

## LETTER OF AGREEMENT

This Letter of Agreement (“LOA”) is made by and between Centurion of Florida, LLC (“Centurion”), a Florida limited liability corporation with its principal place of business located at 1203 Governors Square Boulevard, Suite 200, Tallahassee, FL 32301-2961, and the City of Jacksonville, a municipal corporation existing under the Constitution and the laws of the State of Florida, for and on behalf of the Medical Examiner’s Office, Fourth Medical Examiner District of Florida (“Provider”), with an address at 2100 Jefferson Street, Jacksonville, FL 32206 (each a “Party” and collectively the “Parties”) pursuant to which Provider will provide autopsy services for inmates housed in the Florida Department of Corrections (“FDOC”) facilities (“Facilities”) pursuant to its contract with the FDOC to provide healthcare services. The FDOC Facilities covered under this LOA are listed on the attached Exhibit 2 and include any work camps, forestry camps or annexes of the listed Facilities.

WHEREAS, Provider desires to provide autopsy services as outlined below to Centurion; and

WHEREAS, Centurion desires for Provider to provide autopsy services as outlined below.

NOW, THEREFORE, in consideration of the recitals and mutual promises herein stated, the Parties hereby agree to the provisions set forth below

### 1. PURPOSE OF THIS LETTER OF AGREEMENT

- 1.1 Execution of Letter of Agreement. Provider shall execute this LOA with an original signature, and that original document evidences its agreement to all terms.
- 1.2 Provider to be bound by Terms of the LOA. Provider acknowledges acceptance of and agreement to be bound by the contract terms between the State of Florida and Centurion of Florida, LLC.

### 2. OBLIGATIONS OF EACH PARTY

#### 2.1 Centurion’s Obligations.

- 2.1.1 Pay Provider’s invoices within thirty (30) days from receipt of completed invoices at the rates defined in Exhibit 1, Compensation Schedule, attached.

#### 2.2 Provider’s Obligations:

- 2.2.1 Provide autopsy services for individuals housed in the Florida Department of Corrections (“FDOC”) Facilities at the rates included on Exhibit 1 attached hereto and incorporated herein.
- 2.2.2 Provider must submit a Completed Invoice for each autopsy service provided herein. A Completed Invoice must be submitted within ninety (90) days of the service rendered. “Completed Invoice” means an invoice including the provider name, tax identification number, address, date of service, inmate’s name, inmate’s Florida Department of Corrections (“FDOC”) identification number, inmate’s date of birth, description of services, charge for services and total.
- 2.2.3 Completed Invoices will be submitted to Centurion of Florida, LLC, 1203 Governors Square Boulevard, Suite 200, Tallahassee, FL 32301-2961. Contract #C2930 must be indicated on each invoice.

2.2. 4. Provider must submit a written autopsy report to the Mortality Review Coordinator within ninety (90) days of the completion of an autopsy documenting all findings which will minimally include COD & MOD (Cause of Death and Manner of Death.). The autopsy reports can be emailed to Renee Yoell (Renee.Yoell@fdc.myforida.com) or Linda Cummings, lcummings@TeamCenturion.com.

2.3 Confidentiality. The Parties acknowledge and agree that the terms of this LOA are confidential and shall not be disclosed to any third party without the non-disclosing Party's prior written consent, except where such disclosure is required by applicable law.

### 3. MISCELLANEOUS PROVISIONS

3.1 Binding Nature of LOA. The Parties agree that the terms of this LOA shall be binding upon them.

3.2 Term and Termination. This LOA shall commence as of October 1, 2023 ("Effective Date"), and shall remain in effect until September 30, 2028, unless either Party terminates as outlined below, or the Centurion Florida/DOC contract terminates. This LOA may be terminated for cause immediately upon written notice if fraud or malfeasance is suspected. This LOA may also be terminated if either Party is in breach of a material provision of this LOA and fails to cure such material breach prior to the expiration of a thirty (30) day written notice and cure period.

3.2.1 Termination without Cause. This LOA may be terminated by either Party's giving the other Party at least one hundred eighty (180) days' prior written notice of such termination.

3.3 Independent Contractors. The relationship between the Parties established by this LOA shall be solely that of independent contractors and neither this LOA nor the relationship created thereby shall cause either Party to be designated as the agent, legal representative, partner or joint venture of the other Party for any purpose whatsoever. Neither Party is granted any right to create any obligation or responsibility or make any manner or thing whatsoever, representations, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner whatsoever.

### 4. INDEMNIFICATION

4.1 Indemnification by Centurion. Centurion agrees to indemnify, hold harmless and defend Provider, and its officers, directors, agents and employees from and against any and all third-party claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) arising out of or in any way relating to its obligations under this LOA, including but not limited to any negligence, wrongful act or omission or breach of this LOA by Centurion, or any of its directors, officers, agents, independent contractors or employees.

