

RESOLUTION 2011 - 300

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND GUARDIAN OCCUPATIONAL SERVICES INC., TO PROVIDE DRUG SCREENING S AND RELATED SERVICES FOR FISCAL YEAR 2012; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, St. Johns County, Florida (County), on behalf of the St. Johns County Juvenile Drug Court Program (SJCJDCP), seeks to enter into a Letter of Agreement with Guardian Occupational Services Inc.(OCS), in order to provide drug screening services, and related services for Fiscal Year 2012; and

WHEREAS, the (SJCJDCP) has recommended that the County and OCS formalize the relationship, and execute a Letter of Agreement for Fiscal Year 2012, so that OCS can provide such drug screening services, and related services for Fiscal Year 2012, for the benefit of the SJCJDCP;

WHEREAS, the Fiscal Year 2012 Letter of Agreement between the County, and OCS establishes the rights, duties, and responsibilities of both the County and OCS with respect to providing drug screening services, and related services;

WHEREAS, the County reviewed the terms, provisions conditions, and requirements of the Fiscal Year 2012 Letter of Agreement (attached hereto, and incorporated herein as Exhibit "A"); and

WHEREAS, the County has determined that accepting the terms of the Fiscal Year 2012 Letter of Agreement, and entering into a said Fiscal Year 2012 Letter of Agreement will serve the interest of the County.

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

Section 1. Incorporation of Recitals.

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

Section 2. Authority to Execute.

The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Fiscal Year 2012 Agreement for provisions, of Drug Screening Services between St Johns County, Florida, and Guardian Occupational Services Incorporated, and authorizing the County Administrator to execute the Fiscal Year 2012 Letter of Agreement on behalf of St Johns County.

Section 3. Correction of Errors.

To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 4. Effective Date.

This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 18th day of October, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____

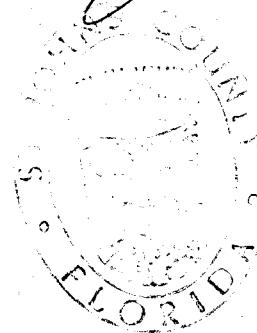
Joseph Bryan
Joseph Bryan, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: _____

Pam Halterman
Deputy Clerk

RENDITION DATE 10/19/11



Letter of Agreement

Drug Screening Services for St. Johns County Juvenile Drug Court Program

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 Guardian Occupational Services hereinafter known as the Drug Screener, for the St. Johns County Juvenile Drug Court Program. Understanding the importance of effectively deterring, identifying and treating substance abuse by program participants and candidates, both parties agree that random, frequent drug screening with timely results is very important. Drug screening results can indicate a need for an adjustment to substance abuse treatment services, sanctions or termination from the drug court program.

Therefore the Drug Screener agrees to:

1. Charge a \$15 flat fee per urine sample to include the following:
 - A 12 panel screen to include alcohol and adulterant screens
 - GC/MS confirmation on all positive results
 - Provide 100% observation of urine sample collection by staff at time of testing
 - Proficiently transport collected urine samples to the lab
 - Customize individual reports to meet the needs of this program
 - Provide detailed monthly invoices to the county by the fifth of the following month of services rendered
 - Available to answer questions on specifics related to drug screening
2. Collect urine samples from program participants and candidates at the primary collection site located at EPIC Community Services. Alternate locations might include, but are not limited to, schools in St. Johns County and/or the Courthouse. Testing may range from one to four times per week, with the times and dates determined by the Program Coordinator. Testing should be completed in a sixty minute time frame with an allotted thirty minute layover in the event the need should arise. The drug court team has indicated a desire for collections to begin at 4:30PM.
3. Provide the Program Coordinator with the most current version of written lab procedures;
4. During every urine collection event :
 - Closely adhere to written lab procedures
 - Directly observe urine sample collections by same sex employees
 - Verify and record the sample's temperature
 - Verify and record the dilution of the sample (i.e. provide creatinine levels)

- Check for the presence of nitrates and / or adulterants
 - Use an approved chain of custody form that provides the donor the opportunity to disclose the use of any mood altering substances before the sample is collected.
 - Provide a copy of the final chain of custody form in which participants admit to drug use to the Program Coordinator.
5. Accurately screen for the following substances with GC/MS confirmation on all identified positive sample collected: Alcohol, Amphetamines, Cannabinoids, Codeine, Clonazepam, Hydrocodone, Hydromorphone, Lorazepam, Methadone, Methamphetamines, Morphine, Phenobarbital, Secobarbital, Pentobarbital, Amobarbital, Desalkylflurazepam, Nordiazepam, Temazepam, Oxazepam, Nitrazepam, a-OH-alprazolam, Propoxyphene Metabolite, Methaqualone, Oxycodone and Oxymorphone and other mutually agreed upon substances.
 6. Maintain the use of cut-off levels approved by the Program Coordinator.
 7. Collections will be made on the random dates that the Program Coordinator requests for each month, to include Saturday, Sunday and Holidays.
 8. Provide by email, the urine screening results within 48 hours of collection and a GCMS confirmation within 72 hours of the sample being collected.
 9. Follow the program policy of confirming positive results via GC/MS testing. These results should be sent to the Program Coordinator upon confirmation from the lab.
 10. Attend pre-hearings and hearings when requested by the Program Coordinator, to provide insight into questions related to drug screening.
 11. Be available to the Program Coordinator by phone or email between the hours of 8am and 7pm on a daily basis.
 12. Use alternative screening tools such as breathalyzers, oral fluid testing only after the approval of the Program Coordinator.
 13. Submit an accurate written invoice, requesting payment to the Program Coordinator, by the fifth of the month for services rendered the month prior. The invoice will include the number of each type of drug screen completed, the total amount due and any other reasonable information requested by the Program Coordinator.

The County agrees to:

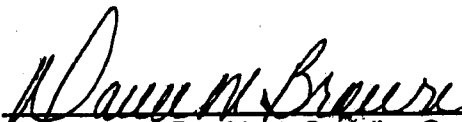
- Make the Program Coordinator available to coordinate and assist the Drug Screener.
- Strive to keep the number of samples collected per request to a minimum of eight.
- Have the Program Coordinator provide the Drug Screener a monthly calendar of the testing dates and their locations.

- Contingent upon the availability of funding, the County agrees to compensate the Drug Screener the flat rate of \$15.00 per sample for a 12 panel urine drug screen, to include testing for alcohol. The maximum amount paid under this contract for this term will not exceed eighteen thousand dollars (\$18,000.00).

Terms and Termination:

The County and Drug Screener affirm that this agreement shall commence on October 1, 2011 and terminate no later than September 30, 2012, unless earlier termination is approved herein. Either party may terminate the contract without cause with a minimum of sixty days written notice.

Agree this 8 day of September 2011 in St. Augustine, Florida.



Dawn Brown, President, Guardian Occupational Services, Inc.
148 Treemont Drive, Orange City, FL 32763

Designated, appropriate St. Johns County Official