

**CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CENTURION OF FLORIDA, LLC**

WITNESSETH

WHEREAS, the Florida Department of Corrections (“Department”) and Centurion of Florida, LLC (“Contractor”), are the Parties to Contract #C2995;

WHEREAS, the Parties entered into Contract #C2995 on July 1, 2022, which expires on June 30, 2023; and

WHEREAS, the Parties desire to amend the terms of the Contract.

NOW THEREFORE, the Parties agree to the following changes:

1.0 MODIFICATIONS

In accordance with Section VI., **CONTRACT MODIFICATION**, the following changes are hereby applied:

1.1 Section IV., A., 1., is hereby revised to read:

- IV. A. 1.** Invoice Adjustments: Credit memos will be issued by the Contractor for adjustments to include, but not be limited to, the following:
- Costs for statewide FDC contract monitoring staff salaries, fringe/benefits, and travel expenditures, not to exceed ~~\$2,000,000~~\$3,000,000 annually.
 - Reimbursements received from the fee schedule for services at Reception and Medical Center (RMC) Hospital from Private Correctional Facilities. Currently, the Department has an established fee schedule for services provided by RMCH/Institution to inmates housed at private prisons managed by the DMS. The Contractor shall be entitled to reimbursement for services provided to inmates housed at private prisons, operated by DMS, following this fee schedule. The fee schedule will be reviewed at least annually, but not more than semi-annually, by the Department and the Contractor. The Department shall approve all fees. Costs for non-Centurion inmates (not included in the RMC fee schedule) while at the RMCH or an Outside Hospital will not be billed to FDC but will be submitted directly to the private vendor. If the Contractor is not paid timely by the Private Correctional Facility operators, the Contractor will notify the Department who will liaison with DMS to facilitate payment for the Contractor's services.

2.0 CONFLICT


To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force and any previous amendments remain in full force.

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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.


**CONTRACTOR:
CENTURION OF FLORIDA, LLC**

SIGNED BY: 
NAME: Keith Lueking
TITLE: Chief Executive Officer
DATE: 4/26/2023
FEIN: 81-0687470

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: 
NAME: Ricky D. Dixon
TITLE: Secretary
DATE: MAY 12 2023

SIGNED BY: 
NAME: Dorothy M. Burnsed
TITLE: Deputy General Counsel
DATE: 5/8/23