4.2 Indemnification by Provider. Provider agrees to hold harmless, indemnify and defend Centurion and/or FDOC against any claims that the Provider, its members, elected officials, officers, employees or agents caused injury to persons or damage to or destruction of property arising out of or being incidental to Provider's negligent acts or omissions. It is expressly understood and agreed, by the Parties, that the Provider's indemnity shall be governed by the provisions and limitations in Section 768.28, Florida Statutes. It is expressly understood and agreed, by and between the Parties that Provider's indemnity for its negligence, expressed herein, is not and shall not be construed as any alteration or waiver of sovereign immunity, in tort, beyond that which has been provided by the Florida Legislature in Section 768.28 Florida Statutes.

**5. INSURANCE.**

Provider is self-insured pursuant to the provisions and limitations of Section 768.28, Florida Statutes. Both Centurion and Provider agree that they are each responsible for liability arising from their own (including agents, subcontractors, and employees) acts or omissions in the course of delivering services under this LOA.

**6. GOVERNING LAW AND VENUE.**

This Letter of Agreement shall be governed by and interpreted exclusively under the laws of the State of Florida. Venue for litigation of this LOA shall be in courts of competent jurisdiction in Jacksonville, Duval County, Florida.

The Parties, acting through their duly authorized officers, have executed this Letter of Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESS:**

**CENTURION OF FLORIDA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Rossics  
Vice President, Network Development

**ATTEST:** \_\_\_\_\_

**CITY OF JACKSONVILLE**

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

\_\_\_\_\_  
Lenny Curry  
Mayor

**AGREED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_ Date \_\_\_\_\_

**\*Please, scan and email to [lpottmeyer@TeamCenturion.com](mailto:lpottmeyer@TeamCenturion.com)**

**ATTACHMENTS:**

- Exhibit 1 – Compensation Schedule
- Exhibit 2 – List of Facilities

**EXHIBIT 1**

**COMPENSATION SCHEDULE**

Centurion agrees to compensate Provider for services at the specified rates below. Provider shall accept the compensation amount as payment in full for the provision of services hereunder.

ORDINANCE 2017-370

**FEE SCHEDULE FOR MEDICAL EXAMINER SERVICES AND RECORDS**

**1 October 2023 – 30 September 2028\***

1. Autopsy (Any county other than Duval)	\$3,000.00
2. Inspection (External Examination)	\$1,000.00
3. District ME and Associate ME Deposition and/or Testimony (per hour) Hourly rates are billable to the nearest half hour, portal to portal (includes travel and waiting time when incurred) (Civil and Criminal)	\$500.00
4. Other Professional Staff (Toxicologists, Investigators, Photographers, Supervisors, Record Custodians) Deposition and/or Testimony (per hour) Hourly rates are billable to the nearest half hour, portal to portal (includes travel and waiting time when incurred) (Civil and Criminal)	\$200.00
5. Record Review (Medical record review and certification of death)	\$500.00
6. Tissue preparation (cutting & prep) – Pathologist (min/hour) (For private attorneys when no slides prepared at autopsy)	\$91.00
7. Transportation (body removal) ** See below	\$130.00
8. Non ME Cases (cases referred to this office but jurisdiction is not assumed, includes investigation and forensic pathology review)	\$125.00
9. Slides (new, processing tissue, per block)	\$40.00
10. Specimen preparation (pulling & prep) – Toxicologist (min/hour) (For private attorneys when no slides prepared at autopsy)	\$30.00
11. Slides (re-cuts, standard special stain, per slide)	\$30.00
12. Slides (re-cuts, per slide)	\$20.00
13. Sample preparation for specimen testing by Independent Lab (Blood spot card, blood tubes, etc.) Requesting party is responsible for selecting Lab, packaging and shipping costs	\$35.00
14. Cremation approval (Per Ordinance 2013-0464)	\$50.00
15. Reproduction of records; including but not limited to per page copying and administrative services	As authorized by F.S. 119 or other applicable FL law
16. Reproduction of material onto a CD	\$26.00
17. Autopsy Report for family of decedent	No Fee
18. Decedent Storage Fee	\$25/day
19. Training Fee	\$325/session
20. Professional Review, observation or consultation	\$250 per hour
21. Specimen storage fee –for requested specimens to be kept beyond the state mandated retention time.	\$158 per mcnth

\* The fees set forth in Ordinance 2017-0370-E sufficiently cover Duval’s costs at present; however, for the term of this Agreement, fees will be reviewed annually (by June 30, 2024, June 30, 2025, June 30, 2026 and by June 30, 2027 respectively) and should it be determined that fees do not sufficiently cover Duval’s financial exposure, a notice of increase will be given to Centurion, LLC with an effective date of October 1, 2024, October 1, 2025, October 1, 2026 and/or October 1, 2027, thus giving Centurion, LLC ninety (90) days’ notice of an increase in fees.

\*\* Transportation will be assessed in accordance with official Body Removal Contract in effect.

Completed Invoices shall be submitted to:

Centurion of Florida, LLC  
1203 Governors Square Boulevard, Suite 200  
Tallahassee, FL 32301-2961  
(844) 243-0795  
Please indicate Contract #C2930 on each invoice.

**EXHIBIT 2**

**LIST OF FACILITIES**

Region II
Union CI
Florida Women's Reception Center
Lowell CI
Suwannee CI
Reception and Medical Center
Columbia CI
Tomoka CI
Hamilton CI
Marion CI
Cross City CI
Florida State Prison
Mayo CI