

FILE 2820 – June 6, 2025

## **POSTEMPLOYMENT RESTRICTIONS**

### **DEPARTMENT OF CORRECTIONS EMPLOYEE ACCEPTING POST-PUBLIC-EMPLOYMENT WITH A VENDOR OF THE DEPARTMENT**

*To: Mr. Peter Heron (Miami)*

#### **SUMMARY:**

Under the circumstances presented, Sections 112.3185(3) and 112.3185(4), Florida Statutes, will not restrict an Assistant Warden with the Department of Corrections from leaving State employment and accepting a position with a vendor that is providing comprehensive healthcare for the Department. However, for two years after leaving State employment, Section 112.313(9)(a)4., Florida Statutes, will restrict him from representing the vendor for compensation before any agency officer or employee within his Departmental region. Referenced are CEO 19-5, CEO 18-18, CEO 18-9, CEO 12-4, CEO 11-24, CEO 09-6, CEO 09-5, CEO 06-3, CEO 07-16, CEO 07-10, CEO 07-6, CEO 05-16, CEO 05-4, CEO 03-8, CEO 00-6, CEO 93-2, CEO 90-27, CEO 89-20, CEO 88-79, and CEO 83-8.

#### **QUESTION:**

Would an Assistant Warden with the Department of Corrections be restricted under any post-public-employment provisions in the Code of Ethics from accepting an employment offer from a vendor providing comprehensive healthcare for the Department?

Under the circumstances presented, this question is answered in the affirmative.

In your letter of inquiry and additional information supplied to our staff, you indicate you are one of the Assistant Wardens for the Everglades Correctional Institution with the Florida Department of Corrections. You state your position as Assistant Warden is classified as Selected Exempt Service (SES) and that you have served in that capacity since March 2017. You relate your role as Assistant Warden largely pertains to overseeing the security operation of the Everglades Correctional Institution, and you have provided a job description for your position that indicates you also assist in supervising "the day-today functions of the [I]nstitution and monitor[ing] daily operations."

Your inquiry stems from a post-public-employment job offer that you have received from a Department vendor (hereinafter, "the vendor"). The vendor is currently contracting with the Department of Corrections to provide comprehensive healthcare for the inmate population at all the Department's correctional institutions. It has offered you the position of Health Services Administrator at the Dade Correctional Institution, which you indicate would require you to be physically placed at the Dade facility and would entail regularly interacting with Department staff. You have provided the vendor's job description of the Health Services Administrator position, which indicates this position is responsible for—among other duties—directing and supervising the work of the medical, dental, mental health, nursing, technical, clerical, and support service teams that the vendor has assigned to the Dade Correctional Institution.

You ask whether you will have a prohibited conflict of interest under any post-public-employment restriction in the Code of Ethics (Part III, Chapter 112, Florida Statutes) were you to accept the vendor's employment offer and serve as the Health Services Administrator at the Dade Correctional Institution. As explained below, under your unique set of facts, it does not appear the

restrictions in Section 112.3185, Florida Statutes, will apply were you to accept the employment offer, but you would be prohibited for two years under Section 112.313(9)(a)4., Florida Statutes, from making any type of representation to your former agency on the vendor's behalf.<sup>1</sup>

Turning first to Section 112.3185, Florida Statutes, that statute contains several prohibitions of which the most relevant to your inquiry is Section 112.3185(4), Florida Statutes,<sup>2</sup> which 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. If the agency employee's position is eliminated and his or her duties are performed by the business entity, this subsection may be waived by the agency head through prior written approval for a particular employee if the agency head determines that the best interests of the state will be served thereby.

The provision prohibits you from being employed with any business entity for two years after you resign from the Department when your employment is related to a contract for contractual services that fell within your responsibilities while at the Department. This two-year prohibition is contract specific; it does not prevent you from working on programs or subject matter related to the

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<sup>1</sup> Commission staff provided letters to you concerning your inquiry on April 4, 2025, and April 15, 2025. This advisory opinion is based on the information that you initially provided during the drafting of those letters, as well as on further information that you subsequently provided during the preparation of this opinion. The guidance in this opinion supersedes any earlier recommendations provided in the letters.

<sup>2</sup> Section 112.3185(3), Florida Statutes, which is a separate subsection of the statute, prohibits you from accepting any employment or contractual relationship with a business entity that is "in connection with any contract in which [you] participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, or investigation while an officer or employee." The Commission has limited its interpretation of this list of activities to the procurement process. See CEO 00-6 and CEO 83-8. Here, from what you indicate, you were not involved in procuring the Department's contract with the vendor. Accordingly, Section 112.3185(3) will not apply were you to accept the vendor's employment offer.

Department, but only from working on contracts for contractual services that were within your responsibilities. See CEO 07-10 and CEO 06-3, n.6.

Certain statutory criteria in Section 112.3185(4) are present in your situation. From what you indicate, the contract between the Department and the vendor is for "contractual services"—as you relate it requires the vendor to provide healthcare to incarcerated patients at the Department's correctional institutions—and it appears your potential position with the vendor will be "in connection" with the contract as it will require you to work at a particular correctional institution to ensure all patients are receiving adequate care. The question remains whether the contract with the vendor falls "within your responsibility" as a current Department employee.

The phrase "within responsibility" is not defined in the Code of Ethics. See CEO 11-24. In the past, we have found a contract to be within a public employee's responsibility when he or she—or a subordinate—has monitored or managed the contract, or when a public employee has ultimate authority over a contract. See CEO 19-5, CEO 18-18, CEO 03-8 and CEO 93-2. If the employee merely has incidental contact with a contract, meaning they do not have a substantive role concerning it, then the prohibition in Section 112.3185(4) does not apply. See CEO 18-9, n.5, CEO 06-3 and CEO 93-2.

Here, you state you are not the monitor or manager on the Department's contract with the vendor. You indicate a separate Department employee, over whom you have no supervisory authority, monitors the vendor's performance of the contract in Region 4 of the Department, where the Everglades Correctional Institution and the Dade Correctional Institution are located.<sup>3</sup> You also state you have no "contractual oversight" or "decision-making authority" regarding the Department's

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<sup>3</sup> The Department's website indicates these Correctional Institutions are both in Region 4. See

contract with the vendor, and that your interaction with the vendor "is strictly operational and site-based[.]" meaning you interact with vendor staff only "in the context of [the] day-to-day institutional management and coordination" of your correctional facility. In other words, your involvement with the vendor is not because you have managerial responsibilities concerning the contract, but simply because, as an Assistant Warden, you oversee the general operation of your facility.

It is worth emphasizing that simply because you have no authority to make decisions concerning a contract does not mean you have no responsibilities concerning it. For instance, if your duties as Assistant Warden included evaluating the work performed by the vendor or collaborating with the vendor in providing services, Section 112.3184(4) could apply, even if you were not involved in making overall decisions concerning the contract.

However, the information that you have provided—particularly the information provided while this advisory opinion was being prepared—indicates you do not have the substantive responsibilities concerning the contract that Section 112.3185(4) is meant to address. As described above, you have no role in monitoring the contract. Nor do you review any work performed by the vendor pursuant to the contract. You do indicate the vendor's employees report security-related issues to you concerning Department employees. And you also indicate you are involved in inspecting the medical area of the facility for safety, security, and sanitation, which presumably is the area where the vendor's employees are working. But simply because you receive information from the vendor about security matters or inspect areas of the facility where the vendor may be present does not mean you have responsibilities concerning the vendor's contract. Indeed, you state

the contract does not even create a duty on the part of the vendor to maintain the medical area of the facility.

