, the parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a claim against either of them based upon this AGREEMENT.

**SECTION XXV**  
**LOCATION AND OFFICE HOURS**

CONTRACTOR will operate its office at the following location(s) and times within Broward County, Florida:

Location: 9960 NW 116<sup>th</sup> Way, Suite 12  
Medley, Florida 33178

Office Hours: Monday through Friday, 9:30 to 5:00 p.m.

**SECTION XXVI**  
**CONFLICTING TERMS**

In the event of a conflict between the terms and conditions set forth in this AGREEMENT, the terms and conditions that are most favorable to the SHERIFF shall prevail. If there is a conflict between this document and any exhibit, then Sections 1-35 within this document controls.

**SECTION XXVII**  
**FORCE MAJEURE**

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

## **SECTION XXVIII** **TERMINATION**

28.1 The AGREEMENT may be terminated upon the following events:

28.1.1. Termination by Mutual Agreement. In the event the parties mutually agree in writing, this AGREEMENT may be terminated on the terms and dates stipulated therein.

28.1.2 Termination Without Cause. SHERIFF shall have the right to terminate this AGREEMENT without cause by providing CONTRACTOR with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

28.1.3 Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this AGREEMENT immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which CONTRACTOR was given prior written notice clearly labeled as important or the terms and conditions of this AGREEMENT.

28.1.4 Termination for Lack of Funds. In the event the funds to finance this AGREEMENT become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide CONTRACTOR with thirty (30) calendar days written notice of termination. Nothing in this AGREEMENT shall be deemed or construed to prevent the parties from negotiating a new AGREEMENT in this event.

28.1.5 Immediate Termination by SHERIFF.

SHERIFF, in the SHERIFF's sole discretion, may terminate this AGREEMENT immediately upon the occurrence of any of the following events:

- a) CONTRACTOR'S violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of CONTRACTOR;
- c) CONTRACTOR'S violation or non-compliance with Nondiscrimination Article of this AGREEMENT;
- d) CONTRACTOR fails to maintain insurance in accordance with the Insurance Article of this AGREEMENT;
- e) CONTRACTOR'S conduct or non-performance that amounts to a public safety hazard to the public or SHERIFF'S staff; or
- f) CONTRACTOR'S violation of the E-Verify Provision within this AGREEMENT.

## **SECTION XXIX** **SUBCONTRACTORS**

29.1 CONTRACTOR may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

29.2 Prior to entering into any subcontract, CONTRACTOR will provide written notice to the SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by the SHERIFF.

29.3 CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this AGREEMENT shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

29.4 The provisions of this AGREEMENT will apply to any subcontractors and their officers, agents and employees performing services pursuant to this AGREEMENT as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

29.5 CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein including but not limited to the insurance provisions.

29.6 The SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to the SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this AGREEMENT. All subcontractors are required to abide by the non-disclosure provisions set forth herein. CONTRACTOR shall furnish to the SHERIFF copies of all subcontracts. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SHERIFF to any subcontractor hereunder.

## **SECTION XXX** **INDEPENDENT CONTRACTOR**

The parties acknowledge that CONTRACTOR is an independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this AGREEMENT. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing between CONTRACTOR and SHERIFF.

## **SECTION XXXI** **NON-DISCLOSURE**

31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of SHERIFF, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this AGREEMENT. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF, that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief. CONTRACTOR shall not disclose, in any manner, either directly or indirectly, any information obtained by CONTRACTOR through its performance of this AGREEMENT and shall have each and every employee, agent, representative, student and volunteer providing services pursuant to this AGREEMENT, sign the confidentiality AGREEMENT attached hereto as Exhibit D.

31.2 Except upon prior written approval of the SHERIFF and except as required by law, CONTRACTOR and its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, applicant/personnel records, applicant/personnel background information, studies, data, or other information provided by, or obtained from the SHERIFF in connection with the services performed under this AGREEMENT, (b) any reports, evaluations, studies, recommendations, data or other information relating to, or made or developed by CONTRACTOR or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such services performed.

31.3 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

31.4 The parties acknowledge that a breach of the provisions of this Section 31 will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

31.5 The provisions of this Section shall remain in full force and effect and enforceable even after the expiration of this AGREEMENT.

## **SECTION XXXII** **PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Without written consent of the SHERIFF, CONTRACTOR shall not:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SHERIFF, or the work being performed

hereunder, unless CONTRACTOR first obtains the written approval of the SHERIFF; and

b. CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by the SHERIFF.

**SECTION XXXIII**  
**INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED**  
**HEALTH INFORMATION**

CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, as applicable. Upon request by SHERIFF, CONTRACTOR, shall execute a HIPAA business associate agreement in the form suitable to the SHERIFF and in substantially in the format as the Broward County Form located here (but substituting SHERIFF in place of Broward County within said form: <https://www.broward.org/CommunityPartnerships/Documents/BARC%20BAA%20Qualified%20Service%20agreement%20rev.%209.12.23.pdf>

**SECTION XXXIV**  
**E-VERIFY**

In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Every Contractor shall, upon request, provide evidence of compliance with this provision to the SHERIFF. Failure to comply with this provision is a material breach of an Agreement, and the SHERIFF may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

**SECTION XXXV**  
**MISCELLANEOUS**

35.1 CONTRACTOR shall comply with all statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

35.2 In the event either party brings an action against the other to enforce any conditions or covenant of this AGREEMENT, the prevailing party in such action shall be entitled to recover the

court costs and reasonable attorneys' fees in the judgment rendered in such action.

35.3 In entering this AGREEMENT, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this AGREEMENT have been completely read and that those terms are fully understood and voluntarily accepted by them.

35.4 The headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of the AGREEMENT. All personal pronouns used in this AGREEMENT shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this AGREEMENT as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this AGREEMENT, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.

35.5 Should a dispute arise between the parties under or relating to this AGREEMENT, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

35.6 All provisions of this AGREEMENT relating to confidentiality, non-disclosure, indemnity and insurance shall survive the expiration or termination of this AGREEMENT.

35.7 It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND SHERIFF HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

35.8 If any term or provision of this AGREEMENT is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the AGREEMENT shall remain in full force and effect.

35.9 The preparation of this AGREEMENT has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

35.10 The parties agree for purposes of this AGREEMENT, the AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" ("pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this AGREEMENT as to the parties and may be used in lieu of the original AGREEMENT for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

**AGREEMENT BY AND BETWEEN GREGORY TONY, SHERIFF OF BROWARD COUNTY, FLORIDA ON BEHALF OF THE BROWARD COUNTY SHERIFF'S OFFICE AND LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC.**

IN WITNESS, the parties hereby execute this AGREEMENT on the dates set forth below:

**LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC.**

BY:

  
BRIAN MANGUM, President

Date 12/20/24

EIN# 59-1978758

**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY**

DocuSigned by:  
By:   
Colonel Andrew Dunbar, Executive Director  
Department of Human Resources/Communications  
& Technology, Records/Warrants

Date 12/26/2024 | 10:26 AM EST

Initial

 SM

Approved as to form and legal sufficiency  
subject to execution by the parties:

Signed by:  
By:   
Stephen Muffler, Deputy General Counsel  
for Terrence Lynch, General Counsel/Executive Director  
Office of the General Counsel

**EXHIBIT A**  
**RLI #24023VR-**  
**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**  
**(“SOLICITATION”)**

**EXHIBIT A**

**Broward Sheriff's Office**  
**2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**Sheriff Gregory Tony**  
[sheriff.org](http://sheriff.org)

**RLI # 24023VR**  
**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

**Venessa Redman**  
**Senior Purchasing Agent**

## Solicitation 24023VR

### PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

Solicitation Number **24023VR**

Solicitation Title **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

Solicitation Start Date **Aug 20, 2024 9:11:39 AM EDT**

Solicitation End Date **Sep 18, 2024 10:00:00 AM EDT**

Question & Answer  
End Date **Sep 3, 2024 10:00:00 AM EDT**

Solicitation Contact  
**Venessa Redman**  
**Senior Purchasing Agent**  
**Venessa\_Redman@sheriff.org**

Solicitation Contact  
**Jason L Spaide**  
**Jason\_Spaide@sheriff.org**

Contract Duration **3 years**

Contract Renewal **2 annual renewals**

Prices Good for **180 days**

Solicitation Comments **THE BROWARD SHERIFF'S OFFICE (BSO), WILL RECEIVE FORMAL LETTERS OF INTEREST, AND STATEMENTS OF QUALIFICATIONS AND EXPERIENCES, FOR "PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES".**

**PLEASE READ THE REQUEST FOR LETTER OF INTEREST (RLI) CAREFULLY, AND INCLUDE IN YOUR PROPOSAL ALL INFORMATION, FORMS AND DOCUMENTS REQUESTED. ANY PROPOSER THAT HAS QUESTIONS ON HOW TO UPLOAD DOCUMENTS INTO PERISCOPE/BIDSYNC SHOULD CONTACT PERISCOPE/BIDSYNC'S CUSTOMER SUPPORT LINE AT 1-800-990-9339.**

**RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED UNTIL THE TIME AND DATE INDICATED IN THE SOLICITATION AND WILL BE ACCEPTED THROUGH PERISCOPE/BIDSYNC ONLY. PROPOSALS SUBMITTED BY E-MAIL, FAX, ETC, WILL NOT BE ACCEPTED.**

#### Item Response Form

Item	<b>24023VR-01-01 - PRE EMPLOYMENT PSYCHOLOGICAL EVALUATION- REGIONAL COMMUNICATION OPERATOR TRAINEE</b>
Quantity	<b>282 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Broward Sheriff's Office</b> <u>Broward Sheriff's Office</u> 2601 W. Broward Blvd. Ft. Lauderdale FL 33312 <b>Qty 282</b>

**Description**

Price is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work.

Please provide one pricing rate for the classification indicated below.

REGIONAL COMMUNICATIONS OPERATOR TRAINEE

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Item **24023VR--01-02 - PRE EMPLOYMENT PSYCHOLOGICAL EVALUATION- OTHERS**

Quantity **432 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Broward Sheriff's Office

2601 W. Broward Blvd.

Ft. Lauderdale FL 33312

**Qty 432**

**Description**

Price is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work.

Please provide one pricing rate for all classifications indicated below.

Classifications included, but not limited to:

DEPUTY SHERIFF - DEPARTMENT OF LAW ENFORCEMENT

DEPUTY SHERIFF- DEPARTMENT OF DETENTION

CADET - DEPARTMENT OF LAW ENFORCEMENT

CADET - DEPARTMENT OF DETENTION



## BACKGROUND, OBJECTIVES, REQUIREMENTS, RESPONSIBILITIES

### 1. **BACKGROUND AND OBJECTIVES:**

- 1.1 The Broward Sheriff's Office (BSO), the nation's largest full service public safety agency, is seeking a qualified candidate(s) to provide all services necessary to perform PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES per the terms, conditions and specifications in this RLI in a timely and cost-effective manner.
- 1.2 It is anticipated that BSO will award all services to one (1) Proposer; however, we reserve the right to award to more than one vendor.
- 1.3 The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.
- 1.4 It is anticipated that the term of this agreement will be for three (3) years with two (2) one-year renewal options.
- 1.5 Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this Solicitation.

### 2. **RESPONSIVENESS AND RESPONSIBILITY CRITERIA:**

- 2.1 Responsiveness Criteria: A Responsive Proposer means a contractor, business entity or individual who has submitted a Proposal that conforms in all material respects to the requirements of this solicitation. The requirements of this solicitation and scope of work include, but are not limited to, the required forms included in this solicitation which contain all requested information, signatures, notarizations, insurance, bonding, security, and any other solicitation documents.

Failure to provide the information required may result in a Proposer being deemed non-responsive. BSO reserves the right to waive minor technicalities or irregularities as is in the best interest of BSO.

- 2.2 Responsibility Criteria: A Responsible Proposer means a contractor, business entity or individual who is capable of meeting all the requirements of this solicitation and resulting contract. Capable includes the financial and technical ability to perform as contractually required.

At any time prior to award, BSO may find that a Proposer is not responsible to receive a particular award.

### 3. **REQUIREMENTS OF THE SOLICITATION:**

Failure to meet the following requirements listed in this Section may result in removing your Proposal from consideration. Any documents/information requested anywhere in this



solicitation should be included in the Proposal and labeled as indicated in this Section 3, as requested in the Submittal Form, or as indicated in the Proposal Questions. Documentation which is not included with Proposal must be received within five (5) working days of request by BSO unless otherwise extended in writing by BSO at its discretion.

**3.1 General:**

**3.1.1** Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition, or merger, which would alter the Proposer's structure as stated in this section. This information should be uploaded to BidSync/Periscope Holdings Inc. when submitting a proposal and clearly labeled at the top of the page as "**Exhibit 3.1.1.- Proposer's Structure**".

Prior to entering into any subcontract and upon prior written approval by BSO, Proposer will provide written notice to BSO, identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by the BSO.

**3.1.2 Responsibilities of Proposer.** It is the responsibility of each Proposer to:

- 3.1.2.1** Examine the solicitation documents thoroughly;
- 3.1.2.2** Visit the site, if applicable, to become familiar with conditions which may affect cost, progress, performance of furnishing of required services;
- 3.1.2.3** Take into account any federal, state, local laws which may affect cost, progress, performance or furnishing of required services;
- 3.1.2.4** Carefully correlate Proposer's observations with the RLI solicitation and supporting documents; and
- 3.1.2.5** Carefully review solicitation and supporting documents and notify BSO through BidSync/Periscope Holdings Inc. Q&A section, of any questions or requests for clarifications.

**3.1.3 Each Proposer acknowledges that:**

- 3.1.3.1** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.
- 3.1.3.2** Proposer's submittal in response to this RLI shall constitute an incontrovertible representation by Proposer that it has complied with the above requirements and that without exception, the Proposal is premised upon performing and furnishing the services required by the RLI solicitation.
- 3.1.3.3** In preparing a response to this solicitation, Proposer shall rely on its own assumptions, investigations, examinations, studies, interpretations, expertise and opinions. Proposer shall base its submission on its own judgment, analysis, and opinion of feasibility of the project. BSO does



not guarantee the details pertaining to existing reports, on any documents included with this solicitation to be more than a general indication of the services.

3.2 Legally authorized to do Business in the State of Florida: Proposer should be legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See <http://www.sunbiz.org/>). This information should be uploaded to BidSync/Periscope Holdings Inc. and clearly labeled at the top of the page as "**Exhibit 3.2. – Sunbiz Authorization**" when submitting a proposal.

3.3 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this Solicitation.

3.3.1 Proposer must comply with the following laws/regulations: Health Insurance Portability and Accountability Act (HIPAA), Disabilities Act (ADA), Equal Employment Opportunity Commission (EEOC) and Genetic Information Nondiscrimination Act (GINA). Proposers screening system must meet or exceed all the recommendations and guidelines of the International Association of Chiefs of Police (IACP), Council of Police Psychologists.

3.3.2 Proposer will notify BSO of any pending legislative or regulation changes that would impact this contract.

3.4 Questionnaire: If applicable, Proposer should answer all questions and provide as much information as possible in a concise manner. If responses exceed the maximum characters accepted on the Questionnaire, attach separate document to the proposal and clearly label at the top of the page as "**Exhibit 3.4 - Questionnaire Supplemental Responses**". List the question number, restate the question, and provide the supplemental information and/or detailed response. Clarification to any of the questions must be submitted as a question through BidSync/Periscope Holdings Inc. before the Q & A deadline.

3.5 Financial Stability: Proposers will be stable and financially solvent.

BSO reserves the right to request documentation of financial stability, including Proposer's most recent three (3) years of Financial Statements SEC filings, or Dun & Bradstreet Reports. Financial Statements are a Compilation, Review or Audit Report from a Certified Public Accountant and include, at a minimum, a balance sheet and statement of operations. SEC filings and/or Dun & Bradstreet Reports, if submitted, must also include this minimum data. The financial documentation submitted must include a classified balance sheet which shows the components of current assets and current liabilities and a statement of operations showing net income after interest, taxes, depreciation and amortization. Proposer must submit these documents within five (5) working days upon request by Broward Sheriff's Office, unless otherwise extended in writing by BSO at its discretion.



- 3.5.1 BSO may consider the unavailability of the most recent year's financial statements and whether the Proposer acted in good faith in disclosing the financial documents.
- 3.5.2 Any claim of confidentiality on financial statements should be asserted at the time of submittal.
- 3.5.3 Although the review of a Proposer's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Public Record and Exemptions section) may result in a recommendation of non-responsiveness and/or release of Proposer's proposal sections in accordance with Florida Public Records Laws and pursuant to a public records request placed upon BSO.

3.6 Company Background and Qualifications: Provide a complete response to this section 3.6 Company Background and Qualifications. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.

3.6.1 Proposals will be considered only from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to perform the type of work specified within this Solicitation.

3.6.2 Proposer should be actively engaged for a period of three (3) years or longer in providing similar scope of services and demonstrate experience in required services. See document labeled "**Submittal Section 7.6**" to provide information and documentation. Experience should be included with the Proposal and clearly labeled at the top of the page as "**Exhibit 3.6.2 – Experience**".

3.6.3 Proposers shall have a track record of providing quality and reliable Administrative Professional Services with a high level of performance while maintaining cost efficiencies. Must have satisfactorily performed similar services for similar scope of services. Must be completely knowledgeable in all aspects of work required for services listed in this Solicitation. A Client List should be included with the Proposal and clearly labeled at the top of the page as "**Exhibit 3.6.3 – Client List**".

3.6.4 Staff Qualifications: Describe in detail how Proposer's staff meet the Staff Requirements indicated in 3.6.4. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and clearly labeled at the top of the page as "**Exhibit 3.6.4.- Staff Qualifications**".

3.6.4.1 All staff assigned to this Agreement are to be trained in accordance with industry guidelines and standards. Indicate how the Prosper company will accomplish this. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and clearly labeled at the top of the page as "**Exhibit 3.6.4.1.- Staff Training**".

3.6.4.2 All staff assigned to this Agreement will perform all services to the utmost professional standards.



- 3.6.4.3 Public Safety testing experience is required. Describe in detail the Proposer's Public Safety testing experience. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and clearly labeled at the top of the page as "**Exhibit 3.6.4.3 - Public Safety Testing Experience**".
- 3.6.4.4 Proposers should clearly indicate in their proposal the specific areas of expertise and specialization that their firm offers. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and clearly labeled at the top of the page as "**Exhibit 3.6.4.4 - Expertise and Specialization**".
- 3.6.4.5 Proposers are to submit copies of resumes and certifications of staffing that will be assigned to this contract. BSO reserves the right to conduct an independent background investigation in accordance with BSO requirements and at BSO's expense. See document labeled "Submittal Section 7.6" to provide information and documentation, as applicable. When submitting proposal, clearly label at the top of the page as "**Exhibit 3.6.4.5 – Staff Resumes and Certifications**".
- 3.6.4.6 Proposer is to submit a staffing plan with FTEs including Supervisor in charge of each facility. Employees of the Awarded Proposer(s) will be trained in customer service, confidentiality, and ethics. Proposer should state how Proposer intends its employees will be trained in customer service, confidentiality, and ethics. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal, clearly labeled at the top of the page as "**Exhibit 3.6.4.6 - Staffing Plan**".

3.7

### **Scope of Services:**

BSO seeks the services of a qualified firm(s) with expertise in providing pre-employment psychological screenings, and fitness for duty evaluations. Proposer shall provide BSO the services set forth in this Scope of Services in accordance with applicable State and federal laws, rules, and regulations. The goal and purpose of pre-employment screening is to screen-out those applicants identified as having high risk factors for performance of Public Safety positions vs. those applicants who are absent these risks factors and possess traits deemed suitable for the position.

Provide a complete response to section 3.7 Scope of Services of the solicitation. Please note that you do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.

The following are minimum service requirements for Pre-Employment Psychological Evaluation Services. Services include but are not limited to the positions listed and described in this solicitation.

#### **3.7.1 PROPOSER REQUIREMENTS FOR PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES:** Requirements in addition to the mandatory



requirements listed in Sections 1 and 2 above. Failure to meet the requirements may result in removing your firm from consideration.:

- 3.7.1.1 Proposer must provide a convenient office location in Broward, Dade, or Palm Beach County as agreed to in writing by BSO for screenings and evaluations.
- 3.7.1.2 BSO prefers multiple locations for screenings and evaluations. All locations must be approved by BSO in writing.
- 3.7.1.3 Proposer must provide evaluations Monday – Friday between the hours of 9am-5pm and be available to accommodate additional appointments based on agency needs. Alternate schedules must be pre-approved by BSO in writing.
- 3.7.1.4 Time being of the essence, appointments for administration of the test battery to applicants will be made within five (5) working days of the BSO notification of the need for evaluation of said applicants. The pre-employment psychological screenings will be conducted the same day as the administration of the test battery unless arranged with BSO Human Resources Bureau. Proposer will provide online appointment setting.
- 3.7.1.5 If the Proposer needs to cancel an appointment, Proposer must contact BSO between 8:00am to 4:00pm at least one day in advance or the business day before, if the appointment is on a Monday.

### **3.7.2 TESTS AND EVALUATION METHODS:**

- 3.7.2.1 Proposers should recommend appropriate Tests and Evaluation Methods for evaluating candidates for the following positions. Your response should be uploaded to BidSync when submitting your proposal clearly labeled at the top of the page as **"Exhibit 3.7.2.1 – Recommended Tests and Evaluation Methods"**.

This information should be detailed and tailored to each position to demonstrate the firm's understanding and capability in effectively assessing candidates' qualifications and suitability for the five (5) roles below:

- 3.7.2.1.1 Deputy Sheriff, Department of Law Enforcement
- 3.7.2.1.2 Deputy Sheriff, Department of Detention
- 3.7.2.1.3 Regional Communication Operator Trainee
- 3.7.2.1.4 Cadet – Department of Detention
- 3.7.2.1.5 Cadet – Department of Law Enforcement (DLE)

To gain an understanding of the positions, Job Descriptions are attached for review. For updated information, the complete Job Descriptions are available at:  
<https://www.sheriff.org/Administration/Pages/hr/Job-Descriptions.aspx>

- 3.7.2.2 Proposer should include at a minimum the following BSO requirements:



- 3.7.2.2.1 Information gathered during the evaluation, which is significant to a background investigation, will be provided in a separate typed document that will not contain any other information that is specifically psychological in nature.
- 3.7.2.2.2 Proposer may provide a standard four (4) point scale with scale point definitions as follows: (1) Serious Risk (2) Moderate Risk (3) Minimal Risk, and (4) No Apparent Risk. These will assist to maintain applicant score information in the same format for such purposes as consistency in making hire decisions and for statistical reporting and analysis.
- 3.7.2.2.3 Proposer shall maintain a database of the employee and their pre-employment evaluation tests. If requested by BSO, Proposer shall collect and analyze evaluation data regarding the job performance of evaluated applicants who are selected for employment to assess whether employees are performing to the level anticipated by Proposer's pre-employment evaluation and report such data and make recommendations aimed at improving the effectiveness of the evaluation process. This information shall be provided as requested by BSO.
- 3.7.2.2.4 Tests administered must have documented predictive validity related to future job performance for the job classifications for which applicants are evaluated.
- 3.7.2.2.5 Pre-employment psychological screenings will take place in person and by a **properly licensed practitioner** (see definition below) only after components of the test battery are scored and reviewed by the interviewer/evaluators. Items of concern on battery tests will be addressed during the pre-employment psychological screenings and determined if marked true or if items were mismarked in error. Proposer will provide explanation of test battery performed. Your response should be uploaded to BidSync when submitting your proposal clearly labeled at the top of the page as "**Exhibit 3.7.2.2.5 - Explanation of Test Battery Performed**".

**Properly licensed practitioner** refers to an individual who has met all the necessary educational, training, and regulatory requirements to practice psychology legally and ethically in a specific jurisdiction. These requirements typically include:

- Completion of a doctoral degree in psychology (Ph.D. or Psy.D.) from an accredited institution.
- Completion of a specified number of supervised clinical hours, often including an internship and postdoctoral experience.
- Passing a state or national examination, such as the Examination for Professional Practice in Psychology (EPPP).



- Obtaining a license from the state or territory's licensing board where the psychologist intends to practice. This process usually involves submitting proof of education, supervised experience, and examination scores, as well as undergoing a background check.
- Ongoing professional development and continuing education to maintain licensure and stay updated with advancements in the field.

A **“properly licensed practitioner”** must adhere to the ethical guidelines and standards set forth by professional organizations such as the American Psychological Association (APA) and abide by state and federal regulations governing the practice of psychology.

3.7.2.2.6 If test results are invalid, Proposer will agree to re-administer the test. If results are moderately defensive but interpretable, Proposer will mention such in report.

3.7.2.2.7 Proposer must provide documentation that testing methods produce no adverse impact on protected classes. Protected classes include any individual or group based on protected characteristics, such as race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, pregnancy, veteran status, or genetic information.

Vendor must provide:

- A clear statement that the vendor will not discriminate against any protected classes.
- Guarantee that all individuals, regardless of their membership in a protected class, will have equal access to the psychosocial services provided by the vendor.
- Implement and maintain policies and training programs to prevent discrimination and promote inclusion within their services and procedures used for reporting, investigating, and addressing complaints of discrimination or unfair treatment related to protected classes.
- Provide for regular monitoring and assessment to ensure compliance with non-discrimination policies and practices.

Your response should be uploaded to BidSync when submitting your proposal clearly labeled at the top of the page as **“Exhibit 3.7.2.2.7 - Impact on Protected Classes”**.

3.7.2.2.8 If challenged, Proposer will serve as an expert witness. This requirement shall survive the termination or expiration of the subsequent agreement.

### 3.7.3 REPORTS



- 3.7.3.1 Proposer must provide a guidance manual to assist with interpreting the provided report. Your response should be uploaded to BidSync when submitting your proposal and clearly labeled at the top of the page as **“Exhibit 3.7.3.1 - Guidance Manual”**
- 3.7.3.2 Summary results of the evaluation shall be provided to BSO’s Human Resources Bureau via portal access, email, or fax within three (3) working days of the pre-employment psychological screenings.
- 3.7.3.3 Proposer should provide a full concise and job-related final written report to BSO’s Human Resources Bureau within three (3) working days of the Pre-Employment Psychological Evaluation Services. Your response should include a sample report and be uploaded to BidSync when submitting your proposal and clearly labeled at the top of the page as **“Exhibit 3.7.3.3. - Sample Report”**. The report shall include at a minimum the following BSO requirements:
  - 3.7.3.3.1 Applicant’s full name, address, telephone number
  - 3.7.3.3.2 BSO’s job classification for which applicant is being evaluated (including whether applicant is a certified, a cadet, or civilian applicant)
  - 3.7.3.3.3 Evaluator’s name
  - 3.7.3.3.4 Evaluation date
  - 3.7.3.3.5 Reason for referral
  - 3.7.3.3.6 Statement indicating that prior to the evaluation applicant was informed of and understood:
    - 3.7.3.3.6.1 Purpose of evaluation
    - 3.7.3.3.6.2 That normal psychologist/patient confidentiality would not be extended
    - 3.7.3.3.6.3 That a report would be forthcoming to the BSO
    - 3.7.3.3.6.4 Any other information required by ethical standards
  - 3.7.3.3.7 Relevant applicant background information including:
    - 3.7.3.3.7.1 Historical data
    - 3.7.3.3.7.2 Education
    - 3.7.3.3.7.3 Work experience (jobs held within the past 7 years and to include any and all law enforcement work experience)
    - 3.7.3.3.7.4 Other agencies applied with and result
    - 3.7.3.3.7.5 Domestic violence admissions (victim or perpetrator)
    - 3.7.3.3.7.6 Terminations, suspensions, reprimands, internal investigations
    - 3.7.3.3.7.7 Drug/alcohol usage
    - 3.7.3.3.7.8 All tattoos



- 3.7.3.3.7.9 Arrest history/undetected crime admissions
- 3.7.3.3.7.10 Credit history/pending lawsuits

3.7.3.3.8 Behavioral observations

3.7.3.3.9 Evaluation tests and procedures utilized

3.7.3.3.10 Test results and interpretations

3.7.3.3.11 Recommendation

3.7.3.3.12 Summary of evaluation:

3.7.3.3.12.1 Synopsis of evaluation to include concerns and/or justification of recommendation

3.7.3.3.12.2 If recommendation is 'Suitable with Reservations', the reservations will be clearly outlined and the evaluator's opinion as to whether the applicant is trainable in the area.

3.7.3.3.13 Evaluator's signature

4. **RESPONSIBILITIES OF PROPOSER:** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.



## SUBMITTAL SECTION

RLI 24023VR

### PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

1. **COMPANY PROFILE:** Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with legal entity (corporation, partnership, individual). Payment will be made to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.



Legal Company Name

Indicate if Corporation, Partnership, Or Individual  
submitting Proposal



Company Street Address

Electronic Signature Name of Officer Submitting  
Proposal



City, State, Zip Code

Title of Officer Submitting Proposal



Federal ID Number

Email Address of Officer Submitting Proposal



Telephone Number

Cell # of Officer Submitting Proposal

FAX Number

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:

2. State of Incorporation:

3. President's Name:

4. Vice President's Name:

5. Secretary's Name:

6. Treasurer's Name:

7. Name and Address of Resident Agent:

B. If Proposer is a partnership, answer the following:

1. Date of Organization:

2. Name, address and ownership of all partners:

3. State whether a general or limited partnership:

C. If Proposer is an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents, if necessary):

E. Under what other former names has your organization operated?

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

## G. SALE, ACQUISITION OR MERGER:

i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes  No

ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes  No

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes  No

If Yes, please explain:

2. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or family member(s) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes  Name(s) and Position(s)

No

3. **BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:**

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt # Expiration Date

Does your firm have a Broward County Occupational License?

Yes  No

If yes, label and attach file as **Submittal Document 3.1**. Also, have you included a copy of your license in the proposal and attached as **Submittal Document 3.1**?

Yes  No 

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corporations Document must be the same as #1. Company Profile Legal Company Name).

State of FL, Div. of Corporations Document # Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes  No 

If yes, label and attach file as **Submittal Document 3.2** . Also, have you included a copy of your license in the proposal and attached as **Submittal Document 3.2** ?

Yes  No 

3.3 List other Licenses, include copy with Proposal and label as **Submittal Document 3.3** :

**4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS (LEGAL/OTHER ACTIONS):**

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this solicitation that have occurred within the last three (3) years of the Proposer and its Principals. Case includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professional board.

Principals mean the following:

- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who have a controlling interest in a corporation. A "controlling interest for a corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classes of stock of the corporation or more than 50 percent of the beneficial ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 percent, directly or indirectly, of the capital, profits, or beneficial interest in the partnership, association, trust, or other entity.
- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indirectly, of the total membership interest of the limited

liability company or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability company.

(D) A parent and/or a subsidiary of your firm.

Has your firm or its Principals had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions within the last three (3) years?

Yes  No

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each) ("Named Parties")	Provide a summary/nature of the Action	Provide a status/Disposition of the Action (active, closed, debarred, settled, suspended [state the period of debarment and/or suspension], etc.) for each of the Named Parties. (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment)

The image shows a large, solid blue rectangular area at the top of a page. Below this blue area is a white grid consisting of 10 columns and 10 rows. The grid is defined by thin black lines, creating a series of small, equal-sized white rectangles. This grid likely represents a table or a placeholder for content.

## 5. COMMUNITY BETTERMENT PROGRAM:

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

Yes  No

If Yes, include copy of certification with your Proposal. Label file as **Submittal Document 5** and upload into BidSync.

## 6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff's Offices, other Florida Police Department and/or other Florida Governmental Agencies with similar requirements. If yes, the other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

Other Florida Sheriff's Office(s) Yes  No

Other Florida Police Department(s) Yes  No

Other Florida Governmental Agencies Yes  No

## 7. EXPERIENCE:

7.1 Number of years your firm has provided services as outlined in this Solicitation:

7.2 How long has your company been in business?

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes  No

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as **Submittal Document 7.4** and upload into BidSync.

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as **Submittal Document 7.5** and upload into BidSync.

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as it relates to the services/project requested in this solicitation. The qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualification summary should also include the following:

(a) *Experience Summaries* For each key person that will be assigned to the services/project, the submittal must include an experience summary. The summary should clearly identify the key person's prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the context of this service/project. *Full resumes should be included as an attachment to the submittal.* Label file as **Submittal Document 7.6. (a)** and upload into BidSync.

(b) *Team Organization Chart* A graphic representation of the team members that will be assigned to the service/project. The chart should show the level of organizational responsibility for the key personnel that the firm will assign to the project. Label file as **Submittal Document 7.6. (b)** and upload into BidSync.

(c) *Addresses* The address of the office in which each key person currently works.

Label file as **Submittal Document 7.6. (c)** and upload into BidSync.

(d) *Prior Work Experience* Each submittal should include a description of no less than three (3) services/projects similar in type and scope to the project described in this solicitation. The projects described in the submittal should have been undertaken by the responding firm within the previous five (5) years.

Label file as **Submittal Document 7.6. (d)** and upload into BidSync.

7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be printed for this purpose.) Proposer certifies that the services provided in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. Reference checks may be performed as a method of verifying prior performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSync and label as **Submittal Document 7.7**. Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

**Submittal Document 4** Yes  No   
**Submittal Document 5** Yes  No   
**Submittal Document 7.4** Yes  No   
**Submittal Document 7.5** Yes  No   
**Submittal Document 7.6. (a)** Yes  No   
**Submittal Document 7.6. (b)** Yes  No   
**Submittal Document 7.6. (c)** Yes  No   
**Submittal Document 7.6. (d)** Yes  No   
**Submittal Document 7.7** Yes  No

## **SUBMITTAL DOCUMENT 4**

List any court cases, litigation, judgments, settlements of cases; and debarments and/or suspensions (Legal/other Actions) within the past three (3) years of the Proposer and/or its F




**PROPOSAL QUESTIONNAIRE  
RLI #24023VR  
PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

<p>Please note that Periscope/BidSync limits the amount of characters in your response. We recommend Proposers respond in as concise a manner as possible. If your response exceeds the maximum number of characters accepted, attach a separate document titled <b>Supplemental Responses</b>. List the question number, restate the question, and provide the supplemental information and/or detailed response. Additional items uploaded should refer to the corresponding number within the Questionnaire.</p>		
	<b>QUESTION</b>	<b>RESPONSE</b>
1.	If awarded does your firm intend to utilize sub-contractors or others that are not employed by your firm?	<input type="text"/>
2.	List your locations if you have more than one where services are performed.	<input type="text"/>
3.	List Primary location:	<input type="text"/>
<p>Provide the Suggested Instruments to be used and/or Recommended Tests for the following positions:</p>		
4.	Regional Communications Operator Trainee	<input type="text"/>
5.	Deputy Sheriff Department of Detention	<input type="text"/>
6.	Deputy Sheriff - Department of Law Enforcement	<input type="text"/>
7.	CADET Department of Detention	<input type="text"/>
8.	CADET Department of Law Enforcement	<input type="text"/>

## AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Proposer's submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO's Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

<b>Term or Condition Article / Section</b>	<b>Insert version of exception or specific proposed alternative language</b>	<b>Provide brief justification for change</b>

**Legal Company Name:**

**Electronic Signature:**

**Company's Authorized Representative:**

**Name**

**Title**



## GENERAL TERMS AND CONDITIONS RLI 24023VR PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

## PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

### SECTION ONE – GENERAL

- 1.1. Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com) **on or before the specified time and date on the bid document.**
- 1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.
- 1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.
- 1.4. **COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.:** All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.
- 1.5. **CONFIDENTIAL & PROPRIETARY:** Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal.** An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

**Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.**

**Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.**

**Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.**

1.6 **PUBLIC RECORD:** Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) 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 contractor does not transfer the records to SHERIFF.
- (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin\\_Foley@sheriff.org](mailto:Erin_Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

**1.7 AGREEMENT PROVISIONS:**

- 1.7.1 Awarded Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Awarded Proposer shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the Contract.
- 1.7.2 In the event no exceptions are included on the Agreement Exception Form, then Awarded Proposer agrees to the terms and conditions found within the attached Sample Agreement. In the event exceptions are included on the Agreement Exception Form by the Awarded Proposer, then BSO reserves the right, in its sole and absolute discretion, to accept or reject any or all of the proposed changes and if the parties cannot come to an agreement, BSO can proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO. Additionally, BSO reserves the right, at any time, to add, modify and delete any of the terms and conditions provided in the Sample Agreement subject to Awarded Proposer's agreement. In the event Awarded Proposer does not agree, BSO can either agree or proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO.

- 1.8 **ASSIGNMENT:** Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.

- 1.9 **SUBCONTRACTORS/INDEPENDENT CONTRACTORS:** Proposer may utilize subcontractors or independent contractors to fulfill the terms of any resulting agreement provided:

- 1.9.1 Written approval by BSO, and
- 1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and
- 1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.
- 1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.

- 1.10 **COMMUNITY BETTERMENT:** The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.

1.11. **NON-DISCRIMINATION:** Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.12. **AGENT/BROKERS:** The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.

1.13. **INSURANCE:** Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverage set forth in this Article. The provisions of this Article shall survive the expiration or termination of this Agreement.

The purpose of the insurance requirements set forth in this Article is to obtain assurance that the CONTRACTOR will have the financial capacity (insurance funds) to meet its contractual duties and responsibilities set forth in this Agreement including, but not limited to, the indemnification provisions contained herein.

All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

All insurance policies shall name the following as additional insured: the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, employees, agents and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

All insurance policies shall be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and (b) CONTRACTOR's insurance policy includes a "severability of interest" clause and (c) the CONTRACTOR's insurance policy provides a waiver of subrogation in favor of the SHERIFF and Broward County.

Self-Insurance shall not be acceptable, unless approved by BSO Risk Management.

CONTRACTOR shall provide Sheriff's Director of Risk Management and Sheriff's Contracts Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article within three (3) calendar days of CONTRACTOR's receipt of a notice of intent to award, and, at any time thereafter, upon request by the Sheriff. If the CONTRACTOR fails to submit the required insurance certificate in the manner prescribed, the CONTRACTOR shall be in default, and the Agreement may be rescinded at the Sheriff's sole discretion.

CONTRACTOR shall provide, within thirty (30) days after receipt of a written request from the SHERIFF, a copy of the policies providing the coverage required by this Agreement. CONTRACTOR may redact provisions of the policies that are not relevant to the insurance required by this Agreement.

CONTRACTOR's insurance policies shall be endorsed to provide Sheriff with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn: Contract Manager  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office  
Attn: Director of Risk Management  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage. The retroactive date, if any, shall be no later than the first day of service to the SHERIFF.

If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no less than five (5) times the occurrence limits specified above in this Article.

CONTRACTOR shall require its insurance carrier to notify BSO Risk Management if the reserves against the aggregate reaches 50% of the aggregate limit. Upon such notification, BSO shall have the right to require CONTRACTOR to obtain additional coverage acceptable to BSO at CONTRACTOR's expense.

If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the SHERIFF until such time that the SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. The SHERIFF, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

**Renewal of Insurance.** CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate is scheduled to expire during this period, CONTRACTOR shall be responsible for submitting a new or renewed insurance certificate to BSO at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate is not replaced with a new or renewed certificate which covers the contractual period, BSO may suspend this Agreement until such time as the new or renewed certificate is received by BSO.

**Minimum Coverage.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude SHERIFF from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

SHERIFF is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and nothing herein is intended to serve as a waiver of sovereign immunity nor shall anything include herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

CONTRACTOR shall carry the following minimum types of insurance:

**WORKER'S COMPENSATION INSURANCE** is to be maintained in compliance with the "Workers' Compensation Law" of the State of Florida for statutory obligations imposed by Workers Compensation or Occupational Disease Laws, including where applicable, the United States Longshoreman's and Harbor Workers Act, the Federal Employers Liability Act and the Jones Act which includes Employers' Liability insurance and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with the following minimum limits:

Employer's Liability for each accident – Five Hundred Thousand Dollars (\$500,000.00)  
Employer's Liability for each disease – Five Hundred Thousand Dollars (\$500,000.00)

**COMMERCIAL GENERAL LIABILITY INSURANCE.** CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include the following coverages: Premises and/or operations, independent contractor, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

**BUSINESS AUTOMOBILE LIABILITY** with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles;
- Hired and non-owned vehicles;
- Leased;
- Employees' non-ownership;

**FIDELITY BOND OR CRIME COVERAGE.** If the CONTRACTOR is doing work involving the SHERIFF's financial accounts, financial data or handling money, a fidelity bond or crime coverage is required. Coverage shall include employee dishonesty, forgery or alteration, social engineering, theft, disappearance and destruction (inside and outside) with minimum limits of One Million Dollars (\$1,000,000). The bond or policy shall include coverage for all directors, officers, agents and employees of the CONTRACTOR, name SHERIFF as loss payee, include coverage for extended theft and mysterious disappearance and not contain a condition requiring an arrest and conviction.

**PROPERTY INSURANCE, BUILDER'S RISK, or INSTALLATION FLOATER.** Such insurance shall be in force and evidenced to SHERIFF as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks" Completed Value form to provide coverage at least equal to the full contract value of the project when complete with a deductible not to exceed Ten Thousand Dollars (\$10,000) each claim for all perils except wind and flood. For the perils of wind and flood, CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by the SHERIFF's Risk Management Division.

- The Builder's Risk policy shall include coverage for any damage to property resulting from faulty workmanship.
- Sublimits: Any sublimit for wind or flood must be approved by the SHERIFF's Risk Management Division.
- Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by SHERIFF.
- The Builder's Risk policy shall reflect BSO, the Broward Sheriff's Office, the Sheriff, Broward County, the Board of County Commissioners, its officers, agents, employees and Commission Members as an "Additional Insured" and as a loss payee.
- The Builder's Risk policy(ies) shall be endorsed to waive the insurer's rights of subrogation against BSO, the Broward Sheriff's Office, the Sheriff, Broward County, the Board of County Commissioners, its officers, agents, employees and Commission Members.
- The Builder's Risk Insurance shall include interests of the Broward Sheriff's Office, the CONTRACTOR and subcontractors of the project.
- The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. Broward Sheriff's Office reserves the right, at its sole discretion, to utilize the CONTRACTOR's Builder's Risk Insurance or for the Sheriff's Office to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the Sheriff's Office the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the Sheriff's Office utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the Sheriff's Office chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the Sheriff's Office with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule.

**PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE:** In the event professional services are being provided, CONTRACTOR shall carry Professional Liability coverage that has a per occurrence limit of not less than One Million (\$1,000,000) dollars per claim, and an annual aggregate limit of not less than Two Million (\$2,000,000) dollars. CONTRACTOR shall require its subcontractors and independent contractors to carry these same levels of professional liability insurance.

**CYBER LIABILITY INSURANCE:** If applicable, limits of not less than One Million (\$1,000,000) dollars for each wrongful act, and Three Million (\$3,000,000) dollars in the aggregate that provides coverage for: Liability for security or privacy breaches, including loss or unauthorized access to, use of, or tampering with computer systems, including hacker attacks and the introduction of a computer virus into, or otherwise causing damage to BSO's or a third party's computer, computer system, network, or similar computer related property and data, software and computers thereon; costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.

**POLLUTION LIABILITY.** This coverage is required whenever the work at issue under this Agreement involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the services contemplated herein. The policy shall cover the CONTRACTOR's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). This coverage can be obtained through the CONTRACTOR's Commercial General Liability policy by including the Limited Pollution Liability Extension ISO endorsement CG 2415 or its equivalent.

If the CONTRACTOR is responsible for the transport of any hazardous waste, the CONTRACTOR can extend the Pollution Liability Policy to cover this exposure or the CONTRACTOR can add to the Business Automobile Policy by adding ISO endorsement CA 9948 and MCS-90.

**UMBRELLA OR EXCESS LIABILITY INSURANCE.** CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insured.

#### 1.14 INDEMNIFICATION:

Contractor shall indemnify, hold harmless and defend the SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

**PLEASE NOTE:** Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

**1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:**

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten (10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

**1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.**

**1.17 AUDIT**

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- 1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
- 1.18.2 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or
- 1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or that it does not have business operations in Cuba or Syria.

1.19. Verification of Employment Eligibility:

- 1.19.1 In accordance with, §448.095, Florida Statutes, Awarded Proposer shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Awarded Proposer enters into a contract with a subcontractor performing work or providing services on its behalf, Awarded Proposer shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

1.19.2 Every Awarded Proposer shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Awarded Proposer may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

1.19.3 The Awarded Proposer certifies that:

- 1.19.3.1. The Awarded Proposer and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
- 1.19.3.2 The Awarded Proposer and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- 1.19.3.3 The Awarded Proposer will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- 1.19.3.4 The Subcontractor will provide the Awarded Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- 1.19.3.5 The Awarded Proposer must maintain a copy of such affidavit.
- 1.19.3.6 The Broward Sheriff's Office may terminate this Agreement on the good faith belief that the Awarded Proposer or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 1.19.3.7 If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), the Awarded Proposer may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated.
- 1.19.3.8 The Awarded Proposer is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Agreement.

## 1.20 Foreign Influence:

Awarded Proposer represents and warrants that it has made any applicable disclosures to BSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

1.21. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

- 1.21.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- 1.21.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.
- 1.21.3 No award will be made to an offeror listed on the SAM Excluded list.

1.22 **Test Period:** The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must both be accepted by the Broward Sheriff's Office (BSO.)

### **Test Period - Services**

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

### **Test Period - Product**

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

1.23 **Termination:** The Agreement and the parties' performance may be terminated upon the following events:

- 1.23.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulate herein.
- 1.23.2 **Termination without Cause.** BSO shall have the right to terminate the Agreement without cause and for BSO's convenience by providing the Awarded Proposer with thirty (30) calendar days written notice. Awarded Proposer will be paid for services or goods delivered up to the date of termination.
- 1.23.3 **Termination for Cause.** In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or these terms and conditions.

1.23.4 **Termination for Lack of Funds.** In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County (or if this Agreement is funded by way of a grant source, then in the event the funds to finance this Agreement become unavailable or are not allocated by that grant source), BSO may provide Awarded Proposer with thirty (30) days written notice of termination.

1.23.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

- 1.23.5.1 Awarded Proposer's violation of the Public Records Act;
- 1.23.5.2 The insolvency, bankruptcy or receivership of Awarded Proposer;
- 1.23.5.3 Awarded Proposer's violation or non-compliance with NON-DISCRIMINATION Section of these terms and conditions; or
- 1.23.5.4 Awarded Proposer fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions.
- 1.23.5.5 Awarded Proposer submits a false certification as provided in Sections 1.18 through 1.20 above.

Neither the expected termination nor the expiration of the Agreement shall relieve Awarded Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services/products until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the Awarded Proposer's duty to indemnify and defend BSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

1.24 **Non-Discrimination:** Awarded Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Awarded Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Awarded Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Awarded Proposer, its successors, transferees, and assignees for the period during which services/products are provided. The Awarded Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

## 1.25 **CALEA Standards & Criminal Justice Information Services Standards**

1.25.1 If the Awarded Proposer is providing computer or telecommunication services that stores, transmits or copies (or facilitates any of the forgoing) data originating from BSO and/or Awarded Proposer is providing services offered by the Awarded Proposer interfaces with, or Awarded Proposer needs access to, any of the BSO'S Criminal Justice Information Systems ("CJIS") which contain Criminal Justice Information ("CJI") (as defined by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE") and includes but not limited to any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges) then the following provisions apply to this Agreement:

1.25.2 Ownership of all data originating from BSO and sent to, or hosted by, the Awarded Proposer remains the BSO'S exclusive property. To the extent that the Awarded Proposer needs access to such data to deliver the services contemplated within the parties' Agreement, the Awarded Proposer is allowed such limited access and limited use. Upon expiration of this Agreement for any reason, said limited access to the data shall expire and Awarded Proposer shall provide BSO copies of all data hosted and/or stored by Awarded Proposer under this Agreement in a commercially accepted downloadable format (for example, XLM format and WORD format) or allow BSO access to such data for downloading up to ninety (90) days after the termination of this Agreement without any additional cost or expense.

1.25.3 The storage (cloud storage or otherwise) of the data considered to be CJI shall only occur by Awarded Proposer in servers and/or data centers and/or computer systems physically located in the United States or its territories and Indian Tribes and/or Canada and subject to the respective governmental jurisdictions (U.S. federal government, individual U.S. State governments, U.S. Indian Tribes or the Royal Canadian Mounted Police).

1.25.4 The software and/or hosting services being provided by the Awarded Proposer to BSO shall use the latest security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO'S data will be stored in mirrored, redundant, secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Awarded Proposer agrees to institute commercially reasonable restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this Agreement. Awarded Proposer shall provide layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Awarded Proposer shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Awarded Proposer shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO'S systems and/or services being provided by Awarded Proposer.

- 1.25.5 Awarded Proposer shall have in place a disaster recovery plan that includes the recovery of critical systems (i.e., systems that provide software services to customers) in event of Awarded Proposer's full or partial data center outage. The plan must include at a minimum, the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (i.e. suitable generator). The Awarded Proposer must be able to execute the disaster recovery plan within moments of a disaster declaration. Awarded Proposer must test its disaster recovery plan annually.
- 1.25.6 Awarded Proposer agrees to comply with all security protocols, handling, storing, hosting, transmitting and copying of CJI data on CJIS in accordance with the latest version of the Criminal Justice Information Services Security Policy (CSP) published and updated periodically by the FBI and can be found here: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> and the most current CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7) both of which are incorporated herein by reference into the parties' Agreement.
- 1.25.7 Awarded Proposer shall comply with the FBI CJIS Security policy screening requirements for all staff, employees, subcontractors, agents and/or vendors that will have unescorted physical or logical access to criminal justice information and/or access to any Broward Sheriff's Office facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security Awareness training that is renewed every two years. Awarded Proposer may not fingerprint its own employees, subcontractors or agents and fingerprinting must be taken/rolled/printed by a recognized law enforcement agency or an FDLE-approved third-party vendor.
- 1.25.8 All of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors who access or handle in any way, BSO'S CJIS or CJI the appropriate security awareness training via the CJIS online application and update and maintain the same throughout the duration of this Agreement. Awarded Proposer shall maintain the Security Addendum Certification form mandated by CSP and provided by BSO'S CJIS Compliance unit to Awarded Proposer for each of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors with access to BSO'S CJI or CJIS.
- 1.25.9 Awarded Proposer and any staff, employee, subcontractors, agents and/or vendors shall follow all requirements pertaining to their operations when accessing, storing, transmitting or handling CJI found in Florida Statute 501.171 and the FBI CJIS Security Policy.
- 1.25.10 If the services rendered by Awarded Proposer under this Agreement is in noncompliance with any FBI or FDLE regulations pertaining to the accessing, storing, transmitting or handling CJI, as updated and modified from time to time by FBI and/or FDLE, then Awarded Proposer shall take all necessary action to bring its services into compliance as soon as possible. BSO reserves the right to deny physical and/or logical access to a contractor that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by Awarded Proposer, BSO may terminate the Agreement and Awarded Proposer shall allow BSO the ability to recapture BSO'S data as more fully described herein and Awarded Proposer shall facilitate BSO'S efforts in recovering said data from Awarded Proposer's systems.

## 1.26 **Contracting with Entities of a Foreign Country of Concern**

Pursuant to section 287.138, Florida Statutes, governmental entities within the State of Florida, including the Broward Sheriff's Office (BSO), are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity. Upon BSO's request, the Contractor\Proposer\Vendor will complete and submit with the Contract\Agreement\Proposal, the form "Foreign Country of Concern Attestation" signed by an officer or authorized representative of the contractor under penalty of perjury that that their company is not an entity the BSO is prohibited from contracting with pursuant to Section 287.138, Florida Statutes. Contractors\Proposers\Vendors are cautioned that, in addition to the criminal penalties for perjury, civil penalties equal to twice the amount of this Contract\Agreement\ being assessed, the ineligibility to enter into, renew, or extend any contract or grant with any Florida governmental entity, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, and placement on the State of Florida Suspended Vendors list may be imposed upon any contractor falsifying the form or violating this statute.

## **SECTION TWO** **RLI PROCEDURES**

2.1 **SELECTION/NEGOTIATION PROCESS:** It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.

2.2 **CONE OF SILENCE:** This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the Cone of Silence is found on the website at: <http://www.sheriff.org> (Use search box in Upper Right of Screen and type in Lobbyist) - click on "Purchasing Bureau" to access the Lobbyist Policy.

2.3. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):**

2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online through Periscope Holding/BidSync. Such request must be received by the Question & Answer Deadline stated on Periscope Holding/BidSync. Questions received after the Question & Answer Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via Periscope Holding/BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.

2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on Periscope Holding/BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit Periscope Holding/BidSync to determine if addenda were issued and to make such addenda a part of their proposal.

