

CS-20-322

Contract No. CM3029

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 Sections 440.101 and 440.102, Florida Statutes and Chapter 59A-24, Fla. Admin. Code, 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 Matricia, who has represented himself as a licensed physician, certified pursuant to Rule 59A-24.008(1)(c), Fla. Admin. Code; and

WHEREAS, Matricia represents that he is familiar with Rule 59A-24.008(1) through 59A-24.008(10), Fla. Admin. Code, and can comply with each requirement therein and pursuant to Rule 59A-24.008(1)(d), Fla. Admin. Code, is not employed or contracted by a drug testing laboratory performing Drug Free Workplace Program testing under Section 112.0455, Florida Statutes; and

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WHEREAS, it is the agreement of the parties that Matricia will act as the Employer's MRO for all drug and/or alcohol 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) Must be registered with FMCSA Clearinghouse as a MRO and must be adequately trained using the current rules and regulations of FMCSA Clearinghouse as a registered MRO.

2) Must provide the Employer with the name and phone number for a direct point of contact for all Drug Free Workplace Program testing and Workers' Compensation testing within ten (10) days from execution of this Agreement.

3) Review, verify and evaluate the drug and/or alcohol 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.

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4) 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.

5) 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.

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

7) 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.

8) 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.

9) 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.

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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 donor with the negative test result(s);

d. Notify the Employer in writing of the negative test result(s) no more than seven (7) working days after the specimen was received by the laboratory and appropriately file the chain of custody form under confidential procedures for a period of two (2) years; and

e. Within twenty-four (24) hours of notification of the employer of the negative test result(s), notify the testing laboratory that the negative test result(s) has been submitted to the Employer.

10) Positive Test Results: Verify that a positive 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 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 three (3) days of receipt of the test result from the laboratory and inquire as to whether prescriptive or over the counter medications could have caused the positive test result.

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The procedure for contracting and identifying a positively tested donor is as provided in paragraphs III and IV hereinafter provided;

e. Within five (5) days of notification to the donor of the positive test result(s), provided an opportunity for the employee or job applicant to discuss the positive test result(s) and to submit documentation of any prescriptions relevant to the positive test result(s). 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(s) was caused by a legally prescribed medication. If the donor does not have 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 five (5) day period after notification of the positive test result(s);

11) Notify the Employer in writing of the verified test result, either negative, positive or unsatisfactory no more than seven (7) working days after the specimen was received by the laboratory and appropriately file the chain of custody form under confidential procedure for two (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.

12) 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;

13) Process any employee or job applicant's request for a retest of the original specimen, within one hundred eighty days (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.

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

a. Copies of the laboratory report form or chain of custody form 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 from the laboratory and the collection site and in the case of a positive test result, has contacted the donor who tested positive, the MRO shall:

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a. On copy two (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 two (2) of the chain of custody form, sign and date the verification of the final test result.

c. Prepare and sign a verification letter to the Employer revealing the final verified test results. Copies of the laboratory report form or chain of custody are not suitable for this purpose.

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 donor who tested positive within three (3) working days of receipt of the test results from the laboratory, the MRO shall contact the Employer and request that the employer direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) working days from the request to the designated Employer, the MRO shall verify the report as positive.

2) As a safeguard to employees and job applicants, once the 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

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circumstance unavoidably prevented the employee from contacting the MRO within the specified time frame and if the donor presents information concerning a legitimate explanation for the positive test result(s).

3) If the donor declines to talk with the MRO regarding a positive test result(s), 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 with 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) Inform the donor that the MRO is an agent of the Employer whose responsibility is to make determination on test results and report them to the Employer;

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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 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(s) 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 for 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 statute, standards, and rules; the MRO may order a reanalysis of the original sample at any laboratory licensed under the rules established by the Agency for Health Care Administration.

2) The MRO, based on a review of the chain of custody form, quality control data, multiple samples and other pertinent results, is permitted to determine that the result is scientifically unsatisfactory for further action and may request the donor provide another

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sample or request a reanalysis of the original sample before making such decision. The MRO is permitted to 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 may request that the laboratory assist and provide consultation to the MRO as part of this review process, as it is required to do under relevant regulations. The MRO shall report all findings based on the unsatisfactory specimen, as required under relevant regulations, 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 Matricia, as its 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 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.

[See After-Hours Services Surcharge attached hereto as Exhibit "A" and incorporated by reference herein.]