In short, in your role as Assistant Warden, it appears any contact that you have with the vendor is by necessity and relates only to the general management of your correctional institution. You have no specific duties or role concerning the performance of the vendor's contract with the Department. For this reason, the two-year prohibition in Section 112.3185(4) will not apply were you to accept the vendor's employment offer.

That being said, regardless of Section 112.3185(4), another statute will be applicable were you to begin serving as a Health Services Administrator at the Dade Correctional Institution. This statute is Section 112.313(9)(a)4., Florida Statutes, which 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.

Essentially, Section 112.313(9)(a)4. places a two-year prohibition on former agency employees representing persons or entities for compensation before their former agencies. For purposes of this prohibition, Section 112.313(9)(a)2.a.(I), Florida Statutes, defines an "employee" as "[a]ny person employed in the executive or legislative branch of government holding a position in the ... Selected Exempt Service ... ." Because your position as Assistant Warden is classified as SES, you will be subject to the two-year prohibition in Section 112.313(9)(a)4. if you leave that position and enter the private sector.

An initial matter to consider in applying Section 112.313(9)(a)4. is what your "agency" will

be for purposes of the statutory prohibition. Past Commission opinions have clarified that your "agency" will be Region 4 of the Department, as that Region encompasses the Everglades Correctional Institution where you are currently employed. See CEO 90-27, CEO 89-20, and CEO 88-79 (finding for purposes of Section 112.313 that the "agency" of a former Department employee will be the region in which his or her correctional institution is located). The Dade Correctional Institution, where the vendor intends to place you, is also located in Region 4. Considering this, the question becomes whether—if you accept the vendor's offer to serve as its Health Services Administrator at the Dade Correctional Institution—you will be required to make any "representations" before Region 4 personnel on the vendor's behalf within two years of leaving your position.

The term "representation" is defined in Section 112.312(22), Florida Statutes, as:

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.

This definition is very broad, precluding almost all contact between you and Region 4 officers and employees during the two-year period. See CEO 07-16, n.5 and CEO 05-4 (both opinions emphasizing the breadth of the definition). Examples of prohibited representations include attending agency meetings on behalf of a new employer, even without speaking (see CEO 07-6, Question 1), as well as communicating with agency personnel orally or in writing. In the past, the Commission has recognized that actions needed to carry out the terms of a contract may not always constitute "representation" within the meaning the prohibition. See, for example, CEO 09-6 and CEO 05-16. However, those opinions are confined to rote, mechanical contact where there is no discretion on the part of the agency that can be influenced (e.g., the mere conveyance of information

to agency personnel). See CEO 11-24, n.10, CEO 09-5, and CEO 00-6. If the contact is intended to have the agency or its personnel take or not take some discretionary action, the prohibition will apply. See CEO 12-4, n.6.

Here, certain contact that you might have with Region 4 personnel as the Health Services Administrator at the Dade Correctional Institution might be mechanical or rote in nature. For example, you indicate the Health Services Administrator is responsible for passing along information to facility administration on security issues, such as if an inmate is working in the medical area without being assigned there or if Department personnel are not properly escorting nurses around violent or aggressive inmates. In these situations, it appears the Health Services Administrator merely conveys information about security matters to Region IV personnel. There is no indication that the Health Services Administrator is involved in deciding whether to respond or what actions to take.

Similarly, you relate the Health Services Administrator is responsible for investigating complaints by inmates about the medical care being provided by vendor employees. You indicate the Health Services Administrator investigates each complaint to ensure that the vendor's employees are "conducting their duties and responsibilities as required." Conceivably, such an investigation may involve interviewing or discussing the matter with Region IV personnel, but only to collect information so that the vendor—not the Department—can make an informed decision.

These types of interactions do not appear to involve the Health Services Administrator attempting to influence discretionary decisions of Region IV personnel. In themselves, they do not appear to constitute the type of "representations" that Section 112.313(9)(a)4. prohibits. However, not all interactions between the Health Services Administrator and Region IV personnel may be



categorized as this type of rote, mechanical contact.

One area of concern is the potential interactions that the Health Services Administrator may have if issues arise during medical inspections. You state the medical areas of each correctional institution are inspected "[c]ontinuously by staff and at least weekly by [institution] administration." If issues arise during an inspection, you indicate it is the responsibility of the Health Services Administrator assigned to that facility to coordinate "a plan of action [with institution administration] to resolve those issues." Presumably then, if you are employed as the Health Services Administrator at the Dade Correctional Institution, and if issues arise following an inspection, you will be responsible for working with Institution personnel in deciding what action(s) to take.

In addition, you relate the Health Services Administrator at the Dade Correctional Institution works with facility administration to resolve conflicts between Institution staff and vendor employees, such as when Institution staff is not cooperating, is hindering patient care, or is violating the Health Insurance Portability and Accountability Act (HIPAA). Some of these interactions may simply involve the Health Service Administrator reporting a conflict and leaving the matter with facility administration to address, which would not be a prohibited "representation." However, it is conceivable that more serious conflicts will require increased involvement by the Health Services Administrator, and that involvement, in turn, may influence personnel-related decisions by Region 4 administration.

These examples are not an exhaustive list, but they at least indicate the Health Services Administrator at the Dade Correctional Institution likely will have much more than rote, mechanical contact with Region IV officers and staff. This is of particular concern as you indicate the Health

Services Administrator at the Dade Correctional Institution is required to be physically present and on-site, which increases the risk of you making a prohibited "representation" to a Region IV officer or employee. Any comment to Dade Correctional Institution personnel in your capacity as the Health Services Administrator beyond the mere conveyance of information—even your attendance in that capacity at an Institution meeting or workshop—will violate the statute. Essentially, while the two-year restriction in Section 112.313(9)(a)4. does not preclude you from accepting the employment offer from the vendor, it will limit the amount and type of communication that you may have with Institution personnel on the vendor's behalf.

In summary, the prohibitions in Section 112.3185 will not apply were you to accept the position of Health Services Administrator at the Dade Correctional Institution. However, you will be subject to the restriction in Section 112.313(9)(a)4., which will limit the types of communications that you may have with Region 4 personnel for two years after leaving public employment.

Your question is answered accordingly.

cc: Mr. Peter Heron

LMF/gps/ks

**\* Steverson, Kathryn**

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**From:** Schafer, Grayden  
**Sent:** Friday, April 4, 2025 4:38 PM  
**To:** Steverson, Kathryn  
**Cc:** Schafer, Grayden  
**Subject:** FW: Ethics Review for Health Services Administrator Position with Centurion  
**Attachments:** Letter - April '25.pdf

Kathy:

Copied below is my correspondence with this requestor about his informal. I have attached a copy of the response to this email. Thanks!

Gray

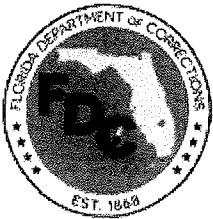
**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Sent:** Thursday, April 3, 2025 11:19 AM  
**To:** Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us>  
**Cc:** Dobson, Janet <jdobson@TeamCenturion.com>; Sweeney, Suzanne <ssweeney@TeamCenturion.com>  
**Subject:** Ethics Review for Health Services Administrator Position with Centurion

Good morning,

My name is Peter Heron and I am currently an Assistant Warden for the Florida Department of Corrections here at Everglades CI. I have accepted a job offer with Centurion to be the new Health Services Administrator at Dade CI which starts April 28, 2025. I wanted to ensure that there is no ethical conflict with accepting this position from my current position. I will be officially retiring from FDC to accept this position. Thank you for your time and guidance.

