

RESOLUTION 2011 - 301

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), St. Johns County Adult Drug Treatment Division (SJCADTD), 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 SJCADTD 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 SJCADTD;

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: _____

Ram Halterman
Deputy Clerk

RENDITION DATE 10/19/11



**LETTER OF AGREEMENT
DRUG SCREENING SERVICES for
ST. JOHNS 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 Guardian Occupational Services, 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. Charge a \$15.00 flat fee per specimen - this will include
 - A. 12 panel urine drug detection including alcohol
 - B. GC/MS confirmation on all positives with quantitative amounts - at no extra charge
 - C. Lab analysis for alterations
 - D. Provide observed urine collections by our staff
 - E. Transport urine specimens to the lab
 - F. Customize reporting to meet the needs of St Johns County Adult Drug Court
 - G. Provide monthly invoicing by the fifth of the following month of services rendered
 - H. Maintain Guardian Occupational Services, Inc #1 goal of provide outstanding customer

2. 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 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.

3. Provide the Program Coordinator with the most current version of written lab procedures;

4. During every screening event:
 - A. Closely adhere to written lab procedures.
 - B. Directly observe sample collection by same sex employee. (Male- male, female- female)
 - C. Check and record the temperate sample.
 - D. Check and record for dilution of the sample (i.e. 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 in which participants admit to drug use to the Program Coordinator.
5. Be able to screen for the following substances with GC/MS confirmation on all identified positive samples: Cocaine, Alcohol, Cannabinoids, Amphetamines, Methamphetamines, Methadone, PCP, Morphine, Codeine, Hydrocodone, Hydromorphone, Phenobarbital, Secobarbital, Pentobarbital, Amobarbital, Desalkylflurazepam, Nordiazepam, Temazepam, Oxazepam, Nitrazepam, Clonazepam, Lorazepam, A-oh-alprazolam, Triazepam, Propoxyphene Metabolite, Methaqualone, Oxycodone and Oxymorphone and other mutually agreed upon substances.
6. Maintain the use of cut-off levels that the Program Coordinator approved, as indicated on the Guardian Occupational Services Inc., chart.
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 urine sample each and everyday of the year. Such collection will be coordinated with the Program Coordinator. Collection will be made on the random dates that the Program Coordinator requests each month, to include some Saturdays, Sundays and Holidays.
8. Provide by email the negative and positive screening results to the Program Coordinator, within 24 hours of collection. Provide all GC/MS positive results within 48 - 72 hours to the Program Coordinator.
9. Follow the program's policy of confirming positive results via GC/MS testing.
10. GC/MS testing results will be emailed to the Program Coordinator as soon as received from the lab performing the 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 by the Program Coordinator by phone / email between 8AM and 7PM on a daily basis.
13. Use alternative screening tools such as breathalyzers, oral fluid testing only after approval of the Program Coordinator.
14. Submit an accurate written invoice requesting payment to the Program Coordinator by the fifth 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.

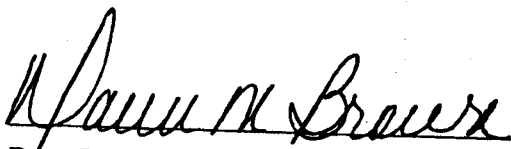
The COUNTY agrees to:

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).
3. Provide the DRUG SCREENER a monthly calendar of the testing days, times, and locations.
4. Contingent upon the availability of funding, the COUNTY agrees to compensate the DRUG SCREENER at the following flat rate of \$15.00 per specimen for a 12 panel urine drug screen, to include testing for alcohol. The maximum amount paid under this contract for this one-year term will not exceed thirty-five thousand, and 00/100 dollars (\$35,000.00) 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, 2011 and terminate no later than September 30, 2012, unless earlier terminated is provided herein. Either party may terminate the contract without cause with a minimum thirty (30) days written notice.

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



Dawn Brown

Guardian Occupational Services, Inc.

148 Treemont Drive

Orange City, Florida 32763

Michael D. Wanchick, County Administrator, St. Johns County