2.3.3. **Addenda Acknowledgement:** The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

2.4. **ADDENDA:** In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.

2.5 **MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS:** See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.

2.6. **REVIEW OF PROPOSALS:** Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.

2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.

2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.

2.6.3 **PRESENTATIONS/INTERVIEWS:** The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities. Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. **AWARD:**

- 2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.
- 2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.
- 2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.
- 2.7.4 **Withdrawal of Proposal:** Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 **Open-End Contract:**

- 2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.
- 2.7.5.2 **Ordering:** BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

- 2.8 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this solicitation and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the solicitation. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this solicitation and resolicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this solicitation without any award and/or "piggyback" off of another existing government contract and/or GSA.
- 2.9 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the discretion of BSO Purchasing Bureau Director.
- 2.10 **Solicitation/Award Protest Procedure:** BSO's Protest Procedure is located on our website: <http://www.sheriff.org> , (Use search box in Upper Right of Screen and type in Protest - click on Protest Procedure).



## AFFIDAVIT

**RLI # 24023VR**

### **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

**OR**

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

**It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.**

**Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.**

(Company Name)

Electronic Signature (Print Name)



## PROPOSAL ACKNOWLEDGEMENT FORM

RLI # 24023VR

### PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

### EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

**The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.**

**IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.**

Legal Company Name:

Electronic Signature Proposer's Authorized Representative's Name:

Representative's Title:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



### NON-COLLUSION CERTIFICATE

I,  (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: , Solicitation  Title:  ("Competitive Solicitation") and to a contract if an award is made ("Contract").

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By:

20

Signature

Date

Printed Name and Title

Federal Employer Identification Number



### SCRUTINIZED COMPANY CERTIFICATE

I, , representing  (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: , Solicitation Title:  ("Competitive Solicitation") and to a contract if an award is made ("Contract").

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria,.

By: 

Signature

 20 

Date

Printed Name and Title

Federal Employer Identification Number:

Printed Name of Firm:

Address of Firm:

## VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. IF THIS FORM IS BEING REQUESTED AS PART OF A SOLICITATION, IT MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

In accordance with, §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

Every Contractor shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Contractor may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Contractor, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The Broward Sheriff's Office may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Date





## Confidentiality Agreement

**RLI # 24023VR**

### **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with [REDACTED], an independent contractor, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned [REDACTED] ("Assignee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services Assignee may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Assignee agrees as follows:

**I. Acknowledgment of Confidentiality.** Assignee hereby acknowledges that

(he / she) may be exposed to confidential information including, without limitation, criminal intelligence information,  
(*Circle one of the above*)

criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include:

- (i) Information already known or independently developed by Assignee and/or CONTRACTOR;
- (ii) Information in the public domain through no wrongful act of CONTRACTOR and/or Assignee, or
- (iii) Information received by CONTRACTOR and/or Assignee from a third party who was free to disclose it.

**II. Covenant Not to Disclose.** With respect to the Confidential Information, Assignee hereby agrees that during the term of rendering services or performing work and at all times thereafter Assignee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

**IN WITNESS WHEREOF**, Assignee executes this Confidentiality Agreement on the date set forth below.

**(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR**

Electronic Signature (*Individual's Name*)

Date

Witness

Date





**DRUG FREE WORKPLACE CERTIFICATION**  
**RLI # 24023VR**  
**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Proposer's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and psychological service; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Legal Company Name)

Electronic Signature (Print Name)

**SUBMITTAL SECTION 7.7**  
**Pg. 1**

**REFERENCE FORM**

**REFERENCE FORM - To be completed by Proposer's Client, not the Proposer. Also note that BSO personnel are prohibited from completing this form.**

**PROPOSER'S COMPANY NAME:** \_\_\_\_\_

**Name of Reference Agency:** \_\_\_\_\_

**Address of Reference:** \_\_\_\_\_

**Contact Information of Reference:**

Name	Title
_____	_____
Phone #	E-Mail Address
_____	_____

1. Reference Company
  - a. Type of Business \_\_\_\_\_
  - b. Estimated # of employees \_\_\_\_\_
2. Project Name: \_\_\_\_\_
3. Project Amount: \_\_\_\_\_
4. Description of services provided by Vendor: \_\_\_\_\_
5. Vendor's role in Project: Prime Vendor      Subconsultant/Subcontractor
6. Would you use this vendor again? Yes No If No, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Contract term - begin/end dates that Proposer has provided Services to you.  
(If there were any breaks in services, please state reason and duration of the break):  
\_\_\_\_\_  
\_\_\_\_\_
8. Is Proposer still providing services to your agency? If not, please elaborate: \_\_\_\_\_  
\_\_\_\_\_
9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. \_\_\_\_\_
10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?  
\_\_\_\_\_

**SUBMITTAL SECTION 7.7**  
**Pg. 2**

**PROPOSER'S COMPANY NAME:** \_\_\_\_\_

11. What is response time for addressing concerns? \_\_\_\_\_

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

\_\_\_\_\_

\_\_\_\_\_

<b>Please rate your experience with the Vendor:</b>	<b>Needs Improvement</b>	<b>Satisfactory</b>	<b>Excellent</b>	<b>Not Applicable</b>
<b>1. Vendor's Quality of Service</b>				
a) Responsive				
b) Accuracy				
c) Deliverables				
<b>2. Vendor's Organization:</b>				
a) Staff expertise				
b) Professionalism				
c) Staffing Turnover				
d) Timeliness of Project				
e) Deliverables				
<b>3. Project completed within budget</b>				
<b>4. Cooperation with:</b>				
a) Your Firm				
b) Subcontractor(s)/ Subconsultant(s)				
c) Regulatory Agency(ies)				

**Additional Comments:** (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

\_\_\_\_\_  
Name & Signature of Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#).

(“Contractor, “Bidder” or “Proposer”) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Full Name (signature)

Title

Date

**Certification of Compliance with Anti-Human Trafficking Laws**

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Entity.

---

(Vendor Signature)

---

(Company Name)

---

(Print Name)

---

(Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

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(Signature)

---

(Print Name)

My commission expires: \_\_\_\_\_

**W-9**

Form (Rev. March 2024)

Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give form to the  
requester. Do not  
send to the IRS.**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <b>Specific Instructions</b> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)						
	2 Business name/disregarded entity name, if different from above.						
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.						
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate						
	<input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____						
	<b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.						
	<input type="checkbox"/> Other (see instructions) _____						
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____	<input type="checkbox"/>						
5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)						
6 City, state, and ZIP code							
7 List account number(s) here (optional)							

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
or						
Employer identification number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
-----------	--------------------------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1 — An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup>See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**\* Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

**\*\*** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

# INSURANCE CERTIFICATE SAMPLE

## BROWARD SHERIFF'S OFFICE

### Quick Tips

#### Understanding the Acord Certificate of Insurance

<p><b>1. PRODUCER</b> Insurance Agent/Broker who issues certificate.</p> <p><b>2. NAME OF INSURED</b> Must be the legal name of the contracting party.</p> <p><b>3. TYPES OF INSURANCE</b> Must include the types of insurance required by contract.</p> <p><b>4. POLICY FORM</b> "Claims made" or "occurrence" form; see below for definitions.</p> <p><b>5. NAMED ADDITIONAL INSURED</b> The Broward Sheriff's Office must be named additional insured as written.</p> <p><b>6. CERTIFICATE HOLDER</b> Must be The BROWARD SHERIFF'S OFFICE</p>	<p><b>ACORD . CERTIFICATE OF INSURANCE</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">PRODUCER</td> <td colspan="3"> <p>Bill Jones Insurance Agency License #OC32505 40 E. Main St. Ste. 1100 FT. 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**The ACORD Certificate of Insurance**

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date".

5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies
6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made" coverage, coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

*Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office*

**AGREEMENT****by and between****GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA****and**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gregory Tony, as Sheriff of Broward County, Florida on behalf of the Broward County Sheriff's Office (hereinafter referred to as "SHERIFF") and \_\_\_\_\_;

**WHEREAS**, SHERIFF issued a RLI #24023VR for Pre-Employment Psychological Evaluation Services ("Solicitation"), attached hereto and marked as Exhibit A, and incorporated by reference; and

**WHEREAS**, CONTRACTOR submitted its response to the Solicitation, attached hereto and marked as Exhibit B, and incorporated herein by reference; and

**WHEREAS**, SHERIFF has selected CONTRACTOR as one of the multiple successful bidders to be pre-qualified to provide psychological services, on an as-needed basis, during the term of this AGREEMENT; and

**WHEREAS**, SHERIFF will request pre-employment psychological evaluation services from CONTRACTOR, and other successful bidders, on a case-by-case basis, at the SHERIFF'S discretion; and

**IN CONSIDERATION** of the mutual terms and conditions contained herein, SHERIFF and CONTRACTOR covenant, and agree, as follows:

**SECTION I**  
**DEFINITIONS AND IDENTIFICATIONS**

**AGREEMENT.** Means this document including the exhibits, schedules, and attachments attached hereto, and those documents that are set forth in this AGREEMENT, as being expressly incorporated herein by reference.

**CONTRACT ADMINISTRATOR.** The designee of the SHERIFF, whose primary responsibility is to coordinate and communicate with CONTRACTOR, and to manage and supervise performance and completion of this AGREEMENT, in accordance with the terms and conditions set forth herein. In

the administration of this AGREEMENT, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator for this AGREEMENT for SHERIFF is Colonel Andrew Dunbar, or his designee.

**CONTRACTOR.** Means \_\_\_\_\_ and its successors and assigns.

**SHERIFF.** Means the duly elected and qualified Sheriff of Broward County, Florida.

## **SECTION II** **SCOPE OF SERVICES**

2.1 CONTRACTOR is hereby retained to provide to the SHERIFF Pre-Employment Psychological Evaluation Services to include the services specifically set forth in the scope of services contained in Section 3.7 ("Scope of Services"), of Exhibit A, which is attached hereto, and incorporated herein.

2.2 This is a Non-Exclusive AGREEMENT. CONTRACTOR, understands and acknowledges, that the SHERIFF will use multiple vendors to provide for the services described herein. SHERIFF reserves the right to engage and hire vendors, and/or other law enforcement agencies, and/or SHERIFF'S employees, to perform psychological evaluation services or any testing and evaluation services, by any means SHERIFF desires. There are no assurances, of any minimum or maximum pre-employment psychological evaluation services, that will be requested, of the CONTRACTOR to perform. The use of CONTRACTOR, or any other vendor, shall be in the SHERIFF'S sole discretion and on a case-by-case basis.

## **SECTION III** **MANNER OF PERFORMANCE**

3.1 CONTRACTOR shall perform all services to the utmost professional standards and provide, at a minimum, all of the requirements, qualifications and conditions of the Solicitation's Section 3.7 ("Scope of Services"). The parties acknowledge that the SHERIFF contracted with CONTRACTOR based upon their licensed psychologist's expertise in the area of law enforcement, investigations and detention pre-employment psychological evaluations. Should CONTRACTOR be unable to perform such services for any reason including, but not limited to, death, incapacity, or loss of license, SHERIFF shall have the right to immediately terminate this AGREEMENT.

3.2. Pre-employment psychological evaluations of applicants for Broward Sheriff's Office (BSO) are to be only performed by properly licensed practitioners as explained in section 3.7.2.2.5 of the Solicitation. SHERIFF'S authorization of CONTRACTOR'S practitioner(s) will only be given after a review of potential evaluators' curricula vitae and approval by SHERIFF'S Assessment and Recruitment Staff. SHERIFF'S preference is to utilize staff psychologists identified as diplomats, Forensic Psychology, American Board of Forensic Psychology and fellows of the American Academy of Forensic Psychology.

3.3 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of, and from it, pursuant to the express and implicit terms of this AGREEMENT. Further, CONTRACTOR agrees to perform its duties and obligations, in accordance with the standard professional ethics, determined by the American Psychological Association during the term of this AGREEMENT. CONTRACTOR further agrees to perform all of its duties and obligations, under this agreement, in accordance with any and all applicable federal, state, and local statutes, laws, ordinances, regulations, rules, codes, and ethics

3.4 CONTRACTOR agrees that the services provided under this AGREEMENT shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. CONTRACTOR agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, and registrations currently required by applicable laws, codes, rules, and regulations. CONTRACTOR further certifies that its employees will keep all licenses, permits, registrations, authorizations, and certifications required by applicable laws, codes, rules, and regulations in full force and effect during the term of this AGREEMENT. Failure of CONTRACTOR to comply with this paragraph shall constitute a material breach of this AGREEMENT

3.5 Copies of all psychological evaluations, test instrument results, notes, risk assessments, reports, of test subjects generated under this AGREEMENT shall be released to SHERIFF after each psychological evaluation is complete, and shall not contain, and must be free from, any copyright or other intellectual claim, and shall become the property of the SHERIFF, and easily digitally retrieved and read by SHERIFF, without any use of proprietary software or licenses. Notwithstanding anything to the contrary herein, CONTRACTOR shall not claim copyright, or mark as copyrighted, any and/or all materials, documents, exhibits, videos, audio or visual work product delivered to BSO. If any intellectual property is generated by CONTRACTOR under this AGREEMENT, then this AGREEMENT shall be considered a "Work for Hire" and all intellectual property rights, if they exist, vest solely with SHERIFF. SHERIFF may reproduce, distribute, copy all deliverables, documents, voice files, audio files, video files, transcripts, exhibits and alike, without limitation, and without additional compensation, to the CONTRACTOR.

3.6. If requested by SHERIFF, CONTRACTOR will offer testimony, statements, or depositions in legal proceedings and arbitrations involving the services rendered under this AGREEMENT, at no additional cost, or expense, to SHERIFF on an as-needed basis, except for travel expenses under F.S. 112.061.

3.7 There are no computer software upgrades or installations needed for the CONTRACTOR to deliver services to SHERIFF, or for SHERIFF to deliver the data or files to CONTRACTOR, for psychological evaluations, and if there are, CONTRACTOR will provide the same to SHERIFF as a license at no additional compensation.

3.8 SHERIFF may cancel any psychological evaluation request prior to CONTRACTOR'S

commencement of the psychological evaluation request, without any charges, fees, cancellation penalties or alike, to SHERIFF. If a psychological evaluation is in process, and SHERIFF cancels the same, then CONTRACTOR may only seek payment for that part of the psychological evaluation performed prior to receiving SHERIFF'S cancellation request.

3.9 CONTRACTOR'S duty of confidentiality, applicable to any test subject, shall not apply as to SHERIFF'S request for information or test results. CONTRACTOR shall inform each test subject in writing the purpose of the exam/evaluation and disclosure of any, and all information and testing results, shall be shared only with SHERIFF.

3.10 Time being of the essence, appointments for administration of the test battery to applicants will be made within five (5) working days of SHERIFF'S notification to CONTRACTOR of the need for evaluation of said applicants. The pre-employment psychological screenings will be conducted the same day as the administration of the test battery, unless other arrangements are made with SHERIFF'S Human Resources Bureau. CONTRACTOR will provide online appointment setting.

3.11 Unless otherwise authorized by SHERIFF, CONTRACTOR shall provide a standard four (4) point scale with scale point definitions as follows: (1) Serious Risk (2) Moderate Risk (3) Minimal Risk, and (4) No Apparent Risk. These will assist to maintain applicant score information in the same format for such purposes as consistency in making hire decisions and for statistical reporting and analysis.

3.12 A full typed report will be provided to SHERIFF'S Human Resources Bureau within ten (10) working days of the clinical interview as per the bid solicitation and standard policies of BSO. Summary of the evaluation results will be provided to SHERIFF'S Human Resources Bureau via e-mail and/or fax within three (3) working days of the clinical interview.

3.13 Information gathered during the evaluation, which is significant to a background investigation, will be provided by CONTRACTOR in a separate typed document that will not contain any other information that is specifically psychological in nature.

3.14 CONTRACTOR will maintain a database of the employee and their preemployment evaluation tests. If requested by SHERIFF, CONTRACTOR shall collect and analyze evaluation data regarding the job performance of evaluated applicants who are selected for employment to assess whether employees are performing to the level anticipated by CONTRACTOR'S pre-employment evaluation and report such data and make recommendations aimed at improving the effectiveness of the evaluation process. This information will be provided to SHERIFF as requested by the SHERIFF.

3.15 Pre-employment psychological screenings will take place in person and by a properly licensed practitioner (see definition in Section 3.7.2.2.5 of the Solicitation) only after components of the test battery are scored and reviewed by the interviewer/evaluators. Items of concern on battery tests will be addressed during the pre-employment psychological screenings and determined if marked true or if

items were mismarked in error.

3.17 Tests administered must have documented predictive validity related to future job performance for the job classifications for which applicants are evaluated.

3.18. CONTRACTOR will notify the SHERIFF'S Human Resources, Selection and Assessment Manager of any pending legislative or regulatory changes that would impact this Agreement or the services provided hereunder.

3.19 If any claim or action is brought against the SHERIFF, which challenges any of the evaluations performed by CONTRACTOR, CONTRACTOR will, at the request of the SHERIFF, serve as the SHERIFF'S expert. This requirement shall survive the termination or expiration of this Agreement.

3.20 If the CONTRACTOR needs to cancel an appointment, CONTRACTOR must contact SHERIFF between 8:00 am to 4:00 pm at least one (1) day in advance or the business day before, if the appointment falls on a Monday.

3.21 SHERIFF'S Human Resources may revisit tests used by the CONTRACTOR as needed.

3.22 Time is of the essence relative to CONTRACTOR'S performance of this Agreement's terms and conditions.

#### **SECTION IV** **CONFLICT OF INTEREST**

CONTRACTOR assures the SHERIFF, that to the best of its knowledge, the signing of this AGREEMENT, does not create any conflict of interest between itself, its associates, any principal of its firm, or any member or employee of the SHERIFF.

#### **SECTION V** **TERM**

This AGREEMENT, shall commence on the date that the AGREEMENT has been executed by both parties, and remain in full force and effect, for a three (3) year period commencing \_\_\_\_\_, 2019, through \_\_\_\_\_, 202\_\_\_\_, with two (2), one (1) year renewal periods upon election by SHERIFF, at the same consideration rates contained herein.

#### **SECTION VI** **CONSIDERATION**

6.1 CONTRACTOR shall provide the Services contemplated herein for a sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars per applicant/test subject. .

6.2 CONTRACTOR shall submit all invoices to the SHERIFF'S Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, identifying the nature of the work performed, the total hours of work performed, and the employee or agent performing same. All invoices shall break down each psychological evaluation, the date the order is received by CONTRACTOR, the date the order is delivered to SHERIFF, the case or file number on applicant's name given by SHERIFF to CONTRACTOR, the name of the SHERIFF'S representative requesting the psychological evaluation, total charges, any discounts, any credits, and any other codes, categories or descriptions of charges requested by SHERIFF, to accurately allocate the expenditure to the SHERIFF'S applicable division's budget.

6.3 SHERIFF shall have the right to provide written objections to an invoice within fifteen (15) calendar days of SHERIFF'S receipt of such invoice. If no objection is made within such fifteen (15) business day period, payment shall be made within fifteen (15) calendar days thereafter.

6.4 CONTRACTOR recognizes that funding for SHERIFF requirements, including the funding for monies to pay for the services delivered hereunder, is done on a budget year basis (October 1 through September 30). CONTRACTOR further recognizes that the Broward County Commission is the authority which establishes, allocates, or otherwise provides for SHERIFF'S budget year funding. If in any budget year, funding, for any reason, is not provided for the monetary obligations of SHERIFF under this AGREEMENT, then this AGREEMENT, and payment obligations, may be terminated by SHERIFF, without penalty or further payment to CONTRACTOR therefore, except SHERIFF shall pay for work and services performed, and expenses and other charges incurred prior to termination. In the event of non-appropriation, the SHERIFF will provide CONTRACTOR with at least thirty (30) days prior written notice.

## SECTION VII EXPENSES

CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this AGREEMENT, including, but not limited to, costs of supplies, fees, licenses, bonds, taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of SHERIFF. The fees quoted in Section 6.1 herein include all CONTRACTOR'S costs and expenses, including, but not limited to, cost and expenses related to travel (if any).

## SECTION VIII RECORDS

8.1 SHERIFF shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this AGREEMENT. CONTRACTOR shall keep such books, records, and accounts as may be necessary, in order to record complete and correct entries related to the AGREEMENT. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form, within a reasonable time and, upon request to do so, CONTRACTOR shall make same available, at no cost to SHERIFF, in written form and/or digital form.

8.2 CONTRACTOR shall preserve and make available, at reasonable times for examination and

audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated, and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act, is determined by SHERIFF, to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF'S disallowance and recovery of any payment upon such entry.

8.3 Pursuant to Florida law (including, but specifically but not limited to, Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- a. Keep and maintain public records required by SHERIFF to perform the services contracted for in this AGREEMENT;
- b. Upon request from SHERIFF, SHERIFF'S designee or SHERIFF'S custodian of public records, provide SHERIFF or designee, with a copy of the requested records, or allow the records to be inspected, or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF;
- c. 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 CONTRACTOR does not transfer the records to SHERIFF;
- d. Upon completion of the contract, transfer, at no cost to SHERIFF, all public records in possession of CONTRACTOR, or keep and maintain, public records required by SHERIFF, to perform the services contracted for in this AGREEMENT, at SHERIFF'S sole option. If the CONTRACTOR transfers, all public records to SHERIFF, upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential, and exempt from public records disclosure requirements. If the CONTRACTOR keeps, and maintains public records, upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records; and
- e. All public records stored electronically by the CONTRACTOR, pertaining to the services contracted for in this AGREEMENT, must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF'S designee, or SHERIFF'S custodian of records designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this AGREEMENT, and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin.Foley@sheriff.org](mailto:Erin.Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

### **SECTION IX** **CRIMINAL HISTORY**

9.1 CONTRACTOR represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed, all such convictions or pending criminal charges, to the SHERIFF and further agrees, to disclose any future convictions or pending criminal charges.

9.2 CONTRACTOR'S employees, agents, servants, or representatives directly performing services for CONTRACTOR, pursuant to this AGREEMENT, may be subject to a background screening conducted by the SHERIFF, prior to performing such services. Such screening shall be at the expense of SHERIFF.

### **SECTION X** **EMPLOYMENT RESPONSIBILITY**

10.1 Any of CONTRACTOR'S employees, subcontractors, and any other person(s) performing services pursuant to this AGREEMENT (hereinafter referred to collectively as "Staff") shall be deemed as employed by CONTRACTOR, not the SHERIFF.

10.2 Accordingly, the SHERIFF shall not be responsible for, or assume any liability for, any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits, or any other amenities of employment to any of CONTRACTOR'S Staff.

10.3 CONTRACTOR shall have and maintain, sole responsibility and control, over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

10.4 SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S Staff during the performance of the services, duties, and responsibilities contemplated herein.

10.5 CONTRACTOR has the right to provide services to others, or hold itself out to the public, as available to engage in agreements with others.

10.6 CONTRACTOR, and its Staff, shall at all times, be an independent contractor under this AGREEMENT, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act, by CONTRACTOR or its Staff, shall in any way, obligate or bind SHERIFF.

10.7 CONTRACTOR will be responsible for having its Staff complete and submit data forms, required to obtain clearance, prior to entering any of SHERIFF'S facilities. Such forms shall be provided by SHERIFF.

10.8 CONTRACTOR agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by the SHERIFF.

### **SECTION XI** **CONTRACTOR'S STAFF**

11.1 SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR'S Staff providing services pursuant to this AGREEMENT at any time.

11.2 CONTRACTOR will maintain the continuity of the Staff assigned to provide services pursuant to this AGREEMENT throughout the term of this AGREEMENT.

11.3 CONTRACTOR agrees to defend, hold harmless, and indemnify the SHERIFF, and shall be liable and responsible, for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against the SHERIFF, occurring on account of, arising from, or in connection with the removal, and replacement of any Staff performing services hereunder, at the request of the SHERIFF. Removal and replacement of any Staff shall not require the termination and/or demotion of such Staff.

11.4 CONTRACTOR agrees that CONTRACTOR will at all times employ, maintain and assign, to the performance of the work required hereunder, a sufficient number of competent, licensed, certified and qualified professionals and other personnel to meet the needs of the SHERIFF.

### **SECTION XII** **PAYMENT OF TAXES**

CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of CONTRACTOR and the payments to CONTRACTOR's Staff. It is understood by both parties, that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed, that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to CONTRACTOR or its Staff.

### **SECTION XIII** **CIVIL RIGHTS REQUIREMENTS**

13.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

13.2 CONTRACTOR's shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, sexual orientation or sexual identity, physical or mental disability, political affiliation.

13.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this AGREEMENT, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees. CONTRACTOR will ensure that all subcontractors are not in violation of the terms of this Section.

#### SECTION XIV INDEMNIFICATION

14.1 CONTRACTOR shall indemnify, hold harmless and defend, the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives, against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct, of CONTRACTOR or its Staff. Additionally, CONTRACTOR shall indemnify, hold harmless and defend, the SHERIFF, his officers, employees, agents, servants, designees, attorneys, and legal representatives, against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from CONTRACTOR'S performance under this Agreement. The SHERIFF reserves the right to select defense counsel.

14.2 Nothing in this AGREEMENT is intended, nor shall it be construed or interpreted, to waive or modify, the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28, as now worded, or as may hereafter be amended.

14.3 The above indemnification provisions shall survive the expiration or termination of the AGREEMENT.

#### SECTION XV INSURANCE

15.1 Throughout the term of this AGREEMENT and for all applicable statutes of limitation periods, CONTRACTOR shall maintain, in full force and effect, the insurance coverage set forth in this article.

15.2 All Insurance Policies shall be issued by companies that:(a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a best's rating of A-VI or better.

15.3 All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office ("BSO"), the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees, and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified, for claims to the extent caused by the acts, actions, omissions, or negligence of CONTRACTOR, its employees, agents, subcontractors, and representatives; but is not defended or indemnified, for the additional insured's own acts, actions,

omissions, negligence.

15.4 All Insurance Policies shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against who claims are made, or suit is brought, and that the inclusion of more than one insured, shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

15.5 If the CONTRACTOR fails to submit the required Certificate of Insurance in the manner prescribed with the executed AGREEMENT submitted to BSO and if not submitted with the executed AGREEMENT in no event to exceed three (3) calendar days, after request to submit Certificate of Insurance, the CONTRACTOR shall be in default, and the contract shall be rescinded. Under such circumstances, the Proposer may be prohibited from submitting future solicitations to BSO.

15.6 CONTRACTOR shall carry the following minimum types of Insurance (**Commercial General Liability is to be carried by all Contractors**):

- a. **WORKER'S COMPENSATION:** CONTRACTOR shall worker's compensation in compliance with the "Workers' Compensation Law" of the State of Florida for statutory obligations imposed by Workers Compensation or Occupational Disease Laws, including where applicable, the United States Longshoreman's and Harbor Workers Act, the Federal Employers Liability Act and the Jones Act which includes Employers' Liability insurance and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with the following minimum limits: Employer's Liability for each accident – Five Hundred Thousand Dollars (\$500,000.00); Employer's Liability for each disease – Five Hundred Thousand Dollars (\$500,000.00).
- b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** CONTRACTOR shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, combined single limits bodily injury liability and property damage liability. The policy must include owned vehicles and hired and non-owned vehicles leased; and employees' non-ownership.
- c. **COMMERCIAL GENERAL LIABILITY:** CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include the following coverages: Premises and/or operations, independent contractor, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- d. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE:** CONTRACTOR shall carry Professional Liability coverage for it and its employees performing services under this Agreement that has a per occurrence limit of not less than One Million (\$1,000,000.00) Dollars and an aggregate limit of not less than Two Million (\$2,000,000.00) Dollars. CONTRACTOR shall require its subcontractors and independent contractors to carry these same levels of professional liability insurance.
- e. **CYBER LIABILITY INSURANCE:** CONTRACTOR shall provide Cyber Liability Insurance in limits of not less than One Million (\$1,000,000) dollars for each wrongful act, and Three Million (\$3,000,000) dollars in the aggregate that provides coverage for: Liability for security or privacy breaches, including loss or unauthorized access to, use of, or tampering with computer systems, including hacker attacks and the introduction of a computer virus into, or otherwise causing damage to SHERIFF'S or a third party's computer, computer system, network, or similar computer related property and data, software and computers thereon; costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.
- d. **UMBRELLA OR EXCESS LIABILITY INSURANCE:** CONTRACTOR may satisfy the minimum liability limits required above by providing proof of an Umbrella or Excess Liability policy. There is no minimum Per Occurrence Limit of Liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees, and commission members as additional insured. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of CONTRACTOR, its employees, agents, subcontractors, and representatives; but is not defended or indemnified, for the additional insured's own acts, actions, omissions, negligence.

15.7 CONTRACTOR shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverage required by this article within three (3) calendar days of CONTRACTOR's receipt of Notice of Intent to Award the contract and, at any time thereafter, upon request by the Sheriff. It is the CONTRACTOR'S responsibility to ensure that the Director of Risk Management and the Contract Manager both have a current Certificate of Insurance and endorsements at all times.

CONTRACTOR'S Insurance Policies shall be endorsed to provide Sheriff with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn: Contracts Manager  
2601 W. Broward Blvd.

AND

Broward Sheriff's Office  
Attn: Director, Risk Management  
2601 W. Broward Blvd.

Ft. Lauderdale, Florida 33312

Ft. Lauderdale, Florida 33312

15.8 If CONTRACTOR'S insurance policy is a Claims Made Policy, then CONTRACTOR shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the AGREEMENT or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a Reporting Endorsement of Tail Coverage.

15.9 If any of CONTRACTOR'S insurance policies includes a General Aggregate Limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

15.10 The provisions of this article shall survive the expiration or termination of this agreement.

15.11 **COMMENCEMENT OF OPERATION:** The CONTRACTOR shall not commence operations, and/or labor, to complete this project, pursuant to the terms of this AGREEMENT until certification or proof of insurance, issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.

15.12 **PAYMENT:** If any of the insurance policies required under this Article above lapse during the term of this agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the SHERIFF until such time that the SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Article that is effective as of the lapse date. The SHERIFF, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

15.13 **RENEWAL OF INSURANCE:** CONTRACTOR shall be responsible for assuring that the insurance certificate/endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, CONTRACTOR shall be responsible for submitting a new or renewed insurance certificate/endorsements to BSO at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced, with a new or renewed certificate, which covers the contractual period, BSO shall suspend this AGREEMENT, until such time as the new or renewed certificate/endorsements are received by BSO.

15.4 **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein, shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude SHERIFF, from taking such other actions as is available to him, under any other provisions of this AGREEMENT or otherwise in law or equity.

## **SECTION XVI** **PUBLIC ENTITY CRIMES ACT, SCRUTINIZED COMPANIES LIST** **& FOREIGN COUNTRIES OF CONCERN**

16.1 In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida

Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

16.2 By signing this agreement and the attached certification marked as Exhibit E, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, SHERIFF shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, SHERIFF shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date SHERIFF determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

16.3 Pursuant to section 287.138, Florida Statutes, governmental entities within the State of Florida, including the SHERIFF are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity. By signing this Agreement, CONTRACTOR represents and warrants that: it is not owned or controlled by a foreign country of concern nor a foreign principal, as defined by section 287.138(1)(c), 288.0071 and 692.01, Florida Statutes; no foreign country of concern has a controlling interest in CONTRACTOR'S business entity, as defined by section 287.138(1)(a), Florida Statutes; and CONTRACTOR is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes. Misrepresentation by CONTRACTOR of the forgoing to SHERIFF will cause this Agreement to be voided, at SHERIFF'S discretion, and no further payment will be due by SHERIFF to CONTRACTOR. Upon SHERIFF'S request, the CONTRACTOR will complete and submit an affidavit signed by an officer or authorized representative of the contractor under penalty of perjury that that their company is not an entity the SHERIFF is prohibited from contracting with pursuant to Section 287.138, Florida Statutes.

## **SECTION XVII** **ASSIGNMENT**

This AGREEMENT, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of

SHERIFF.

**SECTION XVIII**  
**DRUG-FREE WORKPLACE**

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit C and incorporated herein.

**SECTION XIX**  
**NOTICE**

Any notice, hereunder, by one party to the other party, shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the AGREEMENT. Any notice, shall be effective, on the date it is received by the addressee. Either party may change its address, for notice purposes, by giving the other party notice, of such change, in accordance with this paragraph. Notices shall be addressed as follows:

**TO CONTRACTOR:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO SHERIFF:**

Colonel Andrew Dunbar  
Executive Director of Department of Human Resources/Communications  
& Technology, Records/Warrants  
Sheriff's Office of Broward County  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

**With copy to:**

Terrence Lynch, General Counsel  
Office of the General Counsel  
Sheriff's Office of Broward County  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312

**SECTION XX**  
**AGREEMENT TERMS TO BE EXCLUSIVE**

This written AGREEMENT, including any exhibits, attachments, and schedules referred to herein, contains the sole and entire AGREEMENT between the parties. The parties, acknowledge and agree, that neither of them has made any representation with respect to the subject matter of this AGREEMENT, or any representations, inducing its execution and delivery, except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge, that any

statements or representations that may have been made by either of them to the other, are void and of no effect, and that neither of them has relied on such statements or representations in connection with its dealings with the other. This AGREEMENT replaces in full, any other AGREEMENTS, by and between the parties, pertaining to pre-employment psychological evaluation services upon its full execution.

**SECTION XXI**  
**WAIVER OR MODIFICATION OF AGREEMENT**

No waiver or modification of this AGREEMENT, or of any covenant, condition, or limitation contained herein, shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification, of the terms herein, shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this AGREEMENT, unless such waiver or modification is in writing and duly executed by the parties.

**SECTION XXII**  
**[RESERVED]**

**SECTION XXIII**  
**FLORIDA ANTI-HUMAN TRAFFICKING LAWS**

By execution of this Agreement by the undersigned authorized representative of CONTRACTOR, CONTRACTOR hereby attests under penalty of perjury that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated in it are true. CONTRACTOR agrees to provide SHERIFF the attached Certification of Compliance with Florida Anti-Human Trafficking Laws marked as Exhibit F upon signing of this Agreement.

**SECTION XXIV**  
**THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor SHERIFF intends to directly or substantially benefit a third party by this AGREEMENT. Therefore, the parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a claim against either of them based upon this AGREEMENT.

**SECTION XXV**  
**LOCATION AND OFFICE HOURS**

CONTRACTOR will operate its office at the following location(s) and times within Broward County, Florida:

Location: \_\_\_\_\_

Office Hours: \_\_\_\_\_

**SECTION XXVI**  
**CONFICTING TERMS**

In the event of a conflict between the terms and conditions set forth in this AGREEMENT, the terms and conditions that are most favorable to the SHERIFF shall prevail. If there is a conflict between this document and any exhibit, then Sections 1-35 within this document controls.

## **SECTION XXVII** **FORCE MAJEURE**

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

## **SECTION XXVIII** **TERMINATION**

28.1 The AGREEMENT may be terminated upon the following events:

28.1.1. Termination by Mutual Agreement. In the event the parties mutually agree in writing, this AGREEMENT may be terminated on the terms and dates stipulated therein.

28.1.2 Termination Without Cause. SHERIFF shall have the right to terminate this AGREEMENT without cause by providing CONTRACTOR with thirty (30) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

28.1.3 Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this AGREEMENT immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which CONTRACTOR was given prior written notice clearly labeled as important or the terms and conditions of this AGREEMENT.

28.1.4 Termination for Lack of Funds. In the event the funds to finance this AGREEMENT become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF may provide CONTRACTOR with thirty (30) calendar days written notice of termination. Nothing in this AGREEMENT shall be deemed or construed to prevent the parties from negotiating a new AGREEMENT in this event.

28.1.5 Immediate Termination by SHERIFF.

SHERIFF, in the SHERIFF's sole discretion, may terminate this AGREEMENT immediately upon the occurrence of any of the following events:

- a) CONTRACTOR'S violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of CONTRACTOR;

- c) CONTRACTOR'S violation or non-compliance with Nondiscrimination Article of this AGREEMENT;
- d) CONTRACTOR fails to maintain insurance in accordance with the Insurance Article of this AGREEMENT;
- e) CONTRACTOR'S conduct or non-performance that amounts to a public safety hazard to the public or SHERIFF'S staff; or
- f) CONTRACTOR'S violation of the E-Verify Provision within this AGREEMENT

### **SECTION XXIX** **SUBCONTRACTORS**

29.1 CONTRACTOR may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

29.2 Prior to entering into any subcontract, CONTRACTOR will provide written notice to the SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontractor, and such other information as may be required by the SHERIFF.

29.3 CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this AGREEMENT shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

29.4 The provisions of this AGREEMENT will apply to any subcontractors and their officers, agents and employees performing services pursuant to this AGREEMENT as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

29.5 CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein including but not limited to the insurance provisions.

29.6 The SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to the SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this AGREEMENT. All subcontractors are required to abide by the non-disclosure provisions set forth herein. CONTRACTOR shall furnish to the SHERIFF copies of all subcontracts. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SHERIFF to any subcontractor hereunder.

### **SECTION XXX** **INDEPENDENT CONTRACTOR**

The parties acknowledge that CONTRACTOR is an independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this AGREEMENT. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing between CONTRACTOR and SHERIFF.

### **SECTION XXXI** **NON-DISCLOSURE**

31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of SHERIFF, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this AGREEMENT. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF, that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief. CONTRACTOR shall not disclose, in any manner, either directly or indirectly, any information obtained by CONTRACTOR through its performance of this AGREEMENT and shall have each and every employee, agent, representative, student and volunteer providing services pursuant to this AGREEMENT, sign the confidentiality AGREEMENT attached hereto as Exhibit D.

31.2 Except upon prior written approval of the SHERIFF and except as required by law, CONTRACTOR and its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, applicant/personnel records, applicant/personnel background information, studies, data, or other information provided by, or obtained from the SHERIFF in connection with the services performed under this AGREEMENT, (b) any reports, evaluations, studies, recommendations, data or other information relating to, or made or developed by CONTRACTOR or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such services performed.

31.3 If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

31.4 The parties acknowledge that a breach of the provisions of this Section 31 will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

31.5 The provisions of this Section shall remain in full force and effect and enforceable even after the expiration of this AGREEMENT.

**SECTION XXXII**  
**PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Without written consent of the SHERIFF, CONTRACTOR shall not:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SHERIFF, or the work being performed hereunder, unless CONTRACTOR first obtains the written approval of the SHERIFF; and
- b. CONTRACTOR and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of CONTRACTOR's products, goods or services have been approved or endorsed by the SHERIFF.

**SECTION XXXIII**  
**INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED**  
**HEALTH INFORMATION**

CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, as applicable. Upon request by SHERIFF, CONTRACTOR, shall execute a HIPAA business associate agreement in the form suitable to the SHERIFF and in substantially in the format as the Broward County Form located here (but substituting SHERIFF in place of Broward County within said form: <https://www.broward.org/CommunityPartnerships/Documents/BARC%20BAA%20Qualified%20Service%20agreement%20rev.%209.12.23.pdf>

**SECTION XXXIV**  
**E-VERIFY**

In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Every Contractor shall, upon request, provide evidence of compliance with this provision to the SHERIFF. Failure to comply with this provision is a material breach of an Agreement, and the SHERIFF may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services

and rebidding costs (if necessary).

### **SECTION XXXV** **MISCELLANEOUS**

35.1 CONTRACTOR shall comply with all statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

35.2 In the event either party brings an action against the other to enforce any conditions or covenant of this AGREEMENT, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

35.3 In entering this AGREEMENT, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this AGREEMENT have been completely read and that those terms are fully understood and voluntarily accepted by them.

35.4 The headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of the AGREEMENT. All personal pronouns used in this AGREEMENT shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this AGREEMENT as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this AGREEMENT, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.

35.5 Should a dispute arise between the parties under or relating to this AGREEMENT, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

35.6 All provisions of this AGREEMENT relating to confidentiality, non-disclosure, indemnity and insurance shall survive the expiration or termination of this AGREEMENT.

35.7 It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND SHERIFF HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL**

**LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

35.8 If any term or provision of this AGREEMENT is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the AGREEMENT shall remain in full force and effect.

35.9 The preparation of this AGREEMENT has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

35.10 The parties agree for purposes of this AGREEMENT, the AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" ("pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this AGREEMENT as to the parties and may be used in lieu of the original AGREEMENT for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

**AGREEMENT BY AND BETWEEN GREGORY TONY, SHERIFF OF BROWARD COUNTY, FLORIDA ON BEHALF OF THE BROWARD COUNTY SHERIFF'S OFFICE AND \_\_\_\_\_**

**IN WITNESS**, the parties hereby execute this AGREEMENT on the dates set forth below:

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_  
**EIN#** \_\_\_\_\_, President

**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Colonel Andrew Dunbar, Executive Director  
Department of Human Resources/Communications  
& Technology, Records/Warrants

Approved as to form and legal sufficiency subject to execution by the parties:  
**By:** \_\_\_\_\_

Terrence Lynch, General Counsel/Executive Director  
Office of the General Counsel

SAMPLE

**EXHIBIT A**

**RLI #24023VR-**

**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**  
**(“SOLICITATION”)**

**SAMPLE**

**EXHIBIT B**  
**CONTRACTOR'S Proposal to RLI# 24023VR**

**SAMPLE**

**EXHIBIT C**  
**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The vendor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug

abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

---

(Vendor Signature)

---

(Company Name)

---

(Print Name)

---

(Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

---

(Signature)

---

(Print Name)

My commission expires: \_\_\_\_\_

**EXHIBIT D**  
**CONFIDENTIALITY AGREEMENT**

WHEREAS, the Sheriff of Broward County ("SHERIFF") has entered into an AGREEMENT with \_\_\_\_\_, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF;

WHEREAS, CONTRACTOR has assigned \_\_\_\_\_ ("CONTRACTOR'S Employee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services CONTRACTOR'S Employee may receive confidential information related to the business of the SHERIFF; and

WHEREAS, when performing such work and providing such services CONTRACTOR'S Employee will have access to SHERIFF data, information, memorandum, documents and ideas.

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR'S Employee to perform services and for other good and valuable consideration CONTRACTOR'S Employee agrees as follows:

I. Acknowledgment of Confidentiality. CONTRACTOR'S Employee hereby acknowledges that CONTRACTOR'S Employee may be exposed to confidential information related to applicants and/or employees and/or information related to the business of the SHERIFF including, without limitation, undercover law enforcement personnel information, employee/applicant personal information and contact information, criminal intelligence information, criminal investigative information, personal background information, business information (Human Resource evaluations, practices materials, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, CONTRACTOR'S Employee hereby agrees that during the term of rendering services or performing work and at all times thereafter CONTRACTOR'S Employee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing or as required by law.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this AGREEMENT on the respective dates under each signature. This AGREEMENT is being signed in multiple copies, each fully executed copy to be considered an original.

---

Employee/Contractor Signature

---

Date

**EXHIBIT E**  
**SCRUTINIZED COMPANY CERTIFICATE**

**SCRUTINIZED COMPANY CERTIFICATE**

I, \_\_\_\_\_, representing \_\_\_\_\_ (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind Contractor to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Contractor is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria,.

By: \_\_\_\_\_ 20\_\_\_\_

Signature

Date

Printed Name and Title of Contractor

Federal Employer Identification Number \_\_\_\_-\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**EXHIBIT F****Certification of Compliance with Florida Anti-Human Trafficking Laws**

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the business entity named below or proprietor named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Entity.

---

(Vendor Signature)

---

(Company Name)

---

(Print Name)

---

(Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

---

(Signature)

---

(Print Name)

My commission expires: \_\_\_\_\_

## Question and Answers for Solicitation #24023VR - PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES

### Overall Solicitation Questions

There are no questions associated with this Solicitation.

**EXHIBIT B**  
**CONTRACTOR'S Proposal to RLI# 24023VR**

**EXHIBIT B****Law Enforcement Psychological & Counseling Assoc.**

Bid Contact **Brian Mangan**  
**bmangan@lepcap.com**  
**Ph 305-442-8800**

Address **9960 Northwest 116th Way**  
**Suite 12**  
**Medley, FL 33178**

Supplier Code 242464

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24023VR--01-01	PRE EMPLOYMENT PSYCHOLOGICAL EVALUATION- REGIONAL COMMUNICATION OPERATOR TRAINEE	<b>Supplier Product Code:</b>	<b>First Offer - \$325.00</b>	282 / each	\$91,650.00 Y Y
24023VR--01-02	PRE EMPLOYMENT PSYCHOLOGICAL EVALUATION- OTHERS	<b>Supplier Product Code:</b>	<b>First Offer - \$345.00</b>	432 / each	\$149,040.00 Y Y
					<b>Supplier Total \$240,690.00</b>

**Law Enforcement Psychological & Counseling Assoc.****Item: PRE EMPLOYMENT PSYCHOLOGICAL EVALUATION- REGIONAL COMMUNICATION OPERATOR TRAINEE****Attachments**

Bid Cover Page.pdf

Exhibit - Anti-Human Trafficking Form.pdf

Exhibit - Confidentiality Agreement.pdf

Exhibit 3.1 LEPCAs Proposers Structure.pdf

Exhibit 3.2 Sunbiz Authorization, Tax Forms, Insurance.pdf

Exhibit 3.6.2 - Experience.pdf

Exhibit 3.6.3 - Client List.pdf

Exhibit 3.6.4 Staff Qualifications.pdf

Exhibit 3.6.4.3 - Public Safety Testing Experience.pdf

Exhibit 3.6.4.1 Staff Training.pdf

Exhibit 3.6.4.4 Expertise and Specialization.pdf

Exhibit 3.6.4.5 - Staff Resumes and Certifications.pdf

Exhibit 3.6.4.6 Staffing Plan.pdf

Exhibit 3.7.2.2.5 - Explanation of Test Battery Performed.pdf

Exhibit 3.7.2.2.7 - Impact on Protected Classes.pdf

Exhibit 3.7.3.1 - Guidance Manual.pdf

Exhibit 3.7.3.3- Sample Report and History Questionnaire.pdf

Submittal Document 7.4 Corporate Background and Structure.pdf

Submittal Document 7.5 Corporate Leadership.pdf

Submittal Document 7.6 a Experience Summaries.pdf

Submittal Document 7.6 b Organizational Chart.pdf

Submittal Document 7.6 c Addresses.pdf

Submittal Document 7.6 d Prior Work Experience.pdf

Submittal Document 7.7 Reference Forms.pdf

W-9 LEPCA.pdf

Exhibit 3.7.1 Proposer Requirements for Pre-employment Psychological Evaluation Services.pdf

BSO RLI # 24023VR

LEPCA

1

**Supplier Response Form**  
**Broward Sheriff's Office**  
**2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**Sheriff Gregory Tony**  
[sheriff.org](http://sheriff.org)

**RLI # 24023VR**  
**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

**Venessa Redman**  
**Senior Purchasing Agent**

SUBMITTED BY:

**Law Enforcement Psychological & Counseling Associates, Inc**  
9960 NW 116<sup>th</sup> Way  
Suite 12  
Medley, FL 33178

**DUNS # 026583664**

Contact: Brian Mangan, Psy.D., ABPP  
305-442-8800 ext. 2  
[Bmangan@lePCA.com](mailto:Bmangan@lePCA.com)

## Certification of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Entity.

  
(Vendor Signature)

BRIAN MANGAN  
(Print Name)

LAW ENFORCEMENT Psychological  
(Company Name) COUNSELING ASSOCIATES  
9960 NW 116<sup>th</sup> WAY, SUITE 12  
(Address) MEDLEY, FL 33178

State of FL

County of Miami Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9/12/24 by Brian Mangan, known to me to be the person described herein, or who produced driver's license as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Mayte Aponte  
(Signature)

Mayte Aponte  
(Print Name)

My commission expires: 01/31/26



Mayte Aponte  
Comm.:HH222381  
Expires: Jan. 31, 2026  
Notary Public - State of Florida

BSO RLI # 19035MFW

LEPCA

1

**Confidentiality Agreement****Confidentiality Agreement****RLI # 24023VR****PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with  Law Enforcement Psycholog, an independent contractor, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned  Brian Mangan ("Assignee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services Assignee may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Assignee agrees as follows:

**I. Acknowledgment of Confidentiality.** Assignee hereby acknowledges that

(he / she) may be exposed to confidential information including, without limitation, criminal intelligence information,

*(Circle one of the above)*

criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include:

- (i) Information already known or independently developed by Assignee and/or CONTRACTOR;
- (ii) Information in the public domain through no wrongful act of CONTRACTOR and/or Assignee, or
- (iii) Information received by CONTRACTOR and/or Assignee from a third party who was free to disclose it.

**II. Covenant Not to Disclose.** With respect to the Confidential Information, Assignee hereby agrees that during the term of rendering services or performing work and at all times thereafter Assignee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

**IN WITNESS WHEREOF,** Assignee executes this Confidentiality Agreement on the date set forth below.

**(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR** Brian Mangan 9/15/24

Electronic Signature (Individual's Name)

Date

 Mayte Aponte 9/15/24

Witness

Date

BSO RLI # 240234VR

LEPCA

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### **Exhibit 3.1.1 LEPCA's (Proposer's) Structure**

\*\* Referencing RLI 3.1.1:

Law Enforcement Psychological and Counseling Associates, Inc is currently not negotiating a sale, acquisition or merger, which would alter the structure of the firm as stated in this section.

BSO Solicitation #24023VR

LEPCA

1

## Exhibit 3.2 - Sunbiz Authorization, Tax Forms, and Insurance

**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 656100

**Entity Name:** LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING  
ASSOCIATES, INC.

**FILED**  
Jan 29, 2024  
**Secretary of State**  
**1584305489CC**

**Current Principal Place of Business:**

9960 NW 116TH WAY, SUITE 12  
MIAMI, FL 33178

**Current Mailing Address:**

9960 NW 116TH WAY, SUITE 12  
MIAMI, FL 33178 US

**FEI Number: 59-1978758****Certificate of Status Desired: No****Name and Address of Current Registered Agent:**

MANGAN, BRIAN DR  
9960 NW 116TH WAY, SUITE 12  
MIAMI, FL 33178 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title PRES  
Name MANGAN, BRIAN  
Address 9960 NW 116TH WAY, SUITE 12  
City-State-Zip: MIAMI FL 33178

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 807, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE: BRIAN MANGAN****PRESIDENT****01/29/2024**

Electronic Signature of Signing Officer/Director Detail

Date

**County and Town Business Tax Forms**  
**Insurance Forms**

**Local Business Tax Receipt**

Miami-Dade County, State of Florida  
 -THIS IS NOT A BILL - DO NOT PAY

890047

RECEIPT NO.  
 RENEWAL

890047

**BUSINESS NAME/LOCATION**  
 MANGAN BRIAN PSY D  
 9960 NW 116TH WAY STE 12  
 MEDLEY, FL 33178-1175



**OWNER**  
 MANGAN BRIAN PSY D

**SEC. TYPE OF BUSINESS**  
 212 PROFESSIONAL

2025

LBT

**EXPIRES**  
**SEPTEMBER 30, 2024**

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED**  
 BY TAX COLLECTOR  
 60.00 07/06/2023  
 INT-23-389925

**This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.**

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.  
 For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



**Local Business Tax Receipt**

Miami-Dade County, State of Florida  
 -THIS IS NOT A BILL - DO NOT PAY

305631

RECEIPT NO.  
 RENEWAL

305631

**BUSINESS NAME/LOCATION**  
 LAW ENFORCEMENT  
 PSYCHOLOGICAL AND  
 COUNSELING ASSOCIATES INC  
 9960 NW 116TH WAY STE 12  
 MEDLEY, FL 33178-1175



**OWNER**  
 INC

**SEC. TYPE OF BUSINESS**  
 212 CONSULTANT

LBT

**EXPIRES**  
**SEPTEMBER 30, 2024**

Must be displayed at place of business  
 Pursuant to County Code  
 Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED**  
 BY TAX COLLECTOR  
 60.00 07/06/2023  
 INT-23-389925

**This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.**

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.  
 For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



# Town of Medley

## LOCAL BUSINESS TAX RECEIPT

### BTAX24-1813

**VALID OCT 1, 2023- SEPT 30, 2024**

LAW ENFORCEMENT PSYCHOLOGICAL  
COUNSELING ASSOCIATES INC.  
9960 NW 116TH WAY # 12  
MEDLEY,, FL 33178

BRIAN MANGAN  
9960 NW 116TH WAY # 12  
MEDLEY,, FL 33178

Is hereby issued a Local Business Tax Receipt for the Town of Medley, valid through September 30th of the tax year listed above for the occupation of:  
**PSYCHOLOGICAL PRE-EMPLOYMENT TESTING.**

"Issuance of this Business Tax Receipt (BTR) is not a development or zoning approval. All activities and uses operated pursuant to this BTR shall comply with the Town of Medley Municipal Code, Miami-Dade County Regulations and State Laws."