**Peter Heron**

Assistant Warden  
 Everglades Correctional Institution  
 Florida Department of Corrections  
 1599 SW 187 Ave  
 Miami, Florida 33194  
 Office: (305) 480-4280  
 Cell: (786) 417-8275



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**From:** Schafer, Grayden  
**Sent:** Thursday, April 3, 2025 2:02 PM

**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>

**Subject:** RE: Ethics Review for Health Services Administrator Position with Centurion

Good afternoon, Mr. Heron:

I have received your ethics inquiry from this morning, although I have several questions for you before I begin preparing a response. If you would, please provide a reply to this email containing your answers to the following questions. If you need to have any of these questions clarified, please let me know.

1. Is your position as Assistant Warden considered Career Service, Selected Exempt Service (SES), or Senior Management Service (SMS)?
2. How long have you held your current position?
3. Have you held any other positions with the Department during the past two years? If so, what were the dates that you held those positions? And were they considered Career Service, SES, or SMS?
4. Please describe any contract or interface that Centurion has with the Department? If there is a contract between Centurion and the Department, what types of services is Centurion required to perform under it?
5. If there is a contract or agreement between Centurion and the Department, were you involved in the procurement process or negotiation process? This could include merely reviewing a proposed contract and making recommendations concerning it. If you had such a role, please describe your responsibilities concerning it.
6. Please describe any responsibilities or interface that you have had regarding Centurion in your current capacity as Assistant Warden or in any other position that you have held at the Department within the past 2 years.
7. Please describe any responsibilities or interface between Centurion and employees whom you supervise in your current capacity as Assistant Warden, or employees that you've supervised in any other position that you have held at the Department within the past 2 years.
8. Please describe your potential responsibilities as Centurion's Health Services Administrator at Dade CI. In particular, please describe in detail any interface or responsibilities that you would have with employees of the Department of Corrections.

Thank you,

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

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**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>

**Sent:** Friday, April 4, 2025 10:23 AM

**To:** Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us>

**Subject:** FW: Ethics Review for Health Services Administrator Position with Centurion

Good morning,

Please see the below answers to the questions asked. Thank you for your help.

**Peter Heron**

Assistant Warden  
Everglades Correctional Institution  
Florida Department of Corrections  
1599 SW 187 Ave  
Miami, Florida 33194  
Office: (305) 480-4280  
Cell: (786) 417-8275



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**From:** Schafer, Grayden <[SCHAFFER.GRAYDEN@leg.state.fl.us](mailto:SCHAFFER.GRAYDEN@leg.state.fl.us)>  
**Sent:** Thursday, April 3, 2025 2:02 PM  
**To:** Heron, Peter <[Peter.Heron@fdc.myflorida.com](mailto:Peter.Heron@fdc.myflorida.com)>  
**Subject:** RE: Ethics Review for Health Services Administrator Position with Centurion

Good afternoon, Mr. Heron:

I have received your ethics inquiry from this morning, although I have several questions for you before I begin preparing a response. If you would, please provide a reply to this email containing your answers to the following questions. If you need to have any of these questions clarified, please let me know.

1. Is your position as Assistant Warden considered Career Service, Selected Exempt Service (SES), or Senior Management Service (SMS)?
  - Yes, SES.
2. How long have you held your current position?
  - -8 years, since March 2017.
3. Have you held any other positions with the Department during the past two years? If so, what were the dates that you held those positions? And were they considered Career Service, SES, or SMS?
  - No other positions other than Assistant Warden which is SES.
4. Please describe any contract or interface that Centurion has with the Department? If there is a contract between Centurion and the Department, what types of services is Centurion required to perform under it?
  - Centurion provides total health care for the inmate population under the Department of Corrections. Yes, there is a contract.
5. If there is a contract or agreement between Centurion and the Department, were you involved in the procurement process or negotiation process? This could include merely reviewing a proposed contract and

making recommendations concerning it. If you had such a role, please describe your responsibilities concerning it.

- I was not apart of the contract or agreement between Centurion and the department.
- 6. Please describe any responsibilities or interface that you have had regarding Centurion in your current capacity as Assistant Warden or in any other position that you have held at the Department within the past 2 years.
  - I worked with the Health Services Administrator at Dade CI and Everglades CI as an Assistant Warden. I reviewed trip tickets for inmate transports, toured the medical area for inspections, addressed any issues regarding inmate care to the Health Services Administrator while in my capacity as Assistant Warden.
- 7. Please describe any responsibilities or interface between Centurion and employees whom you supervise in your current capacity as Assistant Warden, or employees that you've supervised in any other position that you have held at the Department within the past 2 years.
  - Security Staff provides Security in the medical area and on medical transports. I supervised the Security staff who had these assignments.
- 8. Please describe your potential responsibilities as Centurion's Health Services Administrator at Dade CI. In particular, please describe in detail any interface or responsibilities that you would have with employees of the Department of Corrections.
  - 
  - As the Health Services Administrator, it will be my responsibility to ensure that all patients are receiving adequate care and that all medical services are working in alignment with the mission of Centurion as well as the department.

Thank you,

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

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**From:** Schafer, Grayden  
**Sent:** Friday, April 4, 2025 4:34 PM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Subject:** Response to Ethics Inquiry

Mr. Heron:

Attached please find the written response to your ethics inquiry. If you would, please confirm that you have received the response by replying to this email, and let me know if you have any questions.

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

<sup>8</sup>Luis M. Fusté  
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Tina Descovich  
*Vice Chair*  
Paul D. Bain  
Dr. James Bush, III  
Freddie Figgers  
Laird A. Lile  
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April 4, 2025

Mr. Peter Heron

Transmitted via e-mail to: [Peter.Heron@fdc.myflorida.com](mailto:Peter.Heron@fdc.myflorida.com)

Re: Your Ethics inquiry

Dear Mr. Heron:

This is in response to your above-referenced inquiry concerning whether you—the Assistant Warden for the Everglades Correctional Institution with the Florida Department of Corrections<sup>1</sup>—will have a prohibited conflict of interest if you accept an offer of post-public employment with Centurion of Florida (Centurion). You indicate Centurion has a contract with the Department to provide comprehensive healthcare for the inmate population at the Department's correctional institutions.

You indicate you had no role or responsibilities in negotiating or procuring the Department's contract with Centurion. However, you have also provided information indicating that, in your position as an Assistant Warden, you have responsibilities concerning the contract inasmuch as you work with Centurion's Health Services Administrators at various facilities, including the Everglades Correctional Institution (where you currently are assigned) as well as the Dade Correctional Institution (where you indicate Centurion would like to place you). In addition, you relate you review trip tickets for inmate medical transports, assist in inspecting the medical areas of your correctional institution, and address issues regarding inmate medical care with the Health Services Administrator at your facility. You also supervise the security staff assigned to both medical transports and the medical areas of your correctional institution.

<sup>1</sup> You state your position is classified as Selected Exempt Service (SES) and that you have held it since March 2017.

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Mr. Peter Heron  
April 4, 2025  
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You state Centurion would like to hire you to be its Health Services Administrator at the Dade Correctional Institution. From what you indicate, this would involve regular interface with Department staff, especially considering that even in your current position—as the Assistant Warden for the Everglades Correctional Institution—you work with the Health Services Administrator for the Dade facility.

Given this context, you inquire whether any provision in the Code of Ethics will prohibit you from accepting the job offer from Centurion. As discussed below, it appears you would be prohibited from accepting the offer for two years after leaving the Department as the proposed employment concerns a contract within your public responsibilities.

The Code of Ethics' provisions most relevant to your situation are found in Section 112.3185, Florida Statutes. Section 112.3185(3), Florida Statutes, prohibits you from accepting any employment or contractual relationship with a business entity that is "in connection with any contract in which [you] participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, or investigation while an officer or employee." The Commission on Ethics has limited its interpretation of this list of activities to the procurement process. See CEO 00-6 and CEO 83-8. Here, from what you indicate, you were not involved in procuring the Department's contract with Centurion. Accordingly, it does not appear Section 112.3185(3) will apply.

