

RESOLUTION NO. 2004-322

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A LETTER OF AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND DRUG LAB, INC., FOR THE PROVISION OF DRUG SCREENING SERVICES, AND RELATED SERVICES, FOR 2004-2005, FOR THE ST. JOHNS COUNTY ADULT DRUG TREATMENT DIVISION, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County, Florida (County), on behalf of the St. Johns County Adult Drug Treatment Division (SJCADTD), seeks to enter into a Letter of Agreement with Drug Lab, Inc. (DLI), in order to provide drug screening services, and related services for 2004-2005; and

WHEREAS, the SJCADTD has recommended that the County and DLI formalize the relationship, and execute a Letter of Agreement for 2004-2005, so that DLI can provide such drug screening services, and related services for 2004-2005, for the benefit of the SJCADTD;

WHEREAS, the 2004-2005 Letter of Agreement between the County, and DLI establishes the rights, duties, and responsibilities of both the County and DLI with respect to providing drug screening services, and related services; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the 2004-2005 Letter of Agreement (attached hereto, and incorporated herein as Exhibit "A"); and

WHEREAS, the County has determined that accepting the terms of the 2004-2005 Letter of Agreement, and entering into said 2004-2005 Letter of Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

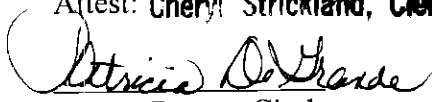
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the 2004-2205 Letter of Agreement for the provision of Drug Screening Services between St. Johns County, Florida, and Drug Lab,

Incorporated, and authorizing the County Administrator to execute the 2004-2005 Letter of Agreement on behalf of St. Johns County.

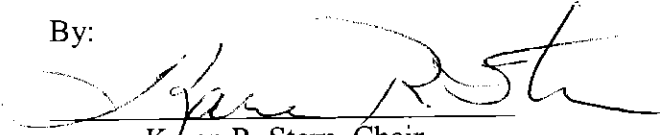
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of November, 2004.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk

  
Deputy Clerk

By:

  
Karen R. Stern, Chair

RENDITION DATE 11-3-04



**LETTER OF AGREEMENT**  
**DRUG SCREENING SERVICES for**  
**ST. JOHNS COUNTY ADULT DRUG TREATMENT DIVISION**

The purpose of this agreement is to specify the drug screening services that will be provided to St. Johns County, hereinafter known as the **COUNTY** by Drug Lab, Inc., hereinafter known as the **DRUG SCREENER**, for the St. Johns County Adult Drug Treatment Division. Understanding the importance of effectively detecting and deterring the use of certain substances by program participants and candidates, both parties agree that timely, accurate screening is of great importance.

**Therefore, the DRUG SCREENER agrees to:**

1. Collect urine samples from program participants and candidates at the primary collection site at EPIC Community Services in St. Augustine, or the St. Johns County Courthouse up to three (3) times per week on the days and times requested by the Program Coordinator for a duration of ninety (90) minutes each time collections are made or until all scheduled samples are collected. Participants and/or candidates will be given a sixty (60) minute time window to report in and ninety (90) minutes total to actually provide a urine sample.
2. Provide the Program Coordinator with the most current version of written lab procedures;
3. During every screening event:
  - A. Closely adhere to written lab procedures;
  - B. Directly observe sample collection by same sex employee;
  - C. Check and record the temperature of the sample;
  - D. Check and record for dilution of the sample (i.e. specific gravity and/or creatinine);
  - E. Check for the presence of nitrates and/or other adulterants;
  - F. Use an approved chain of custody form that provides the donor the opportunity to disclose recent use of any and all substances before the sample is collected;
  - G. Provide a copy of the final Chain of Custody form to the Program Coordinator immediately at the end of each session when samples are collected.
4. Be able to screen for the following substances: cocaine, alcohol, marijuana, opiates, benzodiazepines, amphetamines, methamphetamines, methadone, ecstasy, barbiturates, propoxyphene, OxyContin and other mutually agreed upon substances;
5. Maintain the use of cut-off levels that the Program Coordinator approves;

6. Screen for substances as requested by the Program Coordinator; however, in the absence of any other specific request, screen for cocaine, marijuana and alcohol, as the default.
7. Establish with the assistance of the Program Coordinator and maintain a system by which participants can phone in on a daily basis to find out if they will be required to provide a urine sample each and every day of the year. Such collections will be coordinated with the Program Coordinator and Treatment Provider. Collections will be made on the random days that the Program Coordinator requests each month, to include some Saturdays, Sundays and Holidays;
8. Fax the screening results to the Program Coordinator within 24 hours of collecting the sample under normal conditions and no later than 48 hours otherwise;
9. Follow the program's policy of confirming positive results via GC/MS testing, which involves the challenger paying the DRUG SCREENER eighteen dollars (\$18) that is reimbursable if the challenged screen proves to be negative according to the GC/MS test;
10. GC/MS testing results will be faxed to the Program Coordinator within 96 hours of being sent out for confirmation;
11. Attend Pre-Hearings and/or Hearings when requested by the Program Coordinator to provide insight into questions about cross reactivity, the chain of custody, testing procedures, etc. The Program Coordinator will schedule this appearance with sample collections as to maximize the effectiveness of the DRUG SCREENER's visit.
12. Be available to the Program Coordinator by phone between 8AM and 7PM on a daily basis;
13. Use alternative screening tools such as breathalyzers, oral fluid testing and pupil measurements only after approval of the Program Coordinator. Screenings will normally involve the use of reagents as supplied by the Syva Dade Behring Company;
14. Submit an accurate written invoice requesting payment to the Program Coordinator by the tenth of each month for services rendered the month prior. The invoice will include the number of each type of screen completed, the total amount due and any other reasonable information requested by the Program Coordinator.

**The COUNTY agrees to:**

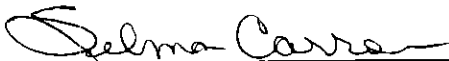
1. Make the Program Coordinator available to coordinate and assist the DRUG SCREENER;
2. Strive to keep the number of samples collected each time to at least ten (10) and a minimum of twenty-five (25) samples per week;
3. Provide the DRUG SCREENER weekly, a list of program participants to include what substances to screen for and each individual's random screening designator such as an assigned number or color;
4. Contingent upon the availability of funding, the COUNTY agrees to compensate the DRUG SCREENER at the following rates:
  - A. \$6 for one panel screen
  - B. \$12 for three panel screen
  - C. \$18 for five panel screen
  - D. \$24 for seven panel screen
  - E. \$30 for nine panel screen

The maximum amount paid under this contract for this one-year term will not exceed seventeen thousand, eight hundred and 00/100 dollars (\$17,800.00) and is subject to the availability of funding.

**TERMS AND TERMINATION:**

The COUNTY and DRUG SCREENER affirm that this agreement shall commence on October 1, 2004 and terminate no later than September 30, 2005, unless earlier terminated as provided herein. Either party may terminate the contract without cause with a minimum thirty (30) days written notice.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_ 2004 in St. Augustine, Florida.



Selma Carrow, Secretary/Treasurer  
Drug Lab, Inc., 613 St. Johns Avenue, Suite 213  
Palatka, FL 32177

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Ben Adams, County Administrator, St. Johns County