**Folio No. 22-2032-006-0010**

**RESTRICTIONS:**

NO LIVING ON THE PREMISES.  
NO OUTSIDE STORAGE.  
OFFICE USE ONLY.

***This Local Business Tax Receipt must be exhibited  
conspicuously at your place of business.***

BSO Solicitation #24023VR

LEPCA

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Account Number: FL LAWE 7920

Date: 8/22/24 Initials: QTMHHTTP

**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

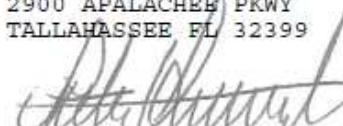
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/LIABILITY	5012-4507	11/01/2024	11/01/2025	2,000,000 4,000,000

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: Defense Reimbursement Proceedings Limit is \$25,000. 3/12 ADDL.INS.BELOW:  
 CITY OF MIAMI POLICE MIAMI-DADE COUNTY STATE OF FLORIDA  
 DEPARTMENT METRO POLICE DEPARTMENT FLORIDA HIGHWAY PATROL  
 400 NW 2ND AVE 111 NW 1ST ST, STE 2340 2900 APALACHEE PKWY  
 MIAMI FL 33128 MIAMI FL 33128 TALLAHASSEE FL 32399

This Certificate Issued to:

Name: The Broward Sheriff's Office  
 2601 West Broward Blvd  
 Address: Fort Lauderdale, FL 33312

  
 Authorized Representative

APA 00138 00 (06/2014)



BSO RLI # 24023VR

LEPCA

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**Exhibit 3.6.2 - Experience**

Supplier Response Form  
**Broward Sheriff's Office**  
**2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**Sheriff Gregory Tony**  
[sheriff.org](http://sheriff.org)

**RLI # 24023VR**  
**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

**Venessa Redman**  
**Senior Purchasing Agent**

SUBMITTED BY:

**Law Enforcement Psychological & Counseling Associates, Inc**  
9960 NW 116<sup>th</sup> Way  
Suite 12  
Medley, FL 33178

**DUNS # 026583664**

Contact: Brian Mangan, Psy.D., ABPP  
305-442-8800 ext. 2  
[Bmangan@lePCA.com](mailto:Bmangan@lePCA.com)

**LAW ENFORCEMENT PSYCHOLOGICAL & COUNSELING ASSOCIATES, INC**  
**EXECUTIVE SUMMARY**

**Law Enforcement Psychological and Counseling Associates, Inc. (LEPCA)** is a well-established consultation firm that provides comprehensive services exclusively to law enforcement agencies primarily in the South Florida area. The firm was created in 1977 to effectively address the often unique and complex issues facing psychologists who undertake the role of a public safety psychological consultant. Dr. Brian Mangan serves as the President and Senior Psychologist of LEPCA, with Dr. Mark Axelberd, the founder of the firm, still serving as an active consultant. Since the South Florida region is multi-ethnic in composition, the firm further understood the importance of cultural sensitivity and making certain that LEPCA's services would be accepted and utilized by the diverse cultural groups found in public safety work. One way to achieve this goal was to include mental health professionals from varied ethnic backgrounds in all areas of the firm's consultation work and this philosophy remains today. In 2006, the Miami-Dade Police Department with our assistance conducted extensive research for a five and thirteen-year period to determine whether our screening evaluations resulted in any adverse impact by race, sex or ethnic group. The results found that "no adverse impact exists." To our knowledge, this study was one of the most exhaustive of its kind.

In 2009, LEPCA also completed a "green initiative" and made extensive investments to achieve a near paperless and seamless psychological screening process both for our internal office and user agencies as well. The project design utilized extensive input from numerous public safety agencies to better serve their specific needs. Our new system allows agencies to independently schedule applicants, access and/or download final applicant reports online 24 to 48-hours after completion of testing, safely store applicant files electronically, receive or review ancillary screening materials online, produce statistical reports quickly, and provide applicants important information on our website. We believe this achievement is one of the first of its kind in the entire nation and has proved to be well worth the effort extended. Importantly, this service is fully encrypted, protected with secure username and password, and all HIPAA requirements are adhered to regarding electronic storage.

In summation, LEPCA has been intricately involved in every facet of law enforcement and public safety consultation. In particular, the firm is very well known for its expertise in pre-employment psychological screening of public safety personnel, including police officer/deputy sheriff, correctional officer/detention deputy, communications operator/dispatcher, public/community service aide, child investigative specialists, armed safe school officers, and many other non-sworn public safety positions. LEPCA's evaluation process has often served as a model for numerous psychologists entering this specialized field. We have conducted approximately 90,000 evaluations for over 70 public safety agencies over the past nearly forty years and carried out extensive research in the area of public safety evaluation. Our screening system strictly adheres to laws governed by the EEOC, including the Americans with Disabilities Act (ADA) and Genetic Information Nondiscrimination Act (GINA). Moreover, our system meets and exceeds the guidelines set forth by the International Association of Chiefs of Police (IACP), COPPS

organization, California Post Commission, and the Commission on Accreditation for Law Enforcement Agencies (CALEA). To our knowledge, no agency using our screening services has ever had difficulties becoming or maintaining CALEA certification. In addition, many public safety agencies around the United States and internationally, both formally and informally, have requested our input to implement or improve their selection procedures and design, including Mexico and the U.S. Virgin Islands.

LEPCA staff remain active with international and national police and public safety psychology associations. Drs. Mangan, Maria Galmarini, and Axelberd are Board Certified in Police and Public Safety Psychology by the American Board of Professional Psychology. Drs. Mangan and Galmarini currently serve as a Specialty Board Officers with the American Board of Police and Public Safety Psychology (ABPPSP), with Dr. Mangan serving in the role of President of ABPPSP and Dr. Galmarini serving in role of Mentorship Coordinator and Early Career Psychologist Representative. Dr. Galmarini also serves on the Board of the American Academy of Police and Public Safety Psychology, which serves as the education and training component to ABPPSP.

Drs. Mangan, Galmarini, and Vanessa Perez are active Associate Members with IACP. Dr. Mangan previously served on the Executive Board of the IACP Police Psychological Services Section (2015-2020) and Ethics Consultation Committee; Dr. Galmarini recently completed a three-year term on the section's Diversity Committee and Education Committee, serving as the Chair of the Diversity Committee (2022); and Dr. Perez recently completed a three-year term on the section's Education Committee. Each of these psychologists has also served on an IACP Guidelines Revision Committee for Psychological Fitness for Duty Evaluations and Officer Involved Shootings during the past two rounds of revisions, and LEPCA staff are very familiar with the Pre-Employment Psychological Evaluation Guidelines, casting votes during the past three Guideline Revisions processes. Furthermore,

Beyond providing pre-employment screenings and other consultations for almost every public safety agency in Miami-Dade and Broward Counties, and many agencies Palm Beach County, our expertise has been utilized by non-local entities as well. For example, we conduct pre-employment screenings for state agencies, including the Florida Highway Patrol and Florida Fish and Wildlife Commission, and have performed other sensitive evaluations as requested by U.S. Virgin Islands Police Force and United States Federal Agencies including the F.B.I., U.S. Secret Service, U.S. Customs, D.E.A., NOAA, and the Transportation Security Agency. In addition, we have been instrumental in developing public safety fitness standards and guidelines not only for pre-employment screenings but also for Fitness for Duty Evaluations (FFDE). Our firm has been a pioneer in introducing and conducting FFDEs, which typically are very arduous and can frequently result in expensive litigation if not done correctly. Dr. Axelberd and Dr. Mangan have been called upon many times by various national agencies, including public and federal, to conduct extremely important and complicated fitness evaluations.

LEPCA has also been a local and national leader in creating innovative and effective specialized counseling, critical incident debriefings and training programs for sworn and non-sworn public

safety employees and their family members. Members of the firm have provided thousands of hours of treatment and training to those in the South Florida public safety community for over thirty-five years. Indeed, many of the now commonly accepted psychological service practices for local and statewide public safety agencies were originally designed and promoted by members of our firm.

Most importantly, we have always been known for our constant availability, ease of accessibility, and practical approaches to achieving the highest quality services to our clients. We take great pride in our work and never forget the critical nature of the services we provide. We value the trust placed in us by our law enforcement clients and LEPCA will always strive to be deserving of the respect and opportunity given to us by the law enforcement and public safety community.

Law Enforcement Psychological & Counseling Associates, Inc (LEPCA) has not been involved in any litigation, complaints, or challenges and there is no pending litigation, complaints, or challenges arising out of LEPCA's performance of services.

\*\* Referencing RLI 3.1.1: LEPCA is currently not negotiating a sale, acquisition or merger, which would alter the structure of the firm as stated in this section

### Practicalities of Screening Services Provided to Client Agencies

It is the intent of Law Enforcement Psychological & Counseling Associates, Inc to provide our client agencies with state-of-the-art psychological services including pre-employment psychological evaluations. Our entire office and screening system have been designed to meet the needs of our Public Safety Agency clients. Any agency that uses our services knows the effort we make to accommodate the unique needs of our law enforcement clients. For example, we developed a comprehensive website that allows agencies to independently schedule applicants at any time up to the morning of testing and download final applicant reports within 48-hours from completion of evaluation. Client agencies have independent and secure user access to the scheduling feature on our website and will also use this secure platform to access evaluation documents including an applicant's Personal History Questionnaire and final evaluation report. We also have an "applicant's section" on our general website, which does not have access to secure agency information, but provides helpful preliminary information to applicants who are about to undergo the evaluation. We welcome any potential user of our services to look over the website located at [www.lepca.com](http://www.lepca.com)

1. Testing is conducted at our centrally located office at 9960 NW 116 Way, Suite 12, Medley, 33178. In order to provide a more convenient office location for the many agencies that we work with in both Broward and Palm Beach Counties, we believe that we have an excellent location close to three major roadways and near the Miami-Dade/Broward County line. This office is conveniently located within a mile from the Florida Turnpike, Palmetto Expressway, and Interstate 75. There is ample free parking

for applicants. Our office facility is approximately 3,200 sq. ft. and is specifically designed for screening and other public safety services. We have a very large testing room with private individual test booths for each applicant.

Additionally, as of the time of submitting this proposal, LEPCA is in the process of obtaining a Broward County business license to open an office close to the 595/Nob Hill intersection, which we hope to accomplish by early 2025.

- **REMOTE / TELEHEALTH EVALUATIONS:** In addition, our office is fully capable of performing remote/virtual pre-employment psychological evaluations and interviews, as well as psychological fitness for duty evaluations. Due to scheduling and hiring challenges, remote evaluations allow for tremendous flexibility when managing agency needs with in-person/office limitations. This allows for great flexibility with out-of-area agencies and applicants who may not be able to immediately travel for in-person appointments. LEPCA staff will proctor the remote evaluations and we utilize secure, password protected, and HIPAA compliant platforms. All consent forms are digitized and sent to the candidate in advance of the remote/virtual evaluation, along with clear instructions about the process. LEPCA staff are present and available throughout the remote/virtual evaluation to observe candidates and respond to any inquiries or issues.
- 2. For convenience, an agency can schedule their applicants on our website without contacting our office. We ask that scheduling appointments is done at least 24 hours in advance of the appointment day.
  - For remote/virtual testing, please submit the candidate's email and telephone number to the office manager in advance of the appointment date so we can send the candidate instructions, remote link, and consent forms prior to appointment.
- 3. In person/office pre-employment psychological screening is conducted Monday-Friday beginning at 9:30 a.m.
  - **Remote/Virtual testing is conducted M/W/F beginning at 10:00 a.m.**
- 4. All personality instruments are immediately scored at our office as each applicant finishes their individual tests.
- 5. Concise and job-related final written reports and a related background questionnaire are generated on each applicant and posted for review and/or downloading on our website within 72 hours of completion of testing. However, verbal feedback or a final report can be provided within a 24-hours of testing on special request.

6. Our firm is extremely familiar with and conforms to the Americans with Disabilities Act (ADA), Equal Employment Opportunity Commission (EEOC), and Genetic Information Nondiscrimination Act (GINA.) No legal complaint or litigation alleging discrimination has ever been filed against our firm.
7. Our screening system meets or exceeds all the recommendations and guidelines of the following organizations: International Association of Chiefs of Police, CALEA, Council of Police Psychologists, National Institute of Justice, and California POST Commission.

Exhibits 3.7.2.1 and 3.7.2.2.5 will provide a summation and outline of our screening system, testing, procedures, and report delivery. We have every confidence that our screenings provide relevant applicant information and accurate final ratings, which can make an important contribution to the agency's final selection decisions.

**Exhibit 3.6.3 - Client List**

Customer	Most Recent Contact	Phone	Street2	City	State	Zip	Email
Aventura Police Department	Chief Bryan Pegues	305-466-8989	19200 W. Country Club Dr.	Aventura	FL	33180	<a href="mailto:bpegues@aventurapolice.com">bpegues@aventurapolice.com</a>
Bal Harbour Police Department	Chief Raleigh Flowers	305-993-7402	655 96th St.	Bal Harbour	FL	33154	<a href="mailto:rflowers@balharbourfl.gov">rflowers@balharbourfl.gov</a>
Bay Harbor Police Department	Chief Sean Hemingway	305-866-6242	9665 Bay Harbor Terrace	Bay Harbor Island	FL	33154	<a href="mailto:johnson@bayharborislands.net">johnson@bayharborislands.net</a>
Biscayne Park Police Department	Chief Luis Cabrera	305-981-4015	640 N.E. 114th Ave.	Biscayne Park	FL	33161	
Boca Raton Police Department	Kennie Wells, MS, PHR, SHRM	561-393-7998	201 W. Palmetto Park Rd	Boca Raton	FL	33432	<a href="mailto:kwells@myboca.us">kwells@myboca.us</a>
Boynton Beach Police Department	Janet Wooten	561-742-6180	2100 High Ridge Road	Boynton Beach	FL	33426	
Broward County Schools SIU	Chief Craig Kowalski	754-321-0725	7720 W. Oakland Park Blvd	Sunrise	FL	33351	<a href="mailto:craig.kowalski@browardschools.com">craig.kowalski@browardschools.com</a>
Broward County Schools Guardian Program	Lt. Caridad Vesco	954-931-0681					<a href="mailto:caridad.vesco@browardschools.com">caridad.vesco@browardschools.com</a>
Broward Sheriff's Office	Jodi Farrell-Canizaro	954-321-4685	2601 W. Broward Blvd.	Ft. Lauderdale	FL	33126	<a href="mailto:jodi.farrell-canizaro@sheriff.org">jodi.farrell-canizaro@sheriff.org</a>
Coconut Creek Police Department	Chief Albert Arenal	954-973-6700	4800 Copans Rd.	Coconut Creek	FL	33063	<a href="mailto:arenal@coconutcreek.net">arenal@coconutcreek.net</a>
Coral Gables Police Department	Chief Ed Hudak	305-442-1800	2801 Salzedo St.	Coral Gables	FL	33134	<a href="mailto:ehudak@coralgables.com">ehudak@coralgables.com</a>
Coral Springs Police Department	Deputy Chief Brad Mock	954-346-1778	2801 Coral Springs Drive	Coral Springs	FL	33065	<a href="mailto:bmock@coralsprings.org">bmock@coralsprings.org</a>
Davie Police Department	Chief Steve Kinsey	954-693-8200	1230 S Nob Hill Rd	Davie	FL	33324	<a href="mailto:skinsey@davie-fl.gov">skinsey@davie-fl.gov</a>
Davie Fire Department	Chief Julie Downey	954-797-1213	6901 Orange Drive	Davie	FL	33314	<a href="mailto:firechief@davie-fl.gov">firechief@davie-fl.gov</a>
Dep. of Agriculture & Consumer Serv.	Virginia Booth	850-245-1318	2005 Apalachee Parkway, Ste. 222	Tallahassee	FL	32301	<a href="mailto:virginia.booth@freshfromflorida.com">virginia.booth@freshfromflorida.com</a>
Department of Financial Services	Jackie Pittman	850-413-4062	Division of Fraud	Tallahassee	FL	32399	n/a
Department of Transportation	Emily Murphy	850-414-4100	325 John Knox Rd., Woodcrest Off. P	Tallahassee	FL	32303	n/a
Division of Alcoholic Beverages & Tobacco	Mimi Garcia	850-413-0060	Bureau of Law Enforcement	Tallahassee	FL	32398	<a href="mailto:mimi.garcia@myfloridalicense.com">mimi.garcia@myfloridalicense.com</a>
Doral Police Department	Rita Garcia	305-593-6699	6100 NW 99th Avenue	Doral	FL	33166	<a href="mailto:rita.garcia@cityofdoral.com">rita.garcia@cityofdoral.com</a>
El Portal Police Department	Chief David Magnusson	305-795-7880	500 NE 87th Street	El Portal	FL	33138	
Fish and Wildlife Commission	Major Post	850-558-4088	75 College Drive, Suite 102	Havana	FL	32333	
FIU Police Department	Chief Alexander D. Casas	305-348-2997	Investigations Unit	Miami	FL	33199	<a href="mailto:adcasas@fiu.edu">adcasas@fiu.edu</a>
Florida City Police Department	Chief Pedro Taylor	786-255-1414	404 W. Palm Dr.	Florida City	FL	33034	<a href="mailto:ptaylor@floridacityfl.gov">ptaylor@floridacityfl.gov</a>
Florida Highway Patrol	Captain Hugh Cutchen	850-617-2311	2900 Apalachee Pkwy., BG 1, Room	Tallahassee	FL	32399	<a href="mailto:HughCutchen@flhsmv.gov">HughCutchen@flhsmv.gov</a>
Florida Highway Patrol (Auxiliary)	Regina Smith	850-617-2374	2900 Apalachee Parkway, MS-45	Tallahassee	FL	32399	<a href="mailto:reginasmith@flhsmv.gov">reginasmith@flhsmv.gov</a>
Fort Lauderdale Police Department	Chief William Schultz	954-828-5700	1300 W Broward Blvd	Fort Lauderdale	FL	33312	<a href="mailto:wschultz@fortlauderdale.gov">wschultz@fortlauderdale.gov</a>
Golden Beach Police Department	Chief Rudy Herbello	305-936-2444	1 Golden Beach Drive	Golden Beach	FL	33160	<a href="mailto:rherbello@goldenbeach.us">rherbello@goldenbeach.us</a>
Hallandale Beach Police Department	Inv. Barbara Ricano	954-457-3008	400 S. Federal Highway	Hallandale Beach	FL	33009	<a href="mailto:BRicano@cohb.org">BRicano@cohb.org</a>
Hallandale Beach Fire Department	Lisa McCarty	954-457-1470	121 SW 3rd Street	Hallandale Beach	FL	33009	
Hialeah Fire Department EAP	Chief Patrick Flynn	305-883-6900	83 E 5th Street	Hialeah	FL	33010	
Hialeah Police Department	Chief George Fuente	305-953-5343	5555 E. 8th Avenue	Hialeah	FL	33013	<a href="mailto:gfuente@hialeahfl.gov">gfuente@hialeahfl.gov</a>
Hialeah EAP	Elsa Jaramillo		501 Palm Ave.	Hialeah	FL	33010	n/a
Hialeah Gardens Police Department	Chief Luis Diaz	305-558-3333	10301 N.W. 87th Ave.	Hialeah Gardens	FL	33016	<a href="mailto:ldiaz@hggd.org">ldiaz@hggd.org</a>
Hollywood Police Department	Chief Jeff Devlin	954-967-4357	3250 Hollywood Blvd.	Hollywood	FL	33021	<a href="mailto:jdevlin@hollywoodfl.org">jdevlin@hollywoodfl.org</a>
Homestead Police Department	Chief Al Rolle	305-247-1535	790 N. Homestead Blvd.	Homestead	FL	33030	<a href="mailto:arolle@homesteadpolice.com">arolle@homesteadpolice.com</a>
Key Biscayne Police Department	Chief Frank Sousa	305-365-5555	85 W. McIntyre St.	Key Biscayne	FL	33149	<a href="mailto:fsousa@kbpd.net">fsousa@kbpd.net</a>

LEPCA Agency Client 1

Lauderhill Police Department	Chief Constance Stanley	954-777-2051	5581 W Oakland Park Blvd	Lauderhill	FL	33313	<a href="mailto:cstanley@lauderhill-fl.gov">cstanley@lauderhill-fl.gov</a>
Lauderhill Fire Rescue	Chief Rob Torres	954-730-2950	1980 NW 56 Avenue	Lauderhill	FL	33313	<a href="mailto:rbtories@lauderhill-fl.gov">rbtories@lauderhill-fl.gov</a>
Margate Police Department	Chief Jonathan Shaw	954-972-7111	5790 Margate Blvd	Margate	FL	33063	<a href="mailto:jshaw@margatefl.com">jshaw@margatefl.com</a>
Medley Police Department	Chief Jeanette Said	305-883-2047	7331 NW 74TH st.	Medley	FL	33168	<a href="mailto:jsaid@medleypd.com">jsaid@medleypd.com</a>
Miami Beach Police Department	Chief Wayne Jones	305-673-7776	1100 Washington Ave.	Miami Beach	FL	33139	<a href="mailto:Wayne.Jones@miamibeachfl.gov">Wayne.Jones@miamibeachfl.gov</a>
Miami Dade Corrections and Rehabilitation	Commander John Prats	305-542-2082	2525 NW 62 Ave., 2nd FL, Martin Luther King Jr. Bldg.	Miami	FL	33147	<a href="mailto:john.prats@miamidade.gov">john.prats@miamidade.gov</a>
Miami Gardens Police Department	Chief Delma Noel-Pratt	305-622-8022	1515 NW 167 Ave., Bldg. 5, Ste. 200	Miami Gardens	FL	33169	<a href="mailto:Delma.noelpratt@mgedfl.org">Delma.noelpratt@mgedfl.org</a>
Miami Police Academy	Constant Rosemond	305-603-6624	400 N.W. 2nd Ave.	Miami	FL	33128	
Miami Police Department	Ast. Chief Armando Aguilar Jr.	305-603-6640	400 N.W. 2nd Ave.	Miami	FL	33128	<a href="mailto:0056@miami-police.org">0056@miami-police.org</a>
Miami Shores Police Department	Lt. David McLeod	305-759-2468	9990 N.E. 2nd Ave.	Miami Shores	FL	33138	<a href="mailto:Kevin.Lystad@mspd.org">Kevin.Lystad@mspd.org</a>
Miami Springs	Chief Armando Guzman	305-805-5100	201 Westward Dr.	Miami Springs	FL	33166	<a href="mailto:aguzman@mspd.us">aguzman@mspd.us</a>
Miami-Dade Fire Rescue	Maria Jose, Manager	786-331-4902	9300 NW 41 Street	Miami	FL	33178	<a href="mailto:maria.jose@miamidade.gov">maria.jose@miamidade.gov</a>
Miami-Dade Police Department	Chief Tiffany Wesley	305-471-3403	9105 N.W. 25th St.	Miami	FL	33172	<a href="mailto:twesley@mddpd.com">twesley@mddpd.com</a>
Miami-Dade Public Safety Training Institute	Lt. Pamillia Johnson	305-715-5000	9601 NW 58th St.	Doral	FL	33178	
Miami Dade School Guardian Program	Lieutenant Pamillia Johnson	305-715-5000	9601 NW 58th St.	Miami	FL	33178	<a href="mailto:pjohnson@mddod.com">pjohnson@mddod.com</a>
Miami-Dade Schools Police	Chief Edwin Lopez	786-256-0880	750 N.W. 20th St., Room E-414	Miami	FL	33127	
Miccosukee Police Department	Det. Omar Fernandez	305-223-1600	P.O. Box 440021	Miami	FL	33144	
Miramar Police Department	Chief Delrish Moss	954-602-4000	3064 N. Commerce Pkwy	Miramar	FL	33025	<a href="mailto:DMoss@miramarpd.org">DMoss@miramarpd.org</a>
Monroe County Sheriff's Office	Sheriff Rick Ramsay	305-292-7000	5525 College Road	Key West	FL	33040	<a href="mailto:r.ramsay@keyso.net">r.ramsay@keyso.net</a>
North Miami Beach Police Department	Chief Harvette Smith	305-948-2929 / 786-299-1392	16901 N.E. 19th Ave.	North Miami Beach	FL	33162	<a href="mailto:Harvette.Smith@nmbpd.com">Harvette.Smith@nmbpd.com</a>
North Miami Police Department	Chief Cherise Gause	305-891-0294	700 N.E. 124th St.	North Miami	FL	33161	<a href="mailto:cgause@northmiamipolice.com">cgause@northmiamipolice.com</a>
Office of the Attorney General	Tiffany Lane	850-414-3895	PL-01, The Capitol	Tallahassee	FL	32399	n/a
Office of the Attorney General Cyber Unit	Cathy Costley		Predator Cyber Crime Unit	Jacksonville	FL	32207	n/a
Opa-Locka Police Department	Cpl. Mohan Britton	305-681-1033	2495 Alibaba Ave.	Opa-Locka	FL	33054	<a href="mailto:mbritton@opalockapd.com">mbritton@opalockapd.com</a>
Palm Beach Sheriff's Office	Chief Deputy Michael E. Gaunder	561-688-3061	3228 Gun Club Road	West Palm Beach	FL	33406	
Pembroke Pines Police Department	Chief Jose Vargas	954-431-2466	9500 Pines Blvd	Pembroke Pines	FL	33024	<a href="mailto:jvargas@ppines.com">jvargas@ppines.com</a>
South Miami Police Department	Chief Rene Landa	305-663-6301	6130 Sunset Dr.	South Miami	FL	33143	<a href="mailto:rlanda@southmiamipd.gov">rlanda@southmiamipd.gov</a>
Sunny Isles Beach Police Department	Chief Dwight Snyder	305-947-4440	18070 Collins Ave., 2nd Floor	Sunny Isles	FL	33160	<a href="mailto:dsnyder@sibpd.net">dsnyder@sibpd.net</a>
Sunrise Police Department	Chief Anthony Rosa	954-764-4357	10440 West Oakland Park Boulevard	Sunrise	FL	33351	<a href="mailto:sunrisepolicechief@sunrisefl.gov">sunrisepolicechief@sunrisefl.gov</a>
Surfside Police Department	Chief Julio Yero	305-861-4862	9293 Harding Ave.	Surfside	FL	33154	
Sweetwater Police Department	Chief Placido Diaz	305-552-9900	500 S.W. 109 Ave.	Miami	FL	33174	<a href="mailto:pdiaz@cityofsweetwater.fl.gov">pdiaz@cityofsweetwater.fl.gov</a>
Town of Palm Beach	Chief Nicholas Caristo	561-227-6323	P.O. Box 2029	Palm Beach	FL	33480	<a href="mailto:NCaristo@townofpalmbeach.com">NCaristo@townofpalmbeach.com</a>
University of Miami Public Safety Dept.	Chief David Rivero	305-284-1541	5665 Ponce de Leon Blvd.	Coral Gables	FL	33124	<a href="mailto:drivero@miami.edu">drivero@miami.edu</a>
Village of Pinecrest Police Department	Mayra Sauleda	305-234-2121	12645 Pinecrest Parkway	Pinecrest	FL	33156	<a href="mailto:ceballos@pinecrest-fl.gov">ceballos@pinecrest-fl.gov</a>
Virginia Gardens Police Department	Chief Raymond Hernandez	305-871-3141	6498 N.W. 38th Ter.	Virginia Gardens	FL	33166	<a href="mailto:r.hernandez@vgpd.com">r.hernandez@vgpd.com</a>
West Miami Police Department	Chief Nelson Andreu	305-266-0530	901 S.W. 62nd Ave.	West Miami	FL	33144	<a href="mailto:ChiefAndreu@westmiamipolice.org">ChiefAndreu@westmiamipolice.org</a>
West Palm Beach Police and Fire	Shannon DeBrincat	561-494-1023	401 Clematis Street	West Palm Beach	FL	33401	<a href="mailto:SDeBrincat@wpbf.org">SDeBrincat@wpbf.org</a>
Wilton Manors Police Department	Dio Sanchez	954-390-2126	2020 Wilton Drive	Wilton Manors	FL	33305	<a href="mailto:dsanchez@wiltonmanors.com">dsanchez@wiltonmanors.com</a>

**EXHIBIT 3.6.4 - Staff Qualifications, Licenses, and Certificates****Staff Biographies and Qualifications**

The following staff biographies are intended to summarize the overall experience in the field of psychology, with particular focus on psychological assessment, pre-employment screening, and the services provided to police and public safety. Professional associations related to the profession of psychology and the specialty of police and public safety psychology are included in the biographies. Law Enforcement Psychological & Counseling Associates (LEPCA) has conducted approximately 90,000 evaluations for over 70 public safety agencies and carried out extensive research in this area. Agencies that historically send similar amounts of applicants or more per year to LEPCA include Florida Highway Patrol, City of Miami Police Department, Miami-Dade Schools Police Department, Hollywood Police Department, and Miami-Dade County agencies including Police, Corrections, and Fire Rescue. Moreover, for the past fifteen years we have managed this volume for Broward Sheriff's Office as well.

**\*\* PROFESSIONAL LICENSES AND DEGREE CERTIFICATES INCLUDED IN EXHIBIT****Brian L. Mangan, Psy.D., ABPP**

Board Certified in Police & Public Safety Psychology  
American Board of Professional Psychology: #7661 (2014)  
Florida Licensed Psychologist: # PY7198 (2005)  
Maine Licensed Psychologist: # PS2210 (2021)  
National Provider Identifier: #1932724986 (2020)  
National Register ID: #57414 (2020)  
President, LEPCA

Dr. Brian Mangan received his Doctor of Psychology in Clinical Psychology from The George Washington University in Washington, D.C. with distinction in 2003, specializing in the areas of adult therapy and assessment. He pursued his pre-doctoral internship at South Florida State Hospital, where he developed skills in dealing with a forensic population. Shortly after, he completed his post-doctoral residency with Citrus Health Network, conducting evaluations for the Juvenile Evaluation and Treatment Services program in the Miami-Dade Juvenile Justice system. After getting licensed near the end of 2005, he became a staff psychologist with Law Enforcement Psychological & Counseling Associates (LEPCA.) Since that time, he received daily mentoring from Dr. Mark Axelberd and rose to the levels of Senior Psychologist and Managing Partner. In 2011, Dr. Mangan took over the daily operations of LEPCA and currently serves as President of the firm. In 2014, Dr. Mangan was awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction currently shared by approximately 80 professionals nationwide.

Dr. Mangan is an active member of the International Association of the Chiefs of Police- Police Psychological Services Section (IACP-PPSS), previously serving on the Executive Board (2015-2020) and Chair of the Section (2019). In addition, he served as a member of the Ethics Consultation Committee (2014-2016), and previously served as a member of the Officer Involved Shooting Guidelines Revision Committee (2013) and the Psychological Fitness for Duty Evaluation Guidelines Revision Committee (2013.) Dr. Mangan also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of President and previously as the National Chair of Examinations (2022-2023) and Oral Examination Coordinator (2021-2022). He is a member of the American Psychological Association, Division 18 Psychologists in Public Service, previously serving as the Secretary/Treasurer of the Police and Public Safety Section. Dr. Mangan is a member of the Florida Psychological Association, Society for Police and Criminal Psychology, and the Consortium of Police Psychological Services (COPPS.) He served as the Chair of COPPS in 2008 and 2013, hosting the annual conferences attended by many public safety professionals from the Southeast region of the United States discussing emerging issues related to evaluation, intervention, ethics, and legislation current in police psychology.

Dr. Mangan has presented on numerous occasions at national and international conferences, including International Association of Chiefs of Police and Florida Police Chiefs Association, as well as local presentations and trainings with Broward County Chiefs of Police Association, Broward College Public Safety Training Institute, Palm Beach College Public Safety Institute, and Miami-Dade Institute of Public Safety. Dr. Mangan also authored a chapter on performing psychological evaluations in public safety settings in the book *First Responder Mental Health: A Clinician's Guide* (2023).

Currently, Dr. Mangan serves as the President of Law Enforcement Psychological and Counseling Associates (LEPCA) in Medley, Florida. He started with LEPCA in January 2006 and was directed by Dr. Mark Axelberd in advanced training on public safety and law enforcement psychology related issues. His primary duty involves consultation with command staff on law enforcement related issues concerning both community and organizational objectives. On a daily basis, Dr. Mangan conducts numerous pre-employment screening interviews, interprets standardized test profiles, and consults with background investigators and law enforcement personnel regarding evaluation results. Moreover, he reviews all pre-employment evaluation files and approves the final report sent to an agency on each applicant. To this date, Dr. Mangan has performed nearly 30,000 screenings and reviewed over 50,000 evaluation files with approval for final report. Additional duties include psychological screening for specialized unit placement (Hostage Negotiator, SWAT, etc.), mental health counseling with public safety personnel from area agencies, coordinating the Officer Assistance Program with the City of Miami, Coral Gables, and Hialeah Police Departments, psychological fitness for duty evaluations, wellness visits, critical incident stress debriefings, and conducting trainings with various departments in the Florida regarding front line supervision, stress management, peer support, wellness, resiliency, and crisis intervention.

Since joining LEPCA, Dr. Mangan has also been instrumental in all research activities related to pre-employment psychological screening, including performance of combat veterans and veteran police officers on testing. For example, he conducted an extensive performance review of recruits in the Miami-Dade Police Department (MDPD) public safety academy. The research yielded very positive results and identified specific scores on the pre-employment evaluation that were correlated to successful completion of the academy. Additionally, Dr. Mangan recently completed research on "Successful vs. Unsuccessful" candidates in the Miami-Dade County Corrections training program, utilizing the pre-screening evaluations as a guide indicate potential risk in future screenings. Along with Dr. Mark Axelberd, Dr. Mangan was involved in the development of the Public Safety Suitability Inventory (PSSI), which is an objective standardized test used in the pre-employment screening of public safety candidates, and also participated in research on the performance of combat veterans on the pre-employment psychological evaluation.

Dr. Mangan previously served as Assistant Professor and Forensic Coordinator at Carlos Albizu University. As the coordinator, he monitored a program designed to train students to deliver psychological services, including psycho-diagnostic assessment, case law, legal standards, and expert testimony within the judicial and correctional systems. Additionally, he worked closely with the Miami-Dade Juvenile Courts, providing comprehensive evaluations and treatment recommendations for at-risk youths for a period of one year after completing his post-doctoral commitment.

**Maria Galmarini, Psy.D., ABPP**

Board Certified in Police & Public Safety Psychology

American Board of Professional Psychology

Florida Licensed Psychologist: # PY9608 (2016)

National Provider Identifier: # 1376099770

National Register ID: # 151395

Dr. Maria Galmarini received her Bachelor of Science in Psychology from Boston University in 2008. She completed her Master of Science degrees in Mental Health Counseling and Clinical Psychology, as well as her Doctorate degree in Clinical Psychology from Nova Southeastern University. In 2020, Dr. Galmarini was awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction currently shared by approximately 80 professionals nationwide. Dr. Galmarini has worked with diverse clients in inpatient, outpatient, and correctional settings. Her broad clinical and evaluation experience in the diverse area of South Florida has afforded Dr. Galmarini an opportunity to learn about and integrate cultural awareness in her work. She is bilingual and has experience performing evaluations and providing individual, couples, and family therapy in English and Spanish.

Dr. Galmarini completed both her pre-doctoral internship and post-doctoral training at South Florida State Hospital. During her time at South Florida State Hospital, Dr. Galmarini provided individual therapy, group therapy, psychological testing, forensic evaluation, and

neuropsychological evaluations. Most of Dr. Galmarini's post-doctoral training specialized in the area of forensics. She performed risk assessments and competency evaluations while also serving as an expert witness in criminal court and re-commitment hearings. Although the focus of her training was on individual patient care, Dr. Galmarini was also a part of a hospital initiative to reduce stress and burnout among staff and support personnel. She assisted in planning and organizing presentations to help staff develop self-care skills, and positive coping strategies to deal with personal and work-related stressors.

Dr. Galmarini first gained experience in the field of police psychology in 2013, completing a clinical externship at Miami-Dade Police Department's Psychological Services. She provided individual, couples, and family therapy to sworn officers, civilian support personnel, and their families. Dr. Galmarini joined Law Enforcement Psychological and Counseling Associates, Inc (LEPCA) in August of 2015. She currently provides individual, couples, and family therapy to law enforcement and support staff through the employee assistance programs of the City of Miami, City of Coral Gables, and City of Hialeah Police Departments, as well as the City of Hialeah Fire Department. Additionally, Dr. Galmarini conducts pre-employment psychological screenings, fitness for duty evaluations, and critical incident stress debriefings. She has completed nearly three thousand pre-employment psychological evaluations since joining LEPCA. In addition to her work in police and public safety, Dr. Galmarini currently serves as a forensic evaluator for the 11<sup>th</sup> Judicial Circuit of Miami-Dade County, conducting competency evaluations and providing expert witness testimony in criminal court.

Dr. Galmarini is an active Associate Member Associate Member of the International Association of Chiefs of Police (IACP)- Police Psychological Services Section, serving on the section's Diversity Committee (2019-2022), as the Chair of the Diversity Committee in 2022, Annual Conference Education Committee (2019-2022), and previously serving on the Officer Involved Shooting Guidelines Revisions Committee in 2018. Dr. Galmarini also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of Mentorship Coordinator & Early Career Psychologist Representative. She is also a member of the American Psychological Association-Psychologist in Public Service Division and the Society for Police and Criminal Psychology.

### **Vanessa Perez, Psy.D.**

Florida Licensed Psychologist: # PY9516 (2015)

Dr. Vanessa Perez was born and raised in Miami, FL. She received her Bachelor of Science in Psychology from Florida International University in 2002 and received her Master of Science in Mental Health Counseling in 2005 from Nova Southeastern University. Dr. Perez completed her mental health internship training at Broward General Hospital and Parkway Regional Medical Center working with individuals diagnosed with severe and persistent mental illness. Dr. Perez further pursued her graduate studies at Carlos Albizu University, receiving an additional Master

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of Science in Psychology in 2008 and Doctorate in Clinical Psychology-Forensic Concentration in 2013.

While attending graduate school, Dr. Perez worked at Larkin Community Hospital providing outpatient counseling to court mandated dual-diagnosis populations and conducted comprehensive neuropsychological evaluations with the U.S. Department of Veterans Affairs. Dr. Perez completed her APA accredited pre-doctoral internship at South Florida State Hospital, where she developed expertise with forensic assessment, including violence risk assessments and competency evaluations. She specialized in competency restoration, dialectical behavior therapy, behavior modification, and risk management in both individual and group settings. Dr. Perez completed her post-doctoral residency with the G.A.T.E. Diversion Program, specializing in the evaluation and treatment of adolescents charged with sexual offenses. At this time Dr. Perez maintained a supervisory role over program development, clinicians, and community outreach, specializing in trauma informed care, child-on-child sexual abuse, and human trafficking with culturally diverse populations.

In 2015, Dr. Perez began working at Law Enforcement Psychological and Counseling Associates, conducting pre-employment psychological screenings, psychological fitness for duty evaluations, and critical incident stress debriefings with various public safety organizations. Additional duties include individual, couples and family counseling with public safety officers and personnel through the Employee/Officer Assistance Program with the City of Miami, City of Coral Gables, and City of Hialeah Police Departments, as well as the City of Hialeah Fire Department. To date, Dr. Perez has completed approximately 3,500 pre-employment psychological screenings. Dr. Perez is a member of the International Association of Chiefs of Police- Police Psychological Services Section (IACP-PPSS), American Psychological Association (APA), Psychologist in Public Service (Division 18), and was a member of the Psi Chi National Honor Society in Psychology. Dr. Perez was an active attendee and participant at the 2017 and 2018 IACP PPSS Annual Conference, participating in the Section's Psychological Fitness for Duty Revision Committee in 2018 and is currently a member of the Section's Annual Conference Education Committee. She also was an active attendee at the 2016 and 2018 Annual Conference for the Consortium of Police Psychological Services (COPPS). Dr. Perez is a highly experienced Licensed Psychologist and Licensed Mental Health Counselor who has over thirteen years success in the field of psychology providing comprehensive psychological evaluations and working with culturally diverse populations.

**Mirelis Peraza, Psy.D.**

Florida Licensed Psychologist: # PY9014 (2014)

Dr. Mirelis Peraza was born and raised in Cuba, where she completed one year of college before immigrating to the United States. She continued her education at Florida Atlantic University, where she graduated in 2003 with a Bachelor of Science degree in Psychology. She pursued her graduate studies at Carlos Albizu University, from where she received her Master of Science

degree in Psychology (2005) and a Doctorate in Clinical Psychology (2012), both with distinction. Her area of concentration during her doctoral studies was forensic psychology and assessment. Also, while attending Carlos Albizu University she participated in specialty training with Dr. Brian Mangan, who was teaching a specialized course in Police & Public Safety Psychology. During this two- semester training, emphasis was placed on pre-employment psychological screening with public safety applicants.

Dr. Peraza completed her pre-doctoral internship and postdoctoral residency at South Florida State Hospital (SFSH), where she remains as a part-time psychologist. In her three years working at the state hospital, Dr. Peraza has developed expertise with forensic assessment, including violence risk assessments and competency to proceed evaluations for the court. She has provided competency restoration and risk management on individual and group settings, completed evaluations for the court, and trained graduate students completing their practicum and internship years at SFSH.

Beginning in 2013, Dr. Peraza became involved with LEPCA on a part-time apprenticeship basis. During this time, she continued her training with integration of standardized objective test profiles, as well as observed clinical interviews and the final report process, while being mentored by Dr. Mangan. She was an active attendee and participant at the 2013 Annual Conference for the Consortium of Police Psychological Services. In early 2014, Dr. Peraza was successfully licensed as a psychologist and subsequently hired as part-time staff with LEPCA. To this date, she has completed approximately 200 pre-employment psychological screenings. Dr. Peraza also has over ten years of experience in clinical therapy, with a diverse range of populations and disorders. Before providing clinical services to the severe mentally ill population of the state hospital, she had over 7000 hours of experience in clinical therapy with children and families. Additionally, Dr. Peraza serves in private practice, providing individual therapy to the adult outpatient population. She has sought extensive training, specializing in the areas of affective disorders, trauma, family dynamics, and immigration and acculturation issues.

### **Samantha Rodriguez, Psy.D.**

Postdoctoral Fellow

Dr. Rodriguez received her Bachelor of Science degree in Psychology (2017) and Doctorate in Clinical Psychology (2023) from Nova Southeastern University (2023) with an emphasis on Police and Public Safety Psychology. During her graduate training, she provided behavioral health and peer support training to law enforcement, fire rescue, and correctional officers. She further assisted in several critical incident stress debriefings for local police and fire agencies, as well as participated in scenario-based training to help police hostage negotiators acquire active listening skills to assist persons in crisis. She completed a clinical externship at Miami-Dade Police Department's Psychological Services Bureau where she provided individual therapy to sworn officers, civilian personnel, and their families. Dr. Rodriguez also completed a one-year internship at the Western Colorado VA Health Care System, where she provided a range of psychological services to Veterans.

Dr. Rodriguez joined LEPCA in August 2023 for her postdoctoral fellowship. In addition to assisting with critical incident stress debriefings, resiliency and line supervision training, wellness visits, and pre-employment psychological screenings, she provides counseling services to public safety personnel and support staff through the employee assistance programs for the City of Miami, City of Coral Gables, and City of Hialeah Police/Fire Departments.

### Founder of LEPCA

#### **Mark Axelberd, Ph.D., ABPP**

Board Certified in Police & Public Safety Psychology

American Board of Professional Psychology

Retired Psychologist and Consultant

Dr. Mark Axelberd received his Ph.D. with a specialty in Clinical Psychology from Georgia State University in 1977. He did his doctoral internship at the Counseling and Consultation Center at The Ohio State University. Since that time, he has been a full-time consulting psychologist to law enforcement agencies on a local, state and national level. He was the primary founder of the firm Law Enforcement Psychological and Counseling Associates, Inc. (LEPCA) and served as the President for 34 years. Since 2011, he has served as lead consultant and staff psychologist. In 2010, Dr. Axelberd was awarded Board Certification in Police and Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction shared by only 80 professionals nationwide. He is also an active member of the Consortium of Police Psychological Services, the American Psychological Association, and the International Association of the Chiefs of Police.

Dr. Axelberd's years of exclusive experience with law enforcement since 1977 has allowed him to develop a most unique and thorough grasp of the complexities of providing psychological services to public safety clients. His reputation and expertise is well known within the law enforcement community, and he has often been called upon by law enforcement administrators to advise and consult on the most sensitive and difficult matters. Many of the current psychological services provided to South Florida law enforcement agencies have been a direct result of his efforts. He has provided expert information and testimony numerous times for matters related to psychological fitness standards for law enforcement officers. He has also assisted many agencies in matters such as understanding and complying with the Americans with Disabilities Act (ADA). After 9/11, he was contracted to perform sensitive assessments germane to Homeland Security enhancement and continues to do so. Dr. Axelberd has also been instrumental in including and promoting the utilization of persons of color and women in a wide range of public safety consultations.

Encouraged by his colleagues and law enforcement community, Dr. Axelberd designed and developed a new and specialized personality screening instrument for the selection of Public Safety Applicants. The Public Safety Screening Inventory (PSSI) is different from other tests in that a

diverse group of actual Public Safety Officers were extensively involved in providing input and creating some of the individual test items. As a result, the item content of the PSSI is very job-related and directly assesses those characteristics and traits deemed essential by those working in the field. The PSSI to date has proved itself to be a very valuable addition to the firm's battery of pre-employment instruments.

Dr. Axelberd has received awards and has been frequently recognized for his positive contributions in areas such as Pre-Employment Psychological Screening, Officer Assistance Programs, Personnel Policy Development, Fitness for Duty Evaluations, Critical Incident Debriefings, Officer Training Programs and assisting agencies in the development and implementation of effective selection systems. He has been featured several times in the written and television media for his innovative consultations with law enforcement agencies. For example, he has appeared on the TV news program 20/20, 48 Hours and the USA Today TV News Journal. The International Association of Chiefs of Police honored Dr. Axelberd with a certificate of appreciation for his teaching of seminars involving pre-employment psychological screening. In the early 1980's, Dr. Axelberd also worked closely with the Florida Police Standards and Training Commission to initiate pre-employment psychological testing standards and officer assistance programs throughout the State of Florida. In 1981, Dr. Axelberd wrote the original guidelines on behalf of the commission for the conducting of pre-employment screening in the state. During this same period, he was also one of only a few select public safety psychologists chosen by Harper and Row Media to conduct nationwide workshops with law enforcement executives on the introduction of psychological services to their respective agencies. Dr. Axelberd was selected by the Council of Police Psychologists to initiate national guidelines for psychological screening of law enforcement applicants. He has been called upon by numerous agencies on a local, national and even international level to provide opinions and make recommendations on numerous subjects related to public safety psychological services. For example, he worked closely with the Dallas Police Department, New York City P. D., Rochester Police Department and several others in critically assessing and developing updated selection procedures. On an international level, he provided extensive input to the Moscow, London, Ottawa, and Israeli law enforcement agencies.

Dr. Axelberd gained his reputation through his "hands-on" provision of psychological services. He was directly involved in the screening of over 70,000 law enforcement applicants and conducted approximately 300 Fitness for Duty Evaluations. He also designed innovative and very successful confidential counseling programs, training seminars, and critical incident stress debriefings for law enforcement personnel and their families. Over the years, he provided counseling assistance to an innumerable number of South Florida officers and families.

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 DIVISION OF MEDICAL QUALITY ASSURANCE

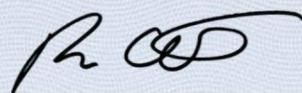
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## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

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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 DEPARTMENT OF HEALTH  
 DIVISION OF MEDICAL QUALITY ASSURANCE

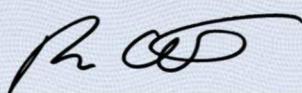
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APRIL 16, 2024	PY 9608	68451

## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

MARIA EUGENIA GALMARINI  
 9960 NW116TH WAY  
 SUITE 12  
 MIAMI, FL - 33178



Ron DeSantis  
 GOVERNOR



Joseph A. Ladapo, MD, PhD  
 STATE SURGEON GENERAL

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STATE OF FLORIDA  
 DEPARTMENT OF HEALTH  
 DIVISION OF MEDICAL QUALITY ASSURANCE

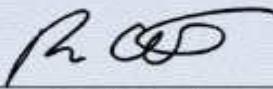
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FEBRUARY 28, 2024	PY 9516	66317

## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

VANESSA DANIELLE PEREZ  
 9960 NW 116TH WAY  
 SUITE 12  
 MIAMI, FL - 33178



Ron DeSantis  
 GOVERNOR



Joseph A. Ladapo, MD, PhD  
 STATE SURGEON GENERAL



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 DEPARTMENT OF HEALTH  
 DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
MAY 21, 2024	PY 9014	71255

## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

MIRELIS PERAZA  
 9960 NW 116 WAY  
 STE. 12  
 MIAMI, FL - 33178



Ron DeSantis  
 GOVERNOR



Joseph A. Ladapo, MD, PhD  
 STATE SURGEON GENERAL

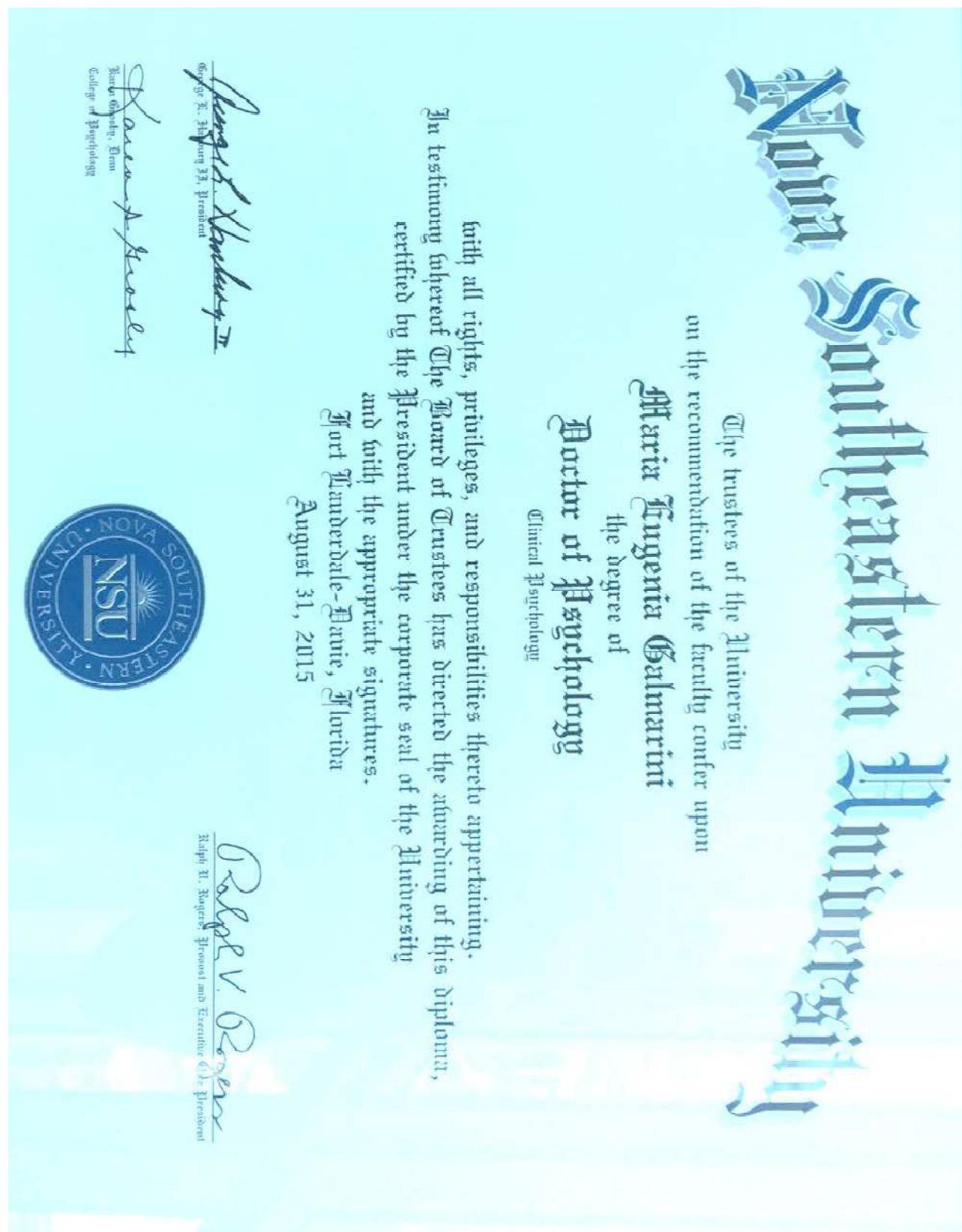


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**American Board of Professional Psychology**

**AMERICAN BOARD OF PROFESSIONAL PSYCHOLOGY**



Be it known that

**Maria Eugenia Galmarini**

Has met the qualifying, examination, and professional standing requirements for Specialty Board Certification by the American Board of

**Police & Public Safety Psychology**

And is hereby designated as Board Certified in Police & Public Safety Psychology by the American Board of Professional Psychology under its Seal and Signature.

