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 II., A., Overview, third paragraph;
- Revises Section II., B., Responsibilities of the Department, 2.;
- Revises Section II., C., <u>Responsibilities of the Participating Entity</u>;
- Revises Section VII., B, Public Records Law, second paragraph; and
- Adds Section VII., O, Americans with Disabilities Act.

Original Agreement term: June 17, 2016 through January 31, 2018 Amendment #1: August 25, 2017 through June 30, 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, unless terminated earlier under the provisions of this Agreement, by mutual written consent of the parties, shall remain in full force and effect so long as there exists a current Contract between the Department and the Participating Entity for the provision of comprehensive healthcare services to the Department's inmates housed at the Department's correctional institutions and their assigned satellite facilities, including annexes, work camps, road prisons, and work release centers.

2. Section II., A., Overview, third paragraph, is hereby revised to read:

I. A. <u>Overview</u>

Four (4) interns will train at several institutions throughout their year with the Department; and are based at Zephyrhills Correctional Institution (CI), with rotations to Lowell Annex, Florida Women's Reception Center, Lake CI, and occasionally other sites. Two (2) residents will train at Zephyrhills CI, where they spend six (6) months providing inpatient services and six (6) months providing outpatient services. The Department's Office of Health Services has expanded its Residency Program with two (2) additional residents as

of September 2016. The four (4) residents will train at Zephyrhills CI (near Tampa, Florida), Lake Correctional Institution Inpatient Unit (Clermont, Florida), and Lowell Annex (Ocala, Florida). The training year runs from September 1st to August 31st.

- 3. Section **II.**, B., <u>Responsibilities of the Department</u>, 2., is hereby revised to read:
 - **II.** B. Responsibilities of the Department
 - 2. The Department will continue to be ultimately responsible for the content, design, coordination, control, direction, and organization of both programs' training activities and resources. The Training Director will establish a schedule for individual and group supervision, as well as training activities to achieve the expectations listed in Section II., C., 5.
- 4. Section II., C., Responsibilities of the Participating Entity, is hereby revised to read:
 - II. C. <u>Responsibilities of the Participating Entity</u>
 - 1. The Participating Entity will pay the four (4) Interns each year as contracted staff in credentialed positions equivalent to the Department's Behavioral Specialist, with a start date of September 1st, each year. Interns will be based at Zephyrhills CI and work at several other institutions (including Lake CI, Florida Women's Reception Center, and Lowell Annex) over their year of training. Interns will be compensated by the Participating Entity at the rate of \$26.32 per hour, for 1,900 hours.
 - 2. The Participating Entity will pay the four (4) Postdoctoral Residents each year as contracted staff in credentialed positions equivalent to the Department's Senior Behavioral Analyst, with a start date of September 1st, each year. Residents will work at Lake Correctional Institution, Lowell Annex, and Zephyrhills CI during their year of training. Residents will be compensated by the Participating Entity at the rate of \$37.90 per hour, for 1,900 hours.
 - 3. The Participating Entity will hire a Staff Assistant, who will be approved by the Training Director. The Staff Assistant will be based at Zephyrhills CI, and will be compensated at the rate of at least \$16.50 per hour. The Staff Assistant will be available full-time to support the Internship and Residency Training Director. The requirements for the Staff Assistant include, but are not limited to, a high level of literacy, executive organizational skills, professional interpersonal skills, able to manage large documents and data files using MS Word and MS Excel, and capable of carefully managing confidential and sensitive information. The Staff Assistant's duties will include, but are not limited to:
 - the collection and entry of weekly, monthly, and annual data;
 - organizing and maintaining electronic and hard copy files of retrospective and prospective information;
 - preparation of electronic and paper forms;
 - preparation of confidential materials for scanning, copying, and emailing;
 - manipulation of power point files, handling power point projection, and video equipment needed for training activities;

