

CONTRACT
By and Between
COUNTY OF CUYAHOGA, OHIO
and

ST. VINCENT CHARITY MEDICAL CENTER
OCCUPATIONAL HEALTH DEPARTMENT

For Specimen Collection, Drug Testing and Medical Review Officer Services

This Contract made and entered into this 17 day of, Jan 2011, by and between the County of Cuyahoga, Ohio ("County"), on behalf of the Cuyahoga County Common Pleas Court, located at 1200 Ontario St., Cleveland, Ohio 44113 ("Court"), and St. Vincent Charity Medical Center and its Occupational Health Department, a not-for-profit hospital, located at 2351 East 22nd Street, Cleveland, Ohio 44115 ("Provider"), for laboratory specimen collection, drug testing, and medical review officer services in the amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for the period November 1, 2011 through October 31, 2012.

In consideration of the payments and mutual promises contained herein, the parties agree as follows:

SECTION I: SCOPE OF SERVICES

Specimen Collection and Drug Testing: St. Vincent Charity Medical Center shall provide services necessary to collect and test urine specimens and perform breathalyzer tests using Federal Custody Control Forms and procedures in compliance with DOT (Department of Transportation) regulations. Collection and testing using non-Federal Custody and Control forms will be done when DOT collection is not required. Said services shall be provided in accordance with Exhibit "A.," which is attached hereto, and fully incorporated herein by reference. The Cuyahoga County Common Pleas Court and the Cuyahoga County Common Pleas Court Laboratory hereby agree to be bound by the provisions of attached Exhibit "A."

Medical Review Officer: The MRO will review results from specimens that have positive screening tests performed by the Cuyahoga County Court of Common Pleas Laboratory and have been confirmed positive by gas chromatography/mass spectrometry (GC/MS) as well as those classified as adulterated, substituted, dilute or not tested for any other reason. Said services shall be provided in accordance with Exhibit "B.," which is attached hereto, and fully incorporated herein by reference. The Cuyahoga County Common Pleas Court and the Cuyahoga County Common Pleas Court Laboratory hereby agree to be bound by the provisions of attached Exhibit "B."

SECTION II: TERM & TERMINATION

The initial term of this Contract shall commence upon November 1, 2011 and, unless sooner terminated pursuant to the provision of this Contract, expire on October 31, 2012.

In addition, the parties may, upon mutual agreement, terminate this Contract at any time; or, either party may terminate this Contract unilaterally, provided that the other party has received written notification of such termination via regular U.S. mail postmarked at least ninety (90) days prior to the effective date of such termination.

SECTION III: METHOD OF PAYMENT

St. Vincent Charity Medical Center shall be paid on a unit price basis for each test performed on a specimen, in accordance with the schedule of rates set forth in Exhibit "A" and Exhibit "B". The schedule of rates specified in Exhibit "A" and Exhibit "B" shall remain in effect until October 31, 2012. Invoices shall be sent to the Cuyahoga County Corrections Planning Board, 1276 West Third Street, Suite 700, Cleveland, Ohio 44113, by the 5th workday of each month for the previous month's charges.

SECTION IV: NON-TRANSFERABILITY

St. Vincent Charity Medical Center shall not assign, sublet or transfer any part or all of its interest in this Contract without the prior written approval of the Cuyahoga County Common Pleas Court Laboratory, through its Supervisor. If such approval is given, then the terms and conditions of this Contract shall be binding upon the party or parties to whom the Contract is assigned, sublet or transferred.

SECTION V: NOTICES

All notices which may be proper or necessary to be served and payments to be made hereunder shall be sent by regular U.S. mail, postage prepaid, to the following addresses or to such other addresses as either party may hereafter designate for such purpose.

To St. Vincent Charity Medical Center:

Romona Aholt-Haluska
Business Services Representative
Occupational Health
St. Vincent Charity Medical Center
2322 East 22nd Street, Suite 101
Cleveland, OH 44115
V-(216) 363-2691 Ext. 7
Fax: (216) 363-3336
Romona.Aholt@stvincentcharity.com

To Cuyahoga County Common Pleas Court Adult Probation:

Vincent D. Holland, Chief Probation Officer
Cuyahoga County Adult Probation Department
1200 Ontario Street, 7th Floor
Cleveland, OH 44113

SECTION VI: INDEMNIFICATION

The Provider agrees to protect, defend, indemnify and hold the Agency, the County of Cuyahoga, Ohio, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and nature arising out of or in connection with any acts or omissions of the Provider, negligent or otherwise, and its employees officers, agents, or independent contractors. The Provider agrees to pay all damages, costs and expenses of the County the Agency(s), officers, agents, and employees in defending any action arising out of the aforementioned acts or omissions.