November 13, 2020  
Diploma Number 9258



Donald R. Poland, Ph.D.  
President, American Board of Police & Public Safety Psychology

C. Mark D.  
President, American Board of Professional Psychology

David R. Ch. A.  
Executive Officer, American Board of Professional Psychology

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### **Exhibit 3.6.4.3 - Public Safety Testing Experience**

**Law Enforcement Psychological and Counseling Associates, Inc. (LEPCA)** is a well-established consultation firm that provides comprehensive services exclusively to law enforcement agencies primarily in the South Florida area. The firm was created in 1977 to effectively address the often unique and complex issues facing psychologists who undertake the role of a public safety psychological consultant. Dr. Brian Mangan serves as the President and Senior Psychologist of LEPCA, with Dr. Mark Axelberd, the founder of the firm, still serving as an active consultant. Since the South Florida region is multi-ethnic in composition, the firm further understood the importance of cultural sensitivity and making certain that LEPCA's services would be accepted and utilized by the diverse cultural groups found in public safety work. One way to achieve this goal was to include mental health professionals from varied ethnic backgrounds in all areas of the firm's consultation work and this philosophy remains today. In 2006, the Miami-Dade Police Department with our assistance conducted extensive research for a five and thirteen-year period to determine whether our screening evaluations resulted in any adverse impact by race, sex or ethnic group. The results found that "no adverse impact exists." To our knowledge, this study was one of the most exhaustive of its kind.

In 2009, LEPCA also completed a "green initiative" and made extensive investments to achieve a near paperless and seamless psychological screening process both for our internal office and user agencies as well. The project design utilized extensive input from numerous public safety agencies to better serve their specific needs. Our new system allows agencies to independently schedule applicants, access and/or download final applicant reports online 24 to 48-hours after completion of testing, safely store applicant files electronically, receive or review ancillary screening materials online, produce statistical reports quickly, and provide applicants important information on our website. We believe this achievement is one of the first of its kind in the entire nation and has proved to be well worth the effort extended. Importantly, this service is fully encrypted, protected with secure username and password, and all HIPAA requirements are adhered to regarding electronic storage.

In summation, LEPCA has been intricately involved in every facet of law enforcement and public safety consultation. In particular, the firm is very well known for its expertise in pre-employment psychological screening of public safety personnel, including police officer/deputy sheriff, correctional officer/detention deputy, communications operator/dispatcher, public/community service aide, child investigative specialists, armed safe school officers, and many other non-sworn public safety positions. LEPCA's evaluation process has often served as a model for numerous psychologists entering this specialized field. We have conducted approximately 90,000 evaluations for over 70 public safety agencies over the past nearly forty years and carried out extensive research in the area of public safety evaluation. Our screening system strictly adheres to laws governed by the EEOC, including the Americans with Disabilities Act (ADA) and Genetic Information Nondiscrimination Act (GINA). Moreover, our system meets and exceeds the

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guidelines set forth by the International Association of Chiefs of Police (IACP), COPPS organization, California Post Commission, and the Commission on Accreditation for Law Enforcement Agencies (CALEA). To our knowledge, no agency using our screening services has ever had difficulties becoming or maintaining CALEA certification. In addition, many public safety agencies around the United States and internationally, both formally and informally, have requested our input to implement or improve their selection procedures and design, including Mexico and the U.S. Virgin Islands.

LEPCA staff remain active with international and national police and public safety psychology associations. Drs. Mangan, Maria Galmarini, and Axelberd are Board Certified in Police and Public Safety Psychology by the American Board of Professional Psychology. Drs. Mangan and Galmarini currently serve as a Specialty Board Officers with the American Board of Police and Public Safety Psychology (ABPPSP), with Dr. Mangan serving in the role of President of ABPPSP and Dr. Galmarini serving in role of Mentorship Coordinator and Early Career Psychologist Representative. Dr. Galmarini also serves on the Board of the American Academy of Police and Public Safety Psychology, which serves as the education and training component to ABPPSP.

Drs. Mangan, Galmarini, and Vanessa Perez are active Associate Members with IACP. Dr. Mangan previously served on the Executive Board of the IACP Police Psychological Services Section (2015-2020) and Ethics Consultation Committee; Dr. Galmarini recently completed a three-year term on the section's Diversity Committee and Education Committee, serving as the Chair of the Diversity Committee (2022); and Dr. Perez recently completed a three-year term on the section's Education Committee. Each of these psychologists has also served on an IACP Guidelines Revision Committee for Psychological Fitness for Duty Evaluations and Officer Involved Shootings during the past two rounds of revisions, and LEPCA staff are very familiar with the Pre-Employment Psychological Evaluation Guidelines, casting votes during the past three Guideline Revisions processes. Furthermore,

Beyond providing pre-employment screenings and other consultations for almost every public safety agency in Miami-Dade and Broward Counties, and many agencies Palm Beach County, our expertise has been utilized by non-local entities as well. For example, we conduct pre-employment screenings for state agencies, including the Florida Highway Patrol and Florida Fish and Wildlife Commission, and have performed other sensitive evaluations as requested by U.S. Virgin Islands Police Force and United States Federal Agencies including the F.B.I., U.S. Secret Service, U.S. Customs, D.E.A., NOAA, and the Transportation Security Agency. In addition, we have been instrumental in developing public safety fitness standards and guidelines not only for pre-employment screenings but also for Fitness for Duty Evaluations (FFDE). Our firm has been a pioneer in introducing and conducting FFDEs, which typically are very arduous and can frequently result in expensive litigation if not done correctly. Dr. Axelberd and Dr. Mangan have been called upon many times by various national agencies, including public and federal, to conduct extremely important and complicated fitness evaluations.

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LEPCA has also been a local and national leader in creating innovative and effective specialized counseling, critical incident debriefings and training programs for sworn and non-sworn public safety employees and their family members. Members of the firm have provided thousands of hours of treatment and training to those in the South Florida public safety community for over thirty-five years. Indeed, many of the now commonly accepted psychological service practices for local and statewide public safety agencies were originally designed and promoted by members of our firm.

Most importantly, we have always been known for our constant availability, ease of accessibility, and practical approaches to achieving the highest quality services to our clients. We take great pride in our work and never forget the critical nature of the services we provide. We value the trust placed in us by our law enforcement clients and LEPCA will always strive to be deserving of the respect and opportunity given to us by the law enforcement and public safety community.

Law Enforcement Psychological & Counseling Associates, Inc (LEPCA) has not been involved in any litigation, complaints, or challenges and there is no pending litigation, complaints, or challenges arising out of LEPCA's performance of services.

\*\* Referencing RLI 3.1.1 : LEPCA is currently not negotiating a sale, acquisition or merger, which would alter the structure of the firm as stated in this section

### **EXHIBIT 3.6.4.1 – Staff Training**

All LEPCA staff are trained in accordance with industry guidelines and will maintain such training through membership and involvement in professional organizations, as well as regular attendance at local and national conferences to obtain updated continuing education specifically related to the practice of police and public safety psychology.

Drs. Brian Mangan, Maria Galmarini, and Dr. Mark Axelberd were awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, which is a unique specialty distinction currently shared by only 87 professionals nationwide.

Dr. Mangan is an active member of the International Association of the Chiefs of Police- Police Psychological Services Section (IACP-PPSS), previously serving on the Executive Board (2015-2020) and Chair of the Section (2019). In addition, he served as a member of the Ethics Consultation Committee (2014-2016), and previously served as a member of the Officer Involved Shooting Guidelines Revision Committee (2013) and the Psychological Fitness for Duty Evaluation Guidelines Revision Committee (2013.) Dr. Mangan also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of President and previously as the National Chair of Examinations (2022-2023) and Oral Examination Coordinator (2021-2022). He is a member of the American Psychological Association, Division 18 Psychologists in Public Service, previously serving as the Secretary/Treasurer of the Police and Public Safety Section. Dr. Mangan is a member of the Florida Psychological Association, Society for Police and Criminal Psychology, and the Consortium of Police Psychological Services (COPPS.) He served as the Chair of COPPS in 2008 and 2013, hosting the annual conferences attended by many public safety professionals from the Southeast region of the United States discussing emerging issues related to evaluation, intervention, ethics, and legislation current in police psychology.

Dr. Mangan has presented on numerous occasions at national and international conferences, including International Association of Chiefs of Police and Florida Police Chiefs Association, as well as local presentations and trainings with Broward County Chiefs of Police Association, Broward College Public Safety Training Institute, Palm Beach College Public Safety Institute, and Miami-Dade Institute of Public Safety. Dr. Mangan also authored a chapter on performing psychological evaluations in public safety settings in the book *First Responder Mental Health: A Clinician's Guide* (2023).

Dr. Galmarini is an active Associate Member of the International Association of Chiefs of Police (IACP)- Police Psychological Services Section, serving on the section's Diversity Committee (2019-2022), as the Chair of the Diversity Committee in 2022, Annual Conference Education Committee (2019-2022), and previously serving on the Officer Involved Shooting Guidelines Revisions Committee in 2018. Dr. Galmarini also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of Mentorship Coordinator & Early Career Psychologist Representative. She is also a member of the American Psychological Association-Psychologist in Public Service Division and the Society for Police and Criminal Psychology.

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Dr. Vanessa Perez is a member of the International Association of Chiefs of Police- Police Psychological Services Section (IACP-PPSS), American Psychological Association (APA), and Psychologists in Public Service (Division 18). Dr. Perez was an active attendee and participant at the 2017 and 2018 IACP PPSS Annual Conference, participating in the Section's Psychological Fitness for Duty Revision Committee in 2018 and recently completed a three-year commitment as a member of the section's Annual Conference Education Committee. She also was an active attendee at the 2016 and 2018 Annual Conference for the Consortium of Police Psychological Services (COPPS).

### **EXHIBIT 3.6.4.4 – Expertise and Specialization**

All LEPCA staff are trained in accordance with industry guidelines and will maintain such training through membership and involvement in professional organizations, as well as regular attendance at local and national conferences. Drs. Brian Mangan, Maria Galmarini, and Dr. Mark Axelberd were awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, which is a unique specialty distinction currently shared by only 87 professionals nationwide.

Dr. Mangan is an active member of the International Association of the Chiefs of Police- Police Psychological Services Section (IACP-PPSS), previously serving on the Executive Board (2015-2020) and Chair of the Section (2019). In addition, he served as a member of the Ethics Consultation Committee (2014-2016), and previously served as a member of the Officer Involved Shooting Guidelines Revision Committee (2013) and the Psychological Fitness for Duty Evaluation Guidelines Revision Committee (2013.) Dr. Mangan also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of President and previously as the National Chair of Examinations (2022-2023) and Oral Examination Coordinator (2021-2022). He is a member of the American Psychological Association, Division 18 Psychologists in Public Service, previously serving as the Secretary/Treasurer of the Police and Public Safety Section. Dr. Mangan is a member of the Florida Psychological Association, Society for Police and Criminal Psychology, and the Consortium of Police Psychological Services (COPPS.) He served as the Chair of COPPS in 2008 and 2013, hosting the annual conferences attended by many public safety professionals from the Southeast region of the United States discussing emerging issues related to evaluation, intervention, ethics, and legislation current in police psychology.

Dr. Mangan has presented on numerous occasions at national and international conferences, including International Association of Chiefs of Police and Florida Police Chiefs Association, as well as local presentations and trainings with Broward County Chiefs of Police Association, Broward College Public Safety Training Institute, Palm Beach College Public Safety Institute, and Miami-Dade Institute of Public Safety. Dr. Mangan also authored a chapter on performing psychological evaluations in public safety settings in the book *First Responder Mental Health: A Clinician's Guide* (2023).

Dr. Galmarini is an active Associate Member Associate Member of the International Association of Chiefs of Police (IACP)- Police Psychological Services Section, serving on the section's Diversity Committee (2019-2022), as the Chair of the Diversity Committee in 2022, Annual Conference Education Committee (2019-2022), and previously serving on the Officer Involved Shooting Guidelines Revisions Committee in 2018. Dr. Galmarini also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of Mentorship Coordinator & Early Career Psychologist Representative. She is also a member of the American Psychological Association-Psychologist in Public Service Division and the Society for Police and Criminal Psychology.

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Dr. Vanessa Perez is a member of the International Association of Chiefs of Police- Police Psychological Services Section (IACP-PPSS), American Psychological Association (APA), and Psychologists in Public Service (Division 18). Dr. Perez was an active attendee and participant at the 2017 and 2018 IACP PPSS Annual Conference, participating in the Section's Psychological Fitness for Duty Revision Committee in 2018 and recently completed a three-year commitment as a member of the section's Annual Conference Education Committee. She also was an active attendee at the 2016 and 2018 Annual Conference for the Consortium of Police Psychological Services (COPPS).

### **Exhibit 3.6.4.5 - Staff Resumes and Certifications**

The following staff biographies are intended to summarize the overall experience in the field of psychology, with particular focus on psychological assessment, pre-employment screening, and the services provided to police and public safety. Professional associations related to the profession of psychology and the specialty of police and public safety psychology are included in the biographies. Law Enforcement Psychological & Counseling Associates (LEPCA) has conducted approximately 90,000 evaluations for over 70 public safety agencies and carried out extensive research in this area. Agencies that historically send similar amounts of applicants or more per year to LEPCA include Florida Highway Patrol, City of Miami Police Department, Miami-Dade Schools Police Department, Hollywood Police Department, and Miami-Dade County agencies including Police, Corrections, and Fire Rescue. Moreover, for the past fifteen years we have managed this volume for Broward Sheriff's Office as well.

#### **\*\* PROFESSIONAL DEGREE CERTIFICATES INCLUDED IN EXHIBIT**

##### **Brian L. Mangan, Psy.D., ABPP**

Board Certified in Police & Public Safety Psychology

American Board of Professional Psychology: #7661 (2014)

Florida Licensed Psychologist: # PY7198 (2005)

Maine Licensed Psychologist: # PS2210 (2021)

National Provider Identifier: #1932724986 (2020)

National Register ID: #57414 (2020)

President, LEPCA

Dr. Brian Mangan received his Doctor of Psychology in Clinical Psychology from The George Washington University in Washington, D.C. with distinction in 2003, specializing in the areas of adult therapy and assessment. He pursued his pre-doctoral internship at South Florida State Hospital, where he developed skills in dealing with a forensic population. Shortly after, he completed his post-doctoral residency with Citrus Health Network, conducting evaluations for the Juvenile Evaluation and Treatment Services program in the Miami-Dade Juvenile Justice system. After getting licensed near the end of 2005, he became a staff psychologist with Law Enforcement Psychological & Counseling Associates (LEPCA.) Since that time, he received daily mentoring from Dr. Mark Axelberd and rose to the levels of Senior Psychologist and Managing Partner. In 2011, Dr. Mangan took over the daily operations of LEPCA and currently serves as President of the firm. In 2014, Dr. Mangan was awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction currently shared by approximately 80 professionals nationwide.

Dr. Mangan is an active member of the International Association of the Chiefs of Police- Police Psychological Services Section (IACP-PPSS), previously serving on the Executive Board (2015-

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2020) and Chair of the Section (2019). In addition, he served as a member of the Ethics Consultation Committee (2014-2016), and previously served as a member of the Officer Involved Shooting Guidelines Revision Committee (2013) and the Psychological Fitness for Duty Evaluation Guidelines Revision Committee (2013.) Dr. Mangan also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of President and previously as the National Chair of Examinations (2022-2023) and Oral Examination Coordinator (2021-2022). He is a member of the American Psychological Association, Division 18 Psychologists in Public Service, previously serving as the Secretary/Treasurer of the Police and Public Safety Section. Dr. Mangan is a member of the Florida Psychological Association, Society for Police and Criminal Psychology, and the Consortium of Police Psychological Services (COPPS.) He served as the Chair of COPPS in 2008 and 2013, hosting the annual conferences attended by many public safety professionals from the Southeast region of the United States discussing emerging issues related to evaluation, intervention, ethics, and legislation current in police psychology.

Dr. Mangan has presented on numerous occasions at national and international conferences, including International Association of Chiefs of Police and Florida Police Chiefs Association, as well as local presentations and trainings with Broward County Chiefs of Police Association, Broward College Public Safety Training Institute, Palm Beach College Public Safety Institute, and Miami-Dade Institute of Public Safety. Dr. Mangan also authored a chapter on performing psychological evaluations in public safety settings in the book *First Responder Mental Health: A Clinician's Guide* (2023).

Currently, Dr. Mangan serves as the President of Law Enforcement Psychological and Counseling Associates (LEPCA) in Medley, Florida. He started with LEPCA in January 2006 and was directed by Dr. Mark Axelberd in advanced training on public safety and law enforcement psychology related issues. His primary duty involves consultation with command staff on law enforcement related issues concerning both community and organizational objectives. On a daily basis, Dr. Mangan conducts numerous pre-employment screening interviews, interprets standardized test profiles, and consults with background investigators and law enforcement personnel regarding evaluation results. Moreover, he reviews all pre-employment evaluation files and approves the final report sent to an agency on each applicant. To this date, Dr. Mangan has performed nearly 30,000 screenings and reviewed over 50,000 evaluation files with approval for final report. Additional duties include psychological screening for specialized unit placement (Hostage Negotiator, SWAT, etc.), mental health counseling with public safety personnel from area agencies, coordinating the Officer Assistance Program with the City of Miami, Coral Gables, and Hialeah Police Departments, psychological fitness for duty evaluations, wellness visits, critical incident stress debriefings, and conducting trainings with various departments in the Florida regarding front line supervision, stress management, peer support, wellness, resiliency, and crisis intervention.

Since joining LEPCA, Dr. Mangan has also been instrumental in all research activities related to pre-employment psychological screening, including performance of combat veterans and veteran

police officers on testing. For example, he conducted an extensive performance review of recruits in the Miami-Dade Police Department (MDPD) public safety academy. The research yielded very positive results and identified specific scores on the pre-employment evaluation that were correlated to successful completion of the academy. Additionally, Dr. Mangan recently completed research on "Successful vs. Unsuccessful" candidates in the Miami-Dade County Corrections training program, utilizing the pre-screening evaluations as a guide indicate potential risk in future screenings. Along with Dr. Mark Axelberd, Dr. Mangan was involved in the development of the Public Safety Suitability Inventory (PSSI), which is an objective standardized test used in the pre-employment screening of public safety candidates, and also participated in research on the performance of combat veterans on the pre-employment psychological evaluation.

Dr. Mangan previously served as Assistant Professor and Forensic Coordinator at Carlos Albizu University. As the coordinator, he monitored a program designed to train students to deliver psychological services, including psycho-diagnostic assessment, case law, legal standards, and expert testimony within the judicial and correctional systems. Additionally, he worked closely with the Miami-Dade Juvenile Courts, providing comprehensive evaluations and treatment recommendations for at-risk youths for a period of one year after completing his post-doctoral commitment.

### **Maria Galmarini, Psy.D., ABPP**

Board Certified in Police & Public Safety Psychology  
American Board of Professional Psychology  
Florida Licensed Psychologist: # PY9608 (2016)  
National Provider Identifier: # 1376099770  
National Register ID: # 151395

Dr. Maria Galmarini received her Bachelor of Science in Psychology from Boston University in 2008. She completed her Master of Science degrees in Mental Health Counseling and Clinical Psychology, as well as her Doctorate degree in Clinical Psychology from Nova Southeastern University. In 2020, Dr. Galmarini was awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction currently shared by approximately 80 professionals nationwide. Dr. Galmarini has worked with diverse clients in inpatient, outpatient, and correctional settings. Her broad clinical and evaluation experience in the diverse area of South Florida has afforded Dr. Galmarini an opportunity to learn about and integrate cultural awareness in her work. She is bilingual and has experience performing evaluations and providing individual, couples, and family therapy in English and Spanish.

Dr. Galmarini completed both her pre-doctoral internship and post-doctoral training at South Florida State Hospital. During her time at South Florida State Hospital, Dr. Galmarini provided individual therapy, group therapy, psychological testing, forensic evaluation, and neuropsychological evaluations. Most of Dr. Galmarini's post-doctoral training specialized in the area of forensics. She performed risk assessments and competency evaluations while also serving

as an expert witness in criminal court and re-commitment hearings. Although the focus of her training was on individual patient care, Dr. Galmarini was also a part of a hospital initiative to reduce stress and burnout among staff and support personnel. She assisted in planning and organizing presentations to help staff develop self-care skills, and positive coping strategies to deal with personal and work-related stressors.

Dr. Galmarini first gained experience in the field of police psychology in 2013, completing a clinical externship at Miami-Dade Police Department's Psychological Services. She provided individual, couples, and family therapy to sworn officers, civilian support personnel, and their families. Dr. Galmarini joined Law Enforcement Psychological and Counseling Associates, Inc (LEPCA) in August of 2015. She currently provides individual, couples, and family therapy to law enforcement and support staff through the employee assistance programs of the City of Miami, City of Coral Gables, and City of Hialeah Police Departments, as well as the City of Hialeah Fire Department. Additionally, Dr. Galmarini conducts pre-employment psychological screenings, fitness for duty evaluations, and critical incident stress debriefings. She has completed nearly three thousand pre-employment psychological evaluations since joining LEPCA. In addition to her work in police and public safety, Dr. Galmarini currently serves as a forensic evaluator for the 11<sup>th</sup> Judicial Circuit of Miami-Dade County, conducting competency evaluations and providing expert witness testimony in criminal court.

Dr. Galmarini is an active Associate Member Associate Member of the International Association of Chiefs of Police (IACP)- Police Psychological Services Section, serving on the section's Diversity Committee (2019-2022), as the Chair of the Diversity Committee in 2022, Annual Conference Education Committee (2019-2022), and previously serving on the Officer Involved Shooting Guidelines Revisions Committee in 2018. Dr. Galmarini also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of Mentorship Coordinator & Early Career Psychologist Representative. She is also a member of the American Psychological Association-Psychologist in Public Service Division and the Society for Police and Criminal Psychology.

### **Vanessa Perez, Psy.D.**

Florida Licensed Psychologist: # PY9516 (2015)

Dr. Vanessa Perez was born and raised in Miami, FL. She received her Bachelor of Science in Psychology from Florida International University in 2002 and received her Master of Science in Mental Health Counseling in 2005 from Nova Southeastern University. Dr. Perez completed her mental health internship training at Broward General Hospital and Parkway Regional Medical Center working with individuals diagnosed with severe and persistent mental illness. Dr. Perez further pursued her graduate studies at Carlos Albizu University, receiving an additional Master of Science in Psychology in 2008 and Doctorate in Clinical Psychology-Forensic Concentration in 2013.

While attending graduate school, Dr. Perez worked at Larkin Community Hospital providing outpatient counseling to court mandated dual-diagnosis populations and conducted comprehensive neuropsychological evaluations with the U.S. Department of Veterans Affairs. Dr. Perez completed her APA accredited pre-doctoral internship at South Florida State Hospital, where she developed expertise with forensic assessment, including violence risk assessments and competency evaluations. She specialized in competency restoration, dialectical behavior therapy, behavior modification, and risk management in both individual and group settings. Dr. Perez completed her post-doctoral residency with the G.A.T.E. Diversion Program, specializing in the evaluation and treatment of adolescents charged with sexual offenses. At this time Dr. Perez maintained a supervisory role over program development, clinicians, and community outreach, specializing in trauma informed care, child-on-child sexual abuse, and human trafficking with culturally diverse populations.

In 2015, Dr. Perez began working at Law Enforcement Psychological and Counseling Associates, conducting pre-employment psychological screenings, psychological fitness for duty evaluations, and critical incident stress debriefings with various public safety organizations. Additional duties include individual, couples and family counseling with public safety officers and personnel through the Employee/Officer Assistance Program with the City of Miami, City of Coral Gables, and City of Hialeah Police Departments, as well as the City of Hialeah Fire Department. To date, Dr. Perez has completed approximately 3,500 pre-employment psychological screenings. Dr. Perez is a member of the International Association of Chiefs of Police- Police Psychological Services Section (IACP-PPSS), American Psychological Association (APA), Psychologist in Public Service (Division 18), and was a member of the Psi Chi National Honor Society in Psychology. Dr. Perez was an active attendee and participant at the 2017 and 2018 IACP PPSS Annual Conference, participating in the Section's Psychological Fitness for Duty Revision Committee in 2018 and is currently a member of the Section's Annual Conference Education Committee. She also was an active attendee at the 2016 and 2018 Annual Conference for the Consortium of Police Psychological Services (COPPS). Dr. Perez is a highly experienced Licensed Psychologist and Licensed Mental Health Counselor who has over thirteen years success in the field of psychology providing comprehensive psychological evaluations and working with culturally diverse populations.

### **Mirelis Peraza, Psy.D.**

Florida Licensed Psychologist: # PY9014 (2014)

Dr. Mirelis Peraza was born and raised in Cuba, where she completed one year of college before immigrating to the United States. She continued her education at Florida Atlantic University, where she graduated in 2003 with a Bachelor of Science degree in Psychology. She pursued her graduate studies at Carlos Albizu University, from where she received her Master of Science degree in Psychology (2005) and a Doctorate in Clinical Psychology (2012), both with distinction. Her area of concentration during her doctoral studies was forensic psychology and assessment. Also, while attending Carlos Albizu University she participated in specialty training with Dr. Brian

Mangan, who was teaching a specialized course in Police & Public Safety Psychology. During this two- semester training, emphasis was placed on pre-employment psychological screening with public safety applicants.

Dr. Peraza completed her pre-doctoral internship and postdoctoral residency at South Florida State Hospital (SFSH), where she remains as a part-time psychologist. In her three years working at the state hospital, Dr. Peraza has developed expertise with forensic assessment, including violence risk assessments and competency to proceed evaluations for the court. She has provided competency restoration and risk management on individual and group settings, completed evaluations for the court, and trained graduate students completing their practicum and internship years at SFSH.

Beginning in 2013, Dr. Peraza became involved with LEPCA on a part-time apprenticeship basis. During this time, she continued her training with integration of standardized objective test profiles, as well as observed clinical interviews and the final report process, while being mentored by Dr. Mangan. She was an active attendee and participant at the 2013 Annual Conference for the Consortium of Police Psychological Services. In early 2014, Dr. Peraza was successfully licensed as a psychologist and subsequently hired as part-time staff with LEPCA. To this date, she has completed approximately 200 pre-employment psychological screenings. Dr. Peraza also has over ten years of experience in clinical therapy, with a diverse range of populations and disorders. Before providing clinical services to the severe mentally ill population of the state hospital, she had over 7000 hours of experience in clinical therapy with children and families. Additionally, Dr. Peraza serves in private practice, providing individual therapy to the adult outpatient population. She has sought extensive training, specializing in the areas of affective disorders, trauma, family dynamics, and immigration and acculturation issues.

### **Samantha Rodriguez, Psy.D.**

Postdoctoral Fellow

Dr. Rodriguez received her Bachelor of Science degree in Psychology (2017) and Doctorate in Clinical Psychology (2023) from Nova Southeastern University (2023) with an emphasis on Police and Public Safety Psychology. During her graduate training, she provided behavioral health and peer support training to law enforcement, fire rescue, and correctional officers. She further assisted in several critical incident stress debriefings for local police and fire agencies, as well as participated in scenario-based training to help police hostage negotiators acquire active listening skills to assist persons in crisis. She completed a clinical externship at Miami-Dade Police Department's Psychological Services Bureau where she provided individual therapy to sworn officers, civilian personnel, and their families. Dr. Rodriguez also completed a one-year internship at the Western Colorado VA Health Care System, where she provided a range of psychological services to Veterans.

Dr. Rodriguez joined LEPCA in August 2023 for her postdoctoral fellowship. In addition to assisting with critical incident stress debriefings, resiliency and line supervision training, wellness

visits, and pre-employment psychological screenings, she provides counseling services to public safety personnel and support staff through the employee assistance programs for the City of Miami, City of Coral Gables, and City of Hialeah Police/Fire Departments.

### Founder of LEPCA

#### **Mark Axelberd, Ph.D., ABPP**

Board Certified in Police & Public Safety Psychology  
American Board of Professional Psychology  
Retired Psychologist and Consultant

Dr. Mark Axelberd received his Ph.D. with a specialty in Clinical Psychology from Georgia State University in 1977. He did his doctoral internship at the Counseling and Consultation Center at The Ohio State University. Since that time, he has been a full-time consulting psychologist to law enforcement agencies on a local, state and national level. He was the primary founder of the firm Law Enforcement Psychological and Counseling Associates, Inc. (LEPCA) and served as the President for 34 years. Since 2011, he has served as lead consultant and staff psychologist. In 2010, Dr. Axelberd was awarded Board Certification in Police and Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction shared by only 80 professionals nationwide. He is also an active member of the Consortium of Police Psychological Services, the American Psychological Association, and the International Association of the Chiefs of Police.

Dr. Axelberd's years of exclusive experience with law enforcement since 1977 has allowed him to develop a most unique and thorough grasp of the complexities of providing psychological services to public safety clients. His reputation and expertise is well known within the law enforcement community, and he has often been called upon by law enforcement administrators to advise and consult on the most sensitive and difficult matters. Many of the current psychological services provided to South Florida law enforcement agencies have been a direct result of his efforts. He has provided expert information and testimony numerous times for matters related to psychological fitness standards for law enforcement officers. He has also assisted many agencies in matters such as understanding and complying with the Americans with Disabilities Act (ADA). After 9/11, he was contracted to perform sensitive assessments germane to Homeland Security enhancement and continues to do so. Dr. Axelberd has also been instrumental in including and promoting the utilization of persons of color and women in a wide range of public safety consultations.

Encouraged by his colleagues and law enforcement community, Dr. Axelberd designed and developed a new and specialized personality screening instrument for the selection of Public Safety Applicants. The Public Safety Screening Inventory (PSSI) is different from other tests in that a diverse group of actual Public Safety Officers were extensively involved in providing input and creating some of the individual test items. As a result, the item content of the PSSI is very job-related and directly assesses those characteristics and traits deemed essential by those working in

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the field. The PSSI to date has proved itself to be a very valuable addition to the firm's battery of pre-employment instruments.

Dr. Axelberd has received awards and has been frequently recognized for his positive contributions in areas such as Pre-Employment Psychological Screening, Officer Assistance Programs, Personnel Policy Development, Fitness for Duty Evaluations, Critical Incident Debriefings, Officer Training Programs and assisting agencies in the development and implementation of effective selection systems. He has been featured several times in the written and television media for his innovative consultations with law enforcement agencies. For example, he has appeared on the TV news program 20/20, 48 Hours and the USA Today TV News Journal. The International Association of Chiefs of Police honored Dr. Axelberd with a certificate of appreciation for his teaching of seminars involving pre-employment psychological screening. In the early 1980's, Dr. Axelberd also worked closely with the Florida Police Standards and Training Commission to initiate pre-employment psychological testing standards and officer assistance programs throughout the State of Florida. In 1981, Dr. Axelberd wrote the original guidelines on behalf of the commission for the conducting of pre-employment screening in the state. During this same period, he was also one of only a few select public safety psychologists chosen by Harper and Row Media to conduct nationwide workshops with law enforcement executives on the introduction of psychological services to their respective agencies. Dr. Axelberd was selected by the Council of Police Psychologists to initiate national guidelines for psychological screening of law enforcement applicants. He has been called upon by numerous agencies on a local, national and even international level to provide opinions and make recommendations on numerous subjects related to public safety psychological services. For example, he worked closely with the Dallas Police Department, New York City P. D., Rochester Police Department and several others in critically assessing and developing updated selection procedures. On an international level, he provided extensive input to the Moscow, London, Ottawa, and Israeli law enforcement agencies.

Dr. Axelberd gained his reputation through his "hands-on" provision of psychological services. He was directly involved in the screening of over 70,000 law enforcement applicants and conducted approximately 300 Fitness for Duty Evaluations. He also designed innovative and very successful confidential counseling programs, training seminars, and critical incident stress debriefings for law enforcement personnel and their families. Over the years, he provided counseling assistance to an innumerable number of South Florida officers and families.





# Nova Southeastern University

The trustees of the University  
 on the recommendation of the faculty confer upon  
**Maria Eugenia Galmarini**  
 the degree of  
**Doctor of Psychology**  
 Clinical Psychology

with all rights, privileges, and responsibilities thereto appertaining.  
 In testimony whereof The Board of Trustees has directed the awarding of this diploma,  
 certified by the President under the corporate seal of the University  
 and with the appropriate signatures.

Fort Lauderdale-Davie, Florida  
 August 31, 2015

*George L. Hembury, Jr.*  
 George L. Hembury, Jr., President

*Karen A. Grossly*  
 Karen Grossly, Dean  
 College of Psychology



*Ralph V. Rogers*  
 Ralph V. Rogers, Provost and Executive Vice President

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Be it known that

**Maria Eugenia Galmarini**

Has met the qualifying, examination, and professional standing requirements for Specialty Board Certification by the American Board of

**Police & Public Safety Psychology**

And is hereby designated as Board Certified in Police & Public Safety Psychology by the American Board of Professional Psychology under its Seal and Signature.

November 13, 2020

Diploma Number 9258



Joseph R. Poland, Ph.D.  
President, American Board of Police & Public Safety Psychology

C. Ma. B. R. D.  
President, American Board of Professional Psychology

David R. Clark, Ph.D.  
Executive Officer, American Board of Professional Psychology

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**EXHIBIT 3.6.4.6 - Staffing Plan**

All staff employed by Law Enforcement Psychological & Counseling Associates, Inc (LEPCA), including Licensed Psychologists, Postdoctoral Fellows, and Office Support Staff (Office Manager), will actively engage in trainings on customer service, ethics, and confidentiality through regular attendance at local and national conferences providing expert didactic trainings on these topics, such as the International Association of Chiefs of Police Annual Conference. Specific areas of focus will be on federal laws including Health Insurance Portability and Accountability Act (HIPAA), Americans with Disabilities Act (ADA), and Genetic Information Nondiscrimination Act (GINA.) Office staff procedures, forms, and record keeping will remain updated, consistent, and compliant with Federal and State Law. Additionally, Dr. Mangan, as President and Senior Psychologist, holds weekly in-service training with office staff to review professionalism, customer service, ethics, and confidentiality standards.

### **Exhibit 3.7.2.2.5 - Explanation of Test Battery Performed**

#### **Philosophy of Pre-employment Screening Process for Public Safety Personnel**

Pre-employment psychological screening of Public Safety Position applicants first began to gain popularity and widespread acceptance in the 1970-1980 period. Initially, this screening was adopted mostly by urban agencies often in reaction to alleged civil rights violations by their Officers and subsequent protests, legal actions and in some cases civil disturbances. The so called “negligent hiring and retention” legal claims began to proliferate in those years, occasionally resulting in large monetary payouts to Plaintiffs. The psychological screening of applicants became one of the first agency responses to these events, since agencies could implement screening rather quickly at a reasonable cost. Unfortunately, many agencies and contracted screening psychologists knew little about the intricacies of this screening or how to effectively implement or utilize the results. As a consequence, a plethora of screening procedures emerged, many of which were of little use to the agency.

Often, the psychologist worked in isolation from the agency and there was scant communication between the two parties. This severely limited the psychologist’s effectiveness and the agency frequently had little education on how to interpret or apply what the psychologist’s report indicated. As a result, many misconceptions about screening developed and agencies sometimes ran the risk of actually misusing the psychological report. To make matters more complicated, selection procedures generally, and psychological screening specifically, are by their nature vulnerable to criticism and can become “political footballs” between competing factions with different interests. Therefore, although psychological consultants must maintain appropriate flexibility in their work, the consultant has to always demonstrate professional objectivity and honesty even in the face of criticism from others.

It was with the above challenges in mind, that thirty-nine years ago our firm set about to address these issues in a professional, logical and practical approach. Briefly stated, the goal and purpose of pre-employment screening is to screen-out those applicants identified as having high-risk factors for performance of the Public Safety position vs. those applicants who are absent these risk factors and possess traits deemed suitable for the position. To accomplish this goal, our philosophy is quite simple; effective programs and effective people lead to effective organizations. It is the contracted psychological firm’s job to create a state-of-the-art screening program and to educate/train relevant agency personnel in the correct application of the system. It is the agency’s responsibility to provide motivated selection personnel and policies consistent with the difficult but critical task of identifying the most qualified applicants for final hire.

Since no one selection procedure provides all the answers, a systemic and comprehensive approach must be utilized. To achieve maximum effectiveness, agency personnel and members of the psychological firm must be willing to communicate and work as a coordinated team when

necessary. We pride ourselves on remaining constantly available to each of our clients and always provide, whatever, extra input is necessary to make our screenings as effective as possible. Improving upon selection procedures is a constant endeavor.

#### Essential/Important Job-Related Traits

A critical part of effective psychological screening is to identify in common sense language the job-related traits that are most critical to performing the public safety job position. This can be accomplished through observation of those performing the job, conducting job position surveys, reading the formal job description and reviewing any studies and research on the subject by respected public safety organizations such as the California Commission on Peace Officer Standards and Training (POST).

Over the years, our firm has availed itself of all the aforementioned sources of information and our current system focuses on and rates applicants on the following thirteen public safety job dimensions. The report of applicants who do not meet standards on a job-related trait(s) will either state: “Deficit Mildly Indicated,” “Deficit Moderately Indicated” or “Deficit Strongly Indicated” for each of the traits listed below.

- Integrity / Ethics / Compliance with Rules
- Impulse Control / Attention to Safety
- Judgment / Decision-Making
- Openness / Ability to Admit Shortcomings
- Stress Tolerance / Emotional Regulation
- Social Competence / Tolerance
- Work Habits / Patterns
- Avoidance of Substance Abuse and other Maladaptive Behaviors
- Learning Ability / Problem Solving
- Flexibility / Adaptability
- Assertiveness / Initiative / Persuasiveness
- Conscientiousness / Dependability
- Communication Skills / Verbal Expression

For further definition and detail of each job dimension, please refer to our Report Interpretation Manual included with this proposal. Additionally, this Manual is located through your agency's secure access at [www.lepca.com](http://www.lepca.com)

## TEST BATTERY

Deputy Sheriff, Dept. of Law Enforcement; Deputy Sheriff, Dept. of Detention, Cadet Cadet- Department of Law Enforcement; Cadet- Department of Detention:

- Personal History Questionnaire (PHQ)
- California Psychological Inventory (CPI) Police and Public Safety Selection Report
- Personality Assessment Inventory (PAI) Police and Public Safety Selection Report
- Clinical Interview
- Public Safety Screening Inventory (PSSI- research)

Regional Communications Operator Trainee, Child Investigative Specialist:

- Personal History Questionnaire (PHQ)
- California Psychological Inventory (CPI) Police and Public Safety Selection Report
- Personality Assessment Inventory (PAI) Police and Public Safety Selection Report
- Clinical Interview

### **Primary Instruments:**

**Personality Assessment Inventory (PAI):** The PAI is a well-researched and accepted comprehensive instrument, which essentially measures and identifies various diagnosable psychological conditions. The emphasis of the PAI is to rule out diagnosable mental health conditions or behavioral patterns commonly associated with psychopathology or emotional disturbance. The purpose and nature of many test items on this instrument makes it a medical procedure under ADA guidelines and the PAI can only be administered after a “real” conditional offer of employment has been provided to the applicant. In terms of use with the screening of public safety applicants, the instrument is widely utilized by qualified and experienced Police Psychologists conducting these screenings. The PAI serves an important “screen-out” function of pre-employment screening, which is to identify and screen-out applicants with propensities towards emotional instability. Of great importance, our firm works closely with Dr. Michael Roberts who has carried out extensive research with the PAI for the screening of public safety applicants. As such, he has produced and we utilize a specialized Police and Public Safety Selection Report that provides specialized and extensive normative data for public safety positions and predictive validity measures of salient traits such as integrity, anger management and other job performance criterion.

**California Psychological Inventory (CPI):** In our judgment and experience, the CPI is the most often used and validated instrument for the selection of public safety applicants. We have administered approximately 70,000 or more CPI's to applicants and conducted various research projects over the years to improve the accuracy of this instrument for predicting job performance. As with the PAI, we utilize Dr. Robert's specialized CPI Police and Public Safety Selection Report,

which provides further important job predictions based on longitudinal studies. As an aside, it should be mentioned that Dr. Roberts is considered an elite public safety psychologists and his specialized reports have been critically reviewed and used by the most knowledgeable and experienced screening psychologists across the country. Contrary to the PAI, the CPI measures dimensions of normal behavior such as Dominance, Social Presence, Empathy, Self-Control, Responsibility, following rules, conformance to team behavior, flexibility, etc. As such, this instrument is critical in assessing the essential traits relevant to almost all public safety positions and therefore the CPI is given great weight in our assessments. The purpose and individual items of the CPI do not identify diagnosable psychological conditions and instead measure primarily interpersonal personality functioning.

**Clinical Interview:** Every applicant undergoes a semi-structured interview with a licensed psychologist specifically trained and supervised by our senior staff. The interview process clarifies and reviews the applicant's personal and work history, explores or compares test profiles with the applicant's history and interview presentation and asks standardized job-relevant questions similar to an oral interview. Additionally, the interviewer can review theme content with the candidate to determine potential misunderstandings, unique/contextual interpretations, or concerning traits, with careful consideration to not reveal specific test items to the candidate.

The structured interview process and areas of questioning must be strictly maintained by each psychologist to ensure consistency and reliability between our staff. Interviewers are closely supervised and on a daily basis our staff review cases and makes certain that everyone understands and applies the same reasoning and standards as others. In addition, interviewers only prepare a preliminary report, which is then carefully reviewed by Dr. Mangan. Any possible inconsistent findings or opinions whatsoever are identified and reconciled with the interviewing psychologist before a final report is created. Keep in mind, the interview is only part of a comprehensive evaluation process and in our system, ratings are only determined through a carefully laid out and objective decision process. We rely heavily on well-researched and objective predictions of job performance, as well as identified behavioral anchors, which greatly limits the possibility that subjective observations or opinions will negatively affect final risk rating. Unfortunately, due to the limited knowledge about these screenings and stereotypes reinforced by the media, many individuals mistakenly believe that the results of these evaluations are primarily subjective and based on a comment or two an applicant may have made to the interviewer.

**Personal History Questionnaire:** Our firm has developed with input from numerous agencies a relevant and comprehensive self-report questionnaire comprised of 281 items addressing Legal History, Driving History, Illicit Drug and Alcohol History, Work History, Financial History, School History, Military History, and Mental Health Treatment History. For agencies choosing to bifurcate the screening process, we have a pre-offer questionnaire (non-medical) and a post-offer (medical) questionnaire. Essentially, the post-offer questionnaire gathers mental health history, details of drug/alcohol usage and other information considered medical in nature, which cannot be obtained pre-offer. For agencies who still have not bifurcated their screening per ADA, we

administer one combined background questionnaire that contains non-medical and medical inquiries.

## **Research Instruments:**

This instrument is in the research phase and applicants are made aware of this during informed consent. As such, the instrument is not considered during the formal rating process but may be used to augment an interview through clarification or discussion of applicant's particular answers on specific job-related critical items. Overall, the PSSI has shown great promise, and on-going research has thus far proven its worth and accuracy.

**Public Safety Screening Inventory (PSSI):** This instrument was designed and researched specifically for the screening of public safety applicants. Dr. Axelberd, of our firm, is the author of this instrument and he utilized his 31 years of exclusive experience in law enforcement in developing an extremely job-relevant and face valid screening test. He utilized extensive input from those in the public safety community to achieve this goal and all of the PSSI individual items were reviewed by public safety personnel or in some cases the items were written by those working as public safety officers. Essentially, this instrument assesses those on-duty as well as off-duty behaviors, attitudes and traits that land so many officers in trouble. For instance, there are scales designed to measure the likelihood of domestic violence or sexual acting-out, which often are reasons for officer misconduct and embarrassment to the agency. Therefore, the PSSI was an on-going collaboration between Dr. Axelberd, Dr. Mangan and those doing the public safety job the test was designed to measure. The PSSI has been developed and researched over an approximately six-year period and subjected to numerous refinements based on several rounds of research. Dr. Nick Lim, a university professor who teaches statistical analysis and test construction was retained as an independent consultant to supervise the research design and statistical analyses involved in the PSSI's development. So far, the test has exceeded our expectations and multiple validation studies yielded very positive results.

## **Conformance to Standards**

There is no one governing body, organization or authority that officially regulates or defines pre-employment screening of public safety applicants. Nevertheless, there are certain respected organizations, associations and individuals who have developed guidelines for this testing, which act as generally accepted standards within the public safety community. In our professional opinion, the following entities are generally accepted as setting the guidelines and standards in this area: International Association of Chief's of Police (IACP), California POST Commission, Consortium of Police Psychological Services (COPPS), Michael Roberts, Ph.D., ABPP, David Corey, Ph.D., ABPP, and Mark Axelberd, Ph.D., ABPP.

Our firm complies with or exceeds all of the above guidelines set forth by the above authorities. Our firm, in particular Dr. Axelberd, assisted the Florida Department of Law Enforcement (FDLE)

in the early '80's when they strongly recommended that psychological screening is an important part of public safety applicant selections. Dr. Axelberd wrote the initial guidelines for this screening on behalf of FDLE and introduced the screening process throughout the state of Florida. Also, in the early 1990's he assisted with the initial national screening guidelines as part of his association with COPPS. Dr. Mangan is an active member of the International Association of the Chiefs of Police- Police Psychological Services Section (IACP-PPSS), previously serving on the Executive Board (2015-2020) and Chair of the Section (2019). In addition, he served as a member of the Ethics Consultation Committee (2014-2016), and previously served as a member of the Officer Involved Shooting Guidelines Revision Committee (2013) and the Psychological Fitness for Duty Evaluation Guidelines Revision Committee (2013.) Dr. Mangan also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of President and previously as the National Chair of Examinations (2022-2023) and Oral Examination Coordinator (2021-2022). Dr. Galmarini is an active Associate Member Associate Member of the International Association of Chiefs of Police (IACP)- Police Psychological Services Section, serving on the section's Diversity Committee (2019-2022), as the Chair of the Diversity Committee in 2022, Annual Conference Education Committee (2019-2022), and previously serving on the Officer Involved Shooting Guidelines Revisions Committee in 2018. Dr. Galmarini also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of Mentorship Coordinator & Early Career Psychologist Representative.

As stated above, the IACP PPSS developed the current guidelines for Pre-Employment Psychological Screening. To this day, our firm continues to often act as the model screening system and advisor to numerous psychologists and public safety agencies on a local, national and even international basis. In conclusion, we never rest on our laurels and those who know us realize how hard we continue to work to provide the highest quality of screenings.

### Determination of Job-Related Ratings

As with most medically related professional opinions and ratings, the assessment psychologist's decisions are based on procedures and tests considered to be reliable and valid. In the evaluation of public safety applicants, we use multiple and overlapping sources of information in arriving at ratings on each essential job trait as well as an overall job suitability rating. All procedures, forms and the rating system in our evaluation process are carefully standardized to assure reliability and fairness for each applicant. Our firm's findings are based on the aggregate of information collected from the four phases of the evaluation. These phases include standardized test profiles derived from the battery of tests, personal history/background information, and clinical interview material after testing has been completed and results are reviewed. The clinical in

All test profiles and each phase of the evaluation are reviewed closely and then integrated together to achieve the most accurate and complete picture of the applicant's potential job-related strengths or weaknesses. Beyond standard clinical interpretation of test profiles, we also utilize various actuarial predictions of job performance generated by research on each of the instruments. For the

great majority of applicants, we find the piecing together of the parts of the evaluation lends itself to clear-cut and logical final ratings. Occasionally, we do find that an applicant's results are ambiguous or "borderline." In those instances, the applicant's file undergoes a thorough staff review and we may compare our findings with those of the Background Investigator.

In some cases, it is useful for the Background Investigator to clarify the report with our office and we are always available to do so. To assure the reliability and quality of every report, the findings of each report are carefully reviewed by a senior psychologist before submission to the agency. To further evaluate ourselves, we periodically compare our rating category percentages with a select group of other national experts in this field. Our ratings have always been found to be very similar to this respected group. Lastly, a thorough multi-year study of our evaluation system conducted by the Miami-Dade Police Department found no adverse impact on any protected group.

Please be aware, members of our screening team are always interacting and discussing every aspect of the evaluation process on a daily basis. The challenge of rating and predicting human behavior will always remain a daunting task and the assessment psychologist can never let complacency set in. Those who have worked closely with us know how relentless and determined we are in our on-going efforts to be thorough and fully informed with each applicant's evaluation.

### Report Format

Our report format was designed specifically for public safety selection after receiving input from numerous public safety personnel and reviewing ADA guidelines, HIPAA privacy requirements, GINA, and recent court rulings in this area. Our conclusion is that use of "wordy" or confusing narrative reports is very questionable for the purpose of employment testing and is not useful for client agencies and decision-makers. Psychologists may be inclined to use psychological metrics, data, and/or descriptions of applicants but many times these type reports contain superfluous, confusing or irrelevant information and are not practical for the task at hand or consistent with business necessity. As a result, many times a psychologist's screening report can miss the opportunity to be a useful instrument for selections teams. Just citing one example, almost all screening psychologists use some type final rating system to categorize applicants. However, some psychologists still do not provide a brief and clear definition differentiating each rating category. Instead, these psychologists assume that the user of the report will automatically define rating categories such as "Minimal Risk," "Moderate Risk," or "High Risk" exactly how the psychologist intended. This is often not the case and can cause major misunderstandings, actual misuse of a report or stigmatize certain applicants. With a few clarifying words or sentences describing a rating category, these problems can be avoided.

We find that law enforcement users of screening reports basically want relevant, clear-cut, concise and easy to understand job-related ratings and statements about an applicant. In many cases, the agency also needs reports quickly. These concerns are exactly what our law enforcement screening reports attempt to address. To summarize, we provide all relevant information and final reports

typically within 48-hours of testing in a concise and user-friendly report. We believe our report format is very thorough, but at the same time, easy to use and simplistic in design. Everything contained in our report format has been well thought out and designed for the specific needs of law enforcement agencies. Of course, the applicant's entire file including psychological profiles, raw data and any other supportive information is always available should an administrative or legal challenge ever occur.

To further assist the agency, we provide a comprehensive manual that educates the report user on each job-related deficit and assistance in assessing whether the deficit is substantiated by the applicant's personal history and behavior. Without such assistance, we find that users of a psychologist's report will often just look at the overall rating and little else. From reviewing the bid language in this area, we believe our report format provides the requested information in a focused, practical, and user-friendly way.

### **Exhibit 3.7.2.2.7 - Impact on Protected Classes**

Law Enforcement Psychological and Counseling Associates (LEPCA) will not discriminate against any protected classes. Our internal database system allows for us to export data on candidates, including demographic information and final risk ratings, to assess for potential of adverse impact. On a regular monthly basis, LEPCA staff analyzes this data over different parameters of time, within an agency or among all agencies, for a single position or for all public safety positions, to assess for adverse impact on protected classes. Additionally, LEPCA met with the legal counsel from the Department of Justice in 2016 who conveyed strong concern that utilizing a measure of cognitive ability during a psychological screening was not advised and strongly discourage due to the perception of potential for adverse impact or eventual disparate impact. The DOJ's position was that basic cognitive abilities were being measured in civil service testing or basic abilities testing prior to a psychological screening. Further, DOJ did not recognize "cognitive abilities" as a job dimension to be measured during a psychological screening, which is also not identified as a psychological job dimension by the California Peace Officers Standards of Training Commission.

LEPCA also understands the importance of cultural sensitivity and ensuring that services would be accepted and utilized by the diverse cultural groups found in public safety work. One way to achieve this goal is to include licensed mental health professionals from varied ethnic backgrounds in all areas of the firm's consultation work and this philosophy remains today. Also, the Miami-Dade Police Department with our assistance previously conducted extensive research for a five and thirteen-year period to determine whether our screening evaluations resulted in any adverse impact by race, sex or ethnic group. The results found that "no adverse impact exists." To our knowledge, this study was one of the most exhaustive of its kind.

