

LARAMIE COUNTY CONTRACT NO. _____

THIS AGREEMENT is made and entered into this 14th day of September 2022, by and between Laramie County Government, a municipal corporation of the State of Wyoming (County), whose main address is 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82001, and Employee On-Boarding Specialties, LLC (Contractor), whose main address is 3415-A Cheyenne Street, Cheyenne, Wyoming 82001.

RECITALS

1. Laramie County administers random and scheduled drug screening and breath alcohol tests to various classes of Laramie County employees, including holders of Commercial Driver's Licenses; persons who have been involved in motor vehicle accidents; persons who are reasonably suspected of being under the influence of alcohol and controlled substances; and certain applicants for employment to the extent permitted by law.
2. Laramie County wishes to contract with a qualified entity to perform drug collection screening services to be performed according to Rules and Regulations of the Federal Department of Transportation (49 CFR Part 40).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

- A. For Urine Drug Screening, the Contractor agrees to:
 1. Conduct urine drug screening collections using personnel, who have been trained and are certified under Federal Department of Transportation Regulations.
 2. Arrange for urine drug testing by a laboratory which has been certified by the

National Institute on Drug Abuse/Substance Abuse and Mental Health.

- 3. Provide the services of a Medical Review Officer in compliance with Federal DOT standards.**
- 4. Third-Party Services Administration (TPA) to include:**
 - a. Maintenance of database recording all employee testing.**
 - b. Establish random and follow-up drug testing schedules for Laramie County employees, in compliance with current and future Federal DOT standards.**
 - c. Reporting of all positive results or refusals as per FMCSA Clearinghouse guidelines.**
 - d. Maintain appropriate records and provide reports to the Laramie County.**
 - e. Assure that all results will be kept confidential and provided to the Laramie County in a timely manner.**
 - f. Provide detailed reports of testing to Laramie County quarterly and yearly.**
- 5. Provide training upon request to employees and supervisors pursuant to Federal DOT regulations.**

B. For Alcohol Testing and Breath Collections, the Contractor agrees to:

- 1. Conduct breath alcohol testing by certified Breath Alcohol Technicians under Federal DOT regulations using National Highway Traffic Safety Administration approved Evidentiary Breath Testing devices.**
- 2. Perform all the relevant duties contained in Paragraph 1 of the recitals in this Agreement.**

C. The Contractor agrees to perform the following tests:

- 1. Pre-employment testing, to the extent permitted by law;**
- 2. Random testing;**

3. Reasonable Suspicion testing;
4. Post-accident testing;
5. Follow-up testing; and
6. Return-to Duty testing.

- D. The County agrees to compensate the contractor in accordance with the 2022 Services Price List – Effective August 1, which is attached to this contract as Exhibit 1.
- E. The Contractor is an independent Contractor, and nothing contained in this Agreement may be construed to create a relationship of employer and employee. Laramie County has no right to control or direct the details, manner or means by which the Contractor performs services under this Agreement, provided that such services shall be performed to the Laramie County's reasonable satisfaction. The Contractor agrees to pay all truces and fees, including income and social security taxes, that the Contractor is obliged to pay as an independent contractor.
- F. It is mutually agreed and understood that Laramie County or the Contractor may cancel this Agreement at any time provided that notice be given to the other party in writing fifteen days prior to cancellation. Laramie County may cancel immediately for causes if the Contractor does not perform under this Agreement.
- G. This Agreement contains the entire understanding of the parties. There are no other terms or conditions, oral or written, concerning or controlling this matter.
- H. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement will be incorporated by written instrument, executed and signed by all parties to this Agreement.
- I. The construction, interpretation and enforcement of this Agreement is governed by the

laws of the State of Wyoming. The parties agree that the courts of the State of Wyoming have jurisdiction over disputes arising under this Agreement and the parties submit themselves to the personal jurisdiction of said courts. The parties agree that legal proceedings arising from this Agreement shall be initiated only in the courts of the First Judicial District, Laramie County, Wyoming.

- J. The Contractor agrees to comply with all applicable federal, state and local laws and regulations in the performance of the Agreement.
- K. The Contractor consents to random inspection by Laramie County or its designees to ensure compliance with Rules and Regulations of the Federal Department of Transportation (49 CFR Part 40) and all other applicable federal, state and local laws.
- L. The Contractor agrees to indemnify, hold harmless and defend Laramie County from and against any and all liabilities, claims, penalties, forfeitures and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by (1) the Contractor's breach of any term or provision of this Agreement; or (2) any negligent or wrongful act, error or omission by the Contractor, or its employees or subcontractors in the performance of this Agreement. The Contractor acknowledges that it may incur a financial obligation to Laramie County pursuant to the terms of this paragraph.
- M. Laramie County does not waive its governmental immunity for any claim arising out of this Agreement pursuant to any applicable laws, including the Wyoming

Governmental Claims Act, Wyo. Stat. §1-39-101 et seq., as amended.

- N. The Contract shall secure before commencing and maintain during the performance of its obligations under this contract at its own cost and expense, insurance as provided for in Exhibit 2, which is attached and incorporated by reference into this Contract.**
- O. This agreement is for a term of two years beginning on September 14, 2022 and ending on September 14, 2024. may be renewed for two additional years with the written approval of both parties.**

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

**Laramie County Contract No. _____
Contract for Services between Laramie County, WY and
Employee On-Boarding Specialties, LLC**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

CONTRACTOR:
By: Kathleen Parmer, Partner Date 9/15/22

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 9.15.22
Laramie County Attorney's Office