

**AGREEMENT TO PROVIDE DRUG AND ALCOHOL SCREENING**  
**between**  
**LARAMIE COUNTY, WYOMING and EMPLOYEE ON-BOARDING SPECIALTIES**

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Employee On-Boarding Specialties, LLC ("CONTRACTOR"), whose main address is 3415-A Cheyenne Street, Cheyenne, Wyoming, 82001.

**I. PURPOSE**

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

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force and effect until December 31, 2026. CONTRACTOR acknowledges that renewal of this Agreement after the laps of any time period is not guaranteed and is subject to the restrictions provided by applicable law, and to the requirements and terms contained here including, but not limited to, compliance with the terms and this agreement and any other applicable law or regulations.

**III. PAYMENT**

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the 2024 Services Price List attached hereto as Exhibit A, which is fully incorporated herein. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR agrees to conduct urine drug screening collections using personnel, who have been trained and are certified under Federal Department of Transportation Regulations.

- B. CONTRACTOR agrees to arrange for urine drug testing by a laboratory which has been certified by the National Institute on Drug Abuse/Substance Abuse and Mental Health.
- C. CONTRACTOR agrees to provide the services of a Medical Review Officer in compliance with Federal DOT standards.
- D. CONTRACTOR agrees to provide 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 Laramie County;
  - e. Assure that all results will be kept confidential and provided to Laramie County in a timely manner;
  - f. Provide detailed reports of testing to Laramie County quarterly and yearly.
- E. CONTRACTOR agrees to conduct alcohol testing by certified Breath Alcohol Technicians under Federal DOT regulations using National Highway Traffic Safety Administration approved Evidentiary Breath Testing devices.
- F. CONTRACTOR agrees to perform pre-employment testing, to the extent permitted by law.
- G. CONTRACTOR agrees to perform random testing, reasonable suspicious testing, post-accident testing, follow-up testing, and return to duty testing for Laramie County employees.

## V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by

either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

C. Entire Agreement: This Agreement (5 pages), and the attached 2024 Services Price List (1 page) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

D. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

G. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

H. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses

provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

L. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

M. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

N. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

O. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

Q. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when

personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**AGREEMENT TO PROVIDE DRUG AND ALCOHOL SCREENING  
between  
LARAMIE COUNTY, WYOMING and EMPLOYEE ON-BOARDING SPECIALTIES.**

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**CONTRACTOR: EMPLOYEE ON-BOARDING SPECIALTIES**

By: Kathleen Parmer, Partner/CEO Date 9/9/24  
Name:  
Title:

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

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:  Date 9-9-24  
Laramie County Attorney's Office

 <b>Employee On-Boarding Specialties, LLC</b> <b>OCCUPATIONAL HEALTH</b>	3415-A Cheyenne St.
	Cheyenne, WY 82001
	info@employeeonboarding.net
	Phone: (307) 638-2505
	Fax: (307) 634-1025

Physical Abilities Testing (Fit for Duty/includes lift assessment)	\$175.00
WorkSTEPS Physicals (individualized - request pricing)	
<b>Other Clinic Services:</b>	
Ishihara Color-blindness Testing	\$30.00
Snellin Eye Exam w/Peripheral Testing	\$35.00
Finger Stick Blood Sugar	\$20.00
Health Panel Collection Blood Testing (CBC, CMP (or BMP), & Lipid Panel)	\$75.00
Hemoglobin A1C	\$35.00
Administration of provided vaccine	\$30.00
Blood Draw (vials provided by and sent to your lab)	\$35.00
Heavy Metals Testing (Arsenic, Lead, Mercury)	\$225.00
Occupational Exposure Levels (Lead/Zinc)	\$175.00
Tuberculosis Test (PPD) (to be read in 48 hours)	\$45.00
Electrocardiogram (EKG)	\$50.00
Audiometric (Hearing) Testing	\$50.00
Pulmonary Function Testing	\$50.00
OSHA Medical Questionnaire / Respiratory Clearance	\$25.00
Respiratory Fit testing (quantitative)	\$45.00
X-Ray (one view)	\$135.00
X-Ray (one view) with B-Read Assessment (asbestos, silica)	\$185.00
X-Ray (two view)	\$175.00
X-Ray (three view)	\$200.00
Note: X-Rays are performed at Cheyenne Radiology with results sent to us.	