LEPCA guarantees that all individuals, regardless of their membership in a protected class, will have equal access to the psychosocial services we provide. LEPCA holds regular staff meetings to address monitoring the awareness of the potential for adverse impact or disparate treatment, as well as the compliance with non-discrimination policies and practices. LEPCA staff attend diversity training at local and national conferences, and also serve in diversity groups as mentors. All staff members are encouraged to discuss and report any concerns related to discrimination or unfair treatment related to protected classes. Awareness, education, and caution are key to promoting and supporting a diverse and inclusive environment.

BSO RLI # 24023VR

LEPCA

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### **Exhibit 3.7.3.1 - Guidance Manual**

The document included with this Exhibit is the Report Interpretation Manual provided to client agencies to assist with utilizing the evaluation report as part of the comprehensive selection process.



Law Enforcement Psychological and  
Counseling Associates, Inc.

Supplementary Background Investigation  
Report Interpretation Manual

- \* Important document for anyone who reviews the screening report. Please be certain to distribute this manual to all relevant personnel in the selection system including background investigators and administrators.

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Mark Axelberd, Ph.D. ABPP & Brian Mangan, Psy.D., ABPP

1/24 Version

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## Introduction to Interpretation Manual

The following guidelines should assist you in using this manual effectively and understanding the intent and proper use of the screening report itself. We are always available and welcome questions, should you desire further explanation.

**Our reports are designed and limited to identifying “High” risk or “Unsuitable” risk applicants who do not meet minimum standards and identify concerning “Areas of Deficit” based on comprehensive information gathered during evaluation, including background information, standardized objective test results, and interview data. Additionally, for those applicants who meet minimum standards with a “Minimal” risk or “Moderate” risk rating, our reports provide an opportunity to further comment on any “Areas of Deficit” which were observed for further agency consideration and investigation. For this manual, a “Minimal Risk” rating is also noted as “Suitable” risk for some agencies; a “Moderate Risk” rating is also noted as a “Suitable with Reservations” risk rating; and an “High Risk” rating is also noted as an “Unsuitable” risk rating.**

- ◆ With guidance from the Peace Officer Psychological Screening Manual produced by California Commission on Peace Officer Standards and Training (POST) Standards, Evaluation, and Research Bureau (2014), we will identify and assess traits considered essential for a public safety position. These traits are described and clarified in detail in this manual. By utilizing this information, the user of the report can gain a more comprehensive understanding of the scope and definition of each deficit trait. To read about a particular job-related deficit, simply turn to the index of deficits on page 4 and go to the corresponding page number for the specific deficit of interest.
- ◆ For the selection process to function effectively, there must be appropriate communication and sharing of information between various people within the system. As soon as an applicant's interview is complete, our office will immediately post the applicant's Personal History Questionnaire for the agency's review. Sometimes it is the psychologist who will provide the background investigator with new and important information and vice versa. **Therefore, when the background investigator becomes aware of potentially relevant information that the applicant may not have revealed to the psychologist or was discovered after the psychological evaluation, it is critical for the background investigator to contact our office and provide the information for additional consideration. Occasionally, any new and noteworthy information discovered during investigations that was not revealed during the psychological evaluation could result in a change of an applicant's final rating.**
- ◆ When a final report for an applicant indicates support for deficits and is rated “Minimal Risk” or “Moderate Risk,” it is very important for the background investigator to carefully review the report and investigate these deficits to determine whether they are generally substantiated or refuted by additional information obtained during other selection procedures,

especially the comprehensive background investigation and polygraph examination. In other words, for those who meet minimum standards on the evaluation as a “Suitable” or “Suitable with Reservations,” the report becomes an investigative tool for background investigators and selections units, using this manual as a guide.

- ◆ For applicants meeting the minimum standard of evaluation with ratings of “Minimal Risk” or “Moderate Risk,” it is extremely important to thoroughly investigate and rule out to the extent feasible any deficit(s) described in the screening report. **We strongly recommend that a formal written policy be put in place, which assures the agency that any “Areas of Deficit” were appropriately addressed and substantiated or mitigated.** As most agencies know, we are more than willing to assist you in determining whether deficits are substantiated by other information the investigator has obtained.
- ◆ When other phases of the selection process generally support or validate an “Area(s) of Deficit” to a level of relative concern regarding ability to perform essential job tasks in a safe and effective manner, the agency should be cautious in considering that applicant for final hire. This recommendation also applies to applicants rated “Suitable” as well.
- ◆ The final determination of hire for applicants should be made after integrating and reviewing our screening report, including the Personal History Questionnaire completed by the applicant provided by our office, in conjunction with all other information contained in the agency selections file. Remember, the whole file is greater than the individual parts.
- ◆ We realize that some agencies may view our arriving at risk/suitability ratings as a mysterious or subjective process. Those of you who do frequently interact with our office know that the evaluation process is very comprehensive, thorough, objective, and usually very accurate. In addition, please beware final ratings are not simply determined just by the number of deficits or background events listed on a report. Sometimes an applicant can have a few deficits, but the deficits appear “mild” or “moderate” and not likely to significantly interfere with the applicant’s actual job performance. On the other hand, someone might have only one deficit or problem background event, but the deficit or event was very significant or severe. A person’s behavior is determined often by complex and multiple factors; therefore, we (and you) must weigh the gravity of an applicant’s deficits in context with their strengths and overall personality functioning.
- ◆ Some agencies have different rating and screening systems, so when reviewing reports from other agencies this must be kept in mind. It is up to each agency as to whether they are willing to share information on specific applicants with other agencies. Requests for an applicant’s report should be made to the applicable agency and not to our office. More than ever, recently passed laws make it very difficult for us to provide or discuss any applicant’s file with anyone other than the original referring agency. It is imperative that the agency consider federal and state laws prohibiting or limiting such activity. **Also, the reports are intended solely for the position and department considered at the time of evaluation.**

## LEPCA- Report Interpretation Manual

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- ◆ Members of the LEPCA staff are available to conduct trainings on how to best utilize the pre-employment psychological screening report. Dr. Mangan conducts regular background investigator trainings with Miami Dade Public Safety Training Institute, Broward College Public Safety Institute, and Palm Beach State College Public Safety Training Institute. During these trainings, Dr. Mangan and additional LEPCA staff are available to educate agency investigators, command staff, Human Resources coordinators, and other decision-makers on the complete process of a pre-employment psychological evaluation. LEPCA encourages all agencies to collaborate with their selections team in order to make the most informed hiring decisions and to mitigate negligent hire.
- ◆ The psychological traits commonly discussed and investigated during a pre-employment psychological evaluation are discussed in this section. The standardized objective test procedures for a post-conditional offer evaluation include the administration and interpretation of a minimum of two or more tests/questionnaires which identify and assess "normal" suitability characteristics and "abnormal" emotional/psychological traits.
  - ◆ "Normal" suitability traits to include but not limited to maturity, responsibility, socialization adequacy, flexibility, general academic potential, interpersonal conflict measures (assertiveness, moodiness, social alienation, family discord), poor impulse control (anger/hostility patterns), need for high levels of excitement, tendency to be very passive or aggressive in the face of conflict, social ability, initiative/goal orientation, strong racial or ethnic prejudice, job performance predictions of absence, lateness, and disciplinary actions.
  - ◆ "Abnormal" emotional stability/psychological traits psychosis, significant neurotic symptomatology (phobic personality, undue suspiciousness), mood disorders (anxiety, depression), panic disorders, post traumatic stress disorder, substance abuse, potential for harm to self/others, strong racial or ethnic prejudice, poor self-concept, job performance predictions of absence, lateness, and disciplinary, substance abuse tendencies.
- ◆ The important task of the psychological examiner is to integrate all information gathered during the evaluation process, including test results, interview presentation, and self-reported background information to substantiate or remediate any potential concerns through discovery of "behavioral anchors" or additional data points to support the concerns. In the case of a candidate exhibiting some concerns consistent with a higher risk for a sworn position, based on the higher-level stress, risk, danger, and responsibility of a sworn/armed position, the examiner may contact the agency to discuss the potential for an entry-level non-sworn position. On a case by case basis, an opportunity for an entry-level position could help remediate any high-risk, safety-related concerns through non-sworn public safety experience in a lower-risk position (Public Service Aide) or more controlled, closely supervised environment, albeit stressful, such as Communications Operator.

### **Risk Rating Definitions**

As previously mentioned, our evaluation reports are intended to be used as an investigative tool for selections personnel when a candidate meets minimum agency standards with "Minimal Risk" or "Moderate Risk" outcome. It is very important for selections personnel to carefully review the report and investigate these deficits to determine whether they are generally substantiated or refuted by additional information obtained during other selection procedures, especially the comprehensive background investigation and polygraph examination. LEPCA is available to discuss the findings of each report to assist in integrating all data points of the selections process.

**MINIMAL RISK:** A "Minimal Risk" rating is given to candidates with limited job-related risk factors concerning their ability to handle the applied for position. These candidates demonstrate a likely probability of successfully completing the selection process and performing their public safety job satisfactorily. Despite this rating, the results and findings detailed in this report may indicate some reservations regarding areas of deficit and/or background material requiring further scrutiny by the agency. Any additional information discovered by the agency that was not divulged during this evaluation should be provided to this office for further consideration, as it may impact the final rating of this evaluation.

**MODERATE RISK:** A "Moderate Risk" rating is given to candidates who demonstrated potential mild to moderate risk factors placing them lower in hiring priority among the group of candidates who met minimum evaluation standards. Whether candidates with this rating are considered for hire should be a command policy decision based on factors such as manpower needs, available applicant pool and confidence in rookie training programs. The results and findings detailed in this report indicate some reservations regarding areas of deficit and/or background material requiring further scrutiny by the agency. Any additional information discovered by the agency that was not divulged during this evaluation should be provided to this office for further consideration, as it may impact the final rating of this evaluation.

**HIGH RISK:** A "High Risk" rating is given to candidates when evaluation results demonstrate significant or multiple job-related risk factors/deficit areas. These candidates are less likely to complete the selection process successfully and/or more likely to demonstrate a high propensity for performance problems in the applied for position. This rating applies only to the candidate's suitability for the specific position applied to and should not imply, in any way, that a candidate has serious mental health problems or psychological diagnosis. Rather, current evaluation results revealed serious risk factors for the applied for position in comparison to other applicants and those already satisfactorily performing the designated job, representing a potentially high risk for future job-related problems or sub-standard performance.

**INDEX**

The following Job-Related Traits and descriptive information was derived from the California Commission on Peace Officer Standards and Training (POST) Job Task Analysis.

- ◆ Spilberg, S.W. & Corey, D.M. (2014) Peace Officer Psychological Screening Manual. Produced by California Commission on Peace Officer Standards and Training (POST) Standards, Evaluation, and Research Bureau.

<b><u>Job Related Traits:</u></b>	<b><u>Page</u></b>
Integrity / Ethics	7
Impulse Control / Attention to Safety	8
Capacity for Responsibility / Judgment	9
Openness / Defensiveness	10
Emotional Regulation / Stress Tolerance	11
Tolerance / Social Competence / Teamwork	12
Avoidance of Substance Abuse / Maladaptive Behaviors	13
Learning Ability / Problem-Solving	14
Adaptability / Flexibility	15
Assertiveness / Persuasiveness	16
Conscientiousness / Dependability	17
Communication Skills	18

- ◆ Remember, we are readily available to assist you and clarify information contained in this guide. Please feel free to contact our office any time.

**Job Trait:****INTEGRITY / ETHICS****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Reports a history of lawful attitudes and conduct
- (+) Values honesty, has integrity, and does not blame others for mistakes
- (+) Follows rules as expected
- (+) Appreciates authority and is trustworthy
- (+) Respects others and is not deceitful or manipulative
- (+) Conscientious / reliable

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Could sometimes be viewed as charismatic, friendly and a good leader, but at the same time, demonstrate arrogance and believe the same rules for others' do not apply to them
- (-) May be deceitful, clever and manipulative behind a friendly and "smooth" front
- (-) Blames others for his/her mistakes and only feels guilty after being caught for wrongdoing
- (-) A tendency towards being rebellious and inconsiderate of others
- (-) May lack loyalty and use relationships for personal gain
- (-) May gravitate to a negative crowd and believe bending rules is okay
- (-) May have underlying resentment of authority and feel discriminated against or victimized
- (-) Could be a "crash and burn" type of officer, seemingly productive and adventuresome in style but having difficulty slowing down or dealing with detailed regulations
- (-) Likes power and control over others, and in extreme cases, may be abusive towards others
- (-) In very extreme cases, may be capable of committing serious crimes
- (-) Feels the world owes them something
- (-) Could hold prejudices and hostility towards specific groups of people

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Frequent minor violations of the law, such as traffic violations, petty theft, etc.
- Arrest(s) or frequent brushes with the law or past or present delinquent behavior
- History of job instability and conflict with supervisors
- Currently associates or has associated with persons of questionable character
- History of serious rule violations or significant disciplinary problems in high school
- Frequent family/relationship problems such as divorce, conflict with friends, sexual promiscuity, and in extreme cases, domestic violence
- Risk-taking behaviors such as experimenting with illicit drugs or excessive alcohol consumption may be indicated
- Poor handling of money matters or over-spends for unnecessary things
- Poor driving record (e.g. license suspensions)
- Trouble passing polygraph examination
- Caught in lies or half-truths during interview/omissions or inconsistencies on applications
- In extreme cases, may feel alienated from the main-stream society and associate or have sympathy for extremist groups

**Job Trait:** **IMPULSE CONTROL / ATTENTION TO SAFETY****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Ability to think through situations in a logical progression before acting or engaging in high-risk behavior
- (+) Ability to control anger and remain level-headed when provoked
- (+) Capacity to direct others without becoming overly aggressive
- (+) Demonstrates adequate maturity
- (+) Demonstrates adequate decision-making and readiness for a critical job
- (+) Calm and sensible approach to conflicts
- (+) Pays attention to detail and is disciplined

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Often described as somewhat impulsive, easily excited and a high-risk taker, possibly even clever and deceitful to get their way
- (-) Likable but may tend to be immature and still “growing up”
- (-) Shows a need for high level of excitement and inability to deal with boredom or detailed tasks
- (-) Under stress, may exhibit a low frustration tolerance, poor judgment, and act impulsively
- (-) May be productive but described by others as an “up” and “down” moody person
- (-) May be described at times as childish, over-emotional, and may have trouble being patient or dealing with structured rules
- (-) May demonstrate carelessness and inattention to detail or safety procedures
- (-) May be vulnerable to associating with a negative crowd or those of poor character
- (-) May be described by others as outgoing and confident, but very competitive and socially aggressive
- (-) May seek out dangerous or high-risk activities

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Parties/Socializes too much/places themselves in risky situations
- Described as friendly and fun but can display explosive temper
- May have a poor driving record and enjoy driving fast
- Frequent change of jobs due to a need for excitement and to quickly make more money
- May be status-oriented (nice cars, house, clothes, status symbols, etc.)
- Over-uses credit and spends beyond their means
- Evidence of a greater incidence of aggressive or hostile incidents such as verbal arguments, fights or domestic conflicts/domestic violence
- Accident prone due to excessive risk-taking
- Overuse of credit cards/ loans
- May lack loyalty in relationships and “dump” people when relationships become mundane
- May be sexually promiscuous
- Propensities towards high risk-taking behaviors such as excessive use of alcohol or other chemical substances

**Job Trait:****CAPACITY FOR RESPONSIBILITY / JUDGMENT****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Ability to process essential information quickly and make sound decisions
- (+) Ability to be realistic and have a mature approach to problem-solving
- (+) Is observant, alert, and quick to respond to the subtleties of others' behavior
- (+) Possesses adequate readiness for a critical job
- (+) Is a clear-thinker
- (+) Hard working and self-motivated
- (+) Pays close attention to details
- (+) Conscientious attitude towards meeting personal and work responsibilities
- (+) Goal Oriented

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Unable to utilize resources to make appropriate and sound decisions
- (-) Unable to work independently in situations that are vague and lacking clear-cut solutions
- (-) Often described as careless and prone to making mistakes
- (-) Often described by others as lazy, immature, rebellious or unconcerned about responsibilities
- (-) Easily distracted and discouraged
- (-) Lack of productivity/initiative
- (-) Insensitivity towards others' problems
- (-) Unsophisticated and not realistic about his/her abilities or shortcomings
- (-) Could lack life and/or job experience

**Specific background information/events to substantiate or support a deficit in the above trait:**

- History of poor job performance or not moving ahead in a job (e.g. not receiving timely promotions at work)
- History of underachieving both at work and in school
- History of poor decision making/poor choices
- History of rule violations and disciplinary actions
- Lack of accomplishments or achievements
- Careless and repeats same mistake
- Disorganized and “sloppy” in carrying out responsibilities/loses or misplaces things
- Job application incomplete/contains mistakes
- Missing or late to appointments
- Late to work or excessive absenteeism
- Unwilling to go the “extra mile” or go out of their way to meet job responsibilities
- Not able to recognize expectations others' have of them.
- Forgets to do things

**Job Trait:** **OPENNESS / DEFENSIVENESS****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Ability to be honest and realistic about one's limitations and shortcomings
- (+) Can admit mistakes and receive corrective feedback
- (+) Demonstrates adequate psychological sophistication and does not think in an overly rigid or stereotypic manner
- (+) Able to self-disclose and answer written questions on the psychological evaluation without undue defensiveness

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Strong intentional attempts to make a good impression and to deny faults most people admit to
- (-) May try to outsmart tests by presenting an extremely positive front
- (-) Lack of psychological sophistication often associated with limited life experiences or low learning ability
- (-) Views the world and themselves in an overly simplistic "good" versus "bad" manner
- (-) Has a rigid way of thinking and may hold many stereotypes
- (-) May harbor underlying suspicious ideas and general distrust of others
- (-) In extreme cases, may be described as a "liar" or as being untrustworthy or dishonest
- (-) Difficulty understanding and accepting criticism

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Check polygraph results carefully for evidence of deception
- Check carefully for discrepancies in information provided by the applicant during the selection process
- History of difficulty with past polygraph evaluations
- Only reveals very limited or "safe" information during interviews
- Overly polite and "eager" to say the "right" thing but hard to get to know the person's true opinions and beliefs

**Job Trait:      EMOTIONAL REGULATION / STRESS TOLERANCE****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Ability to keep emotions and worries from affecting job performance
- (+) Does not reveal strong proneness towards stress-related ailments and can face traumas of the job
- (+) Possesses adequate confidence and self-esteem to solve problems without becoming overly demanding or dependent on others
- (+) Anxiety level is not unduly high

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Lack of self confidence
- (-) Complaints of physical problems which are associated with stress such as headaches, stomachaches, etc.
- (-) During periods of high stress, increased frequency of disturbed sleep, loss of appetite, irritability, and perhaps withdrawal from friends
- (-) A tendency to deny problems and use physical symptoms as an excuse for difficulties
- (-) Over-sensitivity to personal faults
- (-) May demonstrate immaturity and emotional outbursts especially when under stress
- (-) May try to manipulate and control others by gaining their sympathy or producing guilt
- (-) May become very nervous and worry excessively over problems
- (-) May be prone to burnout (heart disease, ulcers, etc.) because of inability to relax
- (-) Seems overly idealistic and unrealistic about many things

**Specific background information/events to substantiate or support a deficit in the above trait:**

- History of counseling for personal concerns and in extreme cases, suicidal gestures or attempts
- Excessive absenteeism or injuries on the job due to stress related symptoms
- May have specific phobias, such as fear of heights, close spaces, and so on
- Past traumatic events such as physical, sexual or emotional abuse
- Serious past or present family conflicts
- Trouble with polygraph because of nervousness
- Seems too sensitive, nervous or “nice” to be a law enforcement officer
- May have fear of guns and seem overly hesitant to use lethal force, when necessary
- Could be going through a situational crisis i.e. divorce, death in family, money problems etc.

**Job Trait:** **TOLERANCE / SOCIAL COMPETENCE / TEAMWORK****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Ability to demonstrate understanding and tolerance towards others
- (+) Works well in group settings
- (+) Open-minded and feels comfortable with a wide range of people
- (+) Does not view others in an overly suspicious or cynical manner
- (+) Demonstrates adequate communication skills and interest in people
- (+) Puts organizational goals ahead of self/individual goals

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Described as shy, serious, reserved, and uncomfortable around people
- (-) Could be intolerant, critical, unsympathetic or suspicious of others
- (-) Could display cynical or skeptical attitudes from job burn-out
- (-) May quickly become verbally aggressive when authority is challenged
- (-) Difficulty participating as a team member and inability to form adequate social networks during times of stress
- (-) May have difficulty developing close relationships and communicating understanding of others
- (-) Has narrow interests or described as stubborn and resistant to new ideas
- (-) May harbor stereotypes or prejudice toward others from different cultural or social backgrounds
- (-) In extreme cases, can become over-reactive to negative comments by others

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Maintains few friendships and interacts mostly with only “people like themselves.”
- Has history of participating in few group or community activities (school teams, clubs, etc.)
- Few experiences and contacts with people of varied cultural backgrounds
- Seems somewhat suspicious, guarded and cautious with others
- Frequently complains or generally critical about others
- May present in an authoritative, combative, defensive, or evasive style
- Presents poorly or hard to really get to know the person during oral interview
- In more extreme cases, person could be rude, harsh, abrasive, and/or dismissive of others

**Job Trait: AVOIDANCE OF SUBSTANCE ABUSE / MALADAPTIVE BEHAVIORS****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Demonstrates a personality type and behavioral style which is not prone to inappropriate or excessive use of alcohol and other chemical substances
- (+) Has the necessary personal resources to not engage in self-destructive habits (gambling, etc.) or dysfunctional relationships which may interfere with job performance

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Descriptions of the applicant as being overly reckless, impulsive, and excessive risk-taking in style
- (-) May be seen by others as "moody" and solves problems through seeking escape or excitement through questionable activities
- (-) May enter quickly into self-destructive and volatile relationships with others
- (-) Misses work duties due to alcohol use/or other similar behavior
- (-) Susceptibility to addictive behaviors
- (-) Periodically behaves in a way that results in embarrassment or damaging to personal or agency reputation

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Excessive under-age alcohol consumption or started using alcohol at a very young age
- Enjoys gambling and has money problems
- Unstable/volatile family relationships
- Periodic problems with the law
- Disciplinary problems at work
- Family history of alcohol/substance abuse
- Excessive use of over the counter or prescription drugs
- Actual current or recent abuse of alcohol/illicit drugs
- In extreme cases, history of episodic violent outbursts especially during period of alcohol/drug ingestion (i.e. domestic violence, bar fights, etc.)
- History including Driving Under the Influence or Driving While Intoxicated

**Job Trait:** **LEARNING ABILITY / PROBLEM SOLVING****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Capacity to easily learn new things and acquire basic knowledge during training
- (+) Ability to follow directions and deal with complex situations
- (+) Demonstrates proficiency in academic subjects such as reading, spelling, and math

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Problems passing entry level public safety examinations
- (-) Description of the applicant as being dull, not too bright, or as experiencing difficulties in intellectually demanding situations or in understanding complex situations
- (-) Little interest in cultural or academic matters and little interest in reading
- (-) Poor academic performance in the academy
- (-) Difficulty following detailed directions or instructions
- (-) Difficulty learning to use equipment such as mastering the radio
- (-) Difficulty passing the state required exam for law enforcement officer

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Demonstrated difficulty passing the academy, entry level exams, and state required exams
- Poor writing skills/preparation of reports
- Poor schoolwork with school grades typically "C" or lower
- School records indicating poor scholastic achievement, learning difficulties, or flunking of grades
- Written productions characterized by poor grammar, frequent misspellings, and poor organization of the content
- Poor communication skills and/or difficulty with verbal expression
- Problems with geography i.e. finding locations quickly/mastering use of equipment
- Requires close supervision and often has to be provided remedial training
- Problems with multi-tasking or complicated directions

**Job Trait:** **ADAPTABILITY / FLEXIBILITY****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Capacity to respond and adapt to changeable situations and circumstances at work
- (+) Ability to be resourceful when facing new or unstructured situations
- (+) Not unduly rigid or stubborn
- (+) Willing to carry out a wide range of work assignments
- (+) Open to new ideas and innovation

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Tendency to be inflexible and sometimes stubborn in style
- (-) May lack creativity or spontaneity
- (-) During circumstances that are not routine or ordinary, independent decision making and efficiency diminishes
- (-) May demonstrate rigid and conservative attitudes
- (-) May become impatient towards others for minor indiscretions and mistakes
- (-) Over dependent on quasi-military structure and efficiency declines rapidly when directions are not clearly defined
- (-) Can be intolerant of others' minor faults
- (-) Trouble adapting to or accepting new or innovative ways to do things

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Described by others as liking or needing excessive structure
- May tend to have difficulties readily self-disclosing and may keep emotions hidden
- Past difficulty adapting to new jobs, environments, or situations
- Past difficulty with getting along with others (co-workers, colleagues, friends, etc.) due to stubbornness
- Does well with repetitive and structured guidelines but has difficulty working independently.
- Must do one thing at a time and has trouble multitasking
- Gets upset with others who interrupt them
- May become hesitant about willingness to take on new or additional job responsibilities
- Set in ways and slow to accept innovations on the job
- Unwilling to consider opinions different from their own
- Occasionally, in unstructured or threatening situations, could become overly self-protective and aggressive
- Needs uniform and authority for self-esteem/feel in control

**Job Trait:** **ASSERTIVENESS / PERSUASIVENESS****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Ability to show assertiveness and act decisively when necessary
- (+) Able to persuade/mediate disputes and conflicts
- (+) Belief in one's abilities and does not shy away from new or challenging work assignments
- (+) Demonstrates a high level of productivity and can work independently
- (+) Possesses good social poise

**Counterproductive job behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) May lack ambition, or present as awkward and somewhat apathetic
- (-) May lack aggressiveness and function poorly in unstructured situations
- (-) May demonstrate poor social poise and communication skills
- (-) Difficulty in completing tasks, especially where achievement through independence is stressed
- (-) May demonstrate low level of productivity
- (-) May not show a strong interest in learning or improving skills
- (-) May be a limited independent thinker and be dependent on being told exactly what to do
- (-) Could create problems or a crisis through inaction or responding too slowly

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Described by others as being self-doubting, lacking in initiative and having narrow interests
- Described by others as being more of a follower than a leader
- Low productivity on the job
- Described as others as being overly dependent on guidance and direction from others
- Lack of progress on the job due to limited assertiveness
- History shows no indication of ever being in a leadership position
- Described by others as a person who needs to be told what to do
- Does not always complete their goals or gives up on things

**Job Trait:** **CONSCIENTIOUSNESS / DEPENDABILITY****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Exhibits diligent, reliable, conscientious work patterns
- (+) Pays close attention to details, agency rules, regulations, and policies
- (+) Performs assigned tasks in a successful and timely manner
- (+) Takes pride and accountability for one's work and analyzing mistakes to learn from them
- (+) Stays organized and focused on the task at hand
- (+) Maintains a punctual and reliable attendance record
- (+) Persevering and willing to go the extra mile to accomplish work goals, with minimal supervision

**Counterproductive behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Lax about responsibilities and obligations
- (-) Unreliable team member
- (-) Difficulty meeting deadlines
- (-) Frequently late to appointments or other events
- (-) Unwilling to go the "extra mile" when needed
- (-) Avoids or resents demands of others
- (-) Inattention to details
- (-) Seems to be disorganized or misplaces things
- (-) Easily distracted or frustrated
- (-) Does just what is necessary to get by
- (-) Mistake prone or careless
- (-) Relies on others to be reminded of responsibilities
- (-) May be viewed as lazy or unproductive

**Specific background information/events to substantiate or support a deficit in the above trait:**

- Job application contains mistakes or evidence of carelessness
- Late to required appointments without a good reason
- Slow to provide documents or other information
- Below or very average grades in school
- Ignores or does not pay close attention to directions
- Poor credit rating or pays routine bills late
- Counseled at a job for being late or absent too much
- Counseled at a job for careless mistakes
- History of not finishing what they start (school, job training, sports, etc.)
- Inattention to obvious spelling or grammatical errors
- Seems to lack motivation to excel at things
- History lacks many achievements, difficult accomplishments or special honors
- Described by others or co-workers as very average or needing prodding to get things done
- Might ignore or not pay close attention to instructions or directions

**Job Trait:****COMMUNICATION SKILLS****Positive job behaviors expected when an applicant DOES NOT demonstrate a deficit in the above trait:**

- (+) Ability to express self effectively with verbal and written communication
- (+) Communication, both verbal and written, is well thought out and organized
- (+) Communication is complete and accurate

**Counterproductive behaviors expected when an applicant DOES demonstrate a deficit in the above trait:**

- (-) Uncommunicative or extremely reserved demeanor
- (-) Avoids group interactions where speaking is required
- (-) Has difficulty expressing ideas and thoughts
- (-) Verbal fluency is poor
- (-) Disorganized and inaccurate written communication (reports)

**Specific background information/events to substantiate or support a deficit in the above trait:**

- History suggests preference for jobs and activities where interaction with others is limited
- Multiple corrective counseling statements or "re-phasing" due to poor writing skills, inaccurate reports, inattention to details in a report (facts, grammar, etc.)
- Could be excessively shy or quiet during interview process
- Gives very brief answers to questions and trouble elaborating on responses
- Speech pattern may be halting, uneven or stutter is noticeable
- Limited social relationships and hard to get to know person
- Unusually nervous or uncomfortable when interacting with others
- History suggests limited ability to reach out to a support group during times of stress
- Difficult to understand person's verbalizations
- English language deficiency

### **Exhibit 3.7.3.3 - Sample Report and PHQ**

LEPCA will make available report and evaluation materials 24-48 hours after the date of evaluation, or sooner upon request. The data requested in 3.7.3.3.7 is provided by submitting the candidate's background questionnaire/report (PHQ) by the close of business on the day of evaluation through a secure, 2-factor authentication website scheduling system accessed by designated BSO Human Resources personnel through secure user access. The final integrated evaluation report will be posted within the 24-48 hour window in the same manner as the PHQ.

The following pages include a sample final report and blank Personal History Questionnaire (PHQ) for agency consideration regarding testing data and materials provided to agency within 24-48 hour window.

The reviewers will notice pages 2-6 of the included PHQ contains the LEPCA's disclosure and consent forms for the evaluation process, covering purpose of evaluation, limits of confidentiality, client of record, etc. Additionally, the candidate reviews and completes the Authorization to Release Protected Healthcare Information based on post-conditional offer medical inquiries.



## Pre-Employment Psychological Screening Report

### Full Post-Conditional Offer

**CONFIDENTIAL**

**NAME:** XXXXX XXXXXXX  
**ID#:** XXXX-XXXXXX  
**AGENCY:** XXXXXX Sheriff's Office  
**POSITION:** Deputy Sheriff  
**DATE OF TEST:** XX/XX/2024  
**Testing Proctor:** Mayte Aponte

#### Important Information:

This pre-employment psychological evaluation and report is intended only for psychological suitability screening to identify potential risk factors, traits, and attributes associated with satisfactory or below standard performance for the public safety position applied to. This pre-employment psychological evaluation should be one part of a comprehensive selection system conducted by the referring agency. Final ratings and any comments made in this report are based on this candidate's responses on a battery of standardized objective psychological tests, a personal history background questionnaire, and a semi-structured interview focused on job-relevant elements. Psychological ratings should be viewed in the context of probable risk and suitability, and the hiring agency must decide upon employment standards and make final hiring decisions.

- Access to this report should be strictly limited to only essential personnel within the selections process and stored in a confidential medical file separate from other personnel information.
- It is understood that this is a post-conditional offer evaluation, and the hiring agency has provided the candidate a bona fide Conditional Offer of Employment per the Americans with Disabilities Act (ADA).
- This assessment and report should not be considered valid for use after one year from date of testing.
- This report is intended for use solely by the referring agency and access to this report should be limited to relevant agency personnel.
- The following pages provide a summary of evaluation findings and a signed copy of the candidate's Personal History Questionnaire (PHQ) is also submitted.
- All agency personnel involved in this candidate's investigation and selection process should carefully review this report and the candidate's PHQ to find potential discrepancies with information collected by the agency during background investigations.
- If any discrepancies are discovered through investigation, this office should be contacted immediately with the information, as it could potentially affect the overall final rating.
- Please contact our office with any further questions or need for clarification about a candidate's report.

9960 N.W. 116<sup>th</sup> Way  
 Suite 12  
 Medley, FL 33178

305-442-8800 ph.  
 305-442-4469 fax  
[www.lepca.com](http://www.lepca.com)

### Summary of Evaluation Results

This candidate was referred by the XXXXXXXX Sheriff's Office for a post-conditional offer of employment job-related psychological evaluation for the position of Deputy Sheriff. Before initiation of the evaluation, standard instructions were provided to the candidate and appropriate Consent Forms were signed and obtained, including the Statement of Understanding and Informed Consent and Authorization to Use and Disclose Protected Healthcare Information. The following standardized objective battery of tests and procedures were administered: California Psychological Inventory-Police & Public Safety Selection Report (PPSSR), Personality Assessment Inventory-PPSSR, and a Semi-Structured Post-Conditional Offer Clinical Interview with a licensed psychologist trained in public safety selection. Additionally, a supplementary objective test instrument Public Safety Screening Inventory was administered. A final rating was determined after review of the aggregate of information gathered from all phases of the evaluation.

The following job-relevant comments and details are provided to the report user to elaborate, as necessary, the reason(s) for this candidate's final rating and for additional agency investigation of specific events when required. This report was designed with careful consideration of the Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA), Genetic Information Nondiscrimination Act (GINA), and recent legal rulings pertaining to reporting job-related psychological evaluation findings to employers. The candidate's Personal History Questionnaire (PHQ) is included as an additional reference source for the agency. All agency personnel involved in the investigation/selections process should review report findings and PHQ. For further clarification of a candidate's report or to communicate any inconsistencies or relevant information discovered by the agency during investigation, please contact our office for further review and consideration.

#### Relevant Background History (see attached PHQ for detail):

\* Note: Agency should compare LEPCA background questionnaire (PHQ) with agency information to investigate any inconsistencies. Please contact our office in case of noteworthy inconsistencies.

1. Seven or more traffic tickets (lifetime)	PHQ Page 10
2. License Suspension(s)	PHQ Page 10
3. Illicit drug use	PHQ Pages 11-12
4. Fired or forced to resign from a job(s)	PHQ Page 15

#### Validity Statement:

Standardized objective test results demonstrated elevated defensiveness and suggested the candidate made an attempt to present an overly favorable impression. However, the level of defensiveness was not so extreme or unusual for a job-related evaluation to consider test results unreliable for interpretation. Nonetheless, caution should be taken.

#### Job-Related Personality/Interpersonal Deficits:

\* Note: These "Deficits" will be classified as Mild, Moderate, or Significant. They are determined by the aggregate of information collected from standardized personality profiles, self-reported personal history and a clinical interview. In addition, possible characteristics of each deficit are provided in italics for further agency investigation.

#### Deficits Mildly Indicated: (Possible characteristics noted):

- **Openness / Defensiveness:** *(Possible Characteristics: Guarded; Reserved; Denial of Common Shortcomings; Overly Inflates Abilities; Evasive; Reduced Test Profile(s) Validity; etc.)*

XXXX XXXXX

Page 3 of 4

Deficits Moderately Indicated: (Possible characteristics noted):

- **Adaptability / Flexibility:** (Possible Characteristics noted: *Rigid; Over-controlled; Overly cautious; Slow to adjust, adapt to complex situations or socially connect with others; Overly self-critical; etc.*)

Final Rating:

## MODERATE RISK

A "Moderate Risk" rating is given to candidates who demonstrated particular mild to moderate risk factors placing them lower in hiring priority among the group of candidates who met minimum evaluation standards. Whether candidates with this rating are considered for hire should be a command policy decision based on factors such as manpower needs, available applicant pool and confidence in rookie training programs. The results and findings detailed in this report indicate some reservations regarding areas of deficit and/or background material requiring further scrutiny by the agency. Any additional information discovered by the agency that was not divulged during this evaluation should be provided to this office for further consideration, as it may impact the final rating of this evaluation.

Special Comment:

Any deficits noted in the "Job-Related Personality/Interpersonal Deficits" section of the report were determined after a review of the aggregate of information collected from the entire assessment, including standardized objective test results, clinical interview, and self-reported background information. Deficits labeled as "Mild" to "Moderate" should be considered as potentially at-risk job-related traits but were not as strongly pronounced as a "Significant Deficit."

Overall, this candidate presented as polite, cooperative, personable, and professional, reporting mostly positive background, other than a history of approximately seven traffic violations with last in 2020 (five non-moving), license suspension (2018) due to insurance clerical error, and marijuana use one time during high school with friends (2017). He appeared forthright and accountable regarding this information and denied any similar issues or concerns since that time.

This candidate reported a mostly positive work history in client services as a XXXXX with XXXXXXX for a period of three years (2017-2020), including supervisory experience for approximately eleven months prior to his resignation. He reported a voluntary resignation on good terms after he was hired as a Police Officer recruit/trainee with XXXXXXXX Police Department. He attended the XXXXX XXXXX Police Academy, reported positive academic performance, denied demerits or disciplinary concern, and successfully completed the state certification examination on first attempt.

This candidate reported positive adjustment during his first phase of Field Training; however, during his second phase, he acknowledged difficulties with command presence and adjusting to the expectations of his Field Training Officer (FTO). He claimed he was re-phased toward the end of his training to improve on confidence and command presence to meet the standards and expectations of the agency, but ultimately did not receive passing evaluations from his FTO. As a result, he separated from the agency in lieu of termination (2021). He appeared forthright and open regarding this information, indicating he diligently worked on improving his presentation to meet the expectations of his FTO, offered to participate in more calls/training, and felt he would have continued his improvement with additional time. Since that time, he reported positive work experience as an Armed Security Officer with XXXXXXX transit system and openly discussed difficult and stressful work-related situations he actively deescalated with positive outcome. At this time, he believes the two years of additional experience in a similar position has benefited him with continual growth in the areas of deficit indicated by his previous employer. The referring agency should carefully review this information and his work history to confirm his report and mitigate any additional concerns.

This candidate's current standardized objective test results do not indicate any significant emotional instability or psychological concern. Nonetheless, he demonstrated elevated defensiveness on one, but not all, of the test instruments administered. As such, this provides partial support for the deficit area indicated. However, he presented as open and forthright during the interview, exhibited a more open approach with other test instruments, and reported that his approach to testing was open and honest as well. The referring agency should carefully check his self-reported background information and other materials from the selections process for any evidence of omissions, deception or inaccurate information.

With the caution for defensiveness noted, results also provided mild to moderate support suggesting that he may present as rigid or reserved at times, overly cautious, and/or slow to adjust to complex situations. Although his reasons for not meeting Field Training standards with XXXXXXXX provides partial support, he denied any similar work-related issues or performance problems with his previous employer or in his current armed security position. Furthermore, he appears motivated to continue his professional and personal growth, which he claimed was improving during his final phase with XXXXXXXX.

It is strongly recommended that the agency carefully review this report and investigate his background to further substantiate or rule out the deficits in order to determine whether he meets agency standards for final hire. Any additional information discovered during investigations that was not divulged by the candidate during this evaluation should be provided to our office for further consideration. If any additional background information or evidence is discovered during the subsequent investigation which may substantiate the deficit areas noted, caution should be taken prior to consideration for final hire. If considered for final hire, he should be observed closely during training phases of employment to assess the effect of this potential deficit on actual job performance.



Evaluator:

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Brian Mangan, Psy.D., ABPP  
Board Certified in Police & Public Safety  
Psychology  
Licensed Psychologist



# Law Enforcement Psychological & Counseling Associates, Inc.

9960 NW 116<sup>th</sup> Way, Suite 12  
Medley, FL 33178

## PERSONAL HISTORY QUESTIONNAIRE (PHQ) PUBLIC SAFETY CANDIDATES

### POST-CONDITIONAL OFFER OF EMPLOYMENT (One-Step Full Evaluation)

TODAY'S DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

NAME: \_\_\_\_\_  
FIRST \_\_\_\_\_ MI \_\_\_\_\_ LAST \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

Last 4 digits of SS#: XXX - XX - \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Age: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Sex (Circle): M F

Marital Status (Circle): Single Married Divorced Separated Widowed

Highest Education (Circle): GED High School Associate Degree Bachelor's Degree Master's or Higher

Please indicate with "X" any previous experience in: MILITARY \_\_\_\_\_ PUBLIC SAFETY \_\_\_\_\_

ETHNICITY: Caucasian ( ) African American ( ) Hispanic ( )  
Haitian ( ) Amerindian ( ) Asian ( ) Other: \_\_\_\_\_  
Specify \_\_\_\_\_

AGENCY APPLYING TO: \_\_\_\_\_ POSITION: \_\_\_\_\_

\*\* Have you ever been to this office or any other LEPCA office before for any reason including a pre-employment psychological screening, fitness for duty evaluation, critical incident stress debriefing, or mental health counseling? Y or N

## **STATEMENT OF UNDERSTANDING AND INFORMED CONSENT**

### **Between Examiner and Examinee**

**Overview of Evaluation:** I understand this pre-employment psychological evaluation is required by and part of the selection process for employment with the agency I am applying to. This evaluation is being conducted at the request of the agency and as part of the agency's employment and hiring process. This evaluation is for the agency's sole use. This evaluation is Post-Conditional Offer of Employment (COE) per the Americans with Disabilities Act (ADA), and you should have already received a COE from the referring agency. The only purpose of this evaluation is to assess my psychological suitability and potential risk factors for the applicable position. The referring agency is the client of record and Law Enforcement Psychological and Counseling Associates (LEPCA) is the examiner of record. Therefore, you will not contact the examiner, the examiner's office, or any representative of the examiner's office, to obtain any information as a result of this evaluation.

**Evaluation Procedures:** I understand this evaluation utilizes the administration of several standardized psychological instruments, a personal background questionnaire, and an individual and personal interview with a licensed psychologist trained in public safety assessment and screening. As required and authorized by the agency, some of the written and interview questions may relate to private and protected healthcare information, and I understand the importance of answering questions honestly. As with any hiring procedure, I have the right to refuse this evaluation or terminate the evaluation at any time. However, I understand that refusal to complete this evaluation including, but not limited to, the standardized psychological testing, background questionnaire, and the interview, could have negative implications to the hiring process as determined by the referring agency.

I further understand that a separate Authorization to Use and Disclose Protected Healthcare Information (PHI) form is contained in this packet for my review and signature. Should I choose not to sign the authorization to release protected healthcare information, the evaluation will not be conducted. Additionally, failure to comply with the provision of any additional evaluation relevant information requested during the assessment may result in a delay of evaluation results or an inconclusive determination regarding my suitability for this position. My refusal or failure to comply with the evaluation process could have negative implications in the hiring process conducted by the agency.

**Limits of Confidentiality:** As this test is given at the request of the agency, and as a result, I understand confidentiality and the Doctor-Patient relationship between a psychologist and a client does not apply to this evaluation. This evaluation is not for the purpose of providing any treatment, healthcare, or therapy. Therefore, I acknowledge and understand that a written and/or oral record of findings of this evaluation shall be provided to the applicable agency. The information shared with the agency could include job relevant protected healthcare information including, but not limited to, drug usage and alcohol consumption habits. Additionally, the information shared with the agency may contain, among other things, background information, along with any other information deemed relevant, and consultative ratings as to my suitability for the agency and position for which I am applying.

The hiring agency may authorize release of the records associated with this assessment, including any written report, to any other qualified professional. Circumstances leading to such an authorization may include a mandatory fitness-for-duty evaluation, disability claim, or other medical evaluation. State law also may require disclosure of otherwise confidential information for reasons associated with, but not limited to, risk of child abuse, a threat of serious harm to self or others, or court order. Some or all the information I provide may be used for psychological research concerning test validation, recruitment, selection, and performance of public safety employees. In the event information from my evaluation is used for research purposes, procedures will be put in place to help ensure that my identity is not revealed. Participation in research is completely voluntary, and if I do not wish to participate, I will let the testing coordinator know.

**Report of Findings and Conclusions:** Following the completion of the examination, LEPCA will provide the agency a written report of relevant findings and conclusions relating to their opinion about my suitability for this position, pursuant to the attached authorization. This report is necessary to fulfill the purpose for which I have been referred. The report necessarily will contain private information, but LEPCA will make a good-faith effort to restrict the disclosure of private

information to the minimum necessary to satisfy the purpose of the examination and to support their findings, conclusions, and recommendations. I acknowledge and understand that the referring agency makes the final determination as to my employment with that agency and determines the standards and psychological degree of suitability required for final hire. Regardless of the conclusions LEPCA communicates in their report, the hiring agency may choose not to rely on their findings and recommendation, in whole or in part, when deciding on my status. Alternatively, the hiring agency may rely entirely on their report. Thus, depending on their ultimate conclusions and recommendations concerning my suitability, and depending on the hiring agency's consideration of their conclusions and recommendations, the results of this examination may have a significant impact on my candidacy. I hereby release LEPCA, its associates, employees, and affiliates from any claims, damages, or causes of legal action related to the hiring agency's final decision regarding my employment based on the professional ratings, opinions, and conclusions as a result of this evaluation.

LEPCA's opinion concerning my psychological suitability for this position is NOT a statement or opinion about my general psychological health or emotional stability, nor is it a statement about my suitability for this position with a different agency or for a different position with the same agency. Rather, it is a statement only about the degree to which the full range of assessment information available to LEPCA provides evidence at this time of the psychological traits and competencies required for the position. If the findings of this evaluation are challenged in an adjudicative procedure or otherwise, LEPCA, at its discretion, may make full disclosure of any information obtained during this evaluation as necessary and/or required by law.

**Waiver of Access to Reports and Records:** This evaluation is being conducted solely to assist the hiring agency in determining my suitability for employment. The referring agency is the client of record and sole user of the report. Any findings or results of this evaluation may only be provided to the referring agency. I will not be provided with a copy of any report LEPCA provides the hiring agency concerning my suitability. Because the referring agency is the client of record, my authorization will not permit them to release or disclose the report to me or any third party.

I specifically waive any and all statutory rights to access and review personal health information or any other information as it pertains to this evaluation, if any, whether arising under state or federal statutory, regulatory or common law, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and Florida Administrative Rules, and therefore have no rights to access or review the notes, reports, tests, analyses, or other information generated in connection with this evaluation of my suitability for employment. Even if some of the information contained or produced in this assessment might otherwise be accessible to me, this information is inextricably interwoven with other confidential data to which I otherwise would not be entitled. Therefore, I agree to exonerate, release, and discharge LEPCA and the hiring agency, its officers, agents, or affiliates, from any claim or damages, whether in law or in equity, on behalf of myself, my heirs, agents, or assigns, for the refusal to make available any and all information contained in this preemployment psychological evaluation other than the final risk rating as permitted by hiring agency, with consideration from agency legal and administration.

**Treatment Information:** If I have undergone prior mental health treatment or psychological evaluations with another healthcare provider, I may be asked to sign an additional release(s) of information for LEPCA to obtain and review those records. I understand my refusal to provide this authorization may result in LEPCA being unable to complete my evaluation and could have negative implications to the hiring process, as determined by the referring agency. If a prior evaluation of me was conducted by LEPCA, I understand and acknowledge that LEPCA may review the record of that evaluation, in the completion of the current evaluation. I understand and agree that any relevant information from past treatment or evaluations may be referenced in my report to the referring agency.

**Redisclosure:** LEPCA will advise the referring agency to limit access to my report to relevant personnel involved in the hiring and selection process, and individuals authorized to view the report by the referring agency. However, once my report is submitted to the referring agency, LEPCA cannot guarantee or ensure the referring agency will not disclose the report itself or information contained within the report to another party. By signing this authorization, I expressly release LEPCA, its associates, individual members, and other associated affiliates, from any liability pertaining to the disclosure of any information once the report has been provided to the referring agency.

I understand that if I am offered employment with the referring agency, whether conditionally, or during a training or probationary phase, LEPCA may, when requested by the referring agency, discuss information obtained during this evaluation, with the referring agency and/or any individual(s) authorized by the referring agency.

**Genetic Information:** In accordance with the Genetic Information Nondiscrimination Act of 2008 (GINA), employers and other entities covered by GINA, Title II, are prohibited from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, during this screening process, LEPCA will not request or require any protected genetic information, which directly includes family medical information, such as the manifestation of a disease or disorder in family members. Additionally, I am not to provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

**Special Considerations:** I require no special accommodation to complete this evaluation due to any handicap and/or disability. I also confirm that there is no special reason (physical illness, etc.) why I cannot take this evaluation today. If there is a circumstance that prevents me from undergoing this evaluation today, I will let the testing coordinator, or an authorized LEPCA official know immediately.

If I have any questions regarding information contained in this *Statement of Understanding and Informed Consent*, I will let the testing coordinator or psychologist know now.

**Expiration Date:** This authorization may be revoked at any time, except when action has been taken in reliance on this authorization. Unless revoked earlier by me through a written request to LEPCA, this authorization will expire one year from the date of signing or will remain in effect for the period reasonably needed to complete this assessment.

**Note: If you do not have adequate time to review this form, if you do not understand it, or if you require additional time to consult with an attorney or other advisor, you may reschedule this examination for a later time by checking the first box below, initialing it, and immediately informing the psychologists, testing proctor, or administrative assistant.**

- *I require additional time to consult with my attorney or other advisor.*

\_\_\_\_\_ Initial only if you require additional time to consult with your attorney and inform the office manager now.

- *I have read, understand, and agree to the terms of the informed consent statement and waiver of my access rights. I do not require additional time to consult with my attorney or other advisor.*

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Candidate's Signature

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Candidate's Printed Name

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Date

**A COPY OF THIS FORM WILL BE PROVIDED TO YOU UPON REQUEST**

### **Authorization to Use and Disclose Protected Healthcare Information (PHI)**

I authorize Law Enforcement Psychological & Counseling Associates, Inc. and its agents (referred to as "LEPCA") to use and disclose findings and opinions concerning my past, present or future physical or mental health condition, as well as ratings, recommendations and comments as to my psychological suitability for the position I have applied for, to a designated representative of the agency that referred me for this evaluation. I further authorize LEPCA to disclose any relevant information from my evaluation to an agency representative during my training phases of employment, should I experience performance problems and remedial measures are being considered. This authorization does not authorize any of my prior or current health care providers to disclose personal healthcare records to LEPCA or my prospective employer without separate and specific written authorization, except as permitted by law.

I understand that the information disclosed to the agency may contain information of the type listed below. By placing my initials on the appropriate space below, I understand and agree that such information may be disclosed. If I refuse to disclose this type of information, then the evaluation will not be conducted, and the referring agency will be notified accordingly. I further understand that this refusal may have a negative impact on my job application, as determined by the agency. I hereby release LEPCA from any and all liability, or negative consequences resulting from my refusal to disclose this information:

**(Please initial to consent)**

Mental Health Information (you must initial this for evaluation to be conducted)

Alcohol/Drug diagnosis or treatment (you must initial this for evaluation to be conducted)

1. I understand LEPCA will make a good faith effort to only release that private information, which is relevant and necessary to address the purpose of the evaluation and to support the findings and ratings contained in the report.
2. I understand LEPCA will advise the agency to store my report in a confidential medical file separate from other personnel materials, and to make this information available only to those with a genuine reason to know. However, LEPCA cannot take responsibility or control how an agency will ultimately use the report and/or possibly release this report to another party once it is released to the referring agency. I hereby release LEPCA from any and all liability that might arise from an agency's misuse or unauthorized disclosure of information.
3. I understand that I will not receive a copy of my report from LEPCA and will not have the authority to compel LEPCA to release my report to any other party or third person. I specifically waive any and all statutory rights to access and review personal health information or any other information as it pertains to this evaluation.
4. I acknowledge LEPCA has no control over how the hiring agency uses the report once received. I understand the information used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. I expressly release LEPCA from liability for that redisclosure. However, I also understand that federal or state law may restrict redisclosure of mental health information and drug/alcohol diagnosis, treatment or referral information.
5. I do not have to sign this authorization. However, refusal shall result in the evaluation not being conducted, and at the agency's discretion, may have a negative impact on my employment application. If I do not sign this authorization form, I hereby release LEPCA from any and all liability from negative actions that may result from this decision.
6. I may revoke this authorization in writing at any time. If I revoke my authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with my permission cannot be undone. To revoke this authorization, please send a written notice stating that you are revoking this authorization to: Law Enforcement Psychological & Counseling Associates, 9960 NW 116<sup>th</sup> Way, Suite 12, Miami, FL 33178

**By signing below, I agree that I have read and understand the above information. Unless revoked, this authorization shall expire one year from the date signed below.**

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Signature of Candidate

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Date

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Printed Name of Candidate

**A COPY OF THIS FORM WILL BE PROVIDED TO YOU UPON REQUEST**

## TESTING INSTRUCTIONS

**\*\* Please read these instructions carefully, following these instructions is a critical part of the evaluation process**

**The department you are applying to makes the final decisions in the selections process and will contact you to let you know if you will continue in the hiring process. Do not contact this office regarding the results.**

1. The average candidate takes approximately 4-6 hours to complete the evaluation. Therefore, we would recommend completing the tests at a pace that would be natural and comfortable for you.
2. There is to be **NO TALKING** and **NO CELL PHONE USE** in the testing area once the testing process has begun (we will be collecting cell phones and tablets). We also require that candidates not discuss the contents of the tests among themselves.
3. You may take rest breaks if desired. You may bring snacks and drinks to help you get through the testing if needed. Restrooms are available outside of the testing room.
4. **\*Forms and test instruments are to be completed in the order they are placed in your folder.**

\*The Personal History Questionnaire must be filled out completely and using a **PEN** only. If there is a section that does not apply to you (i.e. military experience/public safety experience), please write N/A for "not applicable" at that section and move on to the next section.