SECTION VII: ELECTRONIC SIGNATURE

By entering into this contract I agree on behalf of the contracting not-for-profit hospital, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and year first above written.

County of Cuyahoga, Ohio

Cuyahoga County Common Pleas Court

Edward FitzGerald, County Executive

By:



Edward FitzGerald
County Executive

Date

By:



Honorable Nancy A. Fuerst
Presiding and Administrative Judge

4/17/12

Date

St. Vincent Charity Medical Center

By:



Romona Aholt Haluska
Client Services Representative

Date

1-17-12

Exhibit "A"

CONTRACT BETWEEN CUYAHOGA COUNTY COMMON PLEAS COURT LABORATORY AND ST. VINCENT CHARITY MEDICAL CENTER

Specimen Collection and Drug Testing

St. Vincent Charity Medical Center enters into a Contract to perform urine specimen collections and drug testing for Cuyahoga County Common Pleas Court Laboratory. For the fees, identified below, St. Vincent Charity Medical Center will provide the following services:

1. St. Vincent Charity Medical Center will collect split urine samples utilizing Federal Custody and Control forms for the collection of specimens from DOT regulated individuals and split samples from non-DOT regulated individuals will be collected using a 5 part non-Federal Custody and Control form, for testing billed under this Contract.
2. DOT regulated specimens will be tested by a SAMHSA certified laboratory and positive results confirmed by GC/MS. All non-negative results will be reviewed by a certified Medical Review Officer.
3. Non-DOT regulated specimens will be tested by a SAMHSA certified laboratory and positive results confirmed by GC/MS. All non-negative results will be reviewed by a certified Medical Review Officer.
4. Perform breathalyzer tests when indicated, per DOT regulations.
5. St. Vincent Charity Medical Center will provide final results to Cuyahoga County Common Pleas Court Laboratory within 2 to 5 working days after specimen is collected, barring unforeseen circumstances.
6. Results will contain the clients name, SS#, DOB, collection date, tests requested, test results, reference ranges and any unique identifying number used for identification of the specimen..
7. Drug test results will be reported to the Cuyahoga County Common Pleas Court Laboratory by Fax and/or Web portal. **Test results will not be released over the telephone, except to the Supervisor of the Cuyahoga County Common Pleas Court Laboratory.**
8. The number and type of tests performed on each specimen will be specific for that specimen.
9. Provide services 24 hours/day, seven days/week.

10. Cuyahoga County Common Pleas Court Laboratory will be billed on a monthly basis for the following:

5 drug panel by qualitative immunoassay includes collection and GC/MS confirmation of positive tests	\$36.00
9 drug panel by qualitative immunoassay includes collection and GC/MS confirmation of positive tests	\$ 37.00
BAT testing:	\$ 27.00
Regular specimen collection and BAT testing: Monday through Friday 7:00 AM to 6:00 PM	
After hours (Monday through Friday after 6PM, Weekends and holidays added fee	\$100.00

11. Drugs to be determined by immunoassay and/or by GC/MS:

5 Drug Panel

Cocaine metabolite (benzyloecgonine)
Opiates (codeine, morphine, hydromorphone, oxycodone, hydrocodone,)
6- Acetylmorphine
Marijuana metabolite (Delta-9 THC)
Phencyclidine
Amphetamine (amphetamine, methamphetamine, MDA, MDMA, MDEA)

9 Drug Panel = 5 Drug panel plus:

Barbiturates
Benzodiazepines (lorazepam, nordiazepam, oxazepam, temazepam)
Propoxyphene
Methadone

Immunoassay results to be reported qualitatively.
Confirmation by GC/MS to be reported quantitatively.

Immunoassay Cutoff levels:

Cocaine = 150 ng/mL
Opiates = 300 ng/mL
Marijuana = 50 ng/mL
Amphetamine = 500 ng/mL
Phencyclidine = 25 ng/mL
6-acetylmorphine = 10 ng/mL

GC/MS Cutoff Levels (at indicated levels or lower)

Cocaine = 100 ng/ml

Opiates = Codeine	300 ng/mL	
Morphine	300 ng/mL	
Hydrocodone	300 ng/mL	
Hydromorphone	300 ng/mL	
Oxycodone	300 ng/mL	
6-acetylmorphine	10 ng/mL	
Amphetamine	250 ng/mL	(Amphetamine, methamphetamine, MDA, MDMA, MDEA)
Phencyclidine	25 ng/mL	
Benzodiazepines	300 ng/mL	(Lorazepam, mordiazepam, oxazepam, temazepam)
Methadone	300 ng/mL	
Propoxyphene	300 ng/mL	

12. St. Vincent Charity Medical Center will provide to the Cuyahoga County Court of Common Pleas Drug Testing Laboratory Supervisor at 1276 W 3rd Street, Cleveland, Ohio 44113; FAX 216-443-5541:

- a. Statistical information with each month's billing: a Result Summary will list each individual tested, the date of testing, the tests performed and if the results were positive or negative; listing of number of each test performed and number of positive tests.
- b. A contact list of names and phone numbers of personnel authorized to give verbal results, request specimen pick up and submit additional test requests.
- c. The name, address and phone number of all entities providing services/testing under this Contract.

