

POST-EMPLOYMENT RESTRICTIONS FOR EXECUTIVE BRANCH EMPLOYEES

**APPLICATION OF POST-EMPLOYMENT RESTRICTIONS TO FORMER SENIOR
PSYCHOLOGIST FOR THE FLORIDA DEPARTMENT OF CORRECTIONS**

To: Dr. Jennifer Jimenez (Orlando)

SUMMARY:

Section 112.3185(4), Florida Statutes would prohibit a former Senior Psychologist for the Florida Department of Corrections from performing work with a private company in connection with a contract that the company has with the Department of Corrections, for a period of two years following her vacation of her public position. Referenced are CEOs 11-24, 07-16, 03-8, and 01-6.

QUESTION:

Would the post-employment restrictions found in the Code of Ethics be violated were a former Senior Psychologist for the Florida Department of Corrections to perform work with a private company in connection with a contract that the company has with the Department of Corrections?

This question is answered in the affirmative.

In your inquiry, you indicate you previously worked as a Senior Psychologist with the Florida Department of Corrections (DOC), having left that position on January 17, 2025. You note

that your role was classified as a Career Service System position. Now, you indicate you are exploring a job opportunity with a private company known as Centurion, a current vendor of DOC. Specifically, you note are interested in pursuing a role with Centurion to provide psychological services to inmates at Lake Correctional Institution (Lake CI).

Centurion has a single, statewide contract with DOC to provide correctional healthcare services, including medical, mental health, and dental care in all FDOC-managed facilities. This contract was entered into on July 1, 2023, and expires on June 30, 2028.

You note that you had no role in the procurement process of the Centurion/DOC contract while you were employed by DOC. However, you state that part of your responsibilities at DOC included auditing mental health care services performed by Centurion providers in DOC facilities.¹ Specifically, you mention that as part of these audits, you would travel to the facilities being audited to do on-site observations, and then provide education and feedback to the Centurion mental healthcare providers regarding how their performance could be improved. Against this backdrop, you ask if there are any provisions in the Code of Ethics that would prohibit you from performing work with Centurion to provide psychological services to inmates at Lake CI.

There are four statutes in the Code of Ethics that are relevant to your inquiry. The first provision is Section 112.3185(4), Florida Statutes. This provision, in relevant part, states:

An agency employee may not, within 2 years after retirement or termination, have or hold any employment or contractual relationship with any

¹ You indicate these audits of mental health services were initially performed as part of a settlement agreement between DOC and Disability Rights Florida. You note that the lawsuit was fully closed within a year before you left DOC, but the settlement agreement stipulated to "continued monitoring," which you also performed.

business entity other than an agency in connection with any contract for contractual services which was within his or her responsibility while an employee. . . .

Section 112.3185(4), Florida Statutes, bans, *for a two-year duration*, any former public employee from contracting with or working for a private business entity in connection with a contract that was within the employee's responsibility in his or her public position. The Commission on Ethics has previously determined that "within responsibility" includes situations in which one personally monitored services provided under a contract, as well as situations in which one's subordinates had monitoring or managing roles pertaining to a contract. See CEO 11-24, CEO 07-16, CEO 03-8, and CEO 01-6.

Here, it appears that the Centurion/DOC contract was "within your responsibility" while you were employed by DOC, inasmuch as you indicate you audited the performance of Centurion's mental healthcare providers at DOC facilities while you were employed by DOC. Specifically, you noted that during these audits, you would travel to DOC facilities, observe and monitor Centurion's mental healthcare providers, and provide them education and feedback to improve their performance.

As such, for a period of two years following your departure from DOC (through January 17, 2027), Section 112.3185(4) will prohibit you from performing work with Centurion *in connection to its contract with DOC*. However, it is important to note that during this time period, you would not be prohibited from assuming a role at Centurion that has *no connection to its contract with DOC*, as the prohibition in Section 112.3185(4) is specific to individual contracts, not companies.

The next provision relevant to your inquiry is Section 112.3185(3), Florida Statutes. This provision states:

An agency employee may not, after retirement or termination, have or hold any employment or contractual relationship with any business entity other than an agency in connection with any contract in which the agency employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, or investigation while an officer or employee. . . .

Section 112.3185(3), Florida Statutes, bans, *for an unlimited duration*, any former public employee from contracting with, or working for a private business entity in connection to a contract with which the public employee participated personally and substantially in its procurement.

