

RESOLUTION NO. 2016 - 255

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A LETTER OF AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND FLORIDA DRUG TESTING INC. TO PROVIDE DRUG SCREENINGS AND RELATED SERVICES FOR FISCAL YEAR 2017; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LETTER OF AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, upon request by St. Johns County Adult Drug Treatment Division (SJCADTD), the St. Johns County, Florida (County) seeks to enter into a Letter of Agreement with Florida Drug Testing Inc.(FDT) to provide drug screenings and related services for the benefit of Adult Drug Court Program; and

**WHEREAS**, the proposed Fiscal Year 2017 Letter of Agreement (attached hereto and incorporated herein) details the rights, duties, and responsibilities of both the County and FDT with respect to providing drug screenings and related services; and

**WHEREAS**, the County reviewed the terms of the Fiscal Year 2017 Letter of Agreement (attached hereto, and incorporated herein), and has determined that executing the letter 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. Approval and Authority to Execute.**

The Board of County Commissioners (Board) hereby approves the terms of the Fiscal Year 2017 Letter of Agreement with FDT to provide drug screenings and other related services to the SJCADTD for the benefit of the Adult Drug Court Program. Additionally, the Board authorizes the County Administrator, or designee, to execute the Fiscal Year 2017 Letter of Agreement on behalf of the 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.

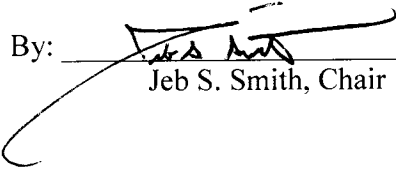
**Section 4. Effective Date.**

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 6 day of September, 2016.

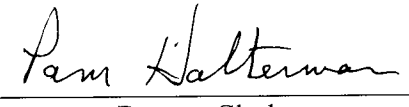
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_

  
Jeb S. Smith, Chair

**ATTEST: HUNTER S. CONRAD, CLERK**

By: \_\_\_\_\_

  
Deputy Clerk

**RENDITION DATE** 9/8/16

**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 Florida Drug Testing, Inc., hereinafter known as the DRUG SCREENER, for the St. Johns County 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 \$20.00 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 Drug Court
  - G. Provide monthly invoicing by the fifth of the following month of services rendered
  - H. Maintain Florida Drug Testing, 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, Oxymorphone, Buprenorphine and ETG and other mutually agreed upon substances.
6. Maintain the use of cut-off levels that the Program Coordinator approved, as indicated on the Florida Drug Testing, 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:

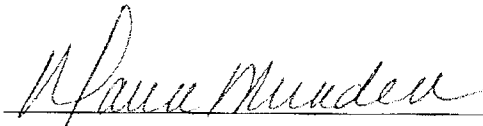
1. Make the Program Coordinator available to coordinate and assist the DRUG SCREENER.
2. Strive to keep the number of samples collected each time to at least ten (10).
3. Provide the DRUG SCREENER a monthly calendar of the testing days, times, and locations.
4. Contingent upon the availability of funding, the COUNTY agrees to compensate the DRUG SCREENER at the following flat rate of \$20.00 per specimen for a 12 panel urine drug screen, to include testing for alcohol. The maximum amount paid under this contract for this twelve month term will not exceed thirty-eight thousand dollars and zero cents (\$38,000.00) 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, 2016 and terminate no later than September 30, 2017, unless earlier terminated is provided herein.

Either party may terminate the contract without cause with a minimum thirty (30) days written notice.

Agree this 6 day of September 2016 in St. Augustine, Florida.



Dawn Munden

Florida Drug Testing, Inc.  
2415 S. Volusia Avenue, Suite A-4  
Orange City, Florida 32763

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