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**CONTRACT FOR SERVICES OF MEDICAL REVIEW OFFICER  
IN CONNECTION WITH APPLICANT AND EMPLOYEE  
DRUG ALCOHOL TESTING**

This agreement is made and entered into this 12<sup>TH</sup> day of July, 1996, by and between **NASSAU COUNTY, FLORIDA** ("County"), and Nassau County Community Services, ("Medical Review Officer").

**ACKNOWLEDGMENTS**

WHEREAS, County is an employer doing business in the State of Florida and desires to establish a Drug-free Workplace Program pursuant to the terms of Sections 440.101 and 440.102 of the Florida Workers Compensation Act and the Department of Transportation Controlled Substance Testing Regulations, 49 C. F. R. Part 382 and 391 and The Department of Transportation Drug and Alcohol Testing Procedures, 49 -C. F. R. Part 40 (collectively referred to as "applicable law"); and

WHEREAS, County desires to contract with a qualified medical review officer for the receipt, evaluation, and reporting of any drug and/or alcohol test result received in connection with the County's Drug-free Workplace Program; and

WHEREAS, Medical Review Officer has represented himself/herself as and, in fact, is a licensed physician who is qualified to serve as and perform the duties of a medical review officer as required by applicable law and regulations issued by the Division of Workers Compensation (Chapter 38F-9, Florida Administrative Code), the Department of Health and Rehabilitative Services ("HRS") (Chapter 10E-18, Florida Administrative Code), the Department of Transportation Controlled Substance Testing Regulations, 49 C.F.R. Part 382 and 391, and Department of Transportation Procedures for Transportation Workplace Drug Testing Programs, 49 C. F. R. Part 40,, and

WHEREAS, County has selected Medical Review Officer to provide services as an independent contractor in connection with services performed as a medical review officer; and

WHEREAS, it is the desire of the Parties to this Agreement that the functions, duties and responsibilities of the Medical Review Officer and the compensation to be paid to the Medical Review Officer by the County be set forth in a written agreement,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ATTACHMENT "5"**

## **I. OBLIGATIONS OF MEDICAL REVIEW OFFICER**

1. Medical Review Officer shall be responsible for receiving drug and/or alcohol test results from the County's designated laboratory.
2. Medical Review Officer shall be responsible for evaluating any such drug and/or alcohol test results, checking the chain of custody form to verify that the specimens were collected, transported and analyzed under proper procedures as specified in the laws listed above, and accounting regulations, and determining if any alternative medical explanations may have caused a positive test result.
3. In carrying out the role of reviewing and interpreting confirmed positive test results, Medical Review Officer shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history or review of any other relevant biomedical factors. Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive could have resulted from legally prescribed medication.
4. Prior to making a decision to verify a positive test result for an individual, Medical Review Officer shall give the individual an opportunity to discuss the test result with him or her. If Medical Review Officer is unable to contact the individual directly, Medical Review Officer shall contact the Executive Director who shall direct the individual to contact Medical Review Officer as soon as possible. The Executive Director shall take all necessary steps to maintain the confidentiality of Medical Review Officer's request that he or she be contacted by the individual.
5. Medical Review Officer shall be responsible for ensuring the confidentiality of data transmissions and restricting access to any data transmission, storage or retrieval system relating to drug testing of County employees.
6. Medical Review Officer certifies that he/she is familiar with the provisions set forth in Sections 112.0455, 440.101 and 440.102 of the Florida Statutes, as well as the rules and regulations promulgated by the Division of Workers Compensation (Chapter 38F-9, Florida Administrative Code), and HRS (Chapter 10E-18, Florida Administrative Code), the Department of Transportation Controlled Substance Testing Regulations, 49 C.F.R. Part 382 and 391, and the Department of Transportation Procedures for Transportation Workplace Drug Testing Programs 49 C.F.R. Part 40, which pertain to laboratory certification, specimen collection, drug testing, reporting of drug test results, medical review officer procedures, confidentiality of documents and information pertaining to drug testing, retention of drug testing records and specimens and all other provisions which pertain to laboratories, collection sites and medical review officers pursuant to the Drug Free Workplace Provisions set forth in Section 440.102 of the Act, the Department of Transportation Controlled Substance Testing Regulations, 49 C.F.R. Part 382 and 391, and the Department of Transportation Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Part 40. The statutory and regulatory requirements set forth in this paragraph are hereby incorporated by reference as part of this Agreement.

7. In performing his/her obligations under this Agreement, Medical Review Officer shall fully comply with and perform all duties required of a medical review officer by the statutory and regulatory procedures and requirements set forth in paragraph six (6) of this Agreement as such provisions currently exist and as they may be amended during the course of this Agreement.
8. Medical Review Officer agrees to be available to testify in an administrative, disciplinary or other proceeding against an employee or applicant when that proceeding is based on positive urinalysis results reported by Laboratory.