Here, while the two-year ban pursuant to Section 112.3185(4) is applicable to your situation (as discussed above), it does not appear that the unlimited ban pursuant to Section 112.3185(3) will be applicable to your situation, as you indicate you were not involved in the procurement process of the Centurion/DOC contract in your role at DOC.

The third provision that is relevant to your inquiry is Section 112.313(9)(a)4., Florida Statutes. Section 112.313(9)(a)4. states:

An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

The term "employee," as it is used in Section 112.313(9)(a)4. is defined in Section 112.313(9)(a)2.a., Florida Statutes, to include, among others: "[a]ny person employed in the

executive or legislative branch of government holding a position in the Senior Management Service [SMS] . . . or any person holding a position in the Selected Exempt Service [SES]. . . ."

Here, because you indicate you were employed in a Career Service position, rather than a SMS or SES position, you would not violate the prohibition found in Section 112.313(9)(a)4., Florida Statutes, were you to represent Centurion for compensation before DOC in the two-year period following your departure from DOC. To be clear, while Section 112.3185(4) will prohibit you from working for Centurion *in connection with its contract with DOC* until January 17, 2027, should you choose to take a different role with Centurion that does not involve its contract with DOC, this particular two-year representation ban will not prohibit you from engaging in representation of Centurion before DOC.

Lastly, you should be aware that Section 112.313(8), Florida Statutes, prohibits you from disclosing or using information not available to members of the general public and gained by reason of your position at DOC for a personal gain or benefit or for the personal gain or benefit of another person or business entity, including Centurion. While you did not supply any information to indicate you are at risk of violating this provision, we wanted to alert you to the requirement nonetheless.

Your question is answered accordingly.

cc: Dr. Jennifer Jimenez

JMP/aln/ks

Naomi, Amelia

From: JJ Jimenez <jnjeml@gmail.com>
Sent: Tuesday, December 30, 2025 1:47 PM
To: Naomi, Amelia
Cc: Steverson, Kathryn
Subject: Re: Your Ethics Opinion

That is a complicated question/answer, and I'm not sure the legal terminology; my understanding is that the lawsuit was fully closed within a year before I left DOC, but that the settlement agreement stipulated "continued monitoring." As such, we did significantly alter the tool in the months prior to my separation, but it was generally similar to the tool that had been developed for the settlement. You may want to clarify some of these facts with Dr. Kline or Dr. Crawford.

On Tue, Dec 30, 2025 at 1:41 PM Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us> wrote:

Dr. Jimenez,

I have a follow-up question for you as I draft your opinion. It is my understanding that the term of the settlement agreement ended before you left DOC in January of 2025. Did you continue auditing after the term of the settlement agreement had expired? (i.e., were you doing these audits up until you left DOC?)

Thank you,

Amelia L. Naomi

Attorney

Florida Commission on Ethics

NAOMI.AMELIA@leg.state.fl.us

Telephone: 850-488-7864 | Fax: 850-488-3077

Dr. Jennifer Jimenez
1613 Arlington St.
Orlando, FL 32805
Email: jnjeml@gmail.com
Phone: 321-360-9929

November 22, 2025

Kerrie J. Stillman
Executive Director
Florida Commission on Ethics
325 John Knox Road
Building E, Suite 200
Tallahassee, FL 32303

Re: Request for Formal Advisory Opinion Regarding §112.3185(4), F.S. – Employment with Centurion

Dear Ms. Stillman:

I respectfully submit this request for a formal advisory opinion regarding the applicability of §112.3185(4), Florida Statutes, to my potential employment as a Senior Psychologist with Centurion at Lake Correctional Institution. Attorney Amelia Naomi advised that I may seek a formal advisory opinion from the Commission and that I may attach her August 1, 2025 interpretation letter for reference. I have included that letter with this request.

After reviewing the August 1 letter, I believe several material facts concerning the nature of my former duties with the Florida Department of Corrections (DOC) were misinterpreted. These factual distinctions substantially affect the statutory analysis under §112.3185(4), particularly as it relates to the question of whether the Centurion/DOC contract was “within my responsibility.” For the reasons detailed below, I respectfully request Commission review and clarification.

