CS-08-413 68

Contract No: NC-08-68

Bid No: N/A

SERVICE CONTRACT FOR MEDICAL REVIEW OFFICER SERVICES

THIS AGREEMENT is entered into by and between the Nassau County Board of County Commissioners (hereinafter "Employer") and Daniel J. Matricia, D.O., the owner of Amelia Urgent Care, (hereinafter "Matricia") for the purpose of establishing Matricia as the Employer's Medical Review Officer.

WITNESSETH:

WHEREAS, the Nassau County Board of County Commissioners is an employer doing business in the state of Florida and has established a drug free workplace program pursuant to the terms of Section 440.101 and 440.102, Florida Statutes, and applicable rules and regulations; and

WHEREAS, the employer, pursuant to Section 440.101 and 440.102, Florida Statutes and 59A-24, Florida Rules of Administrative Procedures (FAC), must enter into an agreement with a medical review officer (MRO) to review all results from testing conducted in accordance with its drug free workplace program; and

WHEREAS, the employer desires to contract with Daniel J. Matricia, D.O., who has represented himself as a licensed physician qualified under Section 59A-24.008(1)(a)-(e), FAC and Section 440.102, Florida Statutes to perform the services of an MRO as provided in this agreement; and

WHEREAS, it is the agreement of the parties that Matricia will act as the Employer's exclusive MRO for all drug testing performed in furtherance of its drug free workplace program in exchange for the employer using Matricia and Amelia Urgent Care

as its exclusive drug testing site for all testing which can be reasonably performed at the location of Amelia Urgent Care.

NOW, therefore in consideration of the mutual covenants, conditions and agreements hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

Article I: Responsibilities of Medical Review Officer (MRO)

In accordance with the Employer's Drug Free Workplace program, the MRO shall have the following responsibilities, as more specifically detailed hereinafter:

1) Review, verify and evaluate the drug test result(s) (both positive and negative) which is reported by the laboratory, to verify accuracy. Such verification shall include checking the chain of custody form to confirm the specimen was collected, transported, and analyzed under proper procedures, as specified by statute and the Agency for Health Care Administration Standards.

2) Determine if any alternative medical explanation caused a positive test result. This determination could include conducting a medical interview with the donor, review of the donor's medical history including medical records provided by the donor, or the review of any other relevant biomedical factors. The MRO shall not consider the results of samples that are not obtained or processed in accordance with appropriate statute and standards.

3) Review all medical records made available by the tested individual. Consult with any employee or job applicant for technical information regarding prescription and non-prescription medications.

4) Report to the Employer, employee or job applicant as hereinafter provided the result of the drug test. A language interpreter can be used to assist in communicating the results of the drug tests to employees and job applicants.

5) Order a reanalysis of an original sample or request another sample if in the opinion of the MRO, there is a question as to the accuracy or validity of a test result.

6) Based on a review of the chain of custody form, quality control data, multiple samples and other pertinent results, request the donor to provide another sample or request reanalysis of the original sample if it is determined that the testing created scientifically unsatisfactory results.

7) Negative Test Results: Verify that a negative test result was properly analyzed and handled according to applicable statute, standards, and rules. In order to do so, the MRO shall:

a. Receive and review the test result(s) from the laboratory.

b. Verify the laboratory report by checking the chain of custody form for required signatures, procedures, and information.

c. Ensure that the donor's specimen identification number on the laboratory test report and the chain of custody form which was sent to the MRO by the collection site accurately identifies the individual with the negative test result;

d. Notify the employer in writing of the negative test result no more than 7 working days after the specimen was received by the laboratory and appropriately file the chain of custody forms under confidential procedures for a period of two years; and

e. Within 24 hours of notification of the employer of the negative test results, notify the testing laboratory that the negative test result has been submitted to the employer.

8) Positive Test Results: Verify that a positive test result was properly analyzed and handled according to applicable statute and standards. In order to do so, the MRO shall:

a) Receive and review the test result(s) from the laboratory;

b) Verify the laboratory report by checking the chain of custody form for required signatures, procedures, and information;

c) Ensure that the donor's specimen identification number on the laboratory test report and on the chain of custody form which was sent to the MRO by the collection site accurately identifies the donor with the positive test results;

d. Notify the employee or job applicant of a confirmed positive test result, within 3 days of receipt of the test result form the laboratory and inquire as to whether prescriptive or over the counter medication could have caused the positive test result. The procedure for contracting and identifying a positively tested donor is as provided in paragraphs III and IV hereinafter provided;

e. Within 5 days of notification to the donor of the positive test result, provided an opportunity for the employee or job applicant to discuss the positive test result and to submit documentation of any prescriptions relevant to the positive test result. Discussions with the Donor shall be governed by paragraph V as hereinafter provided;

f. Review any medical records provided by the employee or job applicant, or authorized by the employee or job applicant and released by the individual's physician, to

determine if the positive test result was caused by a legally prescribed medication. If the donor is not taking prescribed medication, the MRO shall inquire about over-the-counter medications which could have caused the positive test result. The donor shall be responsible for providing all necessary documentation; (i.e., a doctor's report, signed prescription, etc.) within the 5 day period after notification of the positive test results;