## **II. COMPENSATION**

9. In the consideration for the covenants, conditions and agreements contained in this Agreement, which the Medical Review Officer agrees to perform, County agrees to pay Medical Review Officer pursuant to the following arrangements:

**[INSERT AGREED UPON COMPENSATION ARRANGEMENTS]**

## **III. INDEPENDENT CONTRACTOR RELATIONSHIP**

10. In the Medical Review Officer's performance of his/her work, duties, and obligations under this Agreement, Medical Review Officer is at all times acting and performing as an independent contractor. County shall neither have nor exercise any control or direction over the methods by which Medical Review Officer or his/her employees that perform their obligations under this Agreement.

## **IV. INDEMNIFICATION**

11. Medical Review Officer shall indemnify and hold County harmless from and against all costs, damages, judgments, attorneys' fees (including fees on appeal), expenses, obligations and liabilities of any kind or nature, including those based on actual or alleged negligence, that may occur, arise or result from Medical Review Officer's acts or omissions in Medical Review Officers performance of its obligations under this Agreement or from Medical Review Officers breach of this Agreement.

## **V. ENTIRE AGREEMENT**

12. This Agreement contains the entire understanding and agreement between the Parties and shall not be modified or superseded except upon the express written consent of all Parties to this Agreement. This Agreement supersedes and renders null and void any previous agreements or contracts whether oral or written between Medical Review Officer and County.

## **VI. SEVERABILITY**

13. If any provisions of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.

**VII. GOVERNING LAW.**

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**VIII. TERM OF AGREEMENT**

15. This Agreement shall become effective on July 12, 1996; and shall remain in full force and effect until June 30, 1997. Either Party, however, may cancel this Agreement by giving \_ days written notice. Notwithstanding any right of either Party to cancel this Agreement, both Parties shall be responsible for and shall adhere to the requirements set forth in part 1, paragraphs six (6) and seven (7) of this Agreement including, but not limited to, those pertaining to retention of records, tests, data, information and specimens a-s required by Florida Statutes Sections 112.0455, 440.101, and 440.102 and regulations promulgated by the division of Workers Compensation (Chapter 38F-9, Florida Administrative Code) and HRS (Chapter IOE-18, Florida Administrative Code), the Department of Transportation Controlled Substance Testing Regulations, 49 C.F.R. Part 382 and 391, and the Department of Transportation Procedures for Transportation Workplace Drug Testing Programs, 49 C. F. R. Part 40.

IN WITNESS WHEREOF, and intending to be legally bound, Medical Review Officer and County by their authorized representatives execute this Agreement consisting of four (4) pages and fourteen (14) enumerated paragraphs by signing their names below.

EXECUTED this 12<sup>th</sup> day of July, 1996.

*[Signature]*  
County

July 22, 1996  
Date

*Juan M. Lagron*  
Witness

July 22, 1996  
Date

EXECUTED this 12<sup>th</sup> day of July, 1996.

*Rachel G. Sutton*  
Nassau County Community Services

July 12, 1996  
Date

*Jana S. Benhley*  
Witness

July 12, 1996  
Date



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
John A. Crawford	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
Chris Kirkland	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T. J. "Jerry" GREESON  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

July 23, 1996

Nassau County Community Services  
1303 Jasmine Street, Box 5  
Fernandina Beach, FL 32034

Attn: Rachel Sutton

Dear Mrs. Sutton:

Enclosed is an original, fully executed service contract for specimen collection and drug/alcohol testing drugs as approved by the Nassau County Board of County Commissioners on July 22, 1996.

Please contact my office if we may be of any further assistance.

Sincerely,

*T. J. Greeson by Joanna R. Caser,*  
T. J. "Jerry" Greeson *Agent, Clerk*  
Ex-Officio Clerk

jmg

Enclosure

cc: Robert Kotsis  
Lew Eason

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

*An Affirmative Action / Equal Opportunity Employer*

RECEIVED JUL 15 1996 *FL*



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
**DEPARTMENT OF PUBLIC SAFETY**

NASSAU COUNTY OFFICE ANNEX  
11 North 14th Street, Box 12  
Fernandina Beach, Florida 32034-0494



BOARD MEETING

DATE: 7-22 1996

ACTION: 6

INFO: \_\_\_\_\_

MEMORANDUM

DATE: July 15, 1996  
TO: Walt Gossett  
County Coordinator  
FROM: Lew Eason  
Safety Coordinator

SUBJECT: Alternate Collection Site Drug Testing

Nassau County Community Services has a facility located on Eastwood Road in Hilliard at the entrance to our Road Department facility. They provide collection services for Drug Testing and use Corning Laboratories which is the same NIDA certified lab that Dr. Llarena uses.

Dr. Burford is the Medical Director of Nassau County Community Services and will provide the MRO function in the event of a positive.

I have attached the signed contracts for the County to complete.

