

**AGREEMENT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**CENTURION OF FLORIDA, LLC**

This is an Amendment to the Memorandum of Agreement (“Agreement”) between the Florida Department of Corrections (“Department”) and Centurion of Florida, LLC (“Participating Entity”) that enables the Department to collaborate as partners with the Participating Entity for the purpose of ensuring the operational integrity of the Department’s Doctoral Psychology Internship Program and the Post-Doctoral Psychology Residency Program.

This Amendment:

- Revises Section I., TERM OF AGREEMENT;
- Revises Section IV., AGREEMENT MANAGEMENT;
- Revises Section V., REVIEW AND MODIFICATION;
- Revises Section VII., B, Public Records Law; and
- Revises Section VII., F, Disputes.

Original agreement period:

June 17, 2016 through January 31, 2018

In accordance with Section V., **REVIEW AND MODIFICATION**, the following changes are hereby made:

1. Section I., **TERM OF AGREEMENT**, is hereby revised to read:

**I. TERM OF AGREEMENT**

This Agreement shall begin on the date on which it is signed by both parties, whichever is later, and shall be co-terminus with the February 1, 2016 – June 30, 2018 Contract #C2869, between the Department and Centurion of Florida, LLC, unless terminated earlier under the provisions of this Agreement.

The Department has the option to renew this Agreement for up to an additional three (3) year period beyond the initial agreement term, in whole or in part, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department’s sole discretion and shall be conditioned, at a minimum, on the Participating Entity’s performance of this Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Participating Entity no later than 30 calendar days prior to the Agreement expiration date.

2. Section IV., **AGREEMENT MANAGEMENT**, is hereby revised to read:

**IV. AGREEMENT MANAGEMENT**

A. Department’s Agreement Administrator

The Department’s Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and

maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

**B. Department's Agreement Administrator**

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

**FOR THE DEPARTMENT:**

Dean Aufderheide, Ph.D.  
Director of Mental Health Services  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3281  
Fax: (850) 922-6015  
Email: [Dean.Aufderheide@fdc.myflorida.com](mailto:Dean.Aufderheide@fdc.myflorida.com)

**FOR THE PARTICIPATING ENTITY:**

Steven Wheeler, CEO  
Centurion of Florida, LLC  
1593 Spring Hill Road, Suite 610  
Vienna, Virginia 22182  
Telephone: (703) 749-4600  
Fax: (703) 749-1630  
Email: [swheeler@centurionmcare.com](mailto:swheeler@centurionmcare.com)

3. Section **V.**, **REVIEW AND MODIFICATION**, is hereby revised to read:

**V. REVIEW AND MODIFICATION**

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV., AGREEMENT MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Agreement record.

4. Section **VII.**, **B.**, Public Records Law, is hereby revised to read:

**VII. B. Public Records Law**

The Participating Entity agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (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 agreement term and following completion of the Agreement if the Participating Entity does not transfer the records to the Department; and (d) upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Participating Entity or keep and maintain public records required by the Department to perform the service. If the Participating Entity transfers all public records to the Department upon completion of the Agreement, the Participating Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participating Entity keeps and maintains public records upon completion of the Agreement, the Participating Entity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), Florida Statutes (F.S.), the Department is allowed to unilaterally cancel the Agreement for refusal by the Participating Entity to allow public access to all documents, papers, letters, or other material made or received by the Participating Entity in conjunction with the Agreement, unless the records are exempt from §24(a) of Art. I of the State Constitution and either §119.07(1), F.S., or §119.071, F.S.

**If the Participating Entity has questions regarding the application of Chapter 119, F.S., to the Participating Entity's duty to provide public records relating to this Agreement, contact the custodian of public records at:**

**Florida Department of Corrections  
ATTN: Public Records Unit  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3605  
Fax: (850) 922-4355  
Email: [CO.PublicRecords@fdc.myflorida.com](mailto:CO.PublicRecords@fdc.myflorida.com)**

5. Section VII., F., Disputes, is hereby revised to read:

**VII. F. Disputes**

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Health Services. The Department's Director of Health Services shall decide the dispute, reduce the decision to writing, and deliver a copy to the Participating Entity, the Department's Agreement Manager, and the Department's Agreement Administrator.

**AGREEMENT #A3881  
AMENDMENT #1**

All other terms and conditions of the original Agreement remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**PARTICIPATING ENTITY:  
CENTURION OF FLORIDA, LLC**

SIGNED BY: 

NAME: Steven H. Leboeuf

TITLE: CEO

DATE: 8/10/17

FEID#: 81-0687470

**FLORIDA DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality, subject to execution.**

SIGNED BY: 

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 8/25/2017

SIGNED BY: 

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 8/17/17