However, it appears the employment offer will fall within the two-year prohibition period found in Section 112.3185(4), Florida Statutes, which 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. If the agency employee's position is eliminated and his or her duties are performed by the business entity, this subsection may be waived by the agency head through prior written approval for a particular employee if the agency head determines that the best interests of the state will be served thereby.

Section 112.3185(4) prohibits you from accepting employment with any business entity within two years of your departure from the Department if that employment is in connection with any contract for contractual services that fell within your responsibility while employed at the Department. From what you indicate, the contract between the Department and Centurion is for "contractual services"—as you relate it requires Centurion to provide healthcare to incarcerated patients at the Department's correctional institutions—and it appears your potential position with Centurion will be "in connection" with the contract, as it will require you to work with Department personnel to ensure that all patients are receiving adequate care. The question



Mr. Peter Heron  
April 4, 2025  
Page 3

remains, however, whether the contract with Centurion falls "within your responsibility" as a Department employee.

In the past, the Commission has found that a contract is within an employee's responsibilities for the purpose of Section 112.3185(4) when he or she is involved in monitoring the services provided under it. See CEO 03-8 and CEO 93-2. However, it is not sufficient if the employee has mere incidental contact with the contract; he or she must have a more active role. See CEO 93-2.

Here, from what you indicate, it does not appear that your responsibilities regarding the contract with Centurion are incidental. As an Assistant Warden, you inspect medical areas presumably maintained by Centurion, communicate and address issues with the Health Service Administrators at various correctional institutions, review medical transport matters related to Centurion, and oversee the security staff assigned to medical areas. Considering this, it appears you have duties in your current public position concerning the contract, which indicates the two-year prohibition in Section 112.3185(4) will apply.

In short, it appears the two-year prohibition in Section 112.3185(4) prohibits you from accepting the employment offer from Centurion as the offer concerns a contract for which you currently have responsibilities as a Department employee. That being said, if your work for Centurion were to concern an entirely new contract with the Department (not a mere renewal or adjustment of the current contract), or were your work for Centurion to concern clients other than the Department, please contact me for further guidance as the prohibitions in Section 112.3185 may not apply in such an instance.<sup>2</sup> And please do not hesitate to contact me if you have further questions concerning the analysis contained in this letter.

Sincerely,

*Gray Schafer*

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)-488-7864

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<sup>2</sup> If that situation occurs, an analysis will also need to be conducted concerning the applicability of Section 112.313(9)(a)4., Florida Statutes, which places a two-year post-employment restriction on you, as an SES employee, from lobbying or making other representations for compensation before certain Department officers and employees.

**Steverson, Kathryn**

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**From:** Schafer, Grayden  
**Sent:** Tuesday, April 15, 2025 4:39 PM  
**To:** Steverson, Kathryn  
**Subject:** Response to Ethics Inquiry  
**Attachments:** Letter - April 15, 2025.pdf

Kathy:

Here is my correspondence with Mr. Heron regarding his follow-up request. I have attached the response letter to this email. Thanks!

Gray

**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Sent:** Tuesday, April 8, 2025 2:48 PM  
**To:** Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>  
**Subject:** RE: Response to Ethics Inquiry

Good afternoon Mr. Schafer,  
Thank you for your assessment. I would like to clarify that while I interact with Centurion personnel at the institutional level, my role does not involve any contractual oversight or decision-making authority regarding the Centurion contract. My involvement is strictly operational and site based. As an Assistant Warden, I am responsible for the overall functioning and security of the institution, which includes ensuring that all areas — including medical units — operate smoothly and securely. Any interaction I have with Centurion staff is in the context of day-to-day institutional management and coordination, not in administering or influencing the contract under which they operate. I do not participate in the negotiation, award, or substantive management of the Centurion contract. My communication with Health Service Administrators and oversight of security staff in medical areas is part of general facility leadership and would occur regardless of which vendor holds the contract. "My role does not grant me any authority over the agreement, and my duties are unrelated to its management."

Therefore, I respectfully submit that my responsibilities do not meet the threshold described in Section 112.3185(4), Florida Statutes, for the two-year employment restriction to apply. I appreciate the opportunity to have my request revisited for approval. Thank you.

**Peter Heron**

Assistant Warden  
Everglades Correctional Institution  
Florida Department of Corrections  
1599 SW 187 Ave  
Miami, Florida 33194  
Office: (305) 480-4280  
Cell: (786) 417-8275



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---

**From:** Schafer, Grayden  
**Sent:** Tuesday, April 8, 2025 4:31 PM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Cc:** Novenario, Stephanie <NOVENARIO.STEPHANIE@leg.state.fl.us>  
**Subject:** RE: Response to Ethics Inquiry

Mr. Heron:

Thank you for getting back in touch. I understand that you may not have been involved in negotiating the Department's contract with Centurion, and that you do not have the ability to influence the contract's terms. However, Section 112.3185(4) concerns whether you have a role and/or responsibilities concerning how the contract is being performed. I am happy to revisit your request and to clarify whether the statute applies. Included below are a series of questions concerning your interface with Centurion in your current capacity. Please provide your answers in a response to this email. **Also, please provide the Department's job description for your current position as Assistant Warden at the Everglades Correctional Institution, and Centurion's job description for the Health Service Administrator position at the Dade Correctional Institution.**

Also, as mentioned in footnote 2 in the letter, there is a separate post-employment statute (Section 112.313(9)(a)4., Florida Statutes) restricting you from making representations to the Department on Centurion's behalf for a certain period of time. This separate statute applies to Executive Branch SES employees, such as yourself. Since we already are revisiting the Section 112.3185(4) issue, I would like to also explore this additional post-employment restriction, and have included questions regarding it as well.

1. Am I correct in understanding that Centurion's contract is with the Department (i.e., agency-wide) and not just with a particular correctional facility?
2. Who at the Department functions as the Contract Manager and/or Contract Monitor regarding the contract with Centurion. Do you have any supervisory authority over this individual?
3. Is there anyone at the Everglades Correctional Institution who functions as a Contract Manager and/or Contract Monitor concerning Centurion's performance at that facility. If so, do you have supervisory authority over this individual?
4. Do you as an Assistant Warden report any information concerning Centurion's performance of its contract to the individuals(s) designated in Questions #3 and #4?
5. How many Assistant Wardens are there at the Everglades Correctional Institution? If there are more than one, do you have particular areas or subject matters which are specifically assigned to you? What are they?

6. You indicated in your responses to my initial questions that you address "issues regarding inmate care" with Centurion's Health Services Administrators at the Everglade and Dade Correctional facilities. Please describe in detail what these "issues" may entail. In particular, do these concern whether Centurion is adequately providing inmate care under its contract? And if you do not feel Centurion is adequately responding or addressing these "issues," what steps do you take?

7. You indicated in your responses to my initial questions that you assist in inspecting the medical areas of the Everglades Correctional Institution. Is it Centurion's responsibility to maintain this area of your facility? What criteria do you use in your inspections? If you feel the area will not pass inspection, what action is taken?

8. You indicated in your responses to my initial questions that you review trip tickets for inmate medical transports? Are these tickets prepared by Centurion personnel?

9. You indicated in your responses to my initial questions that you supervise security staff in the medical areas of your facility as well as on prison transports. Are these Centurion staff or Department of Corrections employees?

10. Please provide in detail the examples of communications that you would have with Department staff and personnel were you to accept the position of Health Services Administrator at the Dade facility.