I. My Auditing Duties Were Created for a DRF Settlement and Were Not Contract-Monitoring Functions

From 2019 through January 17, 2025, I served as a psychologist in DOC’s Office of Mental Health, where one of my roles included auditing mental health services using a tool that was created solely for the Disability Rights Florida (DRF) litigation settlement agreement. This audit tool—and the work associated with it—was designed for clinical quality oversight stemming from litigation, not for procurement or contract administration.

My audits did not arise from, nor did they relate to, DOC’s statewide contract with Centurion. In fact, most of my audit work predated the current Centurion contract (entered July 1, 2023). The tool existed before the current contract, continued regardless of vendor, and functioned independently of any procurement terms.

II. My Duties Did Not Constitute “Responsibility” for the Centurion Contract Under §112.3185(4)

I did not have—nor was I assigned—any responsibility related to the Centurion contract. Specifically:

- I did not review or interpret contract terms.
- I did not evaluate vendor performance against contractual obligations.
- I did not participate in contract enforcement, amendment, deliverable review, or invoicing.
- I did not interface with procurement staff.
- I did not oversee or supervise any staff who conducted contract monitoring.
- Corrective action plans I participated in were clinical only, with no contractual or financial consequences.

My role was limited to settlement-based clinical quality improvement, not to monitoring or managing Centurion's contractual performance.

III. Public-Interest Considerations and Facility Hardship at Lake CI

The Senior Psychologist position at Lake Correctional Institution has been unfilled for an extended period, resulting in reduced clinical coverage and increased pressure on remaining staff. Timely access to mental health services is essential in correctional settings, and the ongoing vacancy poses risk to patient care and facility safety.

I have been separated from DOC for one year as of January 2026—half of the two-year period at issue under §112.3185(4). Applying the statute in an overly broad manner, based on duties that were not contract-related, inadvertently exacerbates staffing shortages and negatively affects inmate mental health services at Lake CI.

IV. Request for a Formal Advisory Opinion

For these reasons—including the litigation-driven nature of my auditing work, the absence of any contract responsibility, the misapplication of relevant precedent, and the public-interest concerns at the affected facility—I respectfully request that the Commission issue a formal advisory opinion addressing whether §112.3185(4) should apply to my circumstances.

Thank you for your time and consideration. Please let me know if I can provide any additional information in advance of the Commission's review.

Respectfully,
Dr. Jennifer Jimenez

Luis M. Fusté
Chair
Paul D. Bain
Dr. James Bush, III
Michael H. Hellman
Laird A. Lile
Ashley Lukis
Jon M. Philipson
Jeremy M. Rodgers
Linda Stewart



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"A Public Office is a Public Trust"

Kerrie J. Stillman
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August 1, 2025

Dr. Jennifer Jimenez
jnjeml@gmail.com

BY EMAIL

Dear Dr. Jimenez:

This letter is written in response to your recent ethics inquiry. In your inquiry, you indicate you previously worked as a psychologist with the Florida Department of Corrections (DOC). You note that your role was classified as a Career Service System position, and you left DOC on January 17, 2025. Now, you indicate you are exploring a job opportunity with a private company known as Centurion. Specifically, you note are interested in pursuing a role as a psychologist with Centurion to provide psychological services to inmates at Lake Correctional Institution (Lake CI).

After having further communications with the Assistant Chief of Mental Health Services at DOC, it appears that Centurion has a single, statewide contract with DOC to provide correctional healthcare services, including medical, mental health, and dental care in all FDOC-managed facilities. The Assistant Chief indicated this contract was entered into on July 1, 2023, and expires on June 30, 2028.

You note that you had no role in the procurement process of the Centurion/DOC contract while you were employed by DOC. However, you state that part of your responsibilities at DOC included auditing mental health care services performed by Centurion providers in DOC facilities. Specifically, you mention that as part of these audits, you would travel to the facilities being audited to do on-site observations, and then provide education and feedback to the Centurion mental healthcare providers regarding how their performance could be improved. Against this backdrop, you ask if there are any provisions in the Code of Ethics that would prohibit you from pursuing employment with Centurion to provide psychological services to inmates at Lake CI.

There are four statutes in the Code of Ethics that are relevant to your inquiry. The first provision of the Code of Ethics that is relevant to your situation is Section 112.3185(4), Florida Statutes. This provision, in relevant part, states:

An agency employee may not, within 2 years after retirement or termination, have or hold any employment or contractual relationship with any business entity other than an agency in connection with any contract for contractual services which was within his or her responsibility while an employee. . . .