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 (2) additional one (1) year periods.

Either party, however, may cancel such agreement by giving thirty (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(s) performed, including but not limited to the retention of records, tests, data, information and sample specimens.

Article X: Employment Eligibility

Matricia must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Matricia during the term of this Agreement to work in Florida. Additionally, if Matricia uses subcontractors to perform any portion of the Work (under this Agreement), Matricia must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Matricia must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Article XI: Public Records

COUNTY IS A PUBLIC AGENCY SUBJECT TO CHAPTER 119, FLORIDA STATUTES. IF MATRICIA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MATRICIA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097.

Under this Agreement, to the extent that Matricia is providing services to County, and pursuant to Section 119.0701, Florida Statutes, Matricia shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement if Matricia does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Matricia or keep and maintain public records required by the public agency to perform the service. If Matricia transfers all public

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records to the public agency upon completion of the contract, Matricia shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Matricia keeps and maintains public records upon completion of the Agreement, Matricia shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Matricia maintaining the public records, then Nassau County shall immediately notify Matricia of the request for records. Matricia must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Matricia does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Matricia which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

Article XII: Indemnification

The parties agree that Matricia has the qualification and expertise to act as a MRO. 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

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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.

Article XIII: Subcontractor

The MRO shall not subcontract any of the duties and responsibilities required of him/her in this Agreement without prior written agreement from the Employer.

Article XIV: 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 23 DAY OF sept., 2021

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP
Taco E. Pope, AICP, County Manager
Its: Designee

EXECUTED THIS 28 DAY OF September, 2021

Dee Chancellor

Witness

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

EXHIBIT A	
Medical Review Officer Services 2021 Contract Renewal	
Service Rendered	Agreed Pricing
Drug Screen (5panel & 10 panel)	25.00
Rapid Drug Screen	25.00
Confirmation Test (if needed)	25.00
Breath Alcohol Test	30.00
New Hire Breath Alcohol Test	30.00
New Hire Physical Exam	75.00
After Hours Services Surcharge - if available	
Provider After Hours Call-In - per visit	Not available
Drug & Alcohol Technician Call-In - per visit	\$100.00 plus test fees
<p>Details: In the event of an injury, the first call requesting medical services is to the Medical Director who will determine the medical necessity of calling in a Provider.</p> <p>For Drug or Alcohol tests only (minor or no injury), the Employer representative will call the Drug & Alcohol Technician on call and coordinate arrangements to meet at the facility. The Employer will send an escort with the worker(s) requiring medical services.</p>	
Additional Requirements	
<p>(1) Must be registered as MRO in the FMCSA Clearinghouse and trained on their rules and regulations relating to the MRO.</p> <p>(2) Must provide Employer a Direct Contact and contact # (not a universal call in #) for all Drug Free Workplace Testing and Workers' Compensation testing</p>	

CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT
TRACKING NO.
CM3029****CONTRACTOR INFORMATION**Name: Daniel J. Matricia, D.O.Address: Amelia Urgent Care and Occupational Medicine

City

State

Zip

Contractor's Administrator Name: Sue Matricia Title: Owner/Medical Dir/MROTel#: (904) 583-3016 Fax: _____ Email: smatricia@ameliaurgentcare.com**CONTRACT INFORMATION**Contract Name: Service Contract for Medical Review Officer Services Contract Value: Fixed Fee ScheduleBrief Description: Provide MRO Services for the Nassau County Drug Free Workplace ProgramContract Dates : From: Execution to: 3 years Status: X New _____ Renew _____ Amend# _____ WA/Task Order

How Procured: _____ Sole Source _____ Single Source _____ ITB _____ RFP _____ RFQ _____ Coop. _____ Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>Ashley Metz</u>	9/22/2021	<u>RISK/Human Resources</u>
	Department Head Signature	Date	Submitting Department
2.	<u>[Signature]</u>	9/23/2021	<u>Various Orgs-531035</u>
	Procurement	Date	Funding Source/Acct #
3.	<u>Megan Diehl</u>	9/23/2021	
	Office of Management & Budget	Date	
4.	<u>Michael S. Mullin</u>	9/23/2021	
	County Attorney/Contract Management	Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVALTaco E. Pope AICP

9/23/2021

Taco Pope

Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
 Copy: Department
 Procurement
 Office of Management & Budget
 County Attorney/Contract Management
 Clerk Finance