

RESOLUTION NO. 2020 - 362

A 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; 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), 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 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 Letter of Agreement, 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 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 a Letter of Agreement, in substantially the same form and format as attached hereto 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 15 day of September, 2020.

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

By: _____

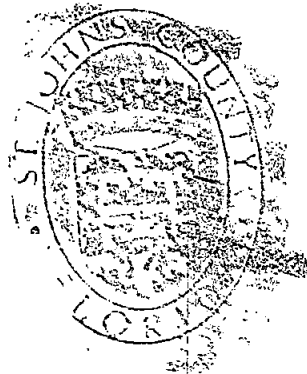
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, CLERK
Clerk of the Circuit Court & Comptroller

RENDITION DATE SEP 17 2020

By: Robert L. Patten

Deputy Clerk



LETTER OF AGREEMENT DRUG SCREENING SERVICES for COURT PROGRAMS IN ST JOHN'S COUNTY

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 Court Programs. 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 Court Programs
 - 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 service
 - I. A mutually agreed upon alternative location such as the Richard O. Watson Judicial Center may also be used.

 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(s) 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(s) 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 temperature of the 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.
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- G. Provide a copy of the final Chain of Custody form in which participants admit to drug use to the Program Coordinator(s).
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(s) approved, as indicated on the Florida Drug Testing, Inc., chart.
 7. Establish and maintain, with the assistance of the Program Coordinator(s), a daily telephone call-in system for participants to call and obtain instructions on random drug screening. The Program Coordinator(s) will designate the urine collection dates to include some weekends and holidays.
 8. Provide the Program Coordinator(s) via email all screening results within 24 hours, and all GC/MS results within 72 hours.
 9. Provide by email the negative and positive screening results to the Program Coordinator(s), within 24 hours of collection. Provide all GC/MS positive results within 48 - 72 hours to the Program Coordinator(s).
 10. Follow the program's policy of confirming positive results via GC/MS testing.
 11. GC/MS testing results will be emailed to the Program Coordinator(s) as soon as received from the lab performing the confirmation.
 12. Attend Pre-Hearings and/ or Hearings when requested by the Program Coordinator(s), to provide insight into questions about cross reactivity, chain of custody, testing procedures, etc. The Program Coordinator(s) will schedule this appearance with sample collections as to maximize the effectiveness of the DRUG SCREENER's visit.
 13. Be available to the Program Coordinator(s) by phone / email on a daily basis between the hours of 8:00am and 7:00pm.
 14. Use alternative screening tools such as breathalyzers, oral fluid testing only after approval of the Program Coordinator(s).
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15. Submit an accurate written invoice requesting payment to the Program Coordinator(s) 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(s).

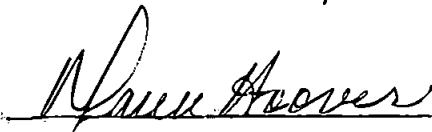
The COUNTY agrees to:

1. ~~Make the Program Coordinator(s) 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. Compensate, contingent on the availability of funding, the DRUG SCREENER \$20.00 per each 12 panel specimen to include alcohol. The maximum amount paid under this contract per 12 month term not to exceed \$57,200.00.

TERMS AND TERMINATION

The COUNTY and DRUG SCREENER affirm that this contract shall commence on October 1, 2020 and terminate no later than September 30, 2023, with an option of (2) one year extensions. Either party may terminate the contract without cause with a minimum thirty (30) days written notice.

Agree this 2 day of Sept. 2020 in St. Augustine, Florida.



Dawn Hoover

Florida Drug Testing, Inc.

2415 S. Volusia Avenue, Suite A-4

Orange City, Florida 32763

Hunter S. Conrad, County Administrator, St. Johns County