11. Who at the Department of Corrections evaluates Centurion's performance of the contract? Are you as an Assistant Warden responsible for providing feedback in such an evaluation? Do you supervise anyone who would be involved in providing such feedback? And would you involved in such an evaluation as a Health Services Administrator?

Thank you,

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

---

**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Sent:** Friday, April 11, 2025 9:44 AM  
**To:** Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us>  
**Cc:** Dobson, Janet <jdobson@TeamCenturion.com>; mrpeterheron@yahoo.com  
**Subject:** RE: Response to Ethics Inquiry

Good morning Mr. Schafer,  
Please see the highlighted responses below to the questions asked. Thank you.

**Peter Heron**

Assistant Warden  
Everglades Correctional Institution  
Florida Department of Corrections  
1599 SW 187 Ave  
Miami, Florida 33194  
Office: (305) 480-4280  
Cell: (786) 417-8275



## We Never Walk Alone

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**From:** Schafer, Grayden <[SCHAFER.GRAYDEN@leg.state.fl.us](mailto:SCHAFER.GRAYDEN@leg.state.fl.us)>  
**Sent:** Tuesday, April 8, 2025 4:31 PM  
**To:** Heron, Peter <[Peter.Heron@fdc.myflorida.com](mailto:Peter.Heron@fdc.myflorida.com)>  
**Cc:** Novenario, Stephanie <[NOVENARIO.STEPHANIE@leg.state.fl.us](mailto:NOVENARIO.STEPHANIE@leg.state.fl.us)>  
**Subject:** RE: Response to Ethics Inquiry

Mr. Heron:

Thank you for getting back in touch. I understand that you may not have been involved in negotiating the Department's contract with Centurion, and that you do not have the ability to influence the contract's terms. However, Section 112.3185(4) concerns whether you have a role and/or responsibilities concerning how the contract is being performed. I am happy to revisit your request and to clarify whether the statute applies. Included below are a series of questions concerning your interface with Centurion in your current capacity. Please provide your answers in a response to this email. **Also, please provide the Department's job description for your current position as Assistant Warden at the Everglades Correctional Institution, and Centurion's job description for the Health Service Administrator position at the Dade Correctional Institution.**

### **Assistant Warden job description**

**Specific Duties** This is a highly responsible administrative position in a correctional institution. This position is directly responsible for assisting the Warden in administering and directing the institution's programs as well as the day-to-day operations of the institution. It provides direction and supervision of institutional operations and facilities in the absence of the Warden. The Assistant Warden is responsible for administering, supervising, and developing programs, policies and procedures in the areas of the correctional programs at the institution. This includes programs such as security, classification and records, maintenance and construction, and other inmate activities. The Assistant Warden is involved in the day-to-day functions of the institution and monitors daily operations. • Supervises the department heads, maintains close daily contact, visits work areas, attends department meetings and holds program staff meetings. • Assists the Warden in supervising and managing the operation of the institution and enforcement of institutional operating procedures. • Assists in formulating new policies and procedures in the above listed areas of responsibility and improve existing practices, policies and procedures. Maintain open lines of communication with staff by conducting meetings to plan and disseminate information. • Assists the Warden in completion of special projects assigned to the institution. Serves as a member, chairman, or co[1]chairman of several institutional committees and teams. • Assists in resolving institutional emergencies and provides assistance to outside law enforcement agencies as needed. Monitors/assists in investigations of accidents, deaths, and contraband situations. • Maintains contact with inmates, verbally and in writing, in order to assist with various concerns that arise. Implements and follows up with this process by personal intervention or referral to the proper party. • Answers correspondence and/or telephone calls from court officials, law enforcement agencies, institutional employees, inmates, members of inmate families, and the general public. • Reviews incident reports, reports of investigation, etc. involving potential staff discipline problems. Makes

recommendation for disposition to the Warden. • Investigates and evaluates inmate grievances filed by inmates at the institution. Takes necessary action *resulting from findings*, as necessary. • Monitors standards of the Commission on Accreditation for Corrections to ensure continuing compliance which involves reporting and/or reviewing requirements and pursuing of plans of action.

#### **Health Services Administrator job description**

Directs, supervises, and evaluates work activities of multidisciplinary team including medical, dental, mental health, nursing, technical, clerical, and support services as relevant; promotes and maintains a collaborative working environment between the multidisciplinary teams. • Serves as liaison to facility security administration in collaboration with the Regional Administrator, Director of Operations, Vice President of Operations and/or Program Manager. • Ensures that clinical practices are consistent with NCCHC/ACA medical, mental health and Opioid Treatment Program (OTP) standards. • Maintains communication and responds to inquiries and concerns between on-site staff and regional/statewide staff. • Provides written and verbal communication to staff regarding facility clinical operations through regular staff meetings. Coordinates completion of meeting minutes, review and *distribution to clinical staff*. • Provides technical and administrative oversight to on-site staff, addressing and resolving problems or conflicts. • Participates in recruitment and retention of staff by conducting interviews, recommending hires and ensuring training of staff. • Ensures completion of staff performance reviews based on defined responsibilities and staff roles. • Conducts and administers *fiscal operations, including managing within defined budget, authorizing expenditures, and analyzing projected to actual financial performance of designated program*. • Assists with and ensures facility reporting required by Centurion and/or the Client are completed and submitted timely and accurately. • Assists in formulation and/or communication and implementation of contract and site-specific policies and procedures, healthcare program within the *requirements of the Contract*. • Updates *regional management on designated program's progress and issues related to contract performance, compliance and fiscal management*. • Manages changes in healthcare delivery systems or changes in contractual requirements impacting clinical program to include work restructuring, technological advancements and/or innovations and shifts in the focus of care. • Coordinates and delegates responsibility for patient clinical program based on contractual requirements and patient movement throughout and outside of designated facility or Department of Corrections. • Serves as member of site Continuous Quality Improvement (CQI) Committee. Ensures that recommendations from CQI and performance audits are implemented and the results of the corrective actions are monitored. • Coordinates and participates in the grievance and informal complaint process ensuring complaints received through the process are reviewed and responded to in compliance with policy. • Ensures compliance with all facility and Company policies, Federal and State laws, regulations, and guidelines including HIPAA. • Ensures that on-site staff coordinate care closely with security staff while maintaining a positive, collaborative relationship. • Maintains an ethical commitment to ensure confidentiality within the limits of a correctional environment • Ensures that care is delivered in a nonjudgmental/nondiscriminatory manner to protect the autonomy, dignity and rights of the patient. • Understands and complies with safety and security rules and regulations of the institution • Other duties as assigned.

Also, as mentioned in footnote 2 in the letter, there is a separate post-employment statute (Section 112.313(9)(a)4., Florida Statutes) restricting you from making representations to the Department on Centurion's behalf for a certain period of time. This separate statute applies to Executive Branch SES employees, such as yourself. Since we already are revisiting the Section 112.3185(4) issue, I would like to also explore this additional post-employment restriction, and have included questions regarding it as well.