\*When you complete all sections that apply, **be sure to sign and date the last page.**

\*Please read **CAREFULLY** and follow the directions for each test instrument. Carefully fill out and bubble in all identifying information on Scantron forms using **PENCIL** only. Please darken in your answers and **DO NOT MAKE ANY MARKS IN THE BOOKLETS.**

\*There are 2 dictionaries located in the testing room in case you need to look up any words that you are not familiar with. We recommend that you use these resources in order to give an accurate representation of yourself.

**Very Important when filling out Scantron forms for only the tests that you find in your folder:**

**CPI:** Refer to Agency Code list on desk and enter in "Agency Code"; Leave "Last 5 Digits" blank

**PAI:** Refer to Agency Code list on desk and enter in "Agency Code"; Leave "Last 5 Digits" blank

**PSSI:** \*Note: PSSI administered only to Law Enforcement and Correctional/Detention Candidates

- Your "I.D. Number" is your Social Security #
- Refer to Agency Code list on desk and enter in "Codes"
- For "Grade" bubble in:
  - 1** if applying for **Police/Trooper/Deputy Sheriff/Road Patrol**
  - 2** for **Corrections/Detention Deputy/Officer**
  - 3** for **Self-Sponsor Academy applicant**

If you have questions regarding what should be bubbled in, please ask the Testing Coordinator. Try to answer all test items, however if you leave an item blank make certain that the number of the next answered question matches the number next to the answer box.

5. Please place your completed forms, test booklets and answer sheets in the plastic basket on your desk as you finish each one. **PLACING COMPLETED ITEMS IN THIS BASKET IS EXTREMELY IMPORTANT.**

6. When you finish ALL the testing, any remaining materials in your basket should be placed in your folder and placed in the wire basket located in the back of the room. If you are still waiting to be interviewed by the psychologist, please have a seat in the room labeled **“Applicant Waiting Room”**.

**REMEMBER: DO NOT leave the office until all remaining materials have been turned in and you have been interviewed by a psychologist.**

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Print Name

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Signature

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Date

Filling out written forms correctly is an important function of being a public safety officer. Therefore, we ask that you follow all instructions and carefully read all questions. All of us have done some things in our past that we regret or perhaps wish we could change. Therefore, we ask that you answer the following questions in an honest and forthright manner. Please answer the items by circling Y (yes) or N (no) and where required filling in the necessary information. Should there be an item that you are uncertain how to respond, answer the best you can and an opportunity will be given in the interview for clarification. Except where specifically instructed otherwise, make sure you answer every question.

You may notice that an answer of “Y” or “N” on one question could automatically mean an answer of “Y” or “N” on a subsequent question. In those situations, we still want you to answer the subsequent question “Y” or “N.” For example, look now at questions 1-3 below. If you answer “N” to the 1st question on arrest history, you should still circle “N” on questions 2 and 3. Please be aware a copy of this questionnaire will be provided to the applicable public safety agency, so that the comprehensive Background Investigation can further review and verify the accuracy of the information you provide on this questionnaire. If this office becomes aware from any source that you omitted or distorted background information that is considered relevant to this evaluation, you understand that your final rating may be affected.

\*\*I have read the above and understand that if I deliberately withhold, falsify or otherwise provide misleading or incorrect information on this background form that my application for employment could be denied or terminated.

**Please Initial to Acknowledge Instructions:** \_\_\_\_\_

**LEGAL HISTORY**

1. Have you ever been arrested, or received a Promise to Appear (PTA), even if charges were dismissed or expunged? Y or N
2. Have you been arrested, or received PTA, more than 1 time, even if charges were dismissed or expunged? If yes, how many times? \_\_\_\_\_ Y or N
3. Have you ever attended a court ordered pre-trial intervention program, pled guilty, no contest or been convicted of a criminal offense? Y or N

If yes to any of above 3 questions, please provide following information:

Yr: \_\_\_\_\_ Charge: \_\_\_\_\_ Outcome: \_\_\_\_\_  
 Yr: \_\_\_\_\_ Charge: \_\_\_\_\_ Outcome: \_\_\_\_\_  
 Yr: \_\_\_\_\_ Charge: \_\_\_\_\_ Outcome: \_\_\_\_\_

4. Have you ever been a member or affiliated with a street gang? If yes, provide a brief explanation: Y or N

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## LEPCA Post-Conditional Offer PHQ

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5. Have you ever been a member of a group or have associated with persons belonging to groups that advocate and practice hatred, hostility, or violence towards members of a race, ethnicity, nation, religion, gender, gender identity, sexual orientation, or any other designated sector of society? If yes, name of groups(s) and date(s) associated with group \_\_\_\_\_

6. Have you ever used a fictitious name or someone else's identity for any illegal or dishonest purpose? If yes, provide a brief explanation: \_\_\_\_\_

7. Have you ever been questioned by law enforcement as a suspect in a crime but were never formally charged? If yes, please provide a brief explanation: \_\_\_\_\_

8. Since age 12, have you ever committed petty theft (i.e., taken something from a store without paying for it)? If yes, please provide a brief explanation: \_\_\_\_\_

9. Have you ever taken money that did not belong to you? (Other than small change you might have taken from a parent as a child) If yes, please provide a brief explanation: \_\_\_\_\_

10. Have you ever assisted anyone in stealing money or merchandise? If yes, please provide a brief explanation: \_\_\_\_\_

11. Have you ever been accused of stealing money? If yes, please provide a brief explanation: \_\_\_\_\_

12. Have you ever purchased or sold an item which may have been stolen? If yes, please provide a brief explanation: \_\_\_\_\_

13. Did you ever steal a part off a car (radio, tires, hub caps, antenna, etc.)? If yes, please provide a brief explanation: \_\_\_\_\_

14. Have you ever been a passenger in a vehicle, which you knew or suspected was stolen? If yes, approx. date(s) of occurrence: \_\_\_\_\_

15. Have you ever taken anything from someone else's residence without their permission? If yes, provide a brief explanation: \_\_\_\_\_

16. Have you ever filed or been accused of filing a false insurance claim? If yes, provide a brief explanation: \_\_\_\_\_

17. Have you ever stolen the services of a utility company (gas, water, power) or a cable company? If yes, provide a brief explanation: \_\_\_\_\_

18. Did you ever deliberately drive off without paying for gas? If yes, number of times \_\_\_\_\_ and date of last occurrence: \_\_\_\_\_

Y or N

## LEPCA Post-Conditional Offer PHQ

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19. Have you ever obtained or been accused of receiving any government assistance illegally? Y or N  
If yes, provide a brief explanation: \_\_\_\_\_

20. Have you ever set fire to something maliciously? If yes, please provide a brief explanation: Y or N

21. Have you ever deliberately damaged someone's property, including vandalism, graffiti, etc? Y or N  
If yes, provide a brief explanation: \_\_\_\_\_

22. Have you ever committed a crime(s) regardless of whether you were caught or not? If yes, provide a brief explanation: Y or N

23. Are you presently a plaintiff or defendant in a lawsuit? If yes, provide a brief explanation: Y or N  
\_\_\_\_\_

24. Since age 16, have you been in a fistfight or argument even 1 time, which involved physical contact and that was not job-related? Y or N

25. Since age 16, have you been in 2 or more fistfights or arguments which involved physical contact and that was not job-related? If yes, total number \_\_\_\_\_ Date of last occurrence \_\_\_\_\_ Y or N

26. **Other than job-related duties**, have you been involved in a physical or verbal altercation when any type of weapon was involved? If yes, provide a brief explanation: Y or N  
\_\_\_\_\_

27. Have you ever been involved in a domestic violence incident with your spouse, significant other, boyfriend/girlfriend, another family member, or roommate? (includes hands-on, pushing/shoving) Y or N  
If yes, how many times? \_\_\_\_\_ Approx. date(s) \_\_\_\_\_  
Provide a brief explanation including whether police were called: \_\_\_\_\_

28. Other than for a domestic violence incident noted above, have you ever been involved in any other kind of domestic incident where the police were called? If yes, approx. date(s) \_\_\_\_\_ provide a brief explanation: Y or N

29. Has anyone ever requested or received a court ordered injunction against you for any behavior such as domestic violence or stalking behavior? If yes, provide a brief explanation: Y or N  
\_\_\_\_\_

30. Have you or your spouse, or any caretaker of your children ever used physical discipline that produced injuries, welts, or bruises on your children? If yes, please provide a brief explanation: Y or N

31. Have you ever been accused of child abuse, neglect or been referred to HRS or Child Protective Services? If yes, provide a brief explanation: Y or N  
\_\_\_\_\_

32. Have you ever been accused or charged with cruelty to animals? If yes, please provide a brief explanation: Y or N

LEPCA Post-Conditional Offer PHQ

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33. Have you ever been accused of stalking or making threats of physical harm towards any individual or groups? If yes, please provide a brief explanation: \_\_\_\_\_

Y or N

### DRIVING HISTORY

34. Have you received a moving violation in the last 24 months? Y or N

35. Have you received 2 or more moving violations in the last 24 months? Y or N

36. Have you received 5 or more moving violations in your lifetime? If yes, number or range \_\_\_\_\_ Y or N

37. Have you received 7 or more total traffic tickets in your lifetime? (do not include parking tickets) Y or N  
If yes, exact number or range \_\_\_\_\_

38. Have you ever been involved, whatsoever, in street drag racing? Y or N

39. Have you received 3 or more parking tickets in the past 12 months? If yes, How many \_\_\_\_\_ Y or N

40. Have you ever had more than \$100.00 in unpaid parking tickets? Y or N

41. Do you currently have unpaid traffic tickets of any kind? Y or N

42. Have you had 2 or more vehicle accidents with over \$1,000 dollars of damage? Y or N  
If yes, total number \_\_\_\_\_

43. Do you own or operate any vehicles on which you have no insurance? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

44. Have you had 2 or more car accidents where you were at fault? If yes, provide \_\_\_\_\_ a brief explanation: \_\_\_\_\_ Y or N

45. Have you ever been sued as a result of a vehicle accident? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

46. Were you ever the driver in a vehicle accident after consuming any amount of alcohol or an illicit drug within the previous 3 hours? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

47. Has your driver's license ever been suspended? If yes, number of times \_\_\_\_\_ Approx. date(s) and reason for suspension(s): \_\_\_\_\_ Y or N

48. Has your driver's license ever been suspended for excessive points? Y or N

49. Have you ever driven a vehicle with a suspended license? Approx. date of last occurrence \_\_\_\_\_ Y or N

50. Have you ever been refused a driver's license by any state? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

**DRUG HISTORY**

If you have ever used any illegal substances such as marijuana, cocaine, hashish, ecstasy, steroids, LSD/Acid, mushrooms, etc., (include controlled substance without prescription), please provide the requested information below:

Illicit Drug or Controlled Substance:	Exact or Approximate # of Times Used:	Year of First Use:	Year of Last Use:
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

51. Other than work related duties, have you ever knowingly been around illicit drugs in your lifetime, even if you did not use them? Y or N  
If yes, approx.. date of last occurrence and circumstances: \_\_\_\_\_

52. Other than work related duties, have you knowingly been around illicit drugs in the past 12 months? Y or N  
If yes, number of times: \_\_\_\_\_

53. Have you ever experimented with marijuana, whatsoever, even if only 1 time? Y or N

54. Have you used marijuana 10 or more times in your lifetime? Y or N

55. Have you ever experimented with cocaine or crack cocaine, whatsoever, even if only 1 time? Y or N

56. Have you used cocaine or crack cocaine 2 or more times in your lifetime? Y or N

57. Have you experimented with any other illicit drug(s) i.e., steroids, LSD-Acid, ecstasy, hashish, etc., whatsoever, even if only 1 time? Y or N

58. Have you experimented with any other illicit drug(s) i.e., steroids, LSD-Acid, ecstasy, hashish, etc., 2 or more times in your lifetime? Y or N

59. Have you used marijuana or any other illicit drug, whatsoever, in the last 12 months? Y or N  
If yes, number of times \_\_\_\_\_ Approximate date of last occurrence \_\_\_\_\_

60. Other than work related duties, have you ever held illegal drugs for anyone? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

61. Have you ever purchased or given money to someone else to purchase marijuana or any other illicit substance for your personal usage? Y or N  
If yes, exact or approximate number of times \_\_\_\_\_ date of last occurrence \_\_\_\_\_

62. Have you ever provided or supplied marijuana or any other illicit drugs to other persons, such as friends, even if you received no money? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

## LEPCA Post-Conditional Offer PHQ

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63. Have you ever used marijuana or any other illicit drug with no one else present? Y or N

64. Have you ever sold or exchanged marijuana or any other illicit drugs for monetary gain or to acquire something you wanted? If yes, provide a brief explanation: \_\_\_\_\_

65. Has anyone ever given you money, to purchase marijuana or any other illicit drugs for them? Y or N  
If yes, number of times \_\_\_\_\_ Date of last occurrence \_\_\_\_\_

66. Have you ever driven a vehicle even 1 time, after having used marijuana or any other illicit drug in the previous 4 hours? Y or N

67. Have you ever driven a vehicle 2 or more times, after having used marijuana or any other illicit drug in the previous 4 hours? If yes, approx. number of times \_\_\_\_\_ approx. date of last occurrence \_\_\_\_\_ Y or N

68. Have you ever reported to work even 1 time after having used marijuana or any other illicit drug in the previous 8 hours? If yes, what was the drug(s) used and date of last occurrence: \_\_\_\_\_ Y or N

69. Have you ever reported to work 3 or more times after having used marijuana or any other illicit in the previous 8 hours? If yes, approx. number of times \_\_\_\_\_ approx. date of last occurrence \_\_\_\_\_ Y or N

70. Have you ever been in any kind of trouble, whatsoever, for anything related to illicit drugs? Y or N  
If yes, please provide a brief explanation: \_\_\_\_\_

71. Have you ever been terminated from a job or not selected for a job due to anything related to illicit drugs, such as use, possession, positive results on a drug screen, etc.? Y or N  
If yes, please provide a brief explanation: \_\_\_\_\_

72. Have you ever taken prescription medication prescribed for someone else on 3 or more different occasions? (i.e., Xanax, Valium, sleeping medication, etc.) If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

73. Have you ever been dependent on, or addicted to any prescription or over-the-counter medication? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

74. Have you ever been confronted by someone who believed or suspected that you were abusing prescription or over-the-counter medication, even if you disagreed? If yes, provide a brief explanation \_\_\_\_\_ Y or N

75. Are you currently taking any prescribed or over the counter pain or sleep aid medications? Y or N  
If yes, name of medication(s) \_\_\_\_\_

76. Please list any physician prescribed medication(s) you are currently taking: \_\_\_\_\_

**ALCOHOL HISTORY**

77. Please indicate how often you consume alcohol per week, including how often and how many alcohol drinks per occasion. (Example: 3 times per week, 2-3 drinks per occasion):

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78. Do you typically spend \$150 dollars or more on alcohol per month? Y or N

79. Have you consumed any alcohol in the past 30 days? Y or N

80. Have you consumed any alcohol in the past 7 days? If yes, approx. date of last drink \_\_\_\_\_  
How many drinks did you have: \_\_\_\_\_ Y or N

81. Have you consumed 5 or more alcoholic drinks in a 24 hr. period in the past 12 months? Y or N  
If yes, approx. date of last occurrence \_\_\_\_\_

82. Have you consumed 5 or more alcoholic drinks in a 24 hr. period in the past 12 months, 5 or more times? If yes, exact or approx. number of times \_\_\_\_\_ Y or N

83. Have you consumed 8 or more alcoholic drinks in a 24 hr. period in the past 24 months? Y or N  
If yes, exact or approx. number of times \_\_\_\_\_

84. In your lifetime, have you ever consumed 10 or more alcoholic drinks in a 24 hr. period? Y or N  
If yes, exact or approx. number of times: \_\_\_\_\_

85. Have you consumed any alcohol in the past 24 hours? If yes, how many drinks: \_\_\_\_\_ Y or N

86. During the past 12 months, on average did you consume 8 or more alcoholic drinks per week? Y or N

87. During the past 12 months, did you typically consume alcohol on 5 or more days of the week? Y or N

88. Does it usually take 4 or more drinks for you to feel the first effects of alcohol (feel "high," or "buzzed")? Y or N

89. Does it typically take 6 or more alcoholic drinks before you consider yourself intoxicated? Y or N  
If yes, number of drinks until intoxication \_\_\_\_\_

90. In your opinion, have you been intoxicated 4 or more times in the past 12 months? If yes, number of drinks used for being intoxicated \_\_\_\_\_ number of times \_\_\_\_\_ last occurrence \_\_\_\_\_ Y or N

91. Have you ever experienced blackouts (loss of recall for events that occurred while intoxicated) or missed any days of work because of alcohol consumption? If yes, exact or approx. number of times \_\_\_\_\_ date of last occurrence \_\_\_\_\_ Y or N

92. Have you ever used a fake I.D. to obtain alcohol? If yes, approx. number of times \_\_\_\_\_ approx. date of last occurrence \_\_\_\_\_ Y or N

93. Have you ever bought alcohol for or sold alcohol to a minor? If yes, approx. number of times \_\_\_\_ Y or N

94. In your lifetime, have you ever driven a vehicle even 1 time after having consumed 4 or more alcoholic beverages in the previous 3 hours? If yes, approx. date of last occurrence \_\_\_\_ Y or N

95. In your lifetime, have you driven a vehicle 3 or more times after having consumed 4 or more alcoholic beverages in the previous 3 hours? If yes, exact or approx. number of times \_\_\_\_ Y or N

96. In the past 12 months, have you ever driven a vehicle after having consumed 4 or more alcoholic beverages in the previous 3 hours? If yes, number of times \_\_\_\_ Y or N

97. Have you ever consumed alcohol, beer or wine while on the job without permission? If yes, approx. number of times \_\_\_\_ approx. date of last occurrence \_\_\_\_ Y or N

98. Have you ever been warned by an employer regarding your alcohol habits? Please provide a brief explanation: \_\_\_\_ Y or N

99. Have you ever gone to work even 1 time with a hangover or still feeling the effects of alcohol? Y or N

100. Have you ever gone to work 3 or more times with a hangover or still feeling the effects of alcohol? If yes, approx. number of times \_\_\_\_ approx. date of last occurrence \_\_\_\_ Y or N

101. Have you ever gone to work in the past 6 months with a hangover or still feeling the effects of alcohol? If yes, approx. number of times \_\_\_\_ date of last occurrence \_\_\_\_ Y or N

102. Has there been a period in your life when you consumed alcohol much more than you do now? If yes, please provide a brief explanation: \_\_\_\_ Y or N

103. Have you ever been involved in a physical altercation (includes pushing, shoving), after you had a few drinks? If yes, number of times \_\_\_\_ approx. date of last occurrence \_\_\_\_ Y or N

104. Have you ever been either voluntarily asked or forced to leave an establishment for rowdy behavior, after consuming alcohol? If yes, number of times \_\_\_\_ approx. date(s) \_\_\_\_ Y or N

105. Have you noticed yourself or has someone told you that you become more emotional, loud or aggressive after a few drinks? Y or N

106. Have you ever been in any kind of trouble, whatsoever, for your alcohol behavior? If yes, please provide a brief explanation: \_\_\_\_ Y or N

107. In your lifetime, has anyone ever complained about or been concerned about your drinking? If yes, provide brief explanation: \_\_\_\_ Y or N

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**JOB HISTORY**108. Please list the information for all jobs held for the past seven years, with **current job first**:

Employer: \_\_\_\_\_

Job Position: \_\_\_\_\_

Length of Employment: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for Dismissal/Leaving \_\_\_\_\_

Employer: \_\_\_\_\_

Job Position: \_\_\_\_\_

Length of Employment: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for Dismissal/Leaving \_\_\_\_\_

Employer: \_\_\_\_\_

Job Position: \_\_\_\_\_

Length of Employment: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for Dismissal/Leaving \_\_\_\_\_

Employer: \_\_\_\_\_

Job Position: \_\_\_\_\_

Length of Employment: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for Dismissal/Leaving \_\_\_\_\_

Employer: \_\_\_\_\_

Job Position: \_\_\_\_\_

Length of Employment: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for Dismissal/Leaving \_\_\_\_\_

109. Have you ever been fired or forced to resign from a job? Include any jobs you may have left while under investigation or resigned in lieu of termination. \_\_\_\_\_ Y or N

If job(s) is not already listed in above history, please provide brief explanation:\_\_\_\_\_  
\_\_\_\_\_

110. Have you been fired or forced to resign from two or more jobs? Include any jobs you may have left while under investigation or resigned in lieu of termination. If yes, how many \_\_\_\_\_ Y or N

111. Have you been fired or forced to resign from a job in the past 24 months? Include any jobs you may have left while under investigation or resigned in lieu of termination. Y or N

112. Other than when a full-time student or for child rearing, have you ever been unemployed for a period of 6 months or longer? Y or N

113. Has the longest full-time job you have ever held, been less than 2 years? Y or N114. Other than jobs where you were terminated, are there any other employers that you believe would not consider you for rehire or provide you a positive reference? If yes, provide name of employer(s) and your job position: \_\_\_\_\_ Y or N

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115. Have you ever worked "off the books" for an employer where you did not pay income tax and/or were paid in cash? If yes, how many times \_\_\_\_\_ and please provide a brief explanation: \_\_\_\_\_ Y or N

116. Have you ever taken unauthorized merchandise from an employer? (**excluding** petty items such as pen, pencil, note paper, etc) If yes, number of times \_\_\_\_ approx. date(s) \_\_\_\_\_ What did you take? \_\_\_\_\_ Y or N

117. Have you ever taken unauthorized money of any amount from an employer? If yes, number of times \_\_\_\_ approx. date(s) of last occurrence \_\_\_\_\_ amount taken \_\_\_\_\_ Y or N

118. Have you ever been aware of thefts by co-workers and you did not report it? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

119. Have you ever **deliberately** damaged or broken any merchandise or property belonging to an employer? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

120. Have you had any unscheduled absences at work over the last 12 months due to car trouble, weather, family problems or emergencies? How many \_\_\_\_\_ Y or N

121. Have you ever applied for unemployment insurance and been turned down? Y or N

122. Did you call in sick and miss work more than 10 days in the last 12 months? If yes, approx. number of days: \_\_\_\_\_ Y or N

123. In the last 12 months did you ever call in sick when you were well enough to work? If yes, number of times: \_\_\_\_\_ Y or N

124. Have you ever helped anyone steal merchandise or money from an employer? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

125. Have you ever used an employer's telephone for personal long-distance calls without permission? If yes, number of times: \_\_\_\_\_ Y or N

126. Have you ever been counseled at work for unauthorized use of a telephone or computer? (i.e., sending personal e-mails) If yes, please provide a brief explanation: \_\_\_\_\_  
\_\_\_\_\_ Y or N

127. Have you been late to work, even if by only a few minutes, 3 or more times in the last twelve months? If yes, approx. number of times: \_\_\_\_\_ Y or N

128. Have you ever been counseled or reprimanded for being late or missing many days of work? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

129. Have you ever been counseled or reprimanded by your employer/supervisor for any reason? If yes, number of times \_\_\_\_\_ approx. date(s) \_\_\_\_\_ and reason(s) \_\_\_\_\_  
\_\_\_\_\_ Y or N

130. Have you ever gotten into arguments with co-workers or supervisors at work, where you raised your voice or used insulting language? If yes, number of times \_\_\_\_\_ approx. date(s) \_\_\_\_\_ Briefly describe nature of argument(s) \_\_\_\_\_ Y or N

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131. Have you ever had a physical altercation at work (includes pushing, shoving) with a co-worker or supervisor? If yes, number of times \_\_\_\_\_ date(s) \_\_\_\_\_ briefly describe reason for fight(s) \_\_\_\_\_ Y or N

132. Have you ever had an argument at work with a co-worker or supervisor that you feared might become physical? Y or N

133. Have you ever been accused or had a complaint filed against you alleging insensitive or inappropriate behavior toward women, persons of color, or other protected classes, such as the Lesbian, Gay, Bisexual, Transgender community? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

134. Have you ever had a serious personality conflict with a co-worker or supervisor at work? Y or N

135. Have you changed jobs 2 or more times in the last 3 years? Y or N

136. Have you ever been accused of sexual harassment by any co-worker or has anyone ever filed a sexual harassment complaint against you? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

137. Do you sometimes make jokes or negative comments at work about women, persons of color, or other protected classes, such as the Lesbian, Gay, Bisexual, Transgender community? Y or N

138. Have you ever filed a lawsuit or other legal action against an employer? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

139. Have you ever applied for or received Workers' Compensation? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

140. Have you had 2 or more work related accidents? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

141. Have you ever gotten into any trouble at a job, even if it did not result in a formal reprimand or termination? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

142. Have you ever **previously applied** for a public safety position and/or self-sponsored academy and **not been selected**? If yes, list department(s), dates, and a brief explanation: \_\_\_\_\_ Y or N

143. If you have **never** had supervisory duties on a job, please circle the "Y" to the right. Y

144. If you have previously taken a psychological evaluation for a public safety position and/or self-sponsored academy position, please provide the name of department(s) and/or academy and the year of testing for each: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Complete items **145 - 169 ONLY** if you have experience in one of the public safety positions listed below.  
**If you do not have any public safety experience, please skip to item # 170**

**Public Safety Experience includes:** Law Enforcement Officer position, Correctional/Detention Officer/Deputy, Detention Technician/Aide, Probation or Parole Officer, Firefighter, Fire Inspector, Communications Operator, Dispatcher, Public/Police/Community Service Aide

\*\* If you have experience in one of the positions listed above, please complete items 145 - 169 as it applies to experience in the public safety position(s):

145. Have you ever received an unsatisfactory performance evaluation while working in a public safety position? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N  
 \_\_\_\_\_

146. As a public safety employee, (to your knowledge) have any citizen or inmate complaints been filed against you? If yes, how many? \_\_\_\_\_ Y or N

147. Were any of these complaints sustained? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N  
 \_\_\_\_\_

148. Did any of these complaints involve excessive use of force? If yes, how many? \_\_\_\_\_ Y or N

149. Were any of these excessive use of force complaints sustained? If yes, how many? \_\_\_\_\_ Y or N  
 If yes, please provide a brief explanation: \_\_\_\_\_  
 \_\_\_\_\_

150. Have you ever received any discipline, written reprimands, or letters of counseling? If yes, how many? \_\_\_\_\_ and please provide a brief explanation: \_\_\_\_\_ Y or N  
 \_\_\_\_\_

151. Have you ever planted evidence on a person or place? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

152. Have you ever been accused or investigated for planting evidence? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

153. Have you ever kept property, illicit drugs or money from any search, crime scene, accident scene or dead person? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N  
 \_\_\_\_\_

154. Have you ever falsified anything on a police report or affidavit? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

155. Have you ever been accused or investigated for falsifying a police report, affidavit, or giving false statements during an official departmental investigation or court related matter? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

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156. Have you ever resigned from a public safety position to avoid termination and/or as part of an agreement/settlement with the department? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

157. Other than for a complaint already noted, have you ever been the subject of an internal affairs investigation for any reason? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

158. Have you ever been suspended from duty? If yes, please provide a brief explanation \_\_\_\_\_ Y or N

159. Since employed in public safety, have you ever used any illegal drugs, whatsoever? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

160. Since employed in public safety, have you had a problem with or failed any required drug test? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

161. As a public safety employee, did you ever drink alcohol while on duty without authorization? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

162. As a public safety employee have you had 3 or more on-duty traffic accidents? (regardless of who was at fault) If yes, approximate number \_\_\_\_\_ Y or N

163. Have you ever been involved in any duty related shooting? If yes, number \_\_\_\_\_ Y or N

164. Have you ever been terminated or forced to resign from a public safety position, even if you were reinstated? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

165. During your employment in public safety, have you ever been mandated for a psychological fitness for duty, mental health counseling, or placed on an Early Warning System list? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

166. Have you ever been granted or applied for disability as a result of your public safety work? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

167. Are you presently or have you ever been a plaintiff or defendant in any lawsuit related to your work activities? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

168. List all the public safety agencies you have worked for, approximate date of employment and reason(s) for leaving.  
\_\_\_\_\_  
\_\_\_\_\_

169. If you are applying for the same public safety position you currently hold, please briefly state why you want to work at a different agency?  
\_\_\_\_\_

### **FINANCIAL HISTORY**

170. Have you ever declared bankruptcy, had serious credit problems, or do you currently have any accounts in collections? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

171. Have you been turned down for a loan in the past 24 months, due to a low credit score? \_\_\_\_\_ Y or N

172. Do you currently have an educational loan (school loan) that you are behind on the payments? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

173. If married, do you have any asset accounts (including checking accounts, savings accounts, cash funds, real estate property, deeds of trust, certificates of deposit, etc.) that are unknown to your spouse? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

174. Do you have any credit cards in your name of which your spouse is unaware? (Purpose of this private account?) If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

175. Have you ever pawned any merchandise? If yes, how many times \_\_\_\_\_ Y or N

176. Have you written a check in the past 12 months that bounced? \_\_\_\_\_ Y or N  
If yes, how many? \_\_\_\_\_ Did you cover the check? Circle \_\_\_\_\_ Y or N

177. Have you ever written checks, used credit cards, gas cards, phone cards without the owner's permission? Please explain: \_\_\_\_\_ Y or N

178. Have you ever been taken to court due to a debt or a bill? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

179. Have you ever failed to file an income tax return for any year, which one was required? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

180. Do you currently owe the IRS money for past due taxes? If yes, how much do you owe \_\_\_\_\_ Y or N

181. Have you ever been evicted from your place of residence due to nonpayment of rent? \_\_\_\_\_ Y or N  
If yes, date(s): \_\_\_\_\_

182. Have you ever had any property items (car, house etc.) repossessed by or turned into a bank or finance company? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

183. Do you currently have more than \$7,000 dollars of credit card debt? If yes, amount \_\_\_\_\_ Y or N

184. In the past 12 months, have you had to borrow money from someone to pay your monthly bills? \_\_\_\_\_ Y or N

185. Do you owe an ex-spouse/romantic partner, any past due money for child support? If yes, provide explanation: \_\_\_\_\_ Y or N

186. Has an ex-spouse/romantic partner ever initiated a court action against you to collect past due child support? If yes, what was the outcome: \_\_\_\_\_ Y or N

187. Have you had other people tell you that you have to learn to handle your finances better? Y or N

### GAMBLING HISTORY

188. Do you gamble on sporting events, horse races, cards, in casinos, etc. 2 or more times a month? Y or N

189. Have you placed a bet on something in the past 6 months? Y or N

190. Have you placed a bet on something in the past 30 days?  
If yes, what did you bet on \_\_\_\_\_ Amount of bet \_\_\_\_\_ Y or N

191. Have you ever been involved in illegal gambling? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

192. Have you ever borrowed money to gamble? How much and from whom: \_\_\_\_\_ Y or N

193. Do you typically spend more than \$25.00 a week buying Florida lottery tickets? Y or N

194. Do you have any gambling debts now? Approximate amount: \_\_\_\_\_ Y or N

195. Have you gambled more than \$200 dollars in 1 week during the past 12 months? Y or N

196. Have you gambled more than \$500 dollars in 1 month during the past 12 months? Y or N

197. Have you placed a bet on one event that was \$100 dollars or more in the past 12 months?  
If yes, how much did you bet: \_\_\_\_\_ what did you bet on: \_\_\_\_\_ Y or N

198. Has anyone ever considered your gambling to be a problem? Y or N

199. Do you think your spouse/significant other would be surprised to find out how often you gamble and/or the amount of money you gamble? Y or N

200. Have you ever argued with your spouse/significant other or anyone else regarding your gambling? Y or N

201. Has there been a period of your life where you gambled more than you do now?  
If yes, provide a brief explanation: \_\_\_\_\_ Y or N

202. In your lifetime, have you ever been in any kind of trouble, whatsoever, due to your gambling?  
If yes, please provide brief explanation: \_\_\_\_\_ Y or N

### EDUCATIONAL HISTORY

203. Did you ever have to repeat a grade in school? If yes, provide grade(s) and a brief explanation: \_\_\_\_\_ Y or N

204. As a child, were you ever treated for Attention Deficit Disorder (ADD), hyperactivity or any other behavior control concerns? \_\_\_\_\_ Y or N

205. In high school, did you ever attend summer school because of low grades? \_\_\_\_\_ Y or N

206. Did you receive a GED? \_\_\_\_\_ Y or N

207. Did you attend an alternative high school in order to receive your high school diploma? \_\_\_\_\_ Y or N

208. Did you ever fail a state required standardized educational test, such as FSA or FCAT ? \_\_\_\_\_ Y or N

209. Have you ever been suspended (indoor or outdoor) from high school due to your behavior? (skipping, fighting, etc.) If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

210. Have you ever been expelled from a school? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

211. Did you graduate high school with less than a "C" (2.0 GPA) average? \_\_\_\_\_ Y or N

212. Have you ever attended more than two colleges or universities without receiving a degree? \_\_\_\_\_ Y or N

213. Have you ever been suspended, dismissed, or place on academic probation from college due to low grades, poor academic performance, or behavior? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

214. Did you ever fail a Civil Service or Basic Abilities Test (BAT), such as the Florida Basic Abilities Test (FBAT) or Criminal Justice Basic Abilities Test (CJBAT)? **If yes, how many times:** \_\_\_\_\_ Y or N

215. Please list any Public Safety academy experience by indicating name of academy attended and graduation date if applicable: \_\_\_\_\_

216. If you attended a Public Safety academy, did you ever FAIL any block or examinations, including the state certification examination? **If yes, how many times:** \_\_\_\_\_ Y or N

217. If you attended a Public Safety training academy, did you ever receive any demerits, write-ups, or have any other disciplinary or performance issues? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

218. Were you ever dismissed or quit attending a Public Safety academy for any reasons? If yes, name of academy and reason: \_\_\_\_\_ Date you left: \_\_\_\_\_ Y or N

219. Please list college level degree(s) you have received with name of school, type of degree, major, and date of graduation: \_\_\_\_\_

220. If no degree completed, how many college credits have you completed and at what school(s)? Please list below:

**SEXUAL HISTORY**

221. Have you ever been accused of or in trouble for sexual misconduct or any sexual behavior in your lifetime? (i.e., accused of molestation, date rape, sexual assault, indecent exposure, peeping Tom behavior, or any other sex offense) If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

222. Since you have been 18 years of age have you had any sexual involvement with a person 15 years old or younger? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

223. Have you ever committed a sex act in a public place or in open public view? If yes, please provide date of last occurrence and a brief explanation: \_\_\_\_\_ Y or N

224. Have you ever solicited or used the services of a prostitute? If yes, please provide date of last occurrence and a brief explanation: \_\_\_\_\_ Y or N

225. Have you ever paid for any type of sex act? If yes, please provide date of last occurrence and a brief explanation: \_\_\_\_\_ Y or N

226. Have you ever received money or gifts for providing sexual services? If yes, please provide a date of last occurrence and brief explanation: \_\_\_\_\_ Y or N

227. Have you ever accessed a pornographic internet site from a computer at work, even if you used your own personal computer or cell phone on the job? If yes, provide date of last occurrence and brief explanation: \_\_\_\_\_ Y or N

228. Have you ever used the internet to post or send a picture of yourself to someone other than your spouse/romantic partner that could have been considered sexually provocative in nature? If yes, please provide a date of last occurrence and brief explanation: \_\_\_\_\_ Y or N

229. Have you ever used the internet, magazines, movies or other media to view child pornography? If yes, please provide date of last occurrence and brief explanation: \_\_\_\_\_ Y or N

230. Have you ever bought, ordered, obtained, used or sold any sort of child pornography? If yes, please provide a date of last occurrence and brief explanation: \_\_\_\_\_ Y or N

231. Have you ever made obscene phone calls of a sexual nature? If yes, please provide a date of last occurrence and brief explanation: \_\_\_\_\_ Y or N

232. Have you ever had sex in the workplace or while on duty? If yes, please provide a date of last occurrence and brief explanation: \_\_\_\_\_ Y or N

233. Do you spend on average 2 or more hours per week viewing pornography in magazines, videos, the internet, etc.? If yes, number of hours \_\_\_\_\_ Y or N

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234. Have you ever paid for membership to a pornography website? If yes, provide the dates and a brief explanation: \_\_\_\_\_ Y or N

235. Has your spouse/romantic partner or anyone else ever complained to you about your viewing of pornography? If yes, please provide brief a explanation: \_\_\_\_\_ Y or N

236. Other than your spouse/romantic partner, have you ever taken a photo or video of anyone in the nude? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

**WEAPONS HISTORY**

237. Have you ever had any accidents or accidental discharges using a firearm? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

238. Other than for legitimate job-related duties (i.e., public safety, military combat) have you ever pointed a firearm at someone? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

239. Have you ever lost a firearm? If yes, please provide brief explanation: \_\_\_\_\_ Y or N

240. Other than for job-related duties, have you ever had an unauthorized or illegal firearm in your possession? If yes, provide a brief explanation: \_\_\_\_\_ Y or N

241. To your knowledge, have you ever given or sold a firearm to someone which was later used in a crime? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

242. Did you ever have a gun permit denied or revoked? If yes, please provide a brief explanation \_\_\_\_\_ Y or N

**MILITARY HISTORY****(If Applicable, otherwise skip to next section “Psychological History and Treatment”)**

Branch of military service: \_\_\_\_\_

Dates of service: \_\_\_\_\_

Primary Military Occupation: \_\_\_\_\_

Final Rank at Discharge or Current Rank: \_\_\_\_\_

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243. Did you receive any disciplinary action(s) whatsoever while a member of the armed forces? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

244. While in the military, did you ever receive a reduction in rank? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

245. Did you leave the service before you completed your full term of enlistment? (other than routine early out or troop reduction program) If yes, provide a brief explanation: \_\_\_\_\_ Y or N

246. If in the service, did you receive less than a full honorable discharge? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

247. If in the service, was your discharge related in any way to psychological issues? If yes, brief explanation: \_\_\_\_\_ Y or N

248. Did you ever apply to the Veteran's Administration (VA) for a service connected disability for either psychological or medical injuries? If YES, please provide info on if the request was awarded, for what condition, and for what % disability: \_\_\_\_\_ Y or N

249. Did you serve in an overseas combat operation? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

250. Did you experience what you would consider to be any traumatic event(s) while in the service? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

251. While in the military, have you ever had your service weapon removed or were you ever put on a "do not arm" or "no ammunition" list? If yes, please provide a brief explanation: \_\_\_\_\_ Y or N

252. Other than required counseling/debriefings upon return from a combat zone, have you ever received any additional treatment for emotional/personal concerns after your return? \_\_\_\_\_ Y or N

253. In your judgment, are you currently experiencing any symptoms that could be related to your combat/military experience (sleep disturbance, nightmares, appetite change, anxiety, sadness, etc.)? \_\_\_\_\_ Y or N

### **PSYCHOLOGICAL HISTORY AND TREATMENT**

**Please note:** A history of psychological counseling does not automatically result in disqualification of an application for a public safety position, and in most cases, it is not a concern.

254. Have you ever received assistance from a mental health professional e.g. psychologist, psychiatrist, social worker, marriage/family therapist, etc. for an emotional or personal concern? (Includes stress or marital counseling)  
If yes, please provide a brief explanation including approximate dates of counseling:  
 \_\_\_\_\_  
 \_\_\_\_\_

255. Have you ever attempted suicide, made a suicidal gesture, or made a statement that you thought about committing suicide in your lifetime? If yes, please provide a brief explanation:  
 \_\_\_\_\_  
 \_\_\_\_\_

256. Have you ever attempted suicide, made a suicidal gesture, or made a statement that you thought about committing suicide in the past 3 years?  
 \_\_\_\_\_ Y or N

257. Has any doctor ever prescribed medication to you for anxiety, stress, attention, concentration, hyperactivity, depression or any other possible mental health reasons? If yes, provide a brief explanation:  
 \_\_\_\_\_ Y or N

258. Have you ever been hospitalized for a mental health concern or emotional condition?  
If yes, please provide a brief explanation:  
 \_\_\_\_\_ Y or N

259. Have you ever received in-patient or out-patient treatment for substance abuse, including alcohol, drugs, prescription pain pills, etc.? If yes, please provide a brief explanation:  
 \_\_\_\_\_ Y or N

260. Have you ever been ordered to attend some form of mental health/personal counseling, evaluation or related training due to your behavior? (i.e. ordered by a court, employer, military or as part of a civil legal action) If yes, please provide a brief explanation:  
 \_\_\_\_\_ Y or N

261. Have you ever received mental health counseling and/or pastoral advice related to suicidal thoughts or concerns? If yes, please provide a brief explanation:  
 \_\_\_\_\_ Y or N

262. Have family members or close friends ever strongly suggested that you seek mental health treatment? If yes, please provide a brief explanation:  
 \_\_\_\_\_ Y or N

263. Have you ever filed a lawsuit or been involved in a legal action (including disability or workers compensation) in which your psychological or emotional well-being was an issue?  
If yes, please provide a brief explanation:  
 \_\_\_\_\_ Y or N

264. Have you at any time in your life participated in or been treated for any one or more of the following behaviors: Voyeurism (peeping tom), Sexual phone calls, Flashing (sexual Self-exposure), Sexual Harassment, Forced Sexual Contact, Unwanted Fondling, Date Rape, Rape? If yes, please provide a brief explanation: \_\_\_\_\_

265. Have you ever applied for any disability due to mental health/medical related conditions? If yes, Please provide a brief explanation: \_\_\_\_\_

266. Have you ever not been selected for hire with a public safety agency within the last 3 years due to not meeting agency standards on a psychological evaluation? If yes, list agency(s) and date: \_\_\_\_\_

### **SUPPLEMENTAL SECTION**

Who do you currently live with and what is the relationship: \_\_\_\_\_

267. While growing up was your family life often unstable with many family conflicts? Y or N

268. Did you ever witness physical violence between your parents or primary caretakers? Y or N

269. In your opinion, have you ever been physically, sexually, or emotionally abused by anyone (including family members)? Y or N

270. Do you have 5 or more tattoos? If yes, exact or approx. number? \_\_\_\_\_ Y or N

271. Has anyone ever commented to you that any of your tattoos are frightening or might be insulting to a particular group of people? If yes, please describe the tattoo(s) in question: \_\_\_\_\_

272. Do you have any visible Tattoos, if you wear shorts or a short sleeve Shirt? If yes, briefly describe Tattoo(s): \_\_\_\_\_ Y or N

273. Are you currently experiencing any life event that you believe may potentially distract you from the responsibilities and obligations of the position you are applying to? (including family conflict, financial or legal concerns, etc..) \_\_\_\_\_ Y or N

274. If you have received professional advice or training about how to take a psychological evaluation, please provide a brief explanation: \_\_\_\_\_

LEPCA Post-Conditional Offer PHQ

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What do you consider to be the most difficult current problem or life event you are dealing with?

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What motivates you to apply for this position?

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- **I have answered all questions honestly, carefully and to the best of my ability. I consent and understand that the information I provided may be used to assist in determining my application/employment status.**
- **I further understand that any intentional misstatements, incomplete information or false information could result in the denial or termination of my application.**

**Your signature below confirms your agreement to the two statements above:**

---

Signature

---

Date

**\*\*\*\*\*Do not complete below this line until asked to do so after the interview\*\*\*\*\***

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TO BE COMPLETED AFTER INTERVIEW WITH PSYCHOLOGIST:

I have been given the opportunity to discuss and address all relevant background related information and do not have any additional information that I would like to discuss at this time. I have answered all the interviewer's questions honestly and completely. Moreover, I believe all my questions have been addressed at this time.

Please note that the referring agency is the client of record and Law Enforcement Psychological and Counseling Associates (LEPCA) is the examiner of record. Therefore, you will not contact the examiner, the examiner's office, or any representative of the examiner's office, to obtain any information as a result of this evaluation. If you have any additional questions regarding the status of your evaluation, please contact the referring agency.

---

Sign above to confirm understanding

---

Date

## **Submittal Document 7.4**

### Chronological History of LEPCA

**Law Enforcement Psychological and Counseling Associates, Inc. (LEPCA)** is a well-established consultation firm that provides comprehensive services exclusively to law enforcement agencies primarily in the South Florida area. The firm was created in 1977 to effectively address the often unique and complex issues facing psychologists who undertake the role of a public safety psychological consultant. Dr. Brian Mangan serves as the President and Senior Psychologist of LEPCA, with Dr. Mark Axelberd, the founder of the firm, still serving as an active consultant. Since the South Florida region is multi-ethnic in composition, the firm further understood the importance of cultural sensitivity and making certain that LEPCA's services would be accepted and utilized by the diverse cultural groups found in public safety work. One way to achieve this goal was to include mental health professionals from varied ethnic backgrounds in all areas of the firm's consultation work and this philosophy remains today. In 2006, the Miami-Dade Police Department with our assistance conducted extensive research for a five and thirteen-year period to determine whether our screening evaluations resulted in any adverse impact by race, sex or ethnic group. The results found that "no adverse impact exists." To our knowledge, this study was one of the most exhaustive of its kind.

In 2009, LEPCA also completed a "green initiative" and made extensive investments to achieve a near paperless and seamless psychological screening process both for our internal office and user agencies as well. The project design utilized extensive input from numerous public safety agencies to better serve their specific needs. Our new system allows agencies to independently schedule applicants, access and/or download final applicant reports online 24 to 48-hours after completion of testing, safely store applicant files electronically, receive or review ancillary screening materials online, produce statistical reports quickly, and provide applicants important information on our website. We believe this achievement is one of the first of its kind in the entire nation and has proved to be well worth the effort extended. Importantly, this service is fully encrypted, protected with secure username and password, and all HIPAA requirements are adhered to regarding electronic storage.

In summation, LEPCA has been intricately involved in every facet of law enforcement and public safety consultation. In particular, the firm is very well known for its expertise in pre-employment psychological screening of public safety personnel, including police officer/deputy sheriff, correctional officer/detention deputy, communications operator/dispatcher, public/community service aide, child investigative specialists, armed safe school officers, and many other non-sworn public safety positions. LEPCA's evaluation process has often served as a model for numerous psychologists entering this specialized field. We have conducted approximately 90,000 evaluations for over 70 public safety agencies over the past nearly forty years and carried out extensive research in the area of public safety evaluation. Our screening system strictly adheres to laws governed by the EEOC, including the Americans with Disabilities Act (ADA) and Genetic

Information Nondiscrimination Act (GINA). Moreover, our system meets and exceeds the guidelines set forth by the International Association of Chiefs of Police (IACP), COPPS organization, California Post Commission, and the Commission on Accreditation for Law Enforcement Agencies (CALEA). To our knowledge, no agency using our screening services has ever had difficulties becoming or maintaining CALEA certification. In addition, many public safety agencies around the United States and internationally, both formally and informally, have requested our input to implement or improve their selection procedures and design, including Mexico and the U.S. Virgin Islands.

LEPCA staff remain active with international and national police and public safety psychology associations. Drs. Mangan, Maria Galmarini, and Axelberd are Board Certified in Police and Public Safety Psychology by the American Board of Professional Psychology. Drs. Mangan and Galmarini currently serve as a Specialty Board Officers with the American Board of Police and Public Safety Psychology (ABPPSP), with Dr. Mangan serving in the role of President of ABPPSP and Dr. Galmarini serving in role of Mentorship Coordinator and Early Career Psychologist Representative. Dr. Galmarini also serves on the Board of the American Academy of Police and Public Safety Psychology, which serves as the education and training component to ABPPSP.

Drs. Mangan, Galmarini, and Vanessa Perez are active Associate Members with IACP. Dr. Mangan previously served on the Executive Board of the IACP Police Psychological Services Section (2015-2020) and Ethics Consultation Committee; Dr. Galmarini recently completed a three-year term on the section's Diversity Committee and Education Committee, serving as the Chair of the Diversity Committee (2022); and Dr. Perez recently completed a three-year term on the section's Education Committee. Each of these psychologists has also served on an IACP Guidelines Revision Committee for Psychological Fitness for Duty Evaluations and Officer Involved Shootings during the past two rounds of revisions, and LEPCA staff are very familiar with the Pre-Employment Psychological Evaluation Guidelines, casting votes during the past three Guideline Revisions processes. Furthermore,

Beyond providing pre-employment screenings and other consultations for almost every public safety agency in Miami-Dade and Broward Counties, and many agencies Palm Beach County, our expertise has been utilized by non-local entities as well. For example, we conduct pre-employment screenings for state agencies, including the Florida Highway Patrol and Florida Fish and Wildlife Commission, and have performed other sensitive evaluations as requested by U.S. Virgin Islands Police Force and United States Federal Agencies including the F.B.I., U.S. Secret Service, U.S. Customs, D.E.A., NOAA, and the Transportation Security Agency. In addition, we have been instrumental in developing public safety fitness standards and guidelines not only for pre-employment screenings but also for Fitness for Duty Evaluations (FFDE). Our firm has been a pioneer in introducing and conducting FFDEs, which typically are very arduous and can frequently result in expensive litigation if not done correctly. Dr. Axelberd and Dr. Mangan have been called upon many times by various national agencies, including public and federal, to conduct extremely important and complicated fitness evaluations.

LEPCA has also been a local and national leader in creating innovative and effective specialized counseling, critical incident debriefings and training programs for sworn and non-sworn public safety employees and their family members. Members of the firm have provided thousands of hours of treatment and training to those in the South Florida public safety community for over thirty-five years. Indeed, many of the now commonly accepted psychological service practices for local and statewide public safety agencies were originally designed and promoted by members of our firm.

Most importantly, we have always been known for our constant availability, ease of accessibility, and practical approaches to achieving the highest quality services to our clients. We take great pride in our work and never forget the critical nature of the services we provide. We value the trust placed in us by our law enforcement clients and LEPCA will always strive to be deserving of the respect and opportunity given to us by the law enforcement and public safety community.

Law Enforcement Psychological & Counseling Associates, Inc (LEPCA) has not been involved in any litigation, complaints, or challenges and there is no pending litigation, complaints, or challenges arising out of LEPCA's performance of services.

#### CORPORATE STRUCTURE

Law Enforcement Psychological & Counseling Associates, Inc (LEPCA) was founded as a Partnership in 1977 by Drs. Mark Axelberd and Jose Valle. LEPCA was then incorporated in 1980 and Dr. Axelberd subsequently purchased all shares of Dr. Valle in 1989. In 2006, Dr. Axelberd brought in Dr. Brian Mangan as Senior Psychologist and eventually Managing Partner in 2009. In 2011, Dr. Mangan purchased all shares from Dr. Axelberd, thus taking over the role as President of LEPCA. Dr. Axelberd remains as Lead Staff Psychologist and Consultant.

\*\* Referencing RLI 3.1.1: LEPCA is currently not negotiating a sale, acquisition or merger, which would alter the structure of the firm as stated in this section.

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## **Submittal Document 7.5**

### **Corporate Leadership**

Psychologists on staff who conduct assessment/interviews:

**President and Senior Psychologist:**

Brian Mangan, Psy.D. , ABPP  
Board Certified in Police & Public Safety Psychology  
Licensed Psychologist

**Lead Staff Psychologist:**

Maria Galmarini, Psy.D., ABPP  
Board Certified in Police & Public Safety Psychology  
Licensed Psychologist

**Staff Psychologists:**

Vanessa Perez, Psy.D  
Licensed Psychologist

Mirelis Peraza, Psy.D.  
Licensed Psychologist

**Postdoctoral Fellow**

Samantha Rodriguez, Psy.D.