Section 112.3185(4), Florida Statutes, bans, *for a two-year duration*, any former public employee from contracting with, or working for, a private business entity in connection to a contract that was within the employee's responsibility in his or her public role. The Commission on Ethics has previously determined that "within responsibility" includes situations in which one personally monitored services provided under a contract, as well as situations in which one's subordinates had monitoring or managing roles pertaining to a contract. See CEO 11-24, CEO 07-16, CEO 03-8, and CEO 01-6.

Here, it appears that the Centurion/DOC contract was "within your responsibility" while you were employed by DOC, inasmuch as you indicate you audited the performance of Centurion's mental healthcare providers at DOC facilities while you were employed by DOC. Specifically, you noted that during these audits, you would travel to DOC facilities, observe and monitor Centurion's mental healthcare providers, and provide them education and feedback to improve their performance.

As such, for a period of two years following your departure from DOC (through January 17, 2027), it appears Section 112.3185(4) will prohibit you from holding employment with Centurion *in connection to its contract with DOC*. However, it is important to note that during this time period, you would not be prohibited from assuming a role at Centurion that has no connection to its contract with DOC, as the prohibition in Section 112.3185(4) is specific to individual contracts, not companies.

The next provision relevant to your inquiry is Section 112.3185(3), Florida Statutes. This provision states:

An agency employee may not, after retirement or termination, have or hold any employment or contractual relationship with any business entity other than an agency in connection with any contract in which the agency employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, or investigation while an officer or employee. . . .

Section 112.3185(3), Florida Statutes, bans, *for an unlimited duration*, any former public employee from contracting with, or working for a private business entity in connection to a contract with which the public employee participated personally and substantially in its procurement. In

CEO 17-8, the Commission clarified that minor or incidental contact with the procurement, such as making general suggestions and having no responsibilities or discretion with the procurement of the contract, does not rise to the level of involvement contemplated by the prohibition in Section 112.3185(3).

Here, while it does appear that the two-year ban pursuant to Section 112.3185(4) is applicable to your situation (as discussed above), it does not appear that the unlimited ban pursuant to Section 112.3185(3) will be applicable to you, as you indicate you were not involved in the procurement process of the Centurion/DOC contract in your role at DOC. Therefore, after January 27, 2027, it does not appear that Section 112.3185(3) will prohibit you from working for Centurion in connection to its contract with DOC.

The third provision that is relevant to your inquiry is Section 112.313(9)(a)4., Florida Statutes. Section 112.313(9)(a)4. states:

An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government..

The term "employee," as it is used in Section 112.313(9)(a)4. is defined in Section 112.313(9)(a)2.a., Florida Statutes, to include, among others: "[a]ny person employed in the executive or legislative branch of government holding a position in the Senior Management Service [SMS] . . . or any person holding a position in the Selected Exempt Service [SES]. . . ."

The term "represent" is also defined. Section 112.312(22), Florida Statutes, defines it to mean "actual physical attendance on behalf of a client in an agency proceeding, the writing of letters or filing of documents on behalf of a client, and personal communications made with the officers or employees of any agency on behalf of a client." In CEO 09-6, the Commission on Ethics found that the inclusion of a former SES employee's name in documents presented to his former agency would not constitute representation.

Here, because you indicate you were employed in a Career Service position, rather than a SMS or SES position, it appears that you would not violate the prohibition found in Section 112.313(9)(a)4., Florida Statutes, were you to represent Centurion for compensation before DOC in the two-year period following your departure from DOC. While I mentioned that it appears Section 112.3185(4) will prohibit you from working for Centurion *in connection with its contract with DOC* until January 17, 2027, should you choose to take a different role with Centurion that does not involve its contract with DOC, it does not appear this particular two-year representation ban will be applicable to you.

Page 4
Dr. Jennifer Jimenez
August 1, 2025

The final statute relevant to your inquiry is Section 112.313(8), Florida Statutes. Section 112.313(8) states:

DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

You should be aware that this statute prohibits you from disclosing or using information not available to members of the general public and gained by reason of your position at DOC for a personal gain or benefit or for the personal gain or benefit of another person or business entity, including Centurion. While you did not supply any information that would indicate you are at risk of violating this provision, I wanted to alert you to the requirement nonetheless.

The guidance provided in this letter is limited to the facts that have been provided. If there are additional material facts, or if I have misstated them in this letter, please contact me again. The referenced statutes and advisory opinions are available on the Commission's website at www.ethics.state.fl.us. If you have any other questions about the guidance contained in this letter, please call me or send me an email at naomi.amelia@leg.state.fl.us.

