



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31230	Edison ID 57216	Contract # 57216	Amendment # 3		
Contractor Legal Entity Name Centurion of Tennessee, LLC			Edison Vendor ID 0000166648		
Amendment Purpose & Effect(s) The proposed amendment extends the current contract for an additional year through June 30, 2023 and revises the maximum liability accordingly.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2023			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$33,535,827.74		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$96,465,562.43				\$96,465,562.43
2020	\$104,288,464.60				\$104,288,464.60
2021	\$109,143,150.71				\$109,143,150.71
2022	\$116,933,350.00				\$116,933,350.00
2023	\$120,215,100.00				\$120,215,100.00
TOTAL:	\$547,045,627.74				\$547,045,627.74
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT THREE
OF CONTRACT 57216**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Centurion of Tennessee, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on July 1, 2018 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

2. Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Five Hundred Forty-Seven Million, Forty-Five Thousand, Six Hundred Twenty-Seven Dollars and Seventy-Four Cents (\$547,045,627.74) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to the Contractor by the State of otherwise specified by this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2022. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CENTURION OF TENNESSEE, LLC:



June 20, 2022

SIGNATURE

DATE

Keith Lueking, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

Lisa Helton

6/22/2022

LISA HELTON, INTERIM COMMISSIONER

DATE

32901-31230 Centurion of Tennessee, LLC – amendment 3