1. Am I correct in understanding that Centurion's contract is with the Department (i.e., agency-wide) and not just with a particular correctional facility? **Yes.**

2. Who at the Department functions as the Contract Manager and/or Contract Monitor regarding the contract with Centurion. Do you have any supervisory authority over this individual? **Mrs. Taylor Rucks is the contract monitor for Region 4 and I do not have supervisory authority over this individual.**

3. Is there anyone at the Everglades Correctional Institution who functions as a Contract Manager and/or Contract Monitor concerning Centurion's performance at that facility. If so, do you have supervisory authority over this individual? **No, there is not. N/A.**

4. Do you as an Assistant Warden report any information concerning Centurion's performance of its contract to the individuals(s) designated in Questions #3 and #4? **No, I do not.**

5. How many Assistant Wardens are there at the Everglades Correctional Institution? If there are more than one, do you have particular areas or subject matters which are specifically assigned to you? What are they? **There are 3 Assistant Wardens at Everglades CI (Assistant Warden of Programs, Assistant Warden for Re-Entry and Assistant Warden of Operations). I am the Assistant Warden of Operations with oversight of the entire security operation of the institution (please refer to job description).**

6. You indicated in your responses to my initial questions that you address "issues regarding inmate care" with Centurion's Health Services Administrators at the Everglades and Dade Correctional facilities. Please describe in detail what these "issues" may entail. In particular, do these concern whether Centurion is adequately providing inmate care under its contract? And if you do not feel Centurion is adequately responding or addressing these "issues," what steps do you take? **Yes, when I was at Dade CI I reported any issues of concern to the Health Services Administrator that was assigned there. I was transferred to Everglades CI and now I would report any concerns to the Health Services Administrator assigned here. A couple examples of issues could be when an inmate on the appears to have medical concerns that it not assigned to the infirmary or when there are scheduling conflicts with appointments for inmates.**

7. You indicated in your responses to my initial questions that you assist in inspecting the medical areas of the Everglades Correctional Institution. Is it Centurion's responsibility to maintain this area of your facility? What criteria do you use in your inspections? If you feel the area will not pass inspection, what action is taken? **Inspection of the medical area is a collective responsibility between the department and centurion along with patient care. It is the departments responsibility to ensure the safety, security and sanitation in the medical department. It is the responsibility of Centurion to also ensure safety and sanitation in alignment with the department. If there are concerns in the medical area, the administration along with the Health Services Administrator will discuss a plan of action to resolve those issues.**

8. You indicated in your responses to my initial questions that you review trip tickets for inmate medical transports? Are these tickets prepared by Centurion personnel? **Yes, as an Assistant Warden I would review trip tickets to ensure there is proper and adequate security staff to escort the inmates. These trip tickets are prepared by Security, however at times they are requested by the Centurion provider.**

9. You indicated in your responses to my initial questions that you supervise security staff in the medical areas of your facility as well as on prison transports. Are these Centurion staff or Department of Corrections employees? **Department of Corrections employees. Only Security staff take inmates on medical transports.**

10. Please provide in detail the examples of communications that you would have with Department staff and personnel were you to accept the position of Health Services Administrator at the Dade facility. **Some examples of the communications I would have with Department Staff and personnel could be if there are issues with Centurion Staff conducting their duties due to department staff not cooperating or hindering patient care. If that were the case, there would be communication as per the escalation policy set by the department. Another possible communication I could have with department staff could be if the Health Insurance**

**Portability and Accountability Act (HIPAA) is not being observed by staff. In this case it would again be communicated with the administration of the department.**

11. Who at the Department of Corrections evaluates Centurion's performance of the contract? Are you as an Assistant Warden responsible for providing feedback in such an evaluation? Do you supervise anyone who would be involved in providing such feedback? And would you involved in such an evaluation as a Health Services Administrator? **I am unsure who monitors the Centurion contract from the Department of Corrections. I am not responsible in anyway for providing feedback on Health Services Administrators.**

Thank you,

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

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**From:** Schafer, Grayden  
**Sent:** Friday, April 11, 2025 11:37 AM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Subject:** RE: Response to Ethics Inquiry

Thank you for these responses! I will review the information and let you know if I need anything else.

---

**From:** Schafer, Grayden  
**Sent:** Tuesday, April 15, 2025 4:35 PM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Subject:** Ethics Inquiry

Mr. Heron:

Attached is a letter responding to your request to revisit your ethics inquiry. Please confirm that you have received the letter by replying to this email, and let me know if you have any questions.

Thank you,

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864



<sup>§</sup> Luis M. Fusté  
*Chair*  
Tina Descovich  
*Vice Chair*  
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Freddie Figgers  
Laird A. Lile  
Ashley Lukis  
Linda Stewart



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*Executive Director*

Steven J. Zuilkowski  
*Deputy Executive Director/  
General Counsel*

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April 15, 2025

Mr. Peter Heron

Transmitted via email to: [Peter.Heron@fdc.myflorida.com](mailto:Peter.Heron@fdc.myflorida.com)

Re: Follow-up on Ethics Inquiry

Dear Mr. Heron:

The initial response to your ethics inquiry—which was sent to you on April 4, 2025—analyzed, among other postemployment provisions, whether Section 112.3185(4), Florida Statutes,<sup>1</sup> would be applicable were you to leave your position with the Florida Department of Corrections and accept employment with Centurion as the Health Services Administrator at Dade Correctional Institution. Given your position and responsibilities as the Assistant Warden at Everglades

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<sup>1</sup> Section 112.3185(4), Florida Statutes, 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. If the agency employee's position is eliminated and his or her duties are performed by the business entity, this subsection may be waived by the agency head through prior written approval for a particular employee if the agency head determines that the best interests of the state will be served thereby.

Mr. Peter Heron  
April 15, 2025  
Page 2

Correctional Institution, the response indicated the two-year prohibition in Section 112.3185(4) would appear to prohibit you from accepting the employment offer, as it would require you to work on a contract for which you currently have responsibilities as a Department employee.

You have asked that this initial response be revisited, emphasizing you have no "contractual oversight" or "decision-making authority" regarding the Department's contract with Centurion, and that your interaction with Centurion "is strictly operational and site based." By this you mean you interact with Centurion staff only "in the context of [the] day-to-day institutional management and coordination" of your correctional facility, and that you have no "authority over the [actual] agreement" between the Department and Centurion.

As explained in the initial response to your inquiry, Section 112.3185(4) is only applicable if a former public employee, within two years of leaving his or her public agency, accepts employment or enters a contractual relationship with a business entity related to a contract for contractual services that fell within his or her public duties. The phrase "within responsibility" requires more than mere incidental contact with the contract. See CEO 06-3 and CEO 93-2. It is typically found when a former employee has a monitoring or managerial role regarding the contract, or when he or she supervises someone who does. See CEO 03-8 and CEO 93-2.

Here, in response to further questions, you state you are not a contract monitor or manager on the Department's contract with Centurion, and that a separate Department employee—over whom you have no supervisory authority—monitors Centurion's performance of the contract in Region 4 of the Department, where Everglades Correctional Institution and Dade Correctional Institution are located. You clarify as well that your involvement with Centurion is not because you have been assigned to assist in managing the contract, but because, as Assistant Warden, you oversee the general operation of your institution.

However, even considering this, it cannot be said that your contact with Centurion is incidental. You indicate part of Centurion's responsibilities are to ensure that the medical areas of the Everglades institution are safe, secure, and sanitary, and that you are involved in the Department's inspection of those areas. You relate that if there are concerns during the inspection, administration at the institution works with the Health Services Administrator assigned to the facility to resolve any issues. This indicates you are involved in monitoring at least a portion of the Centurion's contract, namely its requirement to maintain the medical area within your facility. While you may not be the designated contract manager for your Region, it appears you, as Assistant Warden, do assist in the monitoring and managing of at least this portion of the contract, which is all that is needed for Section 112.3185(4) to apply.

And regardless of Section 112.3185(4), it appears another statute will be applicable were you to accept Centurion's offer of employment. As mentioned in Footnote 2 of the response dated April 4, 2025, you are subject to the two-year prohibition in Section 112.313(9)(a)4., Florida Statutes. The Footnote did not expound upon that prohibition, as the response already had indicated that the two-year prohibition in Section 112.3185(4) would apply. However, the following discussion is now offered to expound upon the Footnote.

Section 112.313(9)(a)4., Florida Statutes,<sup>2</sup> 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.