Exhibit "B"

CONTRACT BETWEEN
CUYAHOGA COUNTY COMMON PLEAS COURT LABORATORY
AND ST. VINCENT CHARITY MEDICAL CENTER

Medical Review Officer

1. **Qualifications of medical review officer (MRO):**
 - d. Licensed Doctor of Medicine or Osteopathy with knowledge of drug abuse disorders;
 - e. Knowledgeable about and have clinical experience in controlled substance abuse disorders including knowledge of alternative medical explanations for laboratory confirmed drug test results;
 - f. Knowledgeable about issues relating to adulterated, substituted and invalid test results and possible medical causes of specimens with invalid results;
 - g. Knowledgeable about DOT MRO guidelines and DOT agency regulations and keep current on any changes to the guidelines and regulations as contained in DOT Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40;
 - h. Complete required continuing education requirements per DOT regulations every 3 years and maintain MRO certification and comply with all MRO rules and regulations.
2. **MRO Scope of Services:**
 - a. The MRO will receive results from specimens that have positive screening tests performed by the Cuyahoga County Court of Common Pleas Laboratory and have been confirmed positive by gas chromatography/mass spectrometry (GC/MS) as well as those classified as adulterated, substituted, dilute or not tested for any other reason;
 - b. The MRO will review all non-negative results and determine if there is an alternative medical explanation. The MRO will make a reasonable effort to contact the donor to inform him/her of the results and obtain any necessary information to make this determination. This may be done by phone interview or face to face. Arrangements for a medical examination may also be made. Only 'laboratory positive' results without an alternative medical explanation will be reported to the employer as positive. For verified positive DOT regulated samples the donor must be informed that they have 72 hours to request a test of the split specimen at another SAMHSA certified laboratory;
 - c. Following the above review, the MRO will also review the custody and control form and then report results as: 'positive', 'negative', 'substituted', 'adulterated' or 'invalid';
 - d. The MRO will report these test results to the employer, the collector and the donor, if applicable;
 - e. The MRO will maintain all records pertaining to test results reviewed for 5 years or longer if requested. All records shall be turned over to either the Laboratory or any new MRO at the end of the contract;
 - f. The MRO will be available for consultation by the Court of Common Pleas Laboratory by phone and for expert testimony requested by the employer or donor.

Arrangements for expert testimony are made by the requestor and not included within the scope of this agreement;

- g. At employers request, participate in determining if there are valid medical reasons for failure to provide a sufficient urine specimen (shy bladder);
- h. The MRO will abide by all Federal, State and local laws, rules and regulations, including those pertaining to confidentiality and disclosure regarding all information and records obtained or reviewed in the course of this contract.

3. Court of Common Pleas Drug Testing Laboratory Scope of Services:

- a. The Court of Common Pleas Laboratory (Laboratory) will provide the MRO with the custody and control forms (CCF's) for each specimen submitted for review by the above criteria. The MRO will receive parts 2, 3 and 4 of the 5-part form. (MRO copy, Collector copy, Employer copy);
- b. The Laboratory will provide the MRO access to all test results regarding any specimen submitted for the review process;
- c. The MRO will be provided a copy of the employer's drug abuse and testing policy and any information regarding the MRO's responsibility to the employers Employee Assistance Program;
- d. The MRO will be provided a copy of the Laboratory's collection procedure and any applicable CCF's;
- e. The Laboratory will abide by all Federal, State and local laws, rules and regulations, including those pertaining to confidentiality and disclosure regarding all information and records obtained or reviewed in the course of this contract;
- f. The Laboratory will collect split samples of all specimens and assume full responsibility for storage and re-testing if required;
- g. The employer will have sole responsibility for any decisions regarding an employee or pre-employee, based on results of testing;
- h. The Laboratory will provide all employer contact information including name, phone number, fax number and address.

4. Cuyahoga County Common Pleas Court Laboratory will be billed on a monthly basis for the following:

MRO Charge (non-negative specimens)	\$ 25.00
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