Sincerely,

Amelia Naomi
Attorney, Florida Commission on Ethics

Steverson, Kathryn

From: JJ Jimenez <jnjeml@gmail.com>
Sent: Monday, November 24, 2025 10:04 AM
To: Stillman, Kerrie
Cc: Steverson, Kathryn; Zuilkowski, Steven
Subject: Re: Request for Formal Advisory Opinion – §112.3185(4) and Employment with Centurion

Received, thank you!

On Sat, Nov 22, 2025 at 10:42 PM Stillman, Kerrie <STILLMAN.KERRIE@leg.state.fl.us> wrote:

Dr. Jimenez,

Your opinion request has been received. However, this matter will not be considered at the Commission's December meeting because there is not enough time to prepare the draft opinion and meet the public notice requirements. The Commission's next meeting is scheduled for January 23, 2026.

Sincerely,

Kerrie Stillman

Executive Director

Florida Commission on Ethics

From: JJ Jimenez <jnjeml@gmail.com>
Sent: Saturday, November 22, 2025 9:19 AM
To: Stillman, Kerrie <STILLMAN.KERRIE@leg.state.fl.us>
Subject: Request for Formal Advisory Opinion – §112.3185(4) and Employment with Centurion

Dear Ms. Stillman,

I am writing to request a formal advisory opinion regarding the applicability of §112.3185(4), Florida Statutes, to my potential employment as a Senior Psychologist with Centurion at Lake Correctional Institution. Attorney Amelia Naomi advised that I may seek such an opinion and attach the August 1, 2025 letter she previously issued to me, which I have included.

I believe several material facts from my former DOC role were misinterpreted—particularly the nature of my audit duties, which were tied to the Disability Rights Florida settlement and not to contract oversight. My responsibilities did not involve procurement, contract monitoring, deliverable enforcement, invoice review, or any contractual authority. Because these distinctions significantly affect the statutory analysis, I respectfully request Commission review.

The position at Lake CI has been unfilled for an extended period and affects patient access to mental health services. I have been separated from DOC for nearly one year, and I would appreciate the opportunity to have my circumstances reviewed by the Commission at its December 5 meeting.

Thank you for your time and consideration.

Respectfully,
Dr. Jennifer Jimenez
1613 Arlington St.
Orlando, FL 32805
Email: jnjeml@gmail.com
Phone: 321-360-9929

Naomi, Amelia

From: Crawford, Stephanie <Stephanie.Crawford@fdc.myflorida.com>
Sent: Thursday, July 24, 2025 9:35 AM
To: Naomi, Amelia
Subject: RE: Dr. Jennifer Jimenez

Is there is more than one Centurion contract with DOC regarding mental health services?

No

The Florida Department of Corrections (FDOC) maintains a single statewide contract with Centurion of Florida, LLC for correctional healthcare services—covering medical, mental health, and dental care in all FDOC-managed facilities.

- The current agreement is designated Contract #C3076, established on June 29, 2023, between FDOC and Centurion of Florida, LLC .

The Florida Department of Corrections entered into Contract #C3076 on July 1, 2023, which expires on June 30, 2028

Amendment One, effective July 1, 2024; and

Amendment Two, effective June 13, 2025;

Was there a separate contract for auditing services that arose after the settlement agreement?

No

Are the auditing services she performed contemplated by the original contract between Centurion and DOC (the contract in place before the settlement agreement occurred)?

No – BRMT Teams were created through legislative budget requests.

The Inpatient Behavioral Risk Management Team (on which Dr. Jimenez worked) within the Florida Department of Corrections was officially created in March 2019. This development emerged as part of reforms tied to ongoing litigation and systemic monitoring improvements. In specific court filings dated March 28, 2019, it is noted that:

“Creation of a Behavior Risk Management Team (BRMT) comprising one (1) psychologist, a part-time psychiatrist and a part-time psychiatric nurse; development and implementation of two Quality Assurance instruments ... to monitor mental health services in inpatient units”

The BRMT is a specialized, multidisciplinary team within Office of Health Services Mental Health focused on:

- Identifying behavioral health risks,
- Conducting external audits and reviews,
- Consulting on remediation plans,
- Supporting staff training,
- Liaising with data and contract teams for integrated oversight.