Essentially, Section 112.313(9)(a)4. places a two-year prohibition on certain former agency employees representing persons or entities for compensation before their former agencies. For purposes of this prohibition, Section 112.313(9)(a)2.a.(I), Florida Statutes, defines an "employee" as "[a]ny person employed in the executive or legislative branch of government holding a position in the ... Selected Exempt Service ... ." Because your position as Assistant Warden is classified as Selected Exempt Service (SES), you will be subject to the two-year prohibition in Section 112.313(9)(a)4. if you leave that position and enter the private sector.

An initial matter to consider is what your "agency" will be for purposes of the statutory prohibition. Past Commission opinions have clarified that your "agency" will be Region 4 of the Department, as that is the Region where you are employed. See CEO 90-27, CEO 89-20, and CEO 77-79 (finding for purposes of Section 112.313 that the "agency" of a former Department employee will be the region in which his or her correctional institution is located). And the Department's website clarifies that both Everglades Correctional Institution and Dade Correctional Institution are in Region IV.<sup>3</sup> Considering this, the question becomes whether—if you accept Centurion's offer to serve as its Health Services Administrator at Dade Correctional Institution—you will be required to make any "representations" before Region IV within two years of leaving your public position.

The term "representation" is defined in Section 112.312(22), Florida Statutes, as

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.

This definition is very broad, precluding almost all contact between you and Region IV during the two-year period. See CEO 07-16, n.5 and CEO 05-4 (both opinions emphasizing the breadth of the definition). Examples of prohibited representations include attending agency meetings on

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<sup>2</sup> The Commission statutes and opinions cited herein are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

<sup>3</sup> <https://www.fdc.myflorida.com/institutions/institutions-list/region-4-office>

behalf of an employer, even without speaking (See CEO 07-6, Question 1), as well as communicating with agency personnel orally or in writing. In the past, the Commission has recognized that actions needed to carry out the terms of a contract may not always constitute "representation" within the meaning of the prohibition. See, for example, CEO 09-6 and CEO 05-16. However, those opinions are confined to rote, mechanical contact where there is no discretion on the part of the agency (e.g., the mere conveyance of information to agency personnel). See CEO 11-24 (note 10), CEO 09-05, and CEO 00-6. If the contact is intended to have the agency or its personnel take or not take some particular action, the prohibition will apply. See CEO 12-04 (note 6).

Turning to your responses here, it appears that, if you accept employment with Centurion as the Health Services Administrator at Dade Correctional Institution, you will be called upon to make "representations" with Region IV officers and personnel that are prohibited under the statute. One example is the inspections of the medical areas of the institution, as previously discussed. You state that if there are "concerns" in the medical area, the Health Services Administrator discusses "a plan of action [with institution administration] to resolve those issues." A second example is your statement that the Health Services Administrator personally works with Department staff and personnel to resolve conflicts between institution staff and Centurion employees, such as when institution staff is not cooperating, is hindering patient care, or is violating the Health Insurance Portability and Accountability Act (HIPAA). A third example is in the job description that you provided for the Health Services Administrator, which indicates *this position is responsible for coordinating and participating "in the grievance and informal complaint process" in accordance with Department policy.* And a fourth example, also taken from the job description, is that the Health Services Administrator will "serve[] as liaison" in security matters between institution staff and Centurion administrators.

The examples cited above are not an exhaustive list of possible "representations" between a Health Services Administrator and a Departmental Region. However, they at least indicate that the Health Services Administrator at Dade Correctional Institution has much more than rote, mechanical contact with Region IV officers and staff, and has duties concerning Region IV officers and staff extending beyond the mere conveyance of information. They indicate the Health Service Administrator may communicate on Centurion's behalf in discretionary matters where the Department must make decisions, and, therefore, they constitute "representations" under the statutory definition.

In closing, even after revisiting the issue, it appears you will be in violation of the two-year prohibition in Section 112.3185(4) were you to accept the employment offer from Centurion, as it concerns a contract for which you currently have responsibilities as Assistant Warden. And even if Section 112.3185(4) did not apply, it appears Section 112.313(9)(a)4. likely will, as the responsibilities of the Health Services Administrator at Dade Correctional Institution will require you to make prohibited "representations" with your former agency over the next two years.

Please do not hesitate to contact me if you have further questions concerning the analysis in this letter. And should you wish the Commission on Ethics to consider your inquiry in the context of

Mr. Peter Heron  
April 15, 2025  
Page 5

a formal opinion presented during a public meeting, please let me know in writing as soon as possible. The earliest possible consideration for such a formal opinion would be during the Commission's public meeting on June 6, 2025.

Sincerely,

*Gray Schafer*

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)-488-7864

## **Schafer, Grayden**

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**From:** Schafer, Grayden  
**Sent:** Thursday, May 15, 2025 11:08 AM  
**To:** Schafer, Grayden  
**Subject:** Ethics Commission Hearing

**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Sent:** Monday, May 5, 2025 1:26 PM  
**To:** Schafer, Grayden <SCHAFER.GRAYDEN@leg.state.fl.us>  
**Subject:** Ethics Commission Hearing

Good afternoon Mr. Schafer,  
In previous communication you advised that I may request the full Ethics Commission to consider me to accept and work as the HSA at Dade CI coming from my Assistant Warden position. I would like to do that, but I will need to know the proper steps to schedule my presence for this public meeting on June 6, 2025. Also, would I need to bring anything with me for this meeting? Thank you for your continued assistance. Have a great day!

### **Peter Heron**

Assistant Warden  
Everglades Correctional Institution  
Florida Department of Corrections  
1599 SW 187 Ave  
Miami, Florida 33194  
Office: (305) 480-4280  
Cell: (786) 417-8275

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**From:** Schafer, Grayden  
**Sent:** Monday, May 5, 2025 1:46 PM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Subject:** RE: Ethics Commission Hearing

Mr. Heron:

Given your email, my understanding then is that you would like the Commission on Ethics to consider your request in the context of a formal opinion presented during a public hearing. Is this correct?

If so, I will be sending you questions to further clarify your role and will need to receive your responses as soon as possible. Formal advisory opinions often contain more detail than recommendations provided through email or letter, and I will need to collect more information from you. It is important that I receive your responses as soon as

possible. The previous letters that I wrote you were prepared on April 4, 2025, and April 15, 2025, well prior to the deadline for the June meeting materials. That deadline is now fast approaching, and I will need to time to study your responses and prepare a draft opinion. I will certainly work to meet the deadline for the materials for the meeting on June 6, 2025, although at this point I cannot make that guarantee. The next meeting of the Commission after that will be on July 25, 2025.

In terms of the opinion itself, a draft will be made publicly available on the Commission's website prior to the meeting in which it is presented. You will also be sent a copy of the draft in advance of the meeting. Your presence is not required, but you are free to attend the meeting, and you will be given an opportunity to address the Commission if you attend. Whether you wish to bring anything with you is your decision. The draft will be prepared based on the information and responses that you have provided to the Commission.

Please confirm that you want to proceed with your request in the context of a formal opinion. If so, I will send a list of further questions.

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

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**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Sent:** Monday, May 5, 2025 1:53 PM  
**To:** Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us>  
**Subject:** Re: Ethics Commission Hearing

Yes Sir, this is correct. I will attempt to provide all information that is requested of me promptly so my chances are greater for my request to be presented to the commission in June. Thank you.

**Peter Heron**  
Assistant Warden  
Everglades Correctional Institution  
Florida Department of Corrections  
1599 SW 187 Ave  
Miami, Florida 33194  
Office: (305) 480-4280  
Cell: (786) 417-8275

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**From:** Schafer, Grayden  
**Sent:** Monday, May 5, 2025 1:58 PM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Subject:** RE: Ethics Commission Hearing

That sounds good. I will send you questions tomorrow.

