

THIS AGREEMENT is made and entered into this 2nd day of January, 2020, 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~~ ^{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 I of this Agreement.

C. The Contractor agrees to perform the following tests:

1. Pre-employment, to the extent permitted by law.
2. Random
3. Reasonable suspicion
4. Post-accident
5. Follow-up, and
6. Return-to-Duty

D. The County agrees to compensate the Contractor as follows:

1. Federal Drug Screen (Includes