

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 600, 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 600, 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 Nancy Repplinger (nancy.repplinger@fdc.myforida.com) or Linda Cummings, lcummings@centurionoffl.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, 2020 ("Effective Date"), and shall remain in effect until September 30, 2023, 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 provided by the Florida Legislature in Section 768.28 Florida Statutes.

5. INSURANCE.

Provider is self-insured pursuant to the provisions and limitations of sections 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. Centurion’s insurance requirements are incorporated herein by Exhibit 3.

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 _____, 2017.

WITNESS:

CENTURION OF FLORIDA, LLC

By: _____
Name: _____
Title: _____

By: _____
Keith Lueking
COO

ATTEST: _____

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

Lenny Curry
Mayor

AGREED:

Signature

_____ Date _____

***Please, scan and email to mymoore@centene.com**

ATTACHMENTS:

- Exhibit 1 – Compensation Schedule
- Exhibit 2 – List of Facilities
- Exhibit 3 – Centurion Insurance Requirements

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 2020 – 30 September 2023*

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 month

* 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, 2021 and by June 30, 2022 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, 2021, and/or October 1, 2022, 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 600
Tallahassee, FL 32301-2961
(844) 243-0795
Please indicate Contract #C2869 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

**Exhibit 3
CENTURION INSURANCE REQUIREMENTS**

Without limiting its liability under this LOA, Centurion shall at all times during the term of this LOA procure prior to commencement of work and maintain at its sole expense during the life of this LOA insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	\$ 500,000	Each Accident
	\$ 500,000	Disease Policy Limit
	\$ 500,000	Each Employee/Disease

This insurance shall cover the Centurion (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements).

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)	\$1,000,000	Combined Single Limit
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Professional Liability (Including Medical Malpractice when applicable)	\$1,000,000 per Claim and Aggregate
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Any entity performing professional services as a part of this LOA shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this LOA and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

- C. Centurion's Insurance Primary. The insurance provided by the Centurion shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Exhibit 3 shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this LOA.
- F. Centurion's Insurance Additional Remedy. Compliance with the insurance requirements of this LOA shall not limit the liability of Centurion or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this LOA or otherwise.
- G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Centurion shall relieve Centurion of Centurion's full responsibility to provide insurance as required under this LOA.
- H. Certificates of Insurance. Centurion shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- I. Notice. Centurion shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Centurion, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of Centurion under this LOA shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.