- preparation/word processing of complex documentation for memberships and accreditations;
- manipulation of data;
- local and long-distance phone calls;
- emails within and outside of the Participating Entity; and
- coordinating schedules necessary for the training, selection, and interviewing processes.
- 4. The Participating Entity will appoint licensed Psychologists, approved by the Training Director, to serve as Faculty Training Supervisors of interns and residents.
 - a. The Participating Entity will appoint at least one (1) licensed Psychologist at Zephyrhills CI, one (1) licensed Psychologist at Lowell CI, and one (1) licensed Psychologist at the Florida Women's Reception Center, who will be approved by the Training Director, to serve as Faculty Training Supervisors of interns.
 - b. The Participating Entity will appoint at least one (1) licensed Psychologist as a Psychological Services Director at Zephyrhills CI, one (1) licensed Psychologist as the Psychological Services Director at Lowell CI, and one (1) licensed Psychologist as the Psychological Services Director at Lake CI, who will be approved by the Training Director, to serve as Faculty Training Supervisors of residents.
 - c. The inpatient Psychologist at Zephyrhills CI will be approved by the Training Director to serve as both a Faculty Training Supervisor and as the Assistant Training Director for the Internship Program. The Assistant Training Director will serve on the Internship Training Committee. Another one of the Faculty Training Supervisors employed by the Participating Entity will serve on the Training Committee.
 - d. The Psychological Services Director at Zephyrhills CI will be approved by the Training Director to serve as both a Faculty Training Supervisor and as the Assistant Training Director for the Residency Program. The Assistant Training Director will serve on the Residency Training Committee. Another one of the Faculty Training Supervisors employed by the Participating Entity will serve on the Training Committee.
- 5. The Faculty Training Supervisors will provide each intern and resident with two (2) hours of individual face-to-face clinical supervision each week. Additionally, they will provide the interns and residents, as a group, with two (2) hours of group supervision and two (2) hours of training activities each week, such as Case Conferences, Grand Rounds, and Seminars, as scheduled and approved by the Training Director. The Faculty Training Supervisors will provide each intern and resident with live supervision of therapy and will supervise at least 30 psychological evaluations completed by the interns and residents.
- 6. The Participating Entity will ensure the interns, residents, Staff Assistant, Faculty Training Supervisors, Assistant Training Director, and Training Director, are each allocated individual offices with a desk, chairs, a file cabinet, a bookcase, a phone, and a computer, as well as needed materials including office supplies, office

equipment (printers, scanners, power point presentation capability, MS Office programs), postal/delivery services, psychological testing materials, training and educational materials, lab coats, and name stamps.

- 7. Concerning recruitment and retention of faculty supervisors, the Participating Entity shall implement measures that foster a welcoming and inclusive environment to attract and retain staff from diverse backgrounds.
- 8. The Participating Entity acknowledges that performance evaluations for interns and residents will be completed in accordance with established policies regarding programmatic evaluations. The Training Director and the program will retain sole ownership of these evaluations and will not furnish copies to the Participating Entity for the purposes of annual employee evaluations.
- 5. Section VII., B., Public Records Law, second paragraph, is hereby revised to read:

VII. B. Public Records Law

If the Participating Entity has questions regarding the application of Chapter 119, Florida Statutes, 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

6. Section VII., O., Americans with Disabilities Act, is hereby added:

VII. O. Americans with Disabilities Act

The Participating Entity shall comply with the Americans with Disabilities Act. In the event of the Participating Entity's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Participating Entity may be declared ineligible for further Agreements.

AGREEMENT #A3881 AMENDMENT #2

All other terms and conditions of the original Agreement and any previous amendments 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.

CENTURION OF FLORIDA, LLC		
SIGNED BY:	Sett. White	
NAME:	Steven H. Wheeler	
TITLE:	Chief Executive Officer	4
DATE:	6-27-18	
FEIN:	81-0687470	
FLORIDA DEPARTMENT OF CORRECTIONS		Approved as to form and legality, subject to execution.
SIGNED BY:	Kasey & Lank	BY: A Worthy 4 Burney
NAME:	Kasey B. Faulk	NAME: Kenneth S. Steely
TITLE:	Chief, Bureau of Procurement	TITLE: General Counsel
DATE:	628 2018	DATE: 6/28/18