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**From:** Schafer, Grayden  
**Sent:** Tuesday, May 6, 2025 10:52 AM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Subject:** Further Questions

Peter:

Thank you for your patience in this process. Here are further questions concerning your role at the Everglades Correctional Institution. Once you provide your answers in a reply to this email, I can begin working on a draft of a formal opinion. If you need to have any of the following questions clarified, please let me know.

1. Is Centurion required under its contract with the Department to maintain the medical areas of the correctional institutions?
2. In a previous response, you wrote that, as Assistant Warden at your Institution, you “tour[] the medical area for inspections.” Please describe in detail what actions you take when conducting these medical inspections. If a subordinate of yours conducts the medical inspections, please indicate this as well.
3. Are there certain criteria or standards that you must ensure Centurion is maintaining during these inspections? If so, what are these criteria or standards?
4. Assuming you are involved in these inspection tours, to whom do you report the results?
5. In a previous response, you wrote that if “there are concerns in the medical area, the administration along with the Health Service Administrator will discuss a plan of action to resolve the issues.” Please describe in detail the process for resolving issues that arise during the medical inspections, as well as your participation in that process.
6. How often are the medical areas of the Everglades Correctional Institution inspected?
7. In the job description for the Health Services Administrator position, it indicates that position serves as a “liaison to the facility security administration[.]” Separately, you indicate that, in your current role as Assistant Warden, you are responsible for the security operation of your institution. Please describe in particular the interface that you have with the Health Services Administrator at your institution. Does the Administrator bring security issues to you as the Assistant Warden? If so, what are examples of these issues, and how have you worked to resolve them?
8. In the job description for the Health Services Administrator position, it indicates the position is responsible for coordinating and participating “in the grievance and informal complaint process[.]” Please describe in detail what this means. Does this concern complaints against Centurion employees working in Department institutions? If so, what role does the Health Services Administrator play in the complaint process? Do they advocate for—or assist—Centurion employees who are the subjects of complaints?
9. If you accept employment as the Health Services Administrator at the Dade Correctional Institution, will you physically be placed at the Institution itself? Or will your role be remote and not require you to be physically present?

Thank you,

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

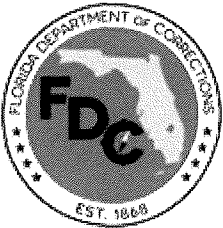


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**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Sent:** Wednesday, May 7, 2025 1:02 PM  
**To:** Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us>  
**Subject:** Re: Further Questions

Good afternoon Mr. Schafer,  
Please see the highlighted answers to the questions below. If there is any further information needed from me, please advise.  
Thanks.

**Peter Heron**  
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**From:** Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us>  
**Sent:** Tuesday, May 6, 2025 10:52 AM  
**To:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Subject:** Further Questions

Peter:

Thank you for your patience in this process. Here are further questions concerning your role at the Everglades Correctional Institution. Once you provide your answers in a reply to this email, I can begin working on a draft of a formal opinion. If you need to have any of the following questions clarified, please let me know.

1. Is Centurion required under its contract with the Department to maintain the medical areas of the correctional institutions? No, The department is responsible for the maintenance of the medical area.
2. In a previous response, you wrote that, as Assistant Warden at your Institution, you “tour[] the medical area for inspections.” Please describe in detail what actions you take when conducting these medical inspections. If a subordinate of yours conducts the medical inspections, please indicate this as well. As an Assistant Warden, when touring the medical area, any safety, security or sanitation issues are addressed accordingly with the Security Staff and brought to the Institutional Leadership for informational purposes.
3. Are there certain criteria or standards that you must ensure Centurion is maintaining during these inspections? If so, what are these criteria or standards? During an inspection, any Safety, Security or Sanitation issues will also be addressed with Centurion Staff for their common knowledge.

4. Assuming you are involved in these inspection tours, to whom do you report the results? Warden or Duty Warden

5. In a previous response, you wrote that if “there are concerns in the medical area, the administration along with the Health Service Administrator will discuss a plan of action to resolve the issues.” Please describe in detail the process for resolving issues that arise during the medical inspections, as well as your participation in that process. This will depend on the issues presented at hand. Any safety, security or sanitation issues will be addressed with the FDC Leadership and the HSA for a Corrective Action Plan. For example, if a Centurion employee is non-compliant with Body alarms or with FDC keys, a review of the policy is requested through staff meetings or individually with that staff member. Any type of Maintenance issues will be addressed with the FDC Leadership and Maintenance Supervisor.

6. How often are the medical areas of the Everglades Correctional Institution inspected? Continuously by staff and at least weekly by the administration.

7. In the job description for the Health Services Administrator position, it indicates that position serves as a “liaison to the facility security administration[.]” Separately, you indicate that, in your current role as Assistant Warden, you are responsible for the security operation of your institution. Please describe in particular the interface that you have with the Health Services Administrator at your institution. Does the Administrator bring security issues to you as the Assistant Warden? If so, what are examples of these issues, and how have you worked to resolve them? First example that I can provide for this question is when the HSA brought to my attention that an inmate that is not assigned to medical is working in the medical area which is causing a concern about staff / offender relationships. The inmate will then be pulled, interviewed and instructed by Security not to report to the medical area unless called for.. Additional example, the HSA may contact me about the Officer not escorting the Nurses with a violent or aggressive inmate. I would make sure that the Officer conducts their duties as required or provide additional security as needed.

8. In the job description for the Health Services Administrator position, it indicates the position is responsible for coordinating and participating “in the grievance and informal complaint process[.]” Please describe in detail what this means. This simply means that if inmates are complaining about medical services or medical care, as the Health Services Administrator I will respond to such grievances or complaints by investigating the concern to ensure that the inmate is receiving adequate care from the medical department. Does this concern complaints against Centurion employees working in Department institutions? Most of the grievances are related to inadequate care, co-payment, medication issues from inmates If so, what role does the Health Services Administrator play in the complaint process? The HSA investigates the complaints by discussing it with Centurion providers to determine if additional care, supplies, or equipment are needed to ensure adequate care is being provided. Do they advocate for—or assist—Centurion employees who are the subjects of complaints? The HSA will have a neutral standpoint and investigate each individual issue to ensure that all inmates are receiving the care they need. The HSA will also ensure that Centurion Staff are conducting their duties and responsibilities as required.

9. If you accept employment as the Health Services Administrator at the Dade Correctional Institution, will you physically be placed at the Institution itself? Yes. Or will your role be remote and not require you to be physically present? The role is not remote. It requires me to be physically at the site, and in addition, I will also be available by phone after hours if something may be needed from the Centurion Medical Department.

Thank you,

Gray Schafer  
Assistant General Counsel  
Florida Commission on Ethics  
(850)488-7864

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**From:** Schafer, Grayden  
**Sent:** Wednesday, May 7, 2025 1:15 PM  
**To:** 'Heron, Peter' <Peter.Heron@fdc.myflorida.com>  
**Subject:** RE: Further Questions

Peter:

Thank you for your responses. I will review them and let you know if I have further questions.

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**From:** Heron, Peter <Peter.Heron@fdc.myflorida.com>  
**Sent:** Wednesday, May 7, 2025 1:38 PM  
**To:** Schafer, Grayden <SCHAFFER.GRAYDEN@leg.state.fl.us>  
**Subject:** Re: Further Questions

Yes Sir, thank you!

**Peter Heron**

Assistant Warden  
Everglades Correctional Institution  
Florida Department of Corrections  
1599 SW 187 Ave  
Miami, Florida 33194  
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