9) Notify the employer in writing of the verified test result, wither negative, positive, or unsatisfactory no more than 7 working days after the specimen was received by the laboratory and appropriately file the chain of custody form under confidential procedure for 2 years. Copies of a laboratory report form or chain of custody form are not suitable for notifying the employer of the final certified test result.

10) If there is a determination that there is a legitimate medical explanation for a positive test result, based on the medical judgment of the MRO and accepted standards of practice, the MRO shall report a negative test result to the employer;

11) Process any employee or job applicant's request for a retest of the original specimen, within 180 days of notice of the positive test result, at another licensed laboratory selected by the employee or job applicant. The donor requesting the additional test shall be required to pay for the costs of the retest, including handling and shipping expenses. The MRO shall contact the original testing laboratory to initiate the retest.

12) Do not declare a confirmed positive test as verified, until receipt of copy 2 of the chain of custody form from the drug testing laboratory and copy 4 from the collection site.

a. Copies of the laboratory report form or chain of custody are not suitable for the purpose of notifying the employer of a final verified test result.

Article II: Chain of Custody Procedures

1) A strict chain of custody procedure, initiated at the time of specimen collection, is mandatory for the validation of any test result. The MRO shall be responsible, before reporting either positive or negative test result(s) to the employer, to review all signatures, procedures, and information as required on the chain of custody form to determine that the specimen was under authorized control both before and during laboratory analysis. If proper chain of custody procedures have not been followed, the MRO shall declare the test result as unsatisfactory, due to an unacceptable chain of custody procedure.

2) After the MRO reviews the chain of custody forms and, in the case of a positive test result, has contacted the positively tested donor, the MRO shall:

a. On copy 2 of the chain of custody form, mark the appropriate box if the verified result is positive or negative, and if positive, write in for which drug(s). If the test was not performed or the test was canceled, mark the appropriate box. The reason for the cancellation or non-performance of the test shall be explained in the remarks section.

b. On copy 2 of the chain of custody form, sign and date the verification of the final test result.

Article III: Verification for Opiates

Before a positive test for opiates is verified, the MRO shall determine that there is clinical evidence in addition to the urine test, of illegal use of any opium, opiate, or opium derivative (e.g., morphine/codeine). This requirement does not apply if the GC/MS confirmation test for opiates confirms the presence of 6-monoacetylmorphine.

Article IV: Contacting Positively Tested Donors

1) If the MRO is unable to contact a positively tested donor within 3 days of receipt of the test results from the laboratory, the MRO shall contact the employer and request the employer to advise the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within 2 days from the request to the designated agency authority, the MRO shall verify the report as positive.

2) As a statement to employees and job applicants, once a MRO verifies a positive test result, the MRO may change the verification of the result if the donor presents information to the MRO which documents that a serious illness, injury, or other circumstance unavoidably prevented the employee from contacting the MRO within the specified time frame and if the donor present information concerning a legitimate explanation for the positive test result.

3) If the donor declines to talk with the MRO regarding a positive test result, the MRO shall validate the result as positive and annotate such decline in the remarks section.

Article V: Identification of Donor

Prior to providing an employee or job applicant with the opportunity to discuss a test result, the MRO shall confirm the identity of the employee or job applicant. At a minimum, to confirm the identity of the donor, the MRO shall ask the donor to respond to the following information:

1) If the request is in person, the MRO shall request picture identification.

2) If the request is over the telephone, the MRO shall request:

a. An employee identification number or social security number;

b. Date of birth;

c. Employer's name; and

d. Work telephone number

Article VI: Information for Donor

Once the donor's identification has been established and before any additional information is solicited from the donor, the MRO shall:

1) If the MRO is unable to contact a positively tested donor within 3 days of receipt of the test results from the laboratory, the MRO shall contact the employer and request the employer to advise the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within 2 days from the request to the designated agency authority, the MRO shall verify the report as positive.