LE/sm  
cc: Director of Public Safety  
File: drgaltst

**Board Members  
1994**

Beth Strickland  
*President*

Joyce Harris  
*Vice-President*

Charles Kircus  
*Treasurer*

Joyce Coes  
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Janice O'Connell

Henry Green

Jimi E. Buck

Betty Page

Tony Di Charia

Emily Metcalf

John Pruitt

Ian Feldman

Hattie Morris  
Honorary Member

Administrative Offices  
1303 Jasmine Street, Box 5  
Fernandina Beach, Florida 32034  
Nassau County East  
Phone (904) 261-9453

Jerry Webster, M.S.H.  
Program Director

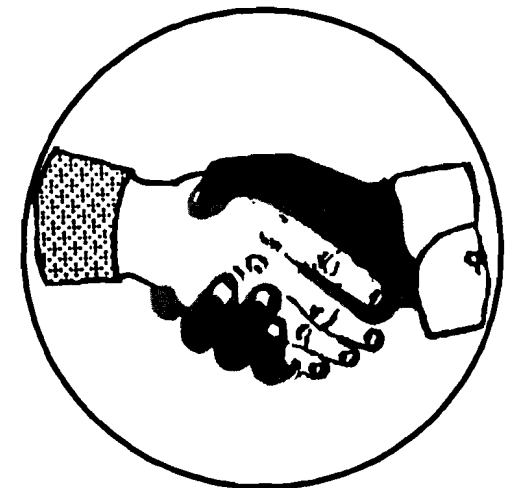
Hilliard Facility  
333 Eastwood Road, P.O. Box 1168  
Hilliard, Florida 32046  
Nassau County West  
Phone (904) 845-7777

Carmella Prescott, M.A.  
Program Director

Nassau County Community Services is an  
Equal Opportunity Employer

Funded in part by HRS, County of Nassau  
Toll Free Number 1-800-358-4291

**NASSAU  
COUNTY  
COMMUNITY  
SERVICES**



**SEEKING, SERVING AND  
EMPOWERING  
ONE ANOTHER**

Nassau County Mental Health,  
Alcoholism and Drug Abuse Council, Inc.

# NASSAU COUNTY COMMUNITY SERVICES

Beth Strickland  
*President*  
*Board of Directors*

Rachel D. Sutton  
M.S. Ed., CAP  
*Executive Director*

Nassau County Mental Health, Alcoholism and Drug Abuse Council, Inc., better known as NCCS, is a private, not-for-profit Agency chartered in August, 1986 by the State of Florida. It has a 12 member Board of Directors who are required to be residents of Nassau County.

## LICENSURE

The Agency is licensed by the State of Florida to provide community alcohol, drug abuse and mental health services to residents of Nassau County.

## FINANCIAL

All consumers are evaluated on a Sliding Fee Scale and are assessed fees for services based on the ability to pay. Medicare, Medicaid and some insurance accepted.

## COMMUNITY SUPPORT SERVICES

These services are rendered to consumers who live in a community and need additional support for coping with the problems of living which occur on a daily basis. They include but are not limited to:

## CASE MANAGEMENT

Adult and Children's Case Management services are provided to consumers to give them the opportunity to reach their highest level of independence consistent with long-term stability. This is accomplished through linking, referring, monitoring and assessing consumers' needs.

## MEDICATION MANAGEMENT

Medication Management Services will be offered to consumers under the direction of the Agency Psychiatrist and nurse. We provide the consumer the opportunity to function at his or her highest level through Medication Management.

## ADULT DAY TREATMENT

The Adult Day Treatment Program will ensure the continuity of care in one of the least restrictive environments for persons with chronic mental illnesses by providing evaluation, a therapeutic milieu focused on teaching self-care, social skills, problem resolution skills and illness management.

## SOCIALIZATION PROGRAMS

NCCS provides mental health group psychotherapy for referred mental health consumers who have graduated from the Day Treatment Program and into the Day Treatment Aftercare Program and who have been referred by Emergency Services Department.

## DROP-IN CENTER

The Pirates Den Drop-In Center, in Fernandina Beach, is a place where consumers of mental health services can gather for socialization, relaxation,

education, support, sharing and fun. This Center is open Monday - Friday from 12:00 - 4:00 p.m.

## EMERGENCY SERVICES

Emergency Services on-site screenings are provided 8:00 a.m. - 5:00 p.m. Monday through Friday and Crisis Hotline is available 24 hours a day, seven days a week. The purpose for intervention in an emotional crisis is to preserve life, to prevent harm to self and others, and to resolve the crisis so the person can be restored to their pre-crisis status coping with daily living.

## SUBSTANCE ABUSE

Substance Abuse services are provided to adult and adolescent consumers who are found to be in need of assistance. Services offered are education, prevention/intervention and group therapy plus a twelve-step program of recovery. An alternative to In-Patient treatment is our evening program that runs Monday through Thursday from 7:00 p.m. - 10:00 p.m.

## CHILDREN'S SERVICES

Children's Services provides a family systems based therapy to children and their families in need of help. These services help create an opportunity for a stable psychological framework and a healthier family system. The Children's Program has a children's psychiatrist available for children involved with our Agency for medication management. The Agency also offers an In-Home Behaviorist and Sexual Offender Program.