Primary Functions of the BRMT

1. External Review & Consultation

Provides independent, expert reviews of mental health operations—particularly in inpatient units for high-risk inmates.

Offers consultative support and remediation guidance to onsite clinical and correctional staff.

2. System-wide Monitoring & Audits

Conducts regular performance audits of mental health delivery using standardized metrics.

Partners with institutional leadership and contracted providers to monitor corrective action based on these audits .

3. Risk Identification & Remediation

Strategically deployed to identify emerging risks within mental health services.

Works closely with institutional leadership and mental health contractors to address operational or care delivery gap .

4. Staff Training & Support

Provides specialized training to institutional and health services staff to address identified areas for improvement or compliance issues.

Please feel free to contact me with any additional questions.

S. Crawford, Psy.D
Assistant Chief of MH Services
501 South Calhoun St.
Tallahassee, FL 32399
Office: (850) 717-3280

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From: Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us>
Sent: Tuesday, July 22, 2025 1:53 PM
To: Crawford, Stephanie <Stephanie.Crawford@fdc.myflorida.com>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>
Subject: RE: Dr. Jennifer Jimenez

 You don't often get email from naomi.amelia@leg.state.fl.us. [Learn why this is important](#)
Dr. Crawford,

I hope you are doing well. My name is Amelia Naomi and I am an attorney at the Florida Commission on Ethics. Dr. Jimenez has reached out to our office regarding a potential role at Centurion, and said that you may have some information that will be helpful for me in getting her the guidance she needs.

Basically, I am trying to figure out if there is more than one Centurion contract with DOC regarding mental health services. Dr. Jimenez referenced doing audit work on mental health services provided by Centurion, but mentioned she was doing those audits pursuant to a settlement agreement between DOC and DRF. Was there a separate contract for auditing services that arose after the settlement agreement? Or are the auditing services she

performed contemplated by the original contract between Centurion and DOC (the contract in place before the settlement agreement occurred)?

I've attached the back-and-forth I've had with Dr. Jimenez about this if that is helpful for you.

Thank you,
Amelia Naomi

From: JJ Jimenez <jnjeml@gmail.com>
Sent: Tuesday, July 22, 2025 10:17 AM
To: Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us>
Cc: Steverson, Kathryn <STEVEYSON.KATHRYN@leg.state.fl.us>
Subject: Re: Your Ethics Inquiry

There is information that I may or may not be privy to regarding the specifics of that; technically, it's not a contract that I was monitoring, it was a settlement agreement. And the lawsuit is no longer active, but the terms of the agreement to my understanding have provisions for continued monitoring, although there are (to my understanding) no specific parameters for how long and to what degree the monitoring will continue. I would potentially reach out to Dr. Stephanie Crawford, Assistant Chief of MH Services, to confirm this information; I would refer you to the Chief, Dr. Kline, but she's on vacation and Dr. Crawford is aware of this situation and happy to answer any questions for you!

S. Crawford, Psy.D
Assistant Chief of MH Services
501 South Calhoun St.
Tallahassee, FL 32399
Office: (850) 717-3280

On Tue, Jul 22, 2025 at 10:04 AM Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us> wrote:

Thank you for the prompt response. One more question- regarding the role you are seeking at Centurion, would you be performing mental health care services pursuant to the same contract you were involved in auditing while you were at DOC?

From: JJ Jimenez <jnjeml@gmail.com>
Sent: Tuesday, July 22, 2025 9:46 AM
To: Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us>
Subject: Re: Your Ethics Inquiry

Hello!

What is the scope of Centurion's contract with DOC? (i.e., what services does Centurion provide to DOC?)

Centurion, from my experience, provides health care services for FL DOC. I was involved with auditing the provision of mental health care services in prisons that provided inpatient mental health services.

While you were at DOC, did you participate in the procurement process for the Centurion contract?

No

While you were at DOC, did you have any job duties related to the Centurion contract?

a. Did you have to interface with Centurion or its employees while you were at DOC?

Yes; as previously mentioned, I audited mental health care services provided by Centurion staff. I used a tool that was created as a result of the lawsuit between FL DOC and Disability Rights of Florida (DRF). At different points in the five years I served as an auditor, I provided education to Centurion mental health care providers to give them feedback about my results and how to improve their performance. 1-2x month, myself and my co-auditor would travel to the site being audited to do on-site observation and provide feedback to the staff.