<b>Training Classes:</b>	<b>(Prices are per person, call for group pricing and/or scheduling.)</b>	
American Heart Assoc. - Basic Life Support for Healthcare Providers		\$75.00
American Heart Assoc. - HeartSavers CPR, AED		\$75.00
American Heart Assoc. - HeartSavers First Aid		\$65.00
American Heart Assoc. - HeartSavers CPR, AED, First Aid		\$130.00
DOT Supervisor Reasonable Suspicion Training (per class or program on thumb drive)		\$100.00
DOT Employee Drug Awareness Training (per class or program on thumb drive)		\$100.00

**2024 Drug/Alcohol Testing Services (Effective January 1, 2024)**

**Drug & Alcohol Testing:**

DOT & non-DOT Urine ( <u>Collection</u> Only)	\$40.00
Rapid Screen (6 panel drug)	\$35.00
Rapid Screen (13 panel drug)	\$40.00
Rapid Screen (18 panel drug)    Incl Fentanyl & ETG (Positive ETG confirmation additional)	\$50.00
Lab Confirmation of Positive Rapid Test Results	\$35.00
Lab Confirmation of Positive ETG Test Results	\$45.00
DOT Urine Drug Panel Lab Collection & Testing	\$50.00
Non-DOT Urine 10 Panel Drug Lab Collection & Testing	\$50.00
DOT Oral testing w/Lab (Requires dual testing)	\$75.00
NON-DOT Oral Testing	\$40.00
Urine Alcohol (ETG) only lab test	\$45.00
Hair Follicle Collection Only	\$40.00
Hair Follicle with 5 Panel and Expanded Opiates Collection/Testing	\$90.00
Breathe Alcohol Testing or Confirmation Testing	\$40.00
Out of Town Drug Panel Lab Collection & Testing (Rapid or Lab)	\$70.00
Out of Town Breath Alcohol Testing (using another facility with our authorization)	\$55.00
After Hours Collections (one fee per situation)	\$50.00
Alteration Fee to change a Chain of Custody	\$10.00
Observed Collections (per person observed)	\$30.00
Shy Bladder Fee (per hour)	\$15.00

**2024 Third-Party Administration  
Random Drug Testing Program**

<b>Number</b>	<b>Per Quarter</b>	<b>Per Year</b>
1-2 Employees	\$31.25	\$125.00
3-10 Employees	\$43.75	\$175.00
11-25 Employees	\$62.50	\$250.00
26-50 Employees	\$75.00	\$300.00
50+ Employees	\$87.50	\$350.00

Our staff maintains your employee drug testing program, keeping the listing current, random selections made monthly or quarterly, tests completed, and bi-yearly reports sent for your records. Complies with 49 CFR Part 40 requirements.

**2024 Clinic Services (Effective January 1, 2024)**

**Physical Exams:**

Wellness Clinic Visit (by appointment only)	\$75.00
DOT & Non-DOT Physical Exams (includes vision, urine dip, & whisper test)	\$85.00
Asbestos Physical (includes vision, urine dip, & whisper test) Note: X-Rays, B-Reads, PFTs & OSHA Clearance are separate pricing	\$130.00
Silica Physical (includes vision, urine dip, & whisper test) Note: X-Rays, B-Reads, PFTs & OSHA Clearance are separate pricing	\$130.00
Hazmat Physical (includes vision, urine dip, & whisper test) Note: X-Rays, B-Reads, PFTs & OSHA Clearance are separate pricing	\$130.00