**Office Staff:**

Mayte Aponte- Office Manager

All listed licensed psychologists operate out of the main office location\*:

9960 NW 116<sup>th</sup> Ave, Suite 12  
Medley, FL 33178  
305-442-8800

\*In process of obtaining a Broward County Business License for north office

**Founder of LEPCA and Consultant**

Mark Axelberd, Ph.D, ABPP (Retired from Active Practice)  
Board Certified in Police & Public Safety Psychology

## **Submittal Document 7.6 (a) – Experience Summaries**

### **Staff Biographies and Qualifications**

The following staff biographies are intended to summarize the overall experience in the field of psychology, with particular focus on psychological assessment, pre-employment screening, and the services provided to police and public safety. Professional associations related to the profession of psychology and the specialty of police and public safety psychology are included in the biographies. Law Enforcement Psychological & Counseling Associates (LEPCA) has conducted approximately 90,000 evaluations for over 70 public safety agencies and carried out extensive research in this area. Agencies that historically send similar amounts of applicants or more per year to LEPCA include Florida Highway Patrol, City of Miami Police Department, Miami-Dade Schools Police Department, Hollywood Police Department, and Miami-Dade County agencies including Police, Corrections, and Fire Rescue. Moreover, for the past fifteen years we have managed this volume for Broward Sheriff's Office as well.

#### **\*\* PROFESSIONAL LICENSES INCLUDED IN EXHIBIT**

##### **Brian L. Mangan, Psy.D., ABPP**

Board Certified in Police & Public Safety Psychology  
 American Board of Professional Psychology: #7661 (2014)  
 Florida Licensed Psychologist: # PY7198 (2005)  
 Maine Licensed Psychologist: # PS2210 (2021)  
 National Provider Identifier: #1932724986 (2020)  
 National Register ID: #57414 (2020)  
 President, LEPCA

Dr. Brian Mangan received his Doctor of Psychology in Clinical Psychology from The George Washington University in Washington, D.C. with distinction in 2003, specializing in the areas of adult therapy and assessment. He pursued his pre-doctoral internship at South Florida State Hospital, where he developed skills in dealing with a forensic population. Shortly after, he completed his post-doctoral residency with Citrus Health Network, conducting evaluations for the Juvenile Evaluation and Treatment Services program in the Miami-Dade Juvenile Justice system. After getting licensed near the end of 2005, he became a staff psychologist with Law Enforcement Psychological & Counseling Associates (LEPCA.) Since that time, he received daily mentoring from Dr. Mark Axelberd and rose to the levels of Senior Psychologist and Managing Partner. In 2011, Dr. Mangan took over the daily operations of LEPCA and currently serves as President of the firm. In 2014, Dr. Mangan was awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction currently shared by approximately 80 professionals nationwide.

Dr. Mangan is an active member of the International Association of the Chiefs of Police- Police Psychological Services Section (IACP-PPSS), previously serving on the Executive Board (2015-2020) and Chair of the Section (2019). In addition, he served as a member of the Ethics Consultation Committee (2014-2016), and previously served as a member of the Officer Involved Shooting Guidelines Revision Committee (2013) and the Psychological Fitness for Duty Evaluation Guidelines Revision Committee (2013.) Dr. Mangan also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of President and previously as the National Chair of Examinations (2022-2023) and Oral Examination Coordinator (2021-2022). He is a member of the American Psychological Association, Division 18 Psychologists in Public Service, previously serving as the Secretary/Treasurer of the Police and Public Safety Section. Dr. Mangan is a member of the Florida Psychological Association, Society for Police and Criminal Psychology, and the Consortium of Police Psychological Services (COPPS.) He served as the Chair of COPPS in 2008 and 2013, hosting the annual conferences attended by many public safety professionals from the Southeast region of the United States discussing emerging issues related to evaluation, intervention, ethics, and legislation current in police psychology.

Dr. Mangan has presented on numerous occasions at national and international conferences, including International Association of Chiefs of Police and Florida Police Chiefs Association, as well as local presentations and trainings with Broward County Chiefs of Police Association, Broward College Public Safety Training Institute, Palm Beach College Public Safety Institute, and Miami-Dade Institute of Public Safety. Dr. Mangan also authored a chapter on performing psychological evaluations in public safety settings in the book *First Responder Mental Health: A Clinician's Guide* (2023).

Currently, Dr. Mangan serves as the President of Law Enforcement Psychological and Counseling Associates (LEPCA) in Medley, Florida. He started with LEPCA in January 2006 and was directed by Dr. Mark Axelberd in advanced training on public safety and law enforcement psychology related issues. His primary duty involves consultation with command staff on law enforcement related issues concerning both community and organizational objectives. On a daily basis, Dr. Mangan conducts numerous pre-employment screening interviews, interprets standardized test profiles, and consults with background investigators and law enforcement personnel regarding evaluation results. Moreover, he reviews all pre-employment evaluation files and approves the final report sent to an agency on each applicant. To this date, Dr. Mangan has performed nearly 30,000 screenings and reviewed over 50,000 evaluation files with approval for final report. Additional duties include psychological screening for specialized unit placement (Hostage Negotiator, SWAT, etc.), mental health counseling with public safety personnel from area agencies, coordinating the Officer Assistance Program with the City of Miami, Coral Gables, and Hialeah Police Departments, psychological fitness for duty evaluations, wellness visits, critical incident stress debriefings, and conducting trainings with various departments in the Florida regarding front line supervision, stress management, peer support, wellness, resiliency, and crisis intervention.

Since joining LEPCA, Dr. Mangan has also been instrumental in all research activities related to pre-employment psychological screening, including performance of combat veterans and veteran police officers on testing. For example, he conducted an extensive performance review of recruits in the Miami-Dade Police Department (MDPD) public safety academy. The research yielded very positive results and identified specific scores on the pre-employment evaluation that were correlated to successful completion of the academy. Additionally, Dr. Mangan recently completed research on "Successful vs. Unsuccessful" candidates in the Miami-Dade County Corrections training program, utilizing the pre-screening evaluations as a guide indicate potential risk in future screenings. Along with Dr. Mark Axelberd, Dr. Mangan was involved in the development of the Public Safety Suitability Inventory (PSSI), which is an objective standardized test used in the pre-employment screening of public safety candidates, and also participated in research on the performance of combat veterans on the pre-employment psychological evaluation.

Dr. Mangan previously served as Assistant Professor and Forensic Coordinator at Carlos Albizu University. As the coordinator, he monitored a program designed to train students to deliver psychological services, including psycho-diagnostic assessment, case law, legal standards, and expert testimony within the judicial and correctional systems. Additionally, he worked closely with the Miami-Dade Juvenile Courts, providing comprehensive evaluations and treatment recommendations for at-risk youths for a period of one year after completing his post-doctoral commitment.

**Maria Galmarini, Psy.D., ABPP**

Board Certified in Police & Public Safety Psychology

American Board of Professional Psychology

Florida Licensed Psychologist: # PY9608 (2016)

National Provider Identifier: # 1376099770

National Register ID: # 151395

Dr. Maria Galmarini received her Bachelor of Science in Psychology from Boston University in 2008. She completed her Master of Science degrees in Mental Health Counseling and Clinical Psychology, as well as her Doctorate degree in Clinical Psychology from Nova Southeastern University. In 2020, Dr. Galmarini was awarded Board Certification in Police & Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction currently shared by approximately 80 professionals nationwide. Dr. Galmarini has worked with diverse clients in inpatient, outpatient, and correctional settings. Her broad clinical and evaluation experience in the diverse area of South Florida has afforded Dr. Galmarini an opportunity to learn about and integrate cultural awareness in her work. She is bilingual and has experience performing evaluations and providing individual, couples, and family therapy in English and Spanish.

Dr. Galmarini completed both her pre-doctoral internship and post-doctoral training at South Florida State Hospital. During her time at South Florida State Hospital, Dr. Galmarini provided individual therapy, group therapy, psychological testing, forensic evaluation, and

neuropsychological evaluations. Most of Dr. Galmarini's post-doctoral training specialized in the area of forensics. She performed risk assessments and competency evaluations while also serving as an expert witness in criminal court and re-commitment hearings. Although the focus of her training was on individual patient care, Dr. Galmarini was also a part of a hospital initiative to reduce stress and burnout among staff and support personnel. She assisted in planning and organizing presentations to help staff develop self-care skills, and positive coping strategies to deal with personal and work-related stressors.

Dr. Galmarini first gained experience in the field of police psychology in 2013, completing a clinical externship at Miami-Dade Police Department's Psychological Services. She provided individual, couples, and family therapy to sworn officers, civilian support personnel, and their families. Dr. Galmarini joined Law Enforcement Psychological and Counseling Associates, Inc (LEPCA) in August of 2015. She currently provides individual, couples, and family therapy to law enforcement and support staff through the employee assistance programs of the City of Miami, City of Coral Gables, and City of Hialeah Police Departments, as well as the City of Hialeah Fire Department. Additionally, Dr. Galmarini conducts pre-employment psychological screenings, fitness for duty evaluations, and critical incident stress debriefings. She has completed nearly three thousand pre-employment psychological evaluations since joining LEPCA. In addition to her work in police and public safety, Dr. Galmarini currently serves as a forensic evaluator for the 11<sup>th</sup> Judicial Circuit of Miami-Dade County, conducting competency evaluations and providing expert witness testimony in criminal court.

Dr. Galmarini is an active Associate Member Associate Member of the International Association of Chiefs of Police (IACP)- Police Psychological Services Section, serving on the section's Diversity Committee (2019-2022), as the Chair of the Diversity Committee in 2022, Annual Conference Education Committee (2019-2022), and previously serving on the Officer Involved Shooting Guidelines Revisions Committee in 2018. Dr. Galmarini also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of Mentorship Coordinator & Early Career Psychologist Representative. She is also a member of the American Psychological Association-Psychologist in Public Service Division and the Society for Police and Criminal Psychology.

### **Vanessa Perez, Psy.D.**

Florida Licensed Psychologist: # PY9516 (2015)

Dr. Vanessa Perez was born and raised in Miami, FL. She received her Bachelor of Science in Psychology from Florida International University in 2002 and received her Master of Science in Mental Health Counseling in 2005 from Nova Southeastern University. Dr. Perez completed her mental health internship training at Broward General Hospital and Parkway Regional Medical Center working with individuals diagnosed with severe and persistent mental illness. Dr. Perez further pursued her graduate studies at Carlos Albizu University, receiving an additional Master

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of Science in Psychology in 2008 and Doctorate in Clinical Psychology-Forensic Concentration in 2013.

While attending graduate school, Dr. Perez worked at Larkin Community Hospital providing outpatient counseling to court mandated dual-diagnosis populations and conducted comprehensive neuropsychological evaluations with the U.S. Department of Veterans Affairs. Dr. Perez completed her APA accredited pre-doctoral internship at South Florida State Hospital, where she developed expertise with forensic assessment, including violence risk assessments and competency evaluations. She specialized in competency restoration, dialectical behavior therapy, behavior modification, and risk management in both individual and group settings. Dr. Perez completed her post-doctoral residency with the G.A.T.E. Diversion Program, specializing in the evaluation and treatment of adolescents charged with sexual offenses. At this time Dr. Perez maintained a supervisory role over program development, clinicians, and community outreach, specializing in trauma informed care, child-on-child sexual abuse, and human trafficking with culturally diverse populations.

In 2015, Dr. Perez began working at Law Enforcement Psychological and Counseling Associates, conducting pre-employment psychological screenings, psychological fitness for duty evaluations, and critical incident stress debriefings with various public safety organizations. Additional duties include individual, couples and family counseling with public safety officers and personnel through the Employee/Officer Assistance Program with the City of Miami, City of Coral Gables, and City of Hialeah Police Departments, as well as the City of Hialeah Fire Department. To date, Dr. Perez has completed approximately 3,500 pre-employment psychological screenings. Dr. Perez is a member of the International Association of Chiefs of Police- Police Psychological Services Section (IACP-PPSS), American Psychological Association (APA), Psychologist in Public Service (Division 18), and was a member of the Psi Chi National Honor Society in Psychology. Dr. Perez was an active attendee and participant at the 2017 and 2018 IACP PPSS Annual Conference, participating in the Section's Psychological Fitness for Duty Revision Committee in 2018 and is currently a member of the Section's Annual Conference Education Committee. She also was an active attendee at the 2016 and 2018 Annual Conference for the Consortium of Police Psychological Services (COPPS). Dr. Perez is a highly experienced Licensed Psychologist and Licensed Mental Health Counselor who has over thirteen years success in the field of psychology providing comprehensive psychological evaluations and working with culturally diverse populations.

**Mirelis Peraza, Psy.D.**

Florida Licensed Psychologist: # PY9014 (2014)

Dr. Mirelis Peraza was born and raised in Cuba, where she completed one year of college before immigrating to the United States. She continued her education at Florida Atlantic University, where she graduated in 2003 with a Bachelor of Science degree in Psychology. She pursued her graduate studies at Carlos Albizu University, from where she received her Master of Science

degree in Psychology (2005) and a Doctorate in Clinical Psychology (2012), both with distinction. Her area of concentration during her doctoral studies was forensic psychology and assessment. Also, while attending Carlos Albizu University she participated in specialty training with Dr. Brian Mangan, who was teaching a specialized course in Police & Public Safety Psychology. During this two- semester training, emphasis was placed on pre-employment psychological screening with public safety applicants.

Dr. Peraza completed her pre-doctoral internship and postdoctoral residency at South Florida State Hospital (SFSH), where she remains as a part-time psychologist. In her three years working at the state hospital, Dr. Peraza has developed expertise with forensic assessment, including violence risk assessments and competency to proceed evaluations for the court. She has provided competency restoration and risk management on individual and group settings, completed evaluations for the court, and trained graduate students completing their practicum and internship years at SFSH.

Beginning in 2013, Dr. Peraza became involved with LEPCA on a part-time apprenticeship basis. During this time, she continued her training with integration of standardized objective test profiles, as well as observed clinical interviews and the final report process, while being mentored by Dr. Mangan. She was an active attendee and participant at the 2013 Annual Conference for the Consortium of Police Psychological Services. In early 2014, Dr. Peraza was successfully licensed as a psychologist and subsequently hired as part-time staff with LEPCA. To this date, she has completed approximately 200 pre-employment psychological screenings. Dr. Peraza also has over ten years of experience in clinical therapy, with a diverse range of populations and disorders. Before providing clinical services to the severe mentally ill population of the state hospital, she had over 7000 hours of experience in clinical therapy with children and families. Additionally, Dr. Peraza serves in private practice, providing individual therapy to the adult outpatient population. She has sought extensive training, specializing in the areas of affective disorders, trauma, family dynamics, and immigration and acculturation issues.

### **Samantha Rodriguez, Psy.D.**

Postdoctoral Fellow

Dr. Rodriguez received her Bachelor of Science degree in Psychology (2017) and Doctorate in Clinical Psychology (2023) from Nova Southeastern University (2023) with an emphasis on Police and Public Safety Psychology. During her graduate training, she provided behavioral health and peer support training to law enforcement, fire rescue, and correctional officers. She further assisted in several critical incident stress debriefings for local police and fire agencies, as well as participated in scenario-based training to help police hostage negotiators acquire active listening skills to assist persons in crisis. She completed a clinical externship at Miami-Dade Police Department's Psychological Services Bureau where she provided individual therapy to sworn officers, civilian personnel, and their families. Dr. Rodriguez also completed a one-year internship at the Western Colorado VA Health Care System, where she provided a range of psychological services to Veterans.

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Dr. Rodriguez joined LEPCA in August 2023 for her postdoctoral fellowship. In addition to assisting with critical incident stress debriefings, resiliency and line supervision training, wellness visits, and pre-employment psychological screenings, she provides counseling services to public safety personnel and support staff through the employee assistance programs for the City of Miami, City of Coral Gables, and City of Hialeah Police/Fire Departments.

### Founder of LEPCA

#### **Mark Axelberd, Ph.D., ABPP**

Board Certified in Police & Public Safety Psychology

American Board of Professional Psychology

Retired Psychologist and Consultant

Dr. Mark Axelberd received his Ph.D. with a specialty in Clinical Psychology from Georgia State University in 1977. He did his doctoral internship at the Counseling and Consultation Center at The Ohio State University. Since that time, he has been a full-time consulting psychologist to law enforcement agencies on a local, state and national level. He was the primary founder of the firm Law Enforcement Psychological and Counseling Associates, Inc. (LEPCA) and served as the President for 34 years. Since 2011, he has served as lead consultant and staff psychologist. In 2010, Dr. Axelberd was awarded Board Certification in Police and Public Safety Psychology from the American Board of Professional Psychology, a unique specialty distinction shared by only 80 professionals nationwide. He is also an active member of the Consortium of Police Psychological Services, the American Psychological Association, and the International Association of the Chiefs of Police.

Dr. Axelberd's years of exclusive experience with law enforcement since 1977 has allowed him to develop a most unique and thorough grasp of the complexities of providing psychological services to public safety clients. His reputation and expertise is well known within the law enforcement community, and he has often been called upon by law enforcement administrators to advise and consult on the most sensitive and difficult matters. Many of the current psychological services provided to South Florida law enforcement agencies have been a direct result of his efforts. He has provided expert information and testimony numerous times for matters related to psychological fitness standards for law enforcement officers. He has also assisted many agencies in matters such as understanding and complying with the Americans with Disabilities Act (ADA). After 9/11, he was contracted to perform sensitive assessments germane to Homeland Security enhancement and continues to do so. Dr. Axelberd has also been instrumental in including and promoting the utilization of persons of color and women in a wide range of public safety consultations.

Encouraged by his colleagues and law enforcement community, Dr. Axelberd designed and developed a new and specialized personality screening instrument for the selection of Public Safety Applicants. The Public Safety Screening Inventory (PSSI) is different from other tests in that a

diverse group of actual Public Safety Officers were extensively involved in providing input and creating some of the individual test items. As a result, the item content of the PSSI is very job-related and directly assesses those characteristics and traits deemed essential by those working in the field. The PSSI to date has proved itself to be a very valuable addition to the firm's battery of pre-employment instruments.

Dr. Axelberd has received awards and has been frequently recognized for his positive contributions in areas such as Pre-Employment Psychological Screening, Officer Assistance Programs, Personnel Policy Development, Fitness for Duty Evaluations, Critical Incident Debriefings, Officer Training Programs and assisting agencies in the development and implementation of effective selection systems. He has been featured several times in the written and television media for his innovative consultations with law enforcement agencies. For example, he has appeared on the TV news program 20/20, 48 Hours and the USA Today TV News Journal. The International Association of Chiefs of Police honored Dr. Axelberd with a certificate of appreciation for his teaching of seminars involving pre-employment psychological screening. In the early 1980's, Dr. Axelberd also worked closely with the Florida Police Standards and Training Commission to initiate pre-employment psychological testing standards and officer assistance programs throughout the State of Florida. In 1981, Dr. Axelberd wrote the original guidelines on behalf of the commission for the conducting of pre-employment screening in the state. During this same period, he was also one of only a few select public safety psychologists chosen by Harper and Row Media to conduct nationwide workshops with law enforcement executives on the introduction of psychological services to their respective agencies. Dr. Axelberd was selected by the Council of Police Psychologists to initiate national guidelines for psychological screening of law enforcement applicants. He has been called upon by numerous agencies on a local, national and even international level to provide opinions and make recommendations on numerous subjects related to public safety psychological services. For example, he worked closely with the Dallas Police Department, New York City P. D., Rochester Police Department and several others in critically assessing and developing updated selection procedures. On an international level, he provided extensive input to the Moscow, London, Ottawa, and Israeli law enforcement agencies.

Dr. Axelberd gained his reputation through his "hands-on" provision of psychological services. He was directly involved in the screening of over 70,000 law enforcement applicants and conducted approximately 300 Fitness for Duty Evaluations. He also designed innovative and very successful confidential counseling programs, training seminars, and critical incident stress debriefings for law enforcement personnel and their families. Over the years, he provided counseling assistance to an innumerable number of South Florida officers and families.

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STATE OF FLORIDA  
 DEPARTMENT OF HEALTH  
 DIVISION OF MEDICAL QUALITY ASSURANCE

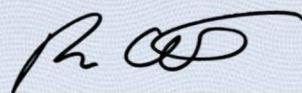
DATE	LICENSE NO.	CONTROL NO.
MAY 30, 2024	PY 7198	72329

## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

BRIAN LAWRENCE MANGAN  
 9960 NW 116 WAY  
 SUITE 12  
 MEDLEY, FL - 33178



Ron DeSantis  
 GOVERNOR



Joseph A. Ladapo, MD, PhD  
 STATE SURGEON GENERAL

Scan QR Code for  
 License Authentication



DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA  
 DEPARTMENT OF HEALTH  
 DIVISION OF MEDICAL QUALITY ASSURANCE

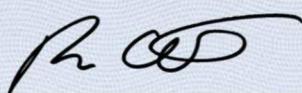
DATE	LICENSE NO.	CONTROL NO.
APRIL 16, 2024	PY 9608	68451

## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

MARIA EUGENIA GALMARINI  
 9960 NW116TH WAY  
 SUITE 12  
 MIAMI, FL - 33178



Ron DeSantis  
 GOVERNOR



Joseph A. Ladapo, MD, PhD  
 STATE SURGEON GENERAL

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DISPLAY IF REQUIRED BY LAW

BSO RLI # 24023VR

LEPCA

10

STATE OF FLORIDA  
 DEPARTMENT OF HEALTH  
 DIVISION OF MEDICAL QUALITY ASSURANCE

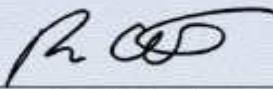
DATE	LICENSE NO.	CONTROL NO.
FEBRUARY 28, 2024	PY 9516	66317

## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

VANESSA DANIELLE PEREZ  
 9960 NW 116TH WAY  
 SUITE 12  
 MIAMI, FL - 33178



Ron DeSantis  
 GOVERNOR



Joseph A. Ladapo, MD, PhD  
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STATE OF FLORIDA  
 DEPARTMENT OF HEALTH  
 DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
MAY 21, 2024	PY 9014	71255

## THE PSYCHOLOGIST

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

EXPIRATION DATE: MAY 31, 2026

MIRELIS PERAZA  
 9960 NW 116 WAY  
 STE. 12  
 MIAMI, FL - 33178



Ron DeSantis  
 GOVERNOR



Joseph A. Ladapo, MD, PhD  
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LEPCA

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**Submittal Document 7.6 (b)****LEPCA Organizational Chart**

Psychologists on staff who conduct assessment/interviews:

**President and Senior Psychologist:**

Brian Mangan, Psy.D. , ABPP  
Board Certified in Police & Public Safety Psychology  
Licensed Psychologist

**Lead Staff Psychologist:**

Maria Galmarini, Psy.D., ABPP  
Board Certified in Police & Public Safety Psychology  
Licensed Psychologist

**Staff Psychologists:**

Vanessa Perez, Psy.D  
Licensed Psychologist

Mirelis Peraza, Psy.D.  
Licensed Psychologist

**Postdoctoral Fellow**

Samantha Rodriguez, Psy.D.

**Office Staff:**

Mayte Aponte- Office Manager

All listed licensed psychologists operate out of the main office location\*:

9960 NW 116<sup>th</sup> Ave, Suite 12  
Medley, FL 33178  
305-442-8800

\*In process of obtaining a Broward County Business License for north office

**Founder of LEPCA and Consultant**

Mark Axelberd, Ph.D, ABPP (Retired from Active Practice)  
Board Certified in Police & Public Safety Psychology

BSO RLI # 24023VR

LEPCA

1

**Submittal Document 7.6 (c)****LEPCA Practice Address**

All listed licensed psychologists operate out of the main office location\*:

9960 NW 116<sup>th</sup> Ave  
Suite 12  
Medley, FL 33178  
305-442-8800

(office is just south of Miami-Dade and Broward County line- south of Miramar on I-75 and FL TPK.)

\*Currently in process of obtaining a Broward County business license to open office near Nob Hill and 595

**Submittal Document 7.6 (d)****Prior Work Experience**

Law Enforcement Psychological & Counseling Associates, Inc (LEPCA) has been intricately involved in every facet of law enforcement and public safety consultation. In particular, the firm is very well known for its expertise in pre-employment psychological screening of public safety personnel, including police officer/deputy sheriff, correctional officer/detention deputy, communications operator/dispatcher, public/community service aide, child investigative specialist, armed safe school officer, and many other non-sworn public safety positions. LEPCA's evaluation process has often served as a model for numerous psychologists entering this specialized field. We have conducted approximately 90,000 evaluations for over 70 public safety agencies over the past nearly forty years and carried out extensive research in this area. Our screening system strictly adheres to laws governed by the EEOC, including the Americans with Disabilities Act (ADA) and Genetic Information Nondiscrimination Act (GINA). Moreover, our system meets and exceeds the guidelines set forth by the IACP, COPPS organization, California Commission on Peace Officer Standards and Training (POST), and CALEA.

Current Client Agencies with services similar in type and scope for this solicitation:

- Miami-Dade County Police Department
- Miami-Dade Corrections and Rehabilitation
- Miami-Dade Fire Rescue
- City of Miami Police Department
- Florida Fish and Wildlife
- City of Hollywood
- City of Fort Lauderdale
- Florida Highway Patrol
- Miami-Dade Schools Police Department
- Palm Beach Sheriff's Office
- Miami Beach Police Department

## **Submittal Document 7.7**

### **Reference Forms**

LEPCA Obtained Reference Forms from a diverse selection of agencies and personnel:

City of Miami Police Department:	Assistant Chief Armando Aguilar
Miami Dade Corrections and Rehab:	Bureau Commander John Prats
City of Hollywood Police Department:	Lieutenant Christopher Boyd
Town of Davie Police Department:	Investigator Dan Casey

BSO RLI # 24023VR

LEPCA

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DPX Form

## SUBMITTAL SECTION 7.7

Pg. 1

## REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the Proposer. Also note that BSO personnel are prohibited from completing this form.

PROPOSER'S COMPANY NAME: LAW ENFORCEMENT Psychological & Counseling  
ASSOCIATES, INC.  
 Name of Reference Agency: Miami Police Department

Address of Reference: 400 NW 2nd Avenue, Miami, Florida 33128

Contact Information of Reference: Armando R. Aguilar

Assistant Chief of Police

Name

Title

305-603-6120 (office); 305-491-2834 (mobile)

0056@miami-police.org

Phone #

E-Mail Address

1. Reference Company
  - a. Type of Business Law enforcement agency
  - b. Estimated # of employees 1,812
2. Project Name: Pre-EMPLOYMENT SCREENING /EVALUATIONS
3. Project Amount: \$3 million, 10-year term
4. Description of services provided by Vendor: Pre-employment psychological examinations, employee assistance program (EAP) services, critical incident stress debriefings, wellness visits, training.
5. Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor
6. Would you use this vendor again? Yes No If No, please explain: Yes.
7. Contract term - begin/end dates that Proposer has provided Services to you.  
 (If there were any breaks in services, please state reason and duration of the break):  
Primary vendor for over 40 years, no break in service. Current contract term is from 2019 to 2029.
8. Is Proposer still providing services to your agency? If not, please elaborate: Yes.
9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. Yes - provider is responsive to concerns and committed to its mission.
10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?  
 Yes - provider communicates with us frequently to ensure our expectations are met, and in the few instances where we must raise concerns, they are addressed promptly.

BSO RLI # 24023VR

LEPCA

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DPX Form

## SUBMITTAL SECTION 7.7

Pg. 2

PROPOSER'S COMPANY NAME: LAW ENFORCEMENT PSYCHOLOGICAL  
AND COUNSELING ASSOCIATES, INC.11. What is response time for addressing concerns? Within minutes.

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

LEPCA has provided EAP and wellness services to MPD for several decades. They are responsive to our expectations and concerns, and they have a solid understanding of the unique psychological and overall wellness needs of first responders and our families.

Please rate your experience with the Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
<b>1. Vendor's Quality of Service</b>				
a) Responsive			X	
b) Accuracy			X	
c) Deliverables			X	
<b>2. Vendor's Organization:</b>				
a) Staff expertise			X	
b) Professionalism			X	
c) Staffing Turnover			X	
d) Timeliness of Project			X	
e) Deliverables			X	
<b>3. Project completed within budget</b>				
<b>4. Cooperation with:</b>				
a) Your Firm			X	
b) Subcontractor(s)/ Subconsultant(s)			X	
c) Regulatory Agency(ies)				X

## Additional Comments: (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

Armando R. Aguilar   
 Name & Signature of Agency Representative

Assistant Chief of Police

Title

September 17, 2024

Date

BSO RLI # 24023VR

LEPCA

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DPX Form

SUBMITTAL SECTION 7.7  
Pg. 1

## REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the Proposer. Also note that BSO personnel are prohibited from completing this form.

PROPOSER'S COMPANY NAME: LAW ENFORCEMENT Psychological & Counseling ASSOCIATES, INC.  
Name of Reference Agency: MIAMI-DADE Corrections and Rehabilitation  
Address of Reference: 3505 NW 107 AVE - DORAL, FL. 33147

Contact Information of Reference:

John Prats  
 Name  
786-263-6209  
 Phone #

Bureau Commander  
 Title  
John.Prats@miamidade.gov  
 E-Mail Address

1. Reference Company
  - a. Type of Business Government - JAIL
  - b. Estimated # of employees 3,086
2. Project Name: PRE-EMPLOYMENT SCREENING / EVALUATIONS
3. Project Amount: \$750,000
4. Description of services provided by Vendor: Pre-employment psychological Assessments

5. Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor6. Would you use this vendor again? Yes No If No, please explain: \_\_\_\_\_

7. Contract term - begin/end dates that Proposer has provided Services to you.

(If there were any breaks in services, please state reason and duration of the break):

NO BREAK IN SERVICEFrom 2000-Present - Recently entered into 5 yr contract8. Is Proposer still providing services to your agency? If not, please elaborate: Yes9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. Yes very satisfied

10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?

Very responsive and direct.

John C. Prats, MBA, SPHR, SHRM-SCP  
 Human Resources Bureau Commander

Corrections and Rehabilitation Department  
 Personnel Management Bureau  
 3505 NW 107 Ave  
 Doral, Florida 33178  
 T 786-263-6209  
 C 305-773-8675  
 John.Prats@miamidade.gov

miamidade.gov

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BSO RLI # 24023VR

LEPCA

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DPX Form

## SUBMITTAL SECTION 7.7

Pg. 2

PROPOSER'S COMPANY NAME: LAW ENFORCEMENT PSYCHOLOGICAL  
AND COUNSELING ASSOCIATES, INC.11. What is response time for addressing concerns? 24 hours

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

Excellent Vendor - Dr. Mangan is  
a consummate professional

Please rate your experience with the Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
<b>1. Vendor's Quality of Service</b>			✓✓	
a) Responsive			✓	
b) Accuracy			✓✓	
c) Deliverables			✓	
<b>2. Vendor's Organization:</b>			✓✓	
a) Staff expertise			✓	
b) Professionalism			✓	
c) Staffing Turnover			✓	
d) Timeliness of Project			✓	
e) Deliverables			✓	
<b>3. Project completed within budget</b>			✓	
<b>4. Cooperation with:</b>			✓	
a) Your Firm			✓	
b) Subcontractor(s)/ Subconsultant(s)			✓	
c) Regulatory Agency(ies)			✓	

## Additional Comments: (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

John Prats John Prats Bureau Commander  
 Name & Signature of Agency Representative Title  
9/17/24  
 Date



John C. Prats, MBA, SPHR, SHRM-SCP  
 Human Resources Bureau Commander

Corrections and Rehabilitation Department  
 Personnel Management Bureau  
 3505 NW 107 Ave  
 Doral, Florida 33178  
 T 786-263-6209  
 C 305-773-8675  
 John.Prats@miamidade.gov



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BSO RLI # 24023VR

LEPCA

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DPX Form

## SUBMITTAL SECTION 7.7

Pg. 1

## REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the Proposer. Also note that BSO personnel are prohibited from completing this form.

PROPOSER'S COMPANY NAME: LAW ENFORCEMENT Psychological & Counseling ASSOCIATES, INC  
 Name of Reference Agency: Hollywood Police Department

Address of Reference: 3250 Hollywood Blvd Hollywood, FL 33021

Contact Information of Reference:

<u>Christopher Boyd</u>	<u>Lieutenant</u>
Name	Title
<u>954-967-4373</u>	<u>CBOYD@hollywoodfl.org</u>
Phone #	E-Mail Address

1. Reference Company
  - a. Type of Business Government - Police
  - b. Estimated # of employees 470
2. Project Name: Pre-EMPLOYMENT SCREENING / EVALUATIONS
3. Project Amount: \$60,000
4. Description of services provided by Vendor: Pre-employments psychological evaluations, psychological fitness for duty evaluations, critical incident stress debriefings, peer support trainings, line supervision trainings
5. Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor
6. Would you use this vendor again? Yes No If No, please explain: \_\_\_\_\_
7. Contract term - begin/end dates that Proposer has provided Services to you.  
 (If there were any breaks in services, please state reason and duration of the break):  
2006 with no breaks of service
8. Is Proposer still providing services to your agency? If not, please elaborate: Yes  
 \_\_\_\_\_
9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. Yes, very easy scheduling method, responsive to emails and phone calls, willing to assist with any department wide training
10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?  
Yes, promptly.

BSO RLI # 24023VR

LEPCA

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DPX Form

## SUBMITTAL SECTION 7.7

Pg. 2

PROPOSER'S COMPANY NAME: LAW ENFORCEMENT PSYCHOLOGICAL  
AND COUNSELING ASSOCIATES, INC.

11. What is response time for addressing concerns? within 24 hours

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

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Please rate your experience with the Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
<b>1. Vendor's Quality of Service</b>			✓	
a) Responsive			✓	
b) Accuracy			✓	
c) Deliverables			✓	
<b>2. Vendor's Organization:</b>			✓	
a) Staff expertise			✓	
b) Professionalism			✓	
c) Staffing Turnover				✓
d) Timeliness of Project			✓	
e) Deliverables			✓	
<b>3. Project completed within budget</b>			✓	
<b>4. Cooperation with:</b>				
a) Your Firm			✓	
b) Subcontractor(s)/ Subconsultant(s)			✓	
c) Regulatory Agency(ies)			✓	

**Additional Comments:** (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

Christopher Boyd

*Christopher Boyd*

Lieutenant

Name &amp; Signature of Agency Representative

Title

9/17/2024

Date

BSO RLI # 24023VR

LEPCA

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DPX Form

## SUBMITTAL SECTION 7.7

Pg. 1

## REFERENCE FORM

**REFERENCE FORM** - To be completed by Proposer's Client, not the Proposer. Also note that BSO personnel are prohibited from completing this form.

**PROPOSER'S COMPANY NAME:** LAW ENFORCEMENT Psychological & Counseling Associates, INC  
**Name of Reference Agency:** DAVIE POLICE DEPT

**Address of Reference:** 1230 S. NOB HILL RD DAVIE, FL 33324

**Contact Information of Reference:**

D. Casey  
 Name Background Investigation  
 Title  
(954)693-8328  
 Phone # dcasey@DAVIE-FL.GOV  
 E-Mail Address

1. Reference Company
  - a. Type of Business Police Dept.
  - b. Estimated # of employees 240
2. Project Name: PRE-EMPLOYMENT SCREENING/EVALUATIONS
3. Project Amount: \$ 20,000.
4. Description of services provided by Vendor: PRE-EMPLOYMENT SCREENING/EVALUATIONS
5. Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor
6. Would you use this vendor again? Yes No If No, please explain: \_\_\_\_\_
7. Contract term - begin/end dates that Proposer has provided Services to you.  
 (If there were any breaks in services, please state reason and duration of the break):  
2006 - Present
8. Is Proposer still providing services to your agency? If not, please elaborate: YES
9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. YES, WHICH ALWAYS EXCEEDS EXPECTATIONS.
10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?  
YES

BSO RLI # 24023VR

LEPCA

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DPX Form

## SUBMITTAL SECTION 7.7

Pg. 2

**PROPOSER'S COMPANY NAME:** LAW ENFORCEMENT PSYCHOLOGICAL  
AND COUNSELING ASSOCIATES, INC.

11. What is response time for addressing concerns? IMMEDIATE.

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

LEPCA is/has always been accomodating w/ feedback,  
appointments and any questions we've had

<b>Please rate your experience with the Vendor:</b>	<b>Needs Improvement</b>	<b>Satisfactory</b>	<b>Excellent</b>	<b>Not Applicable</b>
<b>1. Vendor's Quality of Service</b>				
a) Responsive			X	
b) Accuracy			X	
c) Deliverables			X	
<b>2. Vendor's Organization:</b>				
a) Staff expertise			X	
b) Professionalism			X	
c) Staffing Turnover			X	
d) Timeliness of Project			X	
e) Deliverables			X	
<b>3. Project completed within budget</b>			X	
<b>4. Cooperation with:</b>				
a) Your Firm			X	
b) Subcontractor(s)/ Subconsultant(s)			X	
c) Regulatory Agency(ies)			X	

**Additional Comments:** (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

DANIEL CASEYD. C. # 1120

Name &amp; Signature of Agency Representative

BACKGROUND INVESTIGATION

Title

9/17/24  
Date

**W-9**

Form  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Brian Mangan

2 Business name/disregarded entity name, if different from above.

**Law Enforcement Psychological & Counseling Associates, Inc**

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor    C corporation    S corporation    Partnership    Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.

9960 NW 116th Way, Suite 12

Requester's name and address (optional)

6 City, state, and ZIP code

Medley, FL 33178

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number									
5	9	-	1	9	7	8	7	5	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person

Date

9/12/24

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

### **Exhibit 3.7.1**

#### **Proposer Requirements for Pre-employment Psychological Services**

It is the intent of Law Enforcement Psychological & Counseling Associates, Inc to provide our client agencies with state-of-the-art psychological services including pre-employment psychological evaluations. Our entire office and screening system have been designed to meet the needs of our Public Safety Agency clients. Any agency that uses our services knows the effort we make to accommodate the unique needs of our law enforcement clients. For example, we developed a comprehensive website that allows agencies to independently schedule applicants at any time up to the morning of testing and download final applicant reports within 48-hours from completion of evaluation. Client agencies have independent and secure user access to the scheduling feature on our website and will also use this secure platform to access evaluation documents including an applicant's Personal History Questionnaire and final evaluation report. We also have an "applicant's section" on our general website, which does not have access to secure agency information, but provides helpful preliminary information to applicants who are about to undergo the evaluation. We welcome any potential user of our services to look over the website located at [www.lepca.com](http://www.lepca.com)

1. Testing is conducted at our centrally located office at 9960 NW 116 Way, Suite 12, Medley, 33178. In order to provide a more convenient office location for the many agencies that we work with in both Broward and Palm Beach Counties, we believe that we have an excellent location close to three major roadways and near the Miami-Dade/Broward County line. This office is conveniently located within a mile from the Florida Turnpike, Palmetto Expressway, and Interstate 75. There is ample free parking for applicants. Our office facility is approximately 3,200 sq. ft. and is specifically designed for screening and other public safety services. We have a very large testing room with private individual test booths for each applicant.

Additionally, as of the time of submitting this proposal, LEPICA is in the process of obtaining a Broward County business license to open an office close to the 595/Nob Hill intersection, which we hope to accomplish by early 2025.

- **REMOTE / TELEHEALTH EVALUATIONS: In addition, our office is fully capable of performing remote/virtual pre-employment psychological evaluations and interviews, as well as psychological fitness for duty evaluations. Due to scheduling and hiring challenges, remote evaluations allow for tremendous flexibility when managing agency needs with in-person/office limitations. This allows for great flexibility with out-of-area agencies and applicants who may not be able to immediately travel for in-person appointments. LEPICA staff will proctor the remote evaluations and we utilize secure, password protected, and**

**HIPAA compliant platforms. All consent forms are digitized and sent to the candidate in advance of the remote/virtual evaluation, along with clear instructions about the process. LEPCA staff are present and available throughout the remote/virtual evaluation to observe candidates and respond to any inquiries or issues.**

2. For convenience, an agency can schedule their applicants on our website without contacting our office. We ask that scheduling appointments is done at least 24 hours in advance of the appointment day.
  - **For remote/virtual testing, please submit the candidate's email and telephone number to the office manager in advance of the appointment date so we can send the candidate instructions, remote link, and consent forms prior to appointment.**
3. In person/office pre-employment psychological screening is conducted Monday-Friday beginning at 9:30 a.m.
  - **Remote/Virtual testing is conducted M/W/F beginning at 10:00 a.m.**
4. All personality instruments are immediately scored at our office as each applicant finishes their individual tests.
5. Concise and job-related final written reports and a related background questionnaire are generated on each applicant and posted for review and/or downloading on our website within 72 hours of completion of testing. However, verbal feedback or a final report can be provided within a 24-hours of testing on special request.
6. Our firm is extremely familiar with and conforms to the Americans with Disabilities Act (ADA), Equal Employment Opportunity Commission (EEOC), and Genetic Information Nondiscrimination Act (GINA.) No legal complaint or litigation alleging discrimination has ever been filed against our firm.
7. Our screening system meets or exceeds all the recommendations and guidelines of the following organizations: International Association of Chiefs of Police, CALEA, Council of Police Psychologists, National Institute of Justice, and California POST Commission.

The following Exhibits 3.7.2.1 and 3.7.2.2.5 will provide a summation and outline of our screening system, testing, procedures, and report delivery. We have every confidence that our screenings provide relevant applicant information and accurate final ratings, which can make an important contribution to the agency's final selection decisions.

Supplier: **Law Enforcement Psychological & Counseling Assoc.**

**Broward Sheriff's Office**  
**2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**RLI # 24023VR**  
**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

**Venessa Redman**  
**Senior Purchasing Agent**

Supplier: **Law Enforcement Psychological & Counseling Assoc.**



## **SUBMITTAL SECTION**

**RLI 24023VR**

### **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

1. **COMPANY PROFILE:** Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with legal entity (corporation, partnership, individual). Payment will be made to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

**Law Enforcement Psychological &  
Counseling Associates, Inc**

Legal Company Name

Corporation

Indicate if Corporation, Partnership, Or  
Individual submitting Proposal

**9960 NW 116th Way, Suite 12**

**Brian Mangan**

Company Street Address

Electronic Signature Name of Officer  
Submitting Proposal

**Medley, FL 33178**

President

City, State, Zip Code

Title of Officer Submitting Proposal

**59-1978758**

**bmangan@lePCA.com**

Federal ID Number

Email Address of Officer Submitting  
Proposal

**305-442-8800 x 2**

**305-297-0974**

Telephone Number

Cell # of Officer Submitting Proposal

**305-442-4469**

## FAX Number

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation: **1980**
2. State of Incorporation: **Florida**
3. President s Name: **Brian Mangan**
4. Vice President s Name: **Brian Mangan**
5. Secretary s Name: **Brian Mangan**
6. Treasurer s Name: **Brian Mangan**

7. Name and Address of Resident Agent:  
**Brian Mangan**  
**9960 NW 116th Way, Suite 12**  
**Medley, FL 33178**

B. If Proposer is a partnership, answer the following:

1. Date of Organization: **N/A**
2. Name, address and ownership of all partners:

**N/A**

3. State whether a general or limited partnership:

C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

**N/A**

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents, if necessary):

**N/A**

E. Under what other former names has your organization operated?

**N/A**

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

**N/A**

G. SALE, ACQUISITION OR MERGER:

- i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes  No

ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes  No

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes  No

If Yes, please explain:

2. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or family member(s) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes  Name(s) and Position(s)  
No

3. **BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:**

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt # Expiration Date

Does your firm have a Broward County Occupational License?

Yes  No

If yes, label and attach file as **Submittal Document 3.1**. Also, have you included a copy of your license in the proposal and attached as **Submittal Document 3.1**?

Yes  No

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corporations Document must be the same as #1. Company Profile Legal Company Name).

State of FL, Div. of Corporations Document # Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes  No

If yes, label and attach file as **Submittal Document 3.2** . Also, have you included a copy of your license in the proposal and attached as **Submittal Document 3.2** ?

Yes  No

3.3 List other Licenses, include copy with Proposal and label as **Submittal Document 3.3** :

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS (LEGAL/OTHER ACTIONS):

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this solicitation that have occurred within the last three (3) years of the Proposer and its Principals. Case includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professional board.

Principals mean the following:

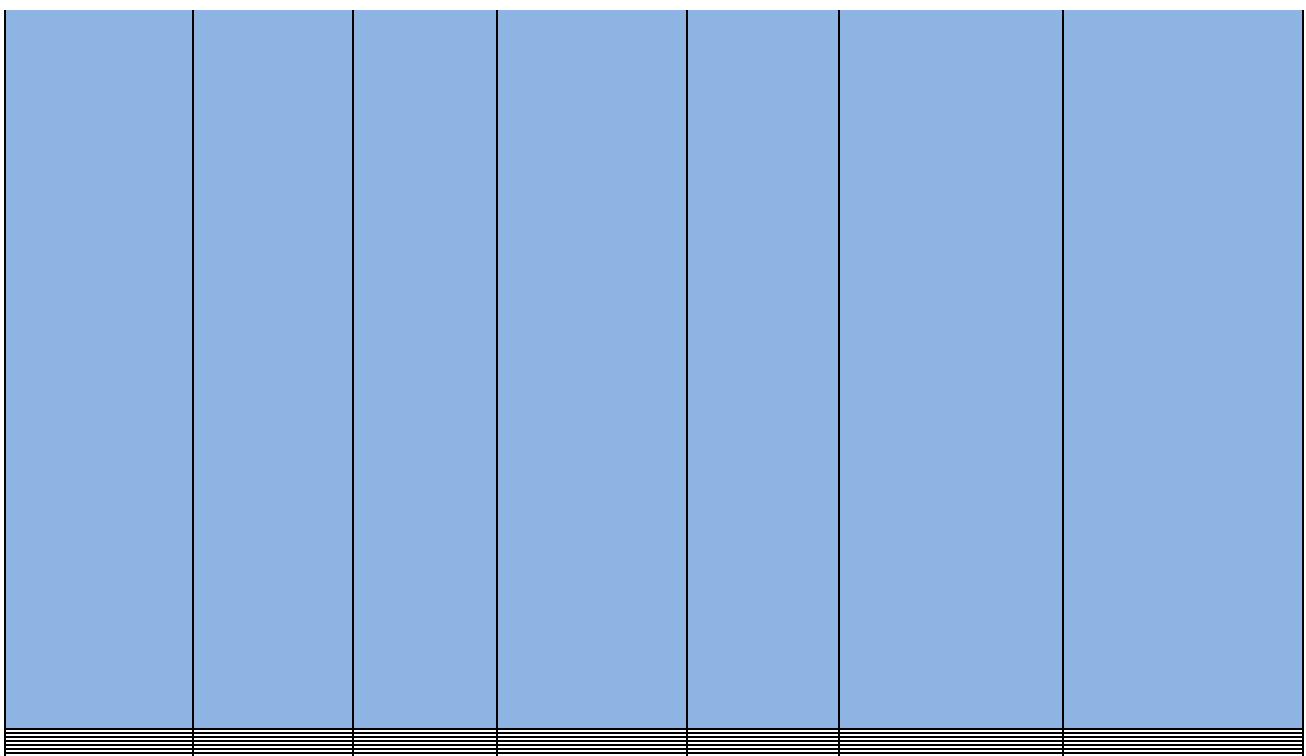
- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who have a controlling interest in a corporation. A "controlling interest for a corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classes of stock of the corporation or more than 50 percent of the beneficial ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 percent, directly or indirectly, of the capital, profits, or beneficial interest in the partnership, association, trust, or other entity.
- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indirectly, of the total membership interest of the limited liability company or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability company.
- (D) A parent and/or a subsidiary of your firm.

Has your firm or its Principals had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions within the last three (3) years?

Yes  No

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each) ("Named Parties")	Provide a summary/nature of the Action	Provide a status/Disposition of the Action (active, closed, debarred, settled, suspended [state the period of debarment and/or suspension], etc.) for each of the Named Parties. (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment)



##### **5. COMMUNITY BETTERMENT PROGRAM:**

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

Yes  No

If Yes, include copy of certification with your Proposal. Label file as **Submittal Document 5** and upload into BidSync.

##### **6. OTHER GOVERNMENTAL AGENCIES:**

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff s Offices, other Florida Police Department and/or other Florida Governmental Agencies with similar requirements. If yes, the other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

Other Florida Sheriff s Office(s) Yes  No

Other Florida Police Department(s) Yes  No

Other Florida Governmental Agencies Yes  No

##### **7. EXPERIENCE:**

7.1 Number of years your firm has provided services as outlined in this Solicitation: **44 years**

7.2 How long has your company been in business?

**44 years**

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes  No

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as **Submittal Document 7.4** and upload into BidSync.

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as **Submittal Document 7.5** and upload into BidSync.

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as it relates to the services/project requested in this solicitation. The qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualification summary should also include the following:

(a) *Experience Summaries* For each key person that will be assigned to the services/project, the submittal must include an experience summary. The summary should clearly identify the key person's prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the context of this service/project. *Full resumes should be included as an attachment to the submittal.*  
Label file as **Submittal Document 7.6. (a)** and upload into BidSync.

(b) *Team Organization Chart* A graphic representation of the team members that will be assigned to the service/project. The chart should show the level of organizational responsibility for the key personnel that the firm will assign to the project.  
Label file as **Submittal Document 7.6. (b)** and upload into BidSync.

(c) *Addresses* The address of the office in which each key person currently works.  
Label file as **Submittal Document 7.6. (c)** and upload into BidSync.

(d) *Prior Work Experience* Each submittal should include a description of no less than three (3) services/projects similar in type and scope to the project described in this solicitation. The projects described in the submittal should have been undertaken by the responding firm within the previous five (5) years.  
Label file as **Submittal Document 7.6. (d)** and upload into BidSync.

7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be printed for this purpose.) Proposer certifies that the services provided in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. Reference checks may be performed as a method of verifying prior performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSync and label as **Submittal Document 7.7**.

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

**Submittal Document 4** Yes  No

**Submittal Document 5** Yes  No

**Submittal Document 7.4** Yes  No

**Submittal Document 7.5** Yes  No

**Submittal Document 7.6. (a)** Yes  No

**Submittal Document 7.6. (b)** Yes  No

**Submittal Document 7.6. (c)** Yes  No

**Submittal Document 7.6. (d)** Yes  No

**Submittal Document 7.7** Yes  No

Supplier: **Law Enforcement Psychological & Counseling Assoc.**

**SUBMITTAL DOCUMENT 4**

List any court cases, litigation, judgments, settlements of cases; and debarments and/or suspensions (Legal/other Actions) within the past three (3) years of the Proposer and/or its F

Supplier: **Law Enforcement Psychological & Counseling Assoc.**



**PROPOSAL QUESTIONNAIRE**

**RLI #24023VR**

**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

	<p>Please note that Periscope/BidSync limits the amount of characters in your response. We recommend Proposers respond in as concise a manner as possible. If your response exceeds the maximum number of characters accepted, attach a separate document titled Supplemental Responses. List the question number, restate the question, and provide the supplemental information and/or detailed response. Additional items uploaded should refer to the corresponding number within the Questionnaire.</p>	
	QUESTION	RESPONSE
1.	If awarded does your firm intend to utilize sub-contractors or others that are not employed by your firm?	<b>No</b>
2.	List your locations if you have more than one where services are performed.	
3.	List Primary location:	<b>9960 NW 116th Way, Suite 12 Medley, FL 33178</b>
	<p>Provide the Suggested Instruments to be used and/or Recommended Tests for the following positions:</p>	
4.	Regional Communications Operator Trainee	<b>Personal History Questionnaire, California Psychological Inventory, Personality Assessment Inventory</b>
5.	Deputy Sheriff Department of Detention	<b>Personal History Questionnaire, California Psychological Inventory, Personality Assessment Inventory, Public Safety Selection Inventory</b>

6.	Deputy Sheriff - Department of Law Enforcement	<b>Personal History Questionnaire,</b> <b>California Psychological Inventory,</b> <b>Personality Assessment Inventory,</b> <b>Public Safety Selection Inventory</b>
7.	CADET Department of Detention	<b>Personal History Questionnaire,</b> <b>California Psychological Inventory,</b> <b>Personality Assessment Inventory,</b> <b>Public Safety Selection Inventory</b>
8.	CADET Department of Law Enforcement	<b>Personal History Questionnaire,</b> <b>California Psychological Inventory,</b> <b>Personality Assessment Inventory,</b> <b>Public Safety Selection Inventory</b>

## Supplier: Law Enforcement Psychological & Counseling Assoc.

### AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Proposer's submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO's Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change

**Legal Company Name: Law Enforcement Psychological & Counseling Associates, Inc**

**Electronic Signature: Brian Mangan**

**Company's Authorized Representative: Brian Mangan**

**Brian Mangan**  
Name

**President**  
Title

Supplier: **Law Enforcement Psychological & Counseling Assoc.**



## **GENERAL TERMS AND CONDITIONS RLI 24023VR PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

### **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

#### **SECTION ONE – GENERAL**

- 1.1. Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com) **on or before the specified time and date on the bid document.**
- 1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.
- 1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.
- 1.4. **COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.:** All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.
- 1.5. **CONFIDENTIAL & PROPRIETARY:** Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal.** An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

**Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.**

**Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not**

**be responsible for delineating documents considered by Proposer to be confidential or proprietary.**

**Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.**

1.6 **PUBLIC RECORD:** Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) 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 contractor does not transfer the records to SHERIFF.
- (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin\\_Foley@sheriff.org](mailto:Erin_Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

1.7 **AGREEMENT PROVISIONS:**

1.7.1 Awarded Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Awarded Proposer shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the Contract.