Please let me know if you need additional information!

Best,

Dr. Jimenez

On Tue, Jul 22, 2025 at 9:19 AM Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us> wrote:

Ms. Jimenez,

I have a few follow-up questions for you:

1. What is the scope of Centurion's contract with DOC? (i.e., what services does Centurion provide to DOC?)
2. While you were at DOC, did you participate in the procurement process for the Centurion contract?
3. While you were at DOC, did you have any job duties related to the Centurion contract?

a. Did you have to interface with Centurion or its employees while you were at DOC?

Thank you,

Amelia

From: JJ Jimenez <jnjeml@gmail.com>
Sent: Monday, July 21, 2025 4:04 PM
To: Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>
Subject: Re: Your Ethics Inquiry

Thank you so much, I look forward to hearing from you!

Best,

Dr. Jimenez

On Mon, Jul 21, 2025 at 3:59 PM Naomi, Amelia <NAOMI.AMELIA@leg.state.fl.us> wrote:

Dr. Jimenez,

I am the attorney you spoke to on the phone earlier this afternoon about your employment opportunity with Centurion. Your letter has been assigned to me. I will reach out if I have any follow-up or clarifying questions as I begin to draft your letter.

Best,

Amelia L. Naomi

Attorney

Florida Commission on Ethics

NAOMI.AMELIA@leg.state.fl.us

Telephone: 850-488-7864 | Fax: 850-488-3077

Naomi, Amelia

From: Steverson, Kathryn
Sent: Monday, July 21, 2025 3:14 PM
To: Naomi, Amelia
Subject: FW: Request for informal ethics opinion

Amelia,

Please see below ethics request assigned to you.

Thank you,

Kathryn Steverson
Assistant to the Executive Director

*Florida Commission on Ethics
P.O. Drawer 15709
Tallahassee, FL 32317-5709
(850) 488-7864
(850) 488-3077 Fax
www.ethics.state.fl.us*

Physical address:
325 John Knox Road
Building E, Suite 200
Tallahassee, FL 32303

From: Stillman, Kerrie <STILLMAN.KERRIE@leg.state.fl.us>
Sent: Monday, July 21, 2025 3:03 PM
To: Zuilkowski, Steven <ZUILKOWSKI.STEVEN@leg.state.fl.us>; Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>
Subject: FW: Request for informal ethics opinion

We received the following opinion request. Please acknowledge, log, and assign. Thank you.

From: JJ Jimenez <jnjeml@gmail.com>
Sent: Monday, July 21, 2025 2:58 PM
To: Stillman, Kerrie <STILLMAN.KERRIE@leg.state.fl.us>
Subject: Request for informal ethics opinion

Dear Members of the Ethics Committee,

I am writing to request an informal ethics review and clearance to accept potential employment with Centurion, a private healthcare company that contracts with correctional systems, including the Florida Department of Corrections (FLDOC).

I previously worked as a psychologist for the State of Florida within the Department of Corrections as a Career Services employee, and terminated my employment with them 1/17/2025. While I am no longer employed by the state, I understand that there may be concerns about a potential conflict of interest should I pursue employment with Centurion. Specifically, I was informed by the Department that, due to the lack of clear guidance on this matter, I should seek an opinion from the Ethics Committee before proceeding.

To assist in your review, I am submitting all previous correspondence with Dr. Kline, Chief of Mental Health for the Florida Department of Corrections, which outlines the nature of the concern and context regarding my former role and the potential position with Centurion. I hope this documentation will provide clarity and support a thorough assessment.

Please let me know if there are any additional materials, disclosures, or steps required to complete this review. I greatly appreciate your time and guidance in this matter, and I look forward to your response.

Sincerely,

Dr. Jennifer Jimenez

PY8842

From: Kline, Suzonne

Sent: Friday, June 20, 2025 10:30 AM

To: Vazquez, Paul <Paul.Vazquez@fdc.myflorida.com>

Cc: Matlock, Amy <Amy.Matlock@fdc.myflorida.com>

Subject: RE: Request for Consideration Regarding Employment Restriction

Mr. Vazquez,

Thank you for helping me frame this matter by providing insights into the type of questions that may arise as part of this potential hiring by Centurion. To the best of my knowledge the responses below are true and accurate for the position Dr. Jimenez was in at the time of her FDC employment as well as for the position she is presently seeking.