2) Inform the donor that medical information revealed during the MRO's inquiry will be kept confidential; unless the donor is in a safety sensitive or special risk position and the MRO believes that such information is relevant to the safety of the donor or other employees. Any additional release of medical information shall be solely pursuant to a written consent form signed voluntarily by the donor, except where such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal, or where such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal, or where deemed appropriate by a professional or occupational licensing board in related disciplinary proceeding.

3) Outline the rights and procedures for a retest of the original specimen by the donor.

4) If the donor voluntarily admits to the use of the drug in question without a proper prescription, the MRO shall advise the donor that a verified positive test report will be sent to the employer.

Article VII: Obtaining Another Sample of Reanalysis

In addition to circumstances as herein above stated, the MRO can order a reanalysis of any specimen for the following reasons:

1) Should any question arise as to the accuracy or validity of a test result which has been collected and analyzed in accordance with applicable statue and standards. The reanalysis can be performed at any licensed laboratory under rules established by the Agency for Health Care Administration.

2) Based on a review of the chain of custody form, quality control data, multiple samples and other pertinent data, there is a determination that the test result is scientifically unsatisfactory. A request can be made for the donor to provide another sample. In this situation the Medical Review Officer may request a reanalysis of the original sample before making such decision. The MRO may request that the reanalysis be performed by the same laboratory or, that an aliquot (a portion) of the original specimen be sent to another licensed laboratory. The MRO shall report all findings based on the unsatisfactory specimen, as required by Agency Rule, but shall not include any personal identifying information in such reports.

Article VIII: Compensation

In consideration of the covenants, conditions and agreements contained in this Agreement, the employer will use Amelia Urgent Care, the office of Daniel J. Matricia, D.O., as its exclusive collection site for all drug testing which can reasonably be collected

at said site. The parties agree to the following fees for testing and the MRO services provided for herein.

[See Fee Schedule attached hereto as Exhibit "A" and incorporated by reference herein.]

The parties further agree and acknowledge that some drug testing will be done on specimens collected off-site, including, but not limited to, a situation where an employee undergoes drug testing at the hospital pursuant to a serious accident that requires treatment at the emergency room. Matricia, as the exclusive MRO of the employer, will serve as the MRO for any such "off-site testing" and will perform all the duties and obligations set forth herein relevant to such off-site tests.

Article IX: Terms and Termination

This agreement shall be effective as of date of execution, and shall remain in full force and effect for a period of three (3) years. This agreement may be renewed by the written agreement of the parties for two additional one (1) year periods.

Either party, however, may cancel such agreement by giving 30 days written notice. Notwithstanding any right of either party to cancel this contract, both parties shall be responsible for and shall adhere to the requirements of the terms of this agreement in regard to specimens taken and test performed, including but not limited to the retention of records, tests, data, information, and sample specimens.

Article X: Indemnification

The parties agree that Matricia has the qualification and expertise to act as a medical review officer. In such capacity, Matricia shall act as an independent contractor

and shall be solely responsibly for the duties of an MRO. Matricia agrees to indemnify and hold the Employer harmless from and against all costs, damages, judgments, attorney fees, expenses, obligations and liabilities of any kind or nature that occur, arise and result from Matricia's performance of duties hereunder or from a breach of this agreement by Matricia.

XI: Subcontractor

The MRO shall not subcontract any of the duties and responsibilities required of him/her in this agreement without notifying representation of the employer.

XII: Entire Agreement

This agreement constitutes the entire agreement between the parties, cannot be modified except in writing signed by duly authorized representatives of the parties and shall be binding and for the benefit of the respective successors and assignees of the parties.

EXECUTED THIS 28th DAY OF January, 2008

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

MARIANNE MARSHALL
Its: Chair

ATTEST AS TO CHAIR'S SIGNATURE:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPTROLLER ACCOUNTABILITY
DATE 1/28/08

Approved as to form by the
Nassau County Attorney

DAVID A. HALLMAN

EXECUTED THIS 7 DAY OF Jan, 20 08

DANIEL J. MATRICIA, D.O.
Owner/Medical Director/MRO, Amelia Urgent Care and Occupational Medicine

Witness

Amelia Urgent Care
and Occupational Medicine

Daniel Matricia, D.O.
Medical Director
96279 Brady Point Road
Fernandina Beach, FL 32034
904-321-0088
Fax 904-321-0016

EXHIBIT "A"

January 7, 2008

Drug and Breath Alcohol Fees for 2008

Drug Screen MRO $65.00

Rapid Drug Screen $40.00

Breath Alcohol Test $45.00

Sincerely,

Sabrina Campbell

Sabrina Campbell, Office Manager