1.7.2 In the event no exceptions are included on the Agreement Exception Form, then Awarded Proposer agrees to the terms and conditions found within the attached Sample Agreement. In the event exceptions are included on the Agreement Exception Form by the Awarded Proposer, then BSO reserves the right, in its sole and absolute discretion, to accept or reject any or all of the proposed changes and if the parties cannot come to an agreement, BSO can proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO. Additionally, BSO reserves the right, at any time, to add, modify and delete any of the terms and conditions provided in the Sample Agreement subject to Awarded Proposer's agreement. In the event Awarded Proposer does not agree, BSO can either agree or proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO.

1.8 **ASSIGNMENT:** Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.

1.9 **SUBCONTRACTORS/INDEPENDENT CONTRACTORS:** Proposer may utilize subcontractors or independent contractors to fulfill the terms of any resulting agreement provided:

1.9.1 Written approval by BSO, and

1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and

1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.

1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.

1.10 **COMMUNITY BETTERMENT:** The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.

1.11. **NON-DISCRIMINATION:** Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.12. **AGENT/BROKERS:** The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.

1.13. **INSURANCE:** Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverage set forth in this Article. The provisions of this Article shall survive the expiration or termination of this Agreement.

The purpose of the insurance requirements set forth in this Article is to obtain assurance that the CONTRACTOR will have the financial capacity (insurance funds) to meet its contractual duties and responsibilities set forth in this Agreement including, but not limited to, the indemnification provisions contained herein.

All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

All insurance policies shall name the following as additional insured: the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, employees, agents and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

All insurance policies shall be endorsed to provide that (a) CONTRACTOR's insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and (b) CONTRACTOR's insurance policy includes a "severability of interest" clause and (c) the CONTRACTOR's insurance policy provides a waiver of subrogation in favor of the SHERIFF and Broward County.

Self-Insurance shall not be acceptable, unless approved by BSO Risk Management.

CONTRACTOR shall provide Sheriff's Director of Risk Management and Sheriff's Contracts Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article within three (3) calendar days of CONTRACTOR's receipt of a notice of intent to award, and, at any time thereafter, upon request by the Sheriff. If the CONTRACTOR fails to submit the required insurance certificate in the manner prescribed, the CONTRACTOR shall be in default, and the Agreement may be rescinded at the Sheriff's sole discretion.

CONTRACTOR shall provide, within thirty (30) days after receipt of a written request from the SHERIFF, a copy of the policies providing the coverage required by this Agreement. CONTRACTOR may redact provisions of the policies that are not relevant to the insurance required by this Agreement.

CONTRACTOR's insurance policies shall be endorsed to provide Sheriff with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn: Contract Manager  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office  
Attn: Director of Risk Management  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage. The retroactive date, if any, shall be no later than the first day of service to the SHERIFF.

If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no less than five (5) times the occurrence limits specified above in this Article.

CONTRACTOR shall require its insurance carrier to notify BSO Risk Management if the reserves against the aggregate reaches 50% of the aggregate limit. Upon such notification, BSO shall have the right to require CONTRACTOR to obtain additional coverage acceptable to BSO at CONTRACTOR's expense.

If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the SHERIFF until such time that the SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. The SHERIFF, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

**Renewal of Insurance.** CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate is scheduled to expire during this period, CONTRACTOR shall be responsible for submitting a new or renewed insurance certificate to BSO at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate is not replaced with a new or renewed certificate which covers the contractual period, BSO may suspend this Agreement until such time as the new or renewed certificate is received by BSO.

**Minimum Coverage.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude SHERIFF from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

SHERIFF is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and nothing herein is intended to serve as a waiver of sovereign immunity nor shall anything include herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

CONTRACTOR shall carry the following minimum types of insurance:

**WORKER'S COMPENSATION INSURANCE** is to be maintained in compliance with the "Workers' Compensation Law" of the State of Florida for statutory obligations imposed by Workers Compensation or Occupational Disease Laws, including where applicable, the United States Longshoreman's and Harbor Workers Act, the Federal Employers Liability Act and the Jones Act which includes Employers' Liability insurance and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with the following minimum limits:

Employer's Liability for each accident – Five Hundred Thousand Dollars (\$500,000.00)  
Employer's Liability for each disease – Five Hundred Thousand Dollars (\$500,000.00)

**COMMERCIAL GENERAL LIABILITY INSURANCE.** CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include the following coverages: Premises and/or operations, independent contractor, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

**BUSINESS AUTOMOBILE LIABILITY** with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles;
- Hired and non-owned vehicles;
- Leased;
- Employees' non-ownership;

**FIDELITY BOND OR CRIME COVERAGE.** If the CONTRACTOR is doing work involving the SHERIFF's financial accounts, financial data or handling money, a fidelity bond or crime coverage is required. Coverage shall include employee dishonesty, forgery or alteration, social engineering, theft, disappearance and destruction (inside and outside) with minimum limits of One Million Dollars (\$1,000,000). The bond or policy shall include coverage for all directors, officers, agents and employees of the CONTRACTOR, name SHERIFF as loss payee, include coverage for extended theft and mysterious disappearance and not contain a condition requiring an arrest and conviction.

**PROPERTY INSURANCE, BUILDER'S RISK, or INSTALLATION FLOATER.** Such insurance shall be in force and evidenced to SHERIFF as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks" Completed Value form to provide coverage at least equal to the full contract value of the project when complete with a deductible not to exceed Ten Thousand Dollars (\$10,000) each claim for all perils except wind and flood. For the perils of wind and flood, CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by the SHERIFF's Risk Management Division.

- The Builder's Risk policy shall include coverage for any damage to property resulting from faulty workmanship.
- Sublimits: Any sublimit for wind or flood must be approved by the SHERIFF's Risk Management Division.
- Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by SHERIFF.
- The Builder's Risk policy shall reflect BSO, the Broward Sheriff's Office, the Sheriff, Broward County, the Board of County Commissioners, its officers, agents, employees and Commission Members as an "Additional Insured" and as a loss payee.
- The Builder's Risk policy(ies) shall be endorsed to waive the insurer's rights of subrogation against BSO, the Broward Sheriff's Office, the Sheriff, Broward County, the Board of County Commissioners, its officers, agents, employees and Commission Members.
- The Builder's Risk Insurance shall include interests of the Broward Sheriff's Office, the CONTRACTOR and subcontractors of the project.
- The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. Broward Sheriff's Office reserves the right, at its sole discretion, to utilize the CONTRACTOR's Builder's Risk Insurance or for the Sheriff's Office to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the Sheriff's Office the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the Sheriff's Office utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the Sheriff's Office chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the Sheriff's Office with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule.

**PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE:** In the event professional services are being provided, CONTRACTOR shall carry Professional Liability coverage that has a per occurrence limit of not less than One Million (\$1,000,000) dollars per claim, and an annual aggregate limit of not less than Two Million (\$2,000,000) dollars. CONTRACTOR shall require its subcontractors and independent contractors to carry these same levels of professional liability insurance.

**CYBER LIABILITY INSURANCE:** If applicable, limits of not less than One Million (\$1,000,000) dollars for each wrongful act, and Three Million (\$3,000,000) dollars in the aggregate that provides coverage for: Liability for security or privacy breaches, including loss or unauthorized access to, use of, or tampering with computer systems, including hacker attacks and the introduction of a computer virus into, or otherwise causing damage to BSO's or a third party's computer, computer system, network, or similar computer related property and data, software and computers thereon; costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.

**POLLUTION LIABILITY.** This coverage is required whenever the work at issue under this Agreement involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the services contemplated herein. The policy shall cover the CONTRACTOR's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). This coverage can be obtained through the CONTRACTOR's Commercial General Liability policy by including the Limited Pollution Liability Extension ISO endorsement CG 2415 or its equivalent.

If the CONTRACTOR is responsible for the transport of any hazardous waste, the CONTRACTOR can extend the Pollution Liability Policy to cover this exposure or the CONTRACTOR can add to the Business Automobile Policy by adding ISO endorsement CA 9948 and MCS-90.

**UMBRELLA OR EXCESS LIABILITY INSURANCE.** CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insured.

#### 1.14 INDEMNIFICATION:

Contractor shall indemnify, hold harmless and defend the SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

**PLEASE NOTE:** Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

**1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:**

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten (10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

**1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.**

**1.17 AUDIT**

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- 1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
- 1.18.2 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or
- 1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or that it does not have business operations in Cuba or Syria.

1.19. Verification of Employment Eligibility:

- 1.19.1 In accordance with, §448.095, Florida Statutes, Awarded Proposer shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Awarded Proposer enters into a contract with a subcontractor performing work or providing services on its behalf, Awarded Proposer shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

1.19.2 Every Awarded Proposer shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Awarded Proposer may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

1.19.3 The Awarded Proposer certifies that:

- 1.19.3.1. The Awarded Proposer and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
- 1.19.3.2 The Awarded Proposer and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- 1.19.3.3 The Awarded Proposer will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- 1.19.3.4 The Subcontractor will provide the Awarded Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- 1.19.3.5 The Awarded Proposer must maintain a copy of such affidavit.
- 1.19.3.6 The Broward Sheriff's Office may terminate this Agreement on the good faith belief that the Awarded Proposer or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 1.19.3.7 If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), the Awarded Proposer may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated.
- 1.19.3.8 The Awarded Proposer is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Agreement.

## 1.20 Foreign Influence:

Awarded Proposer represents and warrants that it has made any applicable disclosures to BSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

1.21. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

- 1.21.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- 1.21.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.
- 1.21.3 No award will be made to an offeror listed on the SAM Excluded list.

1.22 **Test Period:** The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must both be accepted by the Broward Sheriff's Office (BSO.)

### **Test Period - Services**

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

### **Test Period - Product**

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

1.23 **Termination:** The Agreement and the parties' performance may be terminated upon the following events:

- 1.23.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulate herein.
- 1.23.2 **Termination without Cause.** BSO shall have the right to terminate the Agreement without cause and for BSO's convenience by providing the Awarded Proposer with thirty (30) calendar days written notice. Awarded Proposer will be paid for services or goods delivered up to the date of termination.
- 1.23.3 **Termination for Cause.** In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or these terms and conditions.

1.23.4 **Termination for Lack of Funds.** In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County (or if this Agreement is funded by way of a grant source, then in the event the funds to finance this Agreement become unavailable or are not allocated by that grant source), BSO may provide Awarded Proposer with thirty (30) days written notice of termination.

1.23.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

- 1.23.5.1 Awarded Proposer's violation of the Public Records Act;
- 1.23.5.2 The insolvency, bankruptcy or receivership of Awarded Proposer;
- 1.23.5.3 Awarded Proposer's violation or non-compliance with NON-DISCRIMINATION Section of these terms and conditions; or
- 1.23.5.4 Awarded Proposer fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions.
- 1.23.5.5 Awarded Proposer submits a false certification as provided in Sections 1.18 through 1.20 above.

Neither the expected termination nor the expiration of the Agreement shall relieve Awarded Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services/products until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the Awarded Proposer's duty to indemnify and defend BSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

1.24 **Non-Discrimination:** Awarded Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Awarded Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Awarded Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Awarded Proposer, its successors, transferees, and assignees for the period during which services/products are provided. The Awarded Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

## 1.25 **CALEA Standards & Criminal Justice Information Services Standards**

1.25.1 If the Awarded Proposer is providing computer or telecommunication services that stores, transmits or copies (or facilitates any of the forgoing) data originating from BSO and/or Awarded Proposer is providing services offered by the Awarded Proposer interfaces with, or Awarded Proposer needs access to, any of the BSO'S Criminal Justice Information Systems ("CJIS") which contain Criminal Justice Information ("CJI") (as defined by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE") and includes but not limited to any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges) then the following provisions apply to this Agreement:

1.25.2 Ownership of all data originating from BSO and sent to, or hosted by, the Awarded Proposer remains the BSO'S exclusive property. To the extent that the Awarded Proposer needs access to such data to deliver the services contemplated within the parties' Agreement, the Awarded Proposer is allowed such limited access and limited use. Upon expiration of this Agreement for any reason, said limited access to the data shall expire and Awarded Proposer shall provide BSO copies of all data hosted and/or stored by Awarded Proposer under this Agreement in a commercially accepted downloadable format (for example, XLM format and WORD format) or allow BSO access to such data for downloading up to ninety (90) days after the termination of this Agreement without any additional cost or expense.

1.25.3 The storage (cloud storage or otherwise) of the data considered to be CJI shall only occur by Awarded Proposer in servers and/or data centers and/or computer systems physically located in the United States or its territories and Indian Tribes and/or Canada and subject to the respective governmental jurisdictions (U.S. federal government, individual U.S. State governments, U.S. Indian Tribes or the Royal Canadian Mounted Police).

1.25.4 The software and/or hosting services being provided by the Awarded Proposer to BSO shall use the latest security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO'S data will be stored in mirrored, redundant, secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Awarded Proposer agrees to institute commercially reasonable restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this Agreement. Awarded Proposer shall provide layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Awarded Proposer shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Awarded Proposer shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO'S systems and/or services being provided by Awarded Proposer.

- 1.25.5 Awarded Proposer shall have in place a disaster recovery plan that includes the recovery of critical systems (i.e., systems that provide software services to customers) in event of Awarded Proposer's full or partial data center outage. The plan must include at a minimum, the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (i.e. suitable generator). The Awarded Proposer must be able to execute the disaster recovery plan within moments of a disaster declaration. Awarded Proposer must test its disaster recovery plan annually.
- 1.25.6 Awarded Proposer agrees to comply with all security protocols, handling, storing, hosting, transmitting and copying of CJI data on CJIS in accordance with the latest version of the Criminal Justice Information Services Security Policy (CSP) published and updated periodically by the FBI and can be found here: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> and the most current CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7) both of which are incorporated herein by reference into the parties' Agreement.
- 1.25.7 Awarded Proposer shall comply with the FBI CJIS Security policy screening requirements for all staff, employees, subcontractors, agents and/or vendors that will have unescorted physical or logical access to criminal justice information and/or access to any Broward Sheriff's Office facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security Awareness training that is renewed every two years. Awarded Proposer may not fingerprint its own employees, subcontractors or agents and fingerprinting must be taken/rolled/printed by a recognized law enforcement agency or an FDLE-approved third-party vendor.
- 1.25.8 All of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors who access or handle in any way, BSO'S CJIS or CJI the appropriate security awareness training via the CJIS online application and update and maintain the same throughout the duration of this Agreement. Awarded Proposer shall maintain the Security Addendum Certification form mandated by CSP and provided by BSO'S CJIS Compliance unit to Awarded Proposer for each of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors with access to BSO'S CJI or CJIS.
- 1.25.9 Awarded Proposer and any staff, employee, subcontractors, agents and/or vendors shall follow all requirements pertaining to their operations when accessing, storing, transmitting or handling CJI found in Florida Statute 501.171 and the FBI CJIS Security Policy.
- 1.25.10 If the services rendered by Awarded Proposer under this Agreement is in noncompliance with any FBI or FDLE regulations pertaining to the accessing, storing, transmitting or handling CJI, as updated and modified from time to time by FBI and/or FDLE, then Awarded Proposer shall take all necessary action to bring its services into compliance as soon as possible. BSO reserves the right to deny physical and/or logical access to a contractor that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by Awarded Proposer, BSO may terminate the Agreement and Awarded Proposer shall allow BSO the ability to recapture BSO'S data as more fully described herein and Awarded Proposer shall facilitate BSO'S efforts in recovering said data from Awarded Proposer's systems.

## 1.26 **Contracting with Entities of a Foreign Country of Concern**

Pursuant to section 287.138, Florida Statutes, governmental entities within the State of Florida, including the Broward Sheriff's Office (BSO), are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity. Upon BSO's request, the Contractor\Proposer\Vendor will complete and submit with the Contract\Agreement\Proposal, the form "Foreign Country of Concern Attestation" signed by an officer or authorized representative of the contractor under penalty of perjury that that their company is not an entity the BSO is prohibited from contracting with pursuant to Section 287.138, Florida Statutes. Contractors\Proposers\Vendors are cautioned that, in addition to the criminal penalties for perjury, civil penalties equal to twice the amount of this Contract\Agreement\ being assessed, the ineligibility to enter into, renew, or extend any contract or grant with any Florida governmental entity, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, and placement on the State of Florida Suspended Vendors list may be imposed upon any contractor falsifying the form or violating this statute.

## **SECTION TWO** **RLI PROCEDURES**

2.1 **SELECTION/NEGOTIATION PROCESS:** It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.

2.2 **CONE OF SILENCE:** This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the Cone of Silence is found on the website at: <http://www.sheriff.org> (Use search box in Upper Right of Screen and type in Lobbyist) - click on "Purchasing Bureau" to access the Lobbyist Policy.

2.3. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):**

2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online through Periscope Holding/BidSync. Such request must be received by the Question & Answer Deadline stated on Periscope Holding/BidSync. Questions received after the Question & Answer Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via Periscope Holding/BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.

2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on Periscope Holding/BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit Periscope Holding/BidSync to determine if addenda were issued and to make such addenda a part of their proposal.

2.3.3. **Addenda Acknowledgement:** The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

2.4. **ADDENDA:** In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.

2.5 **MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS:** See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.

2.6. **REVIEW OF PROPOSALS:** Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.

2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.

2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.

2.6.3 **PRESENTATIONS/INTERVIEWS:** The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities. Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. **AWARD:**

- 2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.
- 2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.
- 2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.
- 2.7.4 **Withdrawal of Proposal:** Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 **Open-End Contract:**

- 2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.
- 2.7.5.2 **Ordering:** BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

- 2.8 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this solicitation and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the solicitation. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this solicitation and resolicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this solicitation without any award and/or "piggyback" off of another existing government contract and/or GSA.
- 2.9 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the discretion of BSO Purchasing Bureau Director.
- 2.10 **Solicitation/Award Protest Procedure:** BSO's Protest Procedure is located on our website: <http://www.sheriff.org> , (Use search box in Upper Right of Screen and type in Protest - click on Protest Procedure).

Supplier: **Law Enforcement Psychological & Counseling Assoc.****AFFIDAVIT****RLI # 24023VR****PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

**BM** 1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

**OR**

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1.

Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed

2.

Legal Name Driver's License Number (Attach copy)

Previous Names Used Title/Duties performed

**It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.**

**Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.**

**Law Enforcement Psychological & Counseling Associates, Inc**  
(Company Name)

**bmangan@lepcac.com**  
 Electronic Signature (Print Name)

## Supplier: Law Enforcement Psychological & Counseling Assoc.



### PROPOSAL ACKNOWLEDGEMENT FORM

**RLI # 24023VR**

#### **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

#### **EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.**

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

**The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.**

**IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.**

**Legal Company Name: Law Enforcement Psychological & Counseling Associates, Inc**

**Electronic Signature Proposer's Authorized Representative's Name: Brian Mangan**

**Representative's Title: President**

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

## Supplier: Law Enforcement Psychological & Counseling Assoc.



### NON-COLLUSION CERTIFICATE

I, **Law Enforcement Psychological & Counseling Associates, Inc** (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: **24023VR**, Solicitation Title: **Pre-Employment Psychological Evaluation Services** ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By: **Brian Mangan, Law Enforcement 9/17/2024**  
**Psychological & Counseling Associates, Inc**

Signature Date

**Brian Mangan, President**  
 Printed Name and Title

Federal Employer Identification Number **59-1978758**

## Supplier: Law Enforcement Psychological & Counseling Assoc.



### SCRUTINIZED COMPANY CERTIFICATE

I, **Brian Mangan**, representing **Law Enforcement Psychological & Counseling Associates, Inc** (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: **24023VR**, Solicitation Title: **Pre-Employment Psychological Evaluation Services** ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria,.

By: **Brian Mangan, Law Enforcement Psychological & Counseling Associates, Inc** **9/172024**  
 Signature Date

**Brian Mangan, President**

Printed Name and Title

Federal Employer Identification Number: **59-1978758**

Printed Name of Firm: **Law Enforcement Psychological & Counseling Associates, Inc**

Address of Firm: **9960 NW 116th Way, Suite 12**  
**Medley, FL 33178**

Supplier: **Law Enforcement Psychological & Counseling Assoc.**

## **VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM**

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. IF THIS FORM IS BEING REQUESTED AS PART OF A SOLICITATION, IT MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

In accordance with, §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

Every Contractor shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Contractor may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Contractor, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The Broward Sheriff's Office may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Contract.

Authorized Signature **Brian Mangan**

Printed Name **Brian Mangan**

Title **President**

Name of Entity/Corporation **Law Enforcement  
Psychological & Counseling Associates, Inc**

Date **9/15/24**

Supplier: **Law Enforcement Psychological & Counseling Assoc.**



## Confidentiality Agreement

**RLI # 24023VR**

### **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with **Law Enforcement Psychological & Counseling Associates, Inc**, an independent contractor, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned **Brian Mangan** ("Assignee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services Assignee may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Assignee agrees as follows:

**I. Acknowledgment of Confidentiality.** Assignee hereby acknowledges that

(he / she) may be exposed to confidential information including, without limitation, criminal

intelligence information,

(Circle one of the above)

criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include:

- (i) Information already known or independently developed by Assignee and/or CONTRACTOR;
- (ii) Information in the public domain through no wrongful act of CONTRACTOR and/or Assignee, or
- (iii) Information received by CONTRACTOR and/or Assignee from a third party who was free to disclose it.

**II. Covenant Not to Disclose.** With respect to the Confidential Information, Assignee hereby agrees that during the term of rendering services or performing work and at all times thereafter Assignee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

**IN WITNESS WHEREOF**, Assignee executes this Confidentiality Agreement on the date set forth below.

#### **(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR**

**Brian Mangan**

Electronic Signature (*Individual's Name*)

**9/15/24**

Date

**Mayte Aponte**

Witness

**9/15/24**

Date



Supplier: **Law Enforcement Psychological & Counseling Assoc.**



## DRUG FREE WORKPLACE CERTIFICATION

**RLI # 24023VR**

### **PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION SERVICES**

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Proposer's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and psychological service; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**Law Enforcement Psychological & Counseling**

**Associates, Inc**

(Legal Company Name)

**Brian Mangan**

Electronic Signature (Print Name)



**Supplier: Law Enforcement Psychological & Counseling Assoc.****SUBMITTAL SECTION 7.7****Pg. 1****REFERENCE FORM**

**REFERENCE FORM - To be completed by Proposer's Client, not the Proposer. Also note that BSO personnel are prohibited from completing this form.**

**PROPOSER'S COMPANY NAME:** \_\_\_\_\_

**Name of Reference Agency:** \_\_\_\_\_

**Address of Reference:** \_\_\_\_\_

**Contact Information of Reference:**

<b>Name</b>	<b>Title</b>
-------------	--------------

<b>Phone #</b>	<b>E-Mail Address</b>
----------------	-----------------------

1. Reference Company
  - a. Type of Business \_\_\_\_\_
  - b. Estimated # of employees \_\_\_\_\_
2. Project Name: \_\_\_\_\_
3. Project Amount: \_\_\_\_\_
4. Description of services provided by Vendor: \_\_\_\_\_
5. Vendor's role in Project: Prime Vendor      Subconsultant/Subcontractor
6. Would you use this vendor again? Yes No If No, please explain: \_\_\_\_\_
7. Contract term - begin/end dates that Proposer has provided Services to you.  
(If there were any breaks in services, please state reason and duration of the break):  
\_\_\_\_\_  
\_\_\_\_\_
8. Is Proposer still providing services to your agency? If not, please elaborate: \_\_\_\_\_
9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. \_\_\_\_\_
10. When a problem is encountered, is the Proposer responsive to your Agency's concerns? \_\_\_\_\_

**SUBMITTAL SECTION 7.7****Pg. 2****PROPOSER'S COMPANY NAME:** \_\_\_\_\_

11. What is response time for addressing concerns? \_\_\_\_\_

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.  
\_\_\_\_\_  
\_\_\_\_\_

<b>Please rate your experience with the Vendor:</b>	<b>Needs Improvement</b>	<b>Satisfactory</b>	<b>Excellent</b>	<b>Not Applicable</b>
<b>1. Vendor's Quality of Service</b>				
a) Responsive				
b) Accuracy				
c) Deliverables				
<b>2. Vendor's Organization:</b>				
a) Staff expertise				
b) Professionalism				
c) Staffing Turnover				
d) Timeliness of Project				
e) Deliverables				
<b>3. Project completed within budget</b>				
<b>4. Cooperation with:</b>				
a) Your Firm				
b) Subcontractor(s)/ Subconsultant(s)				
c) Regulatory Agency(ies)				

**Additional Comments:** (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

Name &amp; Signature of Agency Representative

Title

Date

**Supplier: Law Enforcement Psychological & Counseling Assoc.**

## **FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

**Law Enforcement Psychological & Counseling Associates, Inc** ("Contractor, "Bidder" or "Proposer") is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Full Name (signature) **Brian Mangan**

Title **President**

Date **9/15/24**

## Supplier: Law Enforcement Psychological &amp; Counseling Assoc.

## INSURANCE CERTIFICATE SAMPLE

## BROWARD SHERIFF'S OFFICE

## Quick Tips

## Understanding the Acord Certificate of Insurance

1. PRODUCER Insurance Agent/Broker who issues certificate.	<b>ACORD . CERTIFICATE OF INSURANCE</b> PRODUCER Bill Jones Insurance Agency License #0C32505 40 E. Main St. Ste. 1100 FT. LAUDERDALE, FL 33312 Ph. # 800/683-005		7. POLICY EFFECTIVE DATE Must be prior to or coincidental with effective date of contract.
2. NAME OF INSURED Must be the legal name of the contracting party.	CODE SUB-CODE INSURED XYZ COMPANY P. O. Box 41229 FT.Lauderdale, FL 33312		8. POLICY EXPIRATION DATE If occurrence form, date must be on or after termination of contract.
3. TYPES OF INSURANCE Must include the types of insurance required by contract.	<b>COVERAGE</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY SUBROGATION CLAIMS.		9. LIMITS OF INSURANCE Must be the same or greater than required by the contract and bid documents.
4. POLICY FORM "Claims made" or "occurrence" form; see below for definitions.	CO. LTR. TYPE OF INSURANCE A GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. COMMERCIAL GENERAL LIABILITY CONTRACTOR'S PROT.  B AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTO <input checked="" type="checkbox"/> CHECKED AUTO <input checked="" type="checkbox"/> RENT-A-CARS <input checked="" type="checkbox"/> VEHICLE <input checked="" type="checkbox"/> GARAGE  C EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM		POLICY NUMBER NGA/0105086-09  POLICY EFFECTIVE DATE (MM/DD/YY) EXPIRATION DATE (MM/DD/YY) 10/01/08 10/31/09  POLICY LIMITS GENERAL LIABILITY CONTRACTOR'S PROT. ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any one Risk) MEDICAL EXPENSE (Any one person)  PERSONAL INJURY EACH OCCURRENCE AGGREGATE  PROPERTY DAMAGE  EXCESS LIABILITY EACH OCCURRENCE AGGREGATE  STATUTORY LIMITS EACH PERSON EACH ACCIDENT EACH POLICY LIMIT EACH DISEASE EACH EMPLOYEE
5. NAMED ADDITIONAL INSURED The Broward Sheriff's Office must be named additional insured as written.	D WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY  E OTHER		10. DESCRIPTION OF OPERATIONS name additional insured here; place & event sometimes described here.
6. CERTIFICATE HOLDER Must be The BROWARD SHERIFF'S OFFICE	CERTIFICATE HOLDER THE BROWARD SHERIFF'S OFFICE 2601 W BROWARD BLVD FT LAUDERDALE, FL 33312 Attn: CONTACT PERSON  ACORD 25-6 (3-88)		11. NOTICE OF CANCELLATION Must be modified as indicated; <b>60</b> days required.
	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL Endeavor to MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL INURE NO OPERATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR ITS REPRESENTATIVES.		12. AUTHORIZED REPRESENTATIVE Must be signed, not stamped.
			Bill Jones
			©ACORD CORPORATION 1988

The ACORD Certificate of Insurance

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.

4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date".
5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies
6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made" coverage, coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

*Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office*

Future Pages were requested because they were missing from Proposal.

### Exhibit 3.7.2.1

#### Recommended Tests and Evaluation Methods

The following recommended standardized objective test/evaluation instruments will be administered to the following **sworn** positions, with consideration for certified status and any prior experience in sworn public safety positions:

- 3.7.2.1.1 Deputy Sheriff, Department of Law Enforcement
- 3.7.2.1.2 Deputy Sheriff, Department of Detention
- Personal History Questionnaire (PHQ)
- California Psychological Inventory (CPI) Police and Public Safety Selection Report
- Personality Assessment Inventory (PAI) Police and Public Safety Selection Report
- Clinical Interview
- Public Safety Screening Inventory (PSSI- research)

The following recommended standardized objective test/evaluation instruments will be administered to the following **non-sworn** positions:

- 3.7.2.1.3 Regional Communication Operator Trainee
- Personal History Questionnaire (PHQ)
- California Psychological Inventory (CPI) Police and Public Safety Selection Report
- Personality Assessment Inventory (PAI) Police and Public Safety Selection Report
- Clinical Interview

The following recommended standardized objective test/evaluation instruments will be administered to the following **sworn** positions, with consideration for *non-certified* status:

- 3.7.2.1.4 Cadet – Department of Detention
- 3.7.2.1.5 Cadet – Department of Law Enforcement (DLE)
- Personal History Questionnaire (PHQ)
- California Psychological Inventory (CPI) Police and Public Safety Selection Report
- Personality Assessment Inventory (PAI) Police and Public Safety Selection Report
- Clinical Interview
- Public Safety Screening Inventory (PSSI- research)

The evaluation interview conducted by a licensed psychologist for each of the above sworn and non-sworn positions will be focused on the specific position applying for, with consideration of

job responsibilities and duties reflected in the agency's job description documents. Each interview will be context driven, taking into consideration past academic and occupational experience and performance as related to the job tasks and responsibilities expected in applied for position. The comprehensive Personal History Questionnaire (PHQ), described in detail below, will serve as the foundation for the interview with licensed psychologist. Every applicant PHQ will be immediately shared with the agency through the secure website system for record. This PHQ will serve as an ancillary data source for the comprehensive background conducted by the agency, to be carefully reviewed and compared with polygraph results, pre-screening application materials, and agency background investigation materials.

The psychological screening of police and public safety personnel is a specialized public safety assessment that has unique dimensions, which overlaps other psychological specialties of clinical, forensic, industrial and organizational psychology. As police and public safety psychologists (PPSPs) conducting screenings, our primary goal is to directly address the basic referral questions from the public safety agencies by utilizing valid, reliable, ethical and legally defensible protocols and procedures. Essentially, we view our task as assisting agencies in identifying and "screening out" those applicants who are at a high risk psychologically to not meet the complex demands and stress of this profession versus "screening in" those applicants who are not considered a high risk, along with identifying specific personality traits and characteristics that are most suitable for the LEO position (Benner, 1986). In order to address normal and abnormal traits, LEPCA uses a comprehensive test battery consisting of the Primary Instruments: California Psychological Inventory (CPR) 434, Personality Assessment Inventory (PAI), and semi-structured interview with a licensed clinical psychologist.

## **Primary Instruments:**

**Personality Assessment Inventory (PAI):** The PAI is a well-researched and accepted comprehensive instrument, which essentially measures and identifies various diagnosable psychological conditions. The emphasis of the PAI is to rule out diagnosable mental health conditions or behavioral patterns commonly associated with psychopathology or emotional disturbance. The purpose and nature of many test items on this instrument makes it a medical procedure under ADA guidelines and the PAI can only be administered after a bona fide or "real" conditional offer of employment has been provided to the applicant. In terms of use with the screening of public safety applicants, the instrument is widely utilized by psychologists who conduct these screenings. This test instrument assesses "abnormal traits" and serves the important "screen-out" measure of pre-employment screening, which is to identify and screen-out applicants with propensities towards emotional instability and/or substance abuse concerns. Of great importance, our firm uses and works closely with Drs. Michael and Ryan Roberts, who have carried out extensive research with the PAI for the screening of public safety applicants. As such, they have produced and we utilize a public safety report that provides specialized and extensive normative data for public safety positions and predictive validity measures of salient traits such as integrity, anger management, and other job performance criterion.

The *PAI Police and Public Safety Selection Report* was created by Johnson, Roberts and Associates, Inc. (JR&A) in 1995. The principal purpose of this report is to help the evaluator assess the emotional stability of the candidates to screen out candidates who display job-relevant psychopathology. It is generally paired with a test that assesses normal-range personality, such as the *CPI Police and Public Safety Selection Report*, which is our practice to do at LEPCA.

**California Psychological Inventory (CPI):** In our judgment and experience, the CPI is the most often used and validated instrument for the selection of public safety applicants. We have administered approximately 70,000 or more CPIs to applicants and conducted various research projects over the years to improve the accuracy of this instrument for predicting job performance. As with the PAI, we utilize Dr. Robert's specialized *CPI Police and Public Safety Selection Report*, which provides further important job predictions based on longitudinal studies. As an aside, it should be mentioned that Dr. Roberts is considered an elite public safety psychologists and his specialized reports have been critically reviewed and used by the most knowledgeable and experienced screening psychologists across the country. Contrary to the PAI, the CPI measures dimensions of normal behavior such as Dominance, Social Presence, Empathy, Self-Control, Responsibility, following rules, conformance to team behavior, flexibility, etc. As such, this instrument is critical in assessing the essential traits relevant to almost all public safety positions and therefore the CPI is given great weight in our assessments. The purpose and individual items of the CPI do not identify diagnosable psychological conditions and instead measure primarily interpersonal personality functioning.

The CPI and PAI are well-respected and researched instruments that are often used when conducting a pre-employment psychological evaluation or PEPE (Super, 2006). When using the PAI and CPI for conducting a PEPE, we use the *Police and Public Safety Selection Report* (PPSSR) (Roberts & Johnson, 2001). This specialized report includes several features that can enhance the interpretation of PAI and CPI scale scores and greatly increase the job-related utility of test findings. The PPSSR report supplements the traditional PAI and CPI report formats by comparing the applicant's scale scores to normative data collected from an extremely large and diverse population of same position applicants, who were subsequently hired and still employed after one year of employment. Essentially, this incumbent group of employees serves as a "success group" and each new applicant's PAI and CPI T-score profile configuration is presented using "success group" norms. The report also shows the applicant's clinical profile using the original PAI and CPI norms from the general community sample. The PSSSR PAI report further contains several actuarial equations that predict the probability of an applicant having problems in their background related to various essential functions of a public safety job, such as, Integrity, Anger and Alcohol Abuse (Roberts and Johnson, 2001). The CPI especially has additional worthwhile actuarial predictions, including the likelihood of involuntary termination and prediction indicators of specific job-related "Favorable" vs. "Unfavorable" areas of performance. Additionally, Johnson & Roberts (2001) did research to identify job-related critical items based on input from expert PPSPs and frequency of individual item endorsements by the incumbent employee group. The main reason for using the PPSSR PAI and CPI report is that it provides specific job-related

information obtained through empirical research. The PPSSR augments the traditional PAI and CPI presentation of results by delving into the very important topic and analysis of job-related suitability. The scale elevations and distribution of T-scores of job applicants on psychological instruments is often suppressed and skewed due to efforts by applicants to deny shortcomings. Seeing how the applicant actually scores in comparison to the PPSSR incumbent population adds a valuable job suitability dimension to the applicant's scale scores and profile. The job-related actuarial predictions and critical items contained in the PPSSR also add to the relevance and empirical foundation for interpreting applicant profiles.

Extensive research has been conducted to indicate the correlation between objective test results and public safety officer performance. Hargrave and Hiatt (1989) reported associations between CPI scales Cm, Gi, Re, Sc, So, To, and Wb with officers involved in serious job problems (e.g., unnecessary use of force, providing drugs to inmates, etc.) Also, Cuttler et al. (1998) identified a common profile of a problematic officer as indicated by low scale scores on Re, So, and Sc. Along with the importance of problematic officer profiles, Hargrave and Hiatt (1989) studied law enforcement graduates and their ratings from training instructors (psychologically suited vs. unsuited), with results indicating that the "primary characteristics differentiating the two groups are qualities such as social confidence, independence, and poise; seeing oneself as similar to others; an comfort and persistence in structured settings." These characteristics are identified on the CPI as being scales Sy, Cm, Ac, and In.

The PAI is used to identify emotional instability and assist clinicians in determining accurate differential diagnosis of psychological and mental health disorders. As such, it is utilized primarily as a "screen-out" instrument in PEPES. Its purpose and use is often compared to the original Minnesota Multiphasic Personality Inventory (MMPI), as well as the subsequently revised editions of the MMPI, as Roberts et. al (2000) detailed the predictive validity of the PAI and MMPI-2. The PAI consists of 344 individual items, four validity scales related to impression management and detection of invalid profiles, eleven primary clinical scales and targeted subscales. The items on the PAI scales have been shown to have good internal consistency and each item is only included in one clinical scale. The PAI has also been found to have high test-retest reliability (Aamodt, 2004). The *PAI Public Safety Screening Report* is compared with public safety norms to bolster its use in pre-employment screening (Roberts, 1997). The PAI offers a graduated four-point scale, which provides a different parameter than the T/F test of both the CPI and MMPI editions. Weiss & Weiss (2010) identify how the graduated four-point scale allows for the detection of mild to moderate levels of a particular trait. A criticism of the PAI is that there is limited reported research in the literature establishing its effectiveness as a predictor of public safety performance. However, after an extensive study involving the administration of the PAI to 800 officer applicants, Weiss & Weiss (2010) found that Physical and Verbal aggression and Aggressive Attitude are directly related to certain negative performance criteria. Moreover, results revealed that Egocentricity and Stimulus Seeking are both positively related to a number of negative performance variables including conduct mistakes, causal termination, insubordination, excessive citizen complaints, and neglect of duty.

**Clinical Interview:** Every applicant undergoes a semi-structured interview with a licensed psychologist specifically trained in police and public safety screening and supervised by our senior staff. The interview process clarifies and reviews the applicant's personal and work history, explores or compares test profiles with the applicant's history and interview presentation and asks standardized job-relevant questions similar to an oral interview. Additionally, the interviewer can review theme content with the candidate to determine potential misunderstandings, unique/contextual interpretations, or concerning traits, with careful consideration to not reveal specific test items to the candidate.

The structured interview process and areas of questioning must be strictly maintained by each psychologist to ensure consistency and reliability between our staff. Interviewers are closely supervised and, on a daily basis, our staff reviews cases and makes certain that everyone understands and applies the same reasoning and standards as others. In addition, interviewers only prepare a preliminary report, which is then carefully reviewed by Dr. Mangan. Any possible inconsistent findings or opinions whatsoever are identified and reconciled with the interviewing psychologist before a final report is created. Keep in mind, the interview is only part of a comprehensive evaluation process and in our system, ratings are only determined through a carefully laid out and objective decision process. We rely heavily on well-researched and objective predictions of job performance, as well as identified behavioral anchors, which greatly limits the possibility that subjective observations or opinions will negatively affect final risk rating. Unfortunately, due to the limited knowledge about these screenings and stereotypes reinforced by the media, many individuals mistakenly believe that the results of these evaluations are primarily subjective and based on a comment or two an applicant may have made to the interviewer.

**Personal History Questionnaire:** Our firm has developed with input from numerous agencies a relevant and comprehensive self-report questionnaire comprised of 281 items addressing Legal History, Driving History, Illicit Drug and Alcohol History, Work History, Financial History, School History, Military History, and Mental Health Treatment History. For agencies choosing to bifurcate the screening process, we have a pre-offer questionnaire (non-medical) and a post-offer (medical) questionnaire. Essentially, the post-offer questionnaire gathers mental health history, details of drug/alcohol usage and other information considered medical in nature, which cannot be obtained pre-offer. For agencies who still have not bifurcated their screening per ADA, we administer one combined background questionnaire that contains non-medical and medical inquiries.

### **Research Instrument:**

This instrument is in the research phase and applicants are made aware of this during informed consent. As such, the instrument is not considered during the formal rating process but may be used to augment an interview through clarification or discussion of applicant's particular answers on specific job-related critical items. Overall, the PSSI has shown great promise, and on-going research has thus far proven its worth and accuracy.

**Public Safety Screening Inventory (PSSI):** This instrument was designed and researched specifically for the screening of public safety applicants. Dr. Axelberd, of our firm, is the author of this instrument and he utilized his 31 years of exclusive experience in law enforcement in developing an extremely job-relevant and face valid screening test. He utilized extensive input from those in the public safety community to achieve this goal and all of the PSSI individual items were reviewed by public safety personnel or in some cases the items were written by those working as public safety officers. Essentially, this instrument assesses those on-duty as well as off-duty behaviors, attitudes and traits that land so many officers in trouble. For instance, there are scales designed to measure the likelihood of domestic violence or sexual acting-out, which often are reasons for officer misconduct and embarrassment to the agency. Therefore, the PSSI was an on-going collaboration between Dr. Axelberd, Dr. Mangan and those doing the public safety job the test was designed to measure. The PSSI has been developed and researched over an approximately six-year period and subjected to numerous refinements based on several rounds of research. Dr. Nick Lim, a university professor who teaches statistical analysis and test construction was retained as an independent consultant to supervise the research design and statistical analyses involved in the PSSI's development. So far, the test has exceeded our expectations and multiple validation studies yielded very positive results.

#### Conformance to Standards

There is no one governing body, organization or authority that officially regulates or defines pre-employment screening of public safety applicants. Nevertheless, there are certain respected organizations, associations and individuals who have developed guidelines for this testing, which act as generally accepted standards within the public safety community. In our professional opinion, the following entities are generally accepted as setting the guidelines and standards in this area: International Association of Chief's of Police (IACP), California POST Commission, Consortium of Police Psychological Services (COPPS), Michael Roberts, Ph.D., ABPP, David Corey, Ph.D., ABPP, and Mark Axelberd, Ph.D., ABPP.

Our firm complies with or exceeds all of the above guidelines set forth by the above authorities. Our firm, in particular Dr. Axelberd, assisted the Florida Department of Law Enforcement (FDLE) in the early '80's when they strongly recommended that psychological screening is an important part of public safety applicant selections. Dr. Axelberd wrote the initial guidelines for this screening on behalf of FDLE and introduced the screening process throughout the state of Florida. Also, in the early 1990's he assisted with the initial national screening guidelines as part of his association with COPPS. Dr. Mangan is an active member of the International Association of the Chiefs of Police- Police Psychological Services Section (IACP-PPSS), previously serving on the Executive Board (2015-2020) and Chair of the Section (2019). In addition, he served as a member of the Ethics Consultation Committee (2014-2016), and previously served as a member of the Officer Involved Shooting Guidelines Revision Committee (2013) and the Psychological Fitness for Duty Evaluation Guidelines Revision Committee (2013.) Dr. Mangan also serves as a

Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of President and previously as the National Chair of Examinations (2022-2023) and Oral Examination Coordinator (2021-2022). Dr. Galmarini is an active Associate Member Associate Member of the International Association of Chiefs of Police (IACP)- Police Psychological Services Section, serving on the section's Diversity Committee (2019-2022), as the Chair of the Diversity Committee in 2022, Annual Conference Education Committee (2019-2022), and previously serving on the Officer Involved Shooting Guidelines Revisions Committee in 2018. Dr. Galmarini also serves as a Specialty Board Officer of the American Board of Police & Public Safety Psychology, currently in the position of Mentorship Coordinator & Early Career Psychologist Representative.

As stated above, the IACP PPSS developed the current guidelines for Pre-Employment Psychological Screening. To this day, our firm continues to often act as the model screening system and advisor to numerous psychologists and public safety agencies on a local, national and even international basis. In conclusion, we never rest on our laurels and those who know us realize how hard we continue to work to provide the highest quality of screenings.

### Determination of Job-Related Ratings

As with most medically related professional opinions and ratings, the assessment psychologist's decisions are based on procedures and tests considered to be reliable and valid. In the evaluation of public safety applicants, we use multiple and overlapping sources of information in arriving at ratings on each essential job trait as well as an overall job suitability rating. All procedures, forms and the rating system in our evaluation process are carefully standardized to assure reliability and fairness for each applicant. Our firm's findings are based on the aggregate of information collected from the three phases of the evaluation. These phases include standardized and specialized test profiles derived from the battery of objective test instruments, personal history/background information, and clinical interview material after testing has been completed and results are reviewed. The clinical interview is a key part in integrating all data points, reconciling information, mitigating potential risk concerns, and reviewing the aggregate information in relation to the specific position and job tasks, responsibilities, and duties identified in the agency job description.

All test profiles and each phase of the evaluation are reviewed closely and then integrated together to achieve the most accurate and complete picture of the applicant's potential job-related strengths or weaknesses specifically related to applied for position. Beyond standard clinical interpretation of test profiles related to position-specific norms, we also utilize various actuarial predictions of job performance generated by research on each of the instruments. For the great majority of applicants, we find the piecing together of the parts of the evaluation lends itself to clear-cut and logical final ratings. Occasionally, we do find that an applicant's results are ambiguous or "borderline." In those instances, the applicant's file undergoes a thorough staff review and we may compare our findings with those of the Background Investigator.

In some cases, it is useful for the Background Investigator to clarify the report with our office and we are always available to do so. To assure the reliability and quality of every report, the findings of each report are carefully reviewed by a senior psychologist before submission to the agency. To further evaluate ourselves, we periodically compare our rating category percentages with a select group of other national experts in this field. Our ratings have always been found to be very similar to this respected group. Lastly, a thorough multi-year study of our evaluation system conducted by the Miami-Dade Police Department found no adverse impact on any protected group.

Please be aware, members of our screening team are always interacting and discussing every aspect of the evaluation process on a daily basis. The challenge of rating and predicting human behavior will always remain a daunting task and the assessment psychologist can never let complacency set in. Those who have worked closely with us know how relentless and determined we are in our on-going efforts to be thorough and fully informed with each applicant's evaluation.

### Report Format

Our report format was designed specifically for public safety selection after receiving input from numerous public safety personnel and reviewing ADA guidelines, HIPAA privacy requirements, GINA, and recent court rulings in this area. Our conclusion is that use of "wordy" or confusing narrative reports is very questionable for the purpose of employment testing and is not useful for client agencies and decision-makers. Psychologists may be inclined to use psychological metrics, data, and/or descriptions of applicants but many times these type reports contain superfluous, confusing or irrelevant information and are not practical for the task at hand or consistent with business necessity. As a result, many times a psychologist's screening report can miss the opportunity to be a useful instrument for selections teams. Just citing one example, as indicated in this agency's bid, we will utilize a standard four (4) point scale with scale point definitions as follows: (1) Serious Risk (2) Moderate Risk (3) Minimal Risk, and (4) No Apparent Risk. Most all screening psychologists use some type final rating system to categorize applicants. However, some psychologists still do not provide a brief and clear definition differentiating each rating category. Instead, these psychologists assume that the user of the report will automatically define rating categories such as "Minimal Risk," "Moderate Risk," or "Serious Risk" exactly how the psychologist intended. This is often not the case and can cause major misunderstandings, actual misuse of a report or stigmatize certain applicants. With a few clarifying words or sentences describing a rating category, these problems can be avoided. As a standard practice, each LEPCA report final rating will also have a rating definition as part of the report language

We find that law enforcement users of screening reports basically want relevant, clear-cut, concise and easy to understand job-related ratings and statements about an applicant. In many cases, the agency also needs reports quickly. These concerns are exactly what our law enforcement screening reports attempt to address. To summarize, we provide all relevant information and final reports typically within 48-hours of testing in a concise and user-friendly report. We believe our report format is very thorough, but at the same time, easy to use and simplistic in design. Everything

contained in our report format has been well thought out and designed for the specific needs of law enforcement agencies. Of course, the applicant's entire file including psychological profiles, raw data and any other supportive information is always available should an administrative or legal challenge ever occur.

To further assist the agency, we provide a comprehensive manual that educates the report user on each job-related deficit and guidance in assessing whether the deficit is substantiated by the applicant's personal history and behavior. Without such assistance, we find that users of a psychologist's report will often just look at the overall rating and little else. From reviewing the bid language in this area, we believe our report format provides the requested information in a focused, practical, and user-friendly way.

**The following Exhibit 3.7.2.2.5 will provide a comprehensive summation and outline of our screening system, including philosophy of the screening process, essential/important job-related traits, and report delivery. We have every confidence that our screenings provide relevant applicant information and accurate final ratings, which can make an important contribution to the agency's final selection decisions.**

## References

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**EXHIBIT C**  
**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The vendor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

  
(Vendor Signature)

BRIAN MANGAN  
(Print Name)

LAW ENFORCEMENT PSYCHOLOGICAL  
(Company Name) COUNSELING ASSOCIATES  
9960 NW 116<sup>th</sup> WAY SUITE 12  
(Address) MEDLEY, FL 33178

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ by  
Brian Mangan, known to me to be the person  
described herein, or who produced driver's license as  
identification, and who did/did not take an oath.

NOTARY PUBLIC:

Mayte Aponte  
(Signature)  
Mayte Aponte  
(Print Name)



Mayte Aponte  
Comm.: HH 222381  
Expires: Jan. 31, 2026  
Notary Public - State of Florida

My commission expires: 11/31/2026

**EXHIBIT D**  
**CONFIDENTIALITY AGREEMENT**

WHEREAS, the Sheriff of Broward County ("SHERIFF") has entered into an AGREEMENT with Law Enforcement Psychological and Counseling Associates, Inc., ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF;

WHEREAS, CONTRACTOR has assigned \_\_\_\_\_ ("CONTRACTOR'S Employee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services CONTRACTOR'S Employee may receive confidential information related to the business of the SHERIFF; and

WHEREAS, when performing such work and providing such services CONTRACTOR'S Employee will have access to SHERIFF data, information, memorandum, documents and ideas.

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR'S Employee to perform services and for other good and valuable consideration CONTRACTOR'S Employee agrees as follows:

I. Acknowledgment of Confidentiality. CONTRACTOR'S Employee hereby acknowledges that CONTRACTOR'S Employee may be exposed to confidential information related to applicants and/or employees and/or information related to the business of the SHERIFF including, without limitation, undercover law enforcement personnel information, employee/applicant personal information and contact information, criminal intelligence information, criminal investigative information, personal background information, business information (Human Resource evaluations, practices materials, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, CONTRACTOR'S Employee hereby agrees that during the term of rendering services or performing work and at all times thereafter CONTRACTOR'S Employee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing or as required by law.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this AGREEMENT on the respective dates under each signature. This AGREEMENT is being signed in multiple copies, each fully executed copy to be considered an original.

---

Employee/Contractor Signature

---

Date

**EXHIBIT E**  
**SCRUTINIZED COMPANY CERTIFICATE**

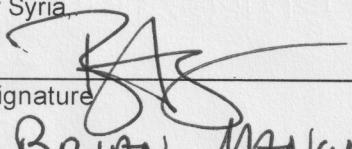
**SCRUTINIZED COMPANY CERTIFICATE**

I, BRIAN MANGAN, representing Law Enforcement Psychological and Counseling Associates, Inc. (hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind Contractor to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Contractor is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

By: 

Signature

12 - 20

Date

20 24

Printed Name and Title of Contractor

Federal Employer Identification Number

59 1978 758

LAW ENFORCEMENT PSYCHOLOGICAL & COUNSELING ASSOCIATES

Printed Name of Firm

9960 NW 116<sup>th</sup> WAY, SUITE 12, MEDLEY, FL 33178

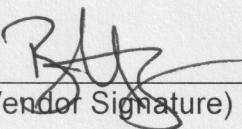
Address of Firm

**EXHIBIT F****Certification of Compliance with Florida Anti-Human Trafficking Laws**

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the business entity named below or proprietor named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Entity.

  
(Vendor Signature)

LAW ENFORCEMENT PSYCHOLOGICAL  
(Company Name) COUNSELING ASSOCIATES

BRIAN MANGAN  
9960 NW 116th Way Suite 12 Medley FL 33178  
(Print Name) (Address)

State of FLORIDA

County of M DADE / BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ by  
Brian Mangan, known to me to be the person  
described herein, or who produced driver's license as  
identification, and who did/did not take an oath.

NOTARY PUBLIC:

Mayte Aponte  
(Signature)

Mayte Aponte  
(Print Name)

My commission expires: 11/31/2026



Mayte Aponte  
Comm.: HH222381  
Expires: Jan. 31, 2026  
Notary Public - State of Florida