1. Did Dr. Jimenez hold a Senior Management Service or Selected Exempt Service position while employed by FDC?

No.

2. What was Dr. Jimenez's reason for terminating her employment with FDC (i.e., was her position with FDC eliminated by the Department and her job duties subsequently performed by Centurion)?

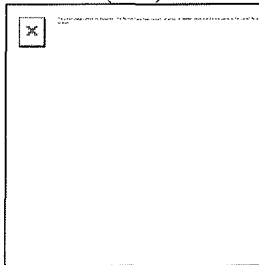
From her resignation letter, she decided to "pursue a new professional opportunity." She left in good standing with FDC.

3. While employed by FDC, did Dr. Jimenez participate personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, or investigation regarding any FDC/Centurion contract?
No.
4. While employed by FDC, was any FDC/Centurion contract within Dr. Jimenez' scope of responsibility?
No.
5. (a)What does Dr. Jimenez plan to do if employed by Centurion? **She will provide psychological services to inmates at Lake CI as a licensed psychologist (which, as an aside, are very difficult to find/retain as there is a national shortage).**
(b)Will she have any responsibilities regarding any FDC/Centurion contract? **No.**
(c)Will she represent Centurion in any way before FDC? **No.**
(d)Will she be providing services in an institution or facility under the jurisdiction of FDC? **Yes.**

Let me know if you need anything else.

Thanks!

Suzonne M. Kline, Psy.D.
Chief of Mental Health
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Office: (850) 717-3281



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From: Vazquez, Paul <Paul.Vazquez@fdc.myflorida.com>
Sent: Wednesday, June 18, 2025 1:51 PM
To: Kline, Suzonne <Suzonne.Kline@fdc.myflorida.com>
Cc: Matlock, Amy <Amy.Matlock@fdc.myflorida.com>
Subject: FW: Request for Consideration Regarding Employment Restriction

Dr. Kline:

Your email was forwarded to me for review. To accurately review this matter, I need responses to the following questions:

1. Did Dr. Jimenez hold a Senior Management Service or Selected Exempt Service position while employed by FDC?
2. What was Dr. Jimenez's reason for terminating her employment with FDC (i.e., was her position with FDC eliminated by the Department and her job duties subsequently performed by Centurion)?
3. While employed by FDC, did Dr. Jimenez participate personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, or investigation regarding any FDC/Centurion contract?
4. While employed by FDC, was any FDC/Centurion contract within Dr. Jimenez' scope of responsibility?
5. What does Dr. Jimenez plan to do if employed by Centurion? Will she have any responsibilities regarding any FDC/Centurion contract? Will she represent Centurion in any way before FDC? Will she be providing services in an institution or facility under the jurisdiction of FDC?

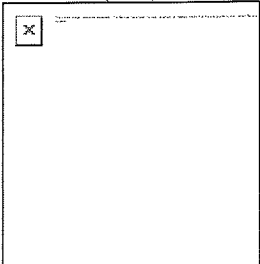
For your reference, below are links to what I believe are the relevant statutory provisions to be considered:

- § 112.313(9)(a)4.
– http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/Sections/0112.313.html
- §§ 112.3185(3) & (4)
– http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/Sections/0112.3185.html

Thank you for your help. Please let me know if you have any questions or concerns.

Paul

Paul A. Vazquez
Assistant General Counsel
Office of the General Counsel
Florida Department of Corrections
Phone: (850) 841-7511



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Dear Dr. Kline

I hope this message finds you well. I wanted to take a moment to thank you again for the opportunities I had while working with the Department of Corrections. My time with the agency was both professionally rewarding and personally meaningful, and I remain grateful for the experience and the leadership I received under your supervision!

I'm writing to respectfully request your consideration regarding the one-year restriction on employment with Centurion following departure from DOC. As you may know, I have now been away from the Department for six months, and a position has become available with Centurion that aligns well with my skills and passion for correctional mental health care. Working with Centurion would allow me to continue contributing to the well-being of incarcerated individuals—something I remain deeply committed to.

I am confident that this role would not interfere in any way with the operations of the Department, and I am prepared to comply with any limitations or conditions that would help alleviate any potential concerns. I would be sincerely grateful for your support or guidance in obtaining any necessary approvals or waivers. Please let me know if there is any additional information I can provide or a formal process I should follow.

Thank you again for your time and consideration.

Warm regards,
Dr. JJ Jimenez

phone: 321.360.9929