

RESOLUTION 2006 - 328

**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 DRUG LAB, INC., FOR THE PROVISION OF DRUG SCREENING SERVICES, AND RELATED SERVICES, FOR 2006-2007, 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 2006-2007; and

**WHEREAS**, the (SJCADTD) has recommended that the County and DLI formalize the relationship, and execute a Letter of Agreement for 2006-2007, so that DLI can provide such drug screening services, and related services for 2006-2007, for the benefit of the SJCADTD;

**WHEREAS**, the 2006-2007 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;

**WHEREAS**, the County reviewed the terms, provisions conditions, and requirements of the 2006-2007 Letter of Agreement (attached hereto, and incorporated herein as Exhibit "A"); and

**WHEREAS**, the County has determined that accepting the terms of the 2006-2007 Letter of Agreement, and entering into a said 2006-2007 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. 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 2006-2007 Agreement for provisions, of Drug Screening Services between St Johns County, Florida, and Drug Lab Incorporated, and authorizing the County Administrator to execute the 2006-2007 Letter of Agreement on behalf of St Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, and this 3<sup>rd</sup> day of October, 2006.

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

By: James E. Bryant  
James E. Bryant, Chairman

**ATTEST: CHERYL STRICKLAND, CLERK**

By: Patricia A. Strickland  
Deputy Clerk



**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 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. 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 for each session that samples are collected.
4. Be able to screen for the following substances: cocaine, alcohol, marijuana, opiates, benzodiazepines, amphetamines, methamphetamines, methadone, ecstasy, barbiturates, OxyContin, XTC, PCP 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 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, if a minimum of 10 samples are received, 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/ETG testing which involves the challenger paying the DRUG SCREENER twenty-five to thirty-five dollars (\$25-\$35), depending on what type of contesting is being requested and where the sample is sent, that is reimbursable if the challenged screen proves to be negative according to the GC/MS test/ETG test.
10. GC/MS testing/ETG testing results will be faxed to the Program Coordinator within 4 working days of being sent out for confirmation;
11. Attend Pre-Hearings and/or Hearings when requested by the Program Coordinator, but no more than once every other month, 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 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;

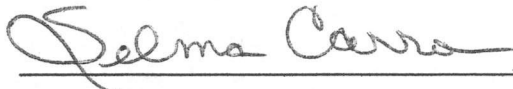
2. Strive to keep the number of samples collected each time to at least ten (10) and a minimum of twenty-five (25) samples per week;
3. Strive to make payment to DRUG SCREENER no later than 21 days from receipt of invoice.
4. Provide the DRUG SCREENER weekly, a list of program participants to include what substances to screen for and each individual's random screening designator such as an assigned number or color;
5. Contingent upon the availability of funding, the COUNTY agrees to compensate the DRUG SCREENER at the following rates:
  - A. 8.25 for one panel screen
  - B. \$14.25 for three panel screen
  - C. \$20.25 for five panel screen
  - D. \$26.25 for seven panel screen
  - E. \$33.25 for nine panel screen

The maximum amount paid under this contract for this one-year term will not exceed twenty-six thousand, and 00/100 dollars (\$26,000.00) 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, 2006 and terminate no later than September 30, 2007, 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 \_\_\_\_\_ 2006 in St. Augustine, Florida.



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Selma Carrow, Secretary/Treasurer

Drug Lab, Inc.

310 S. Palm Ave., Suite 12

Palatka, FL 32177

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Ben Adams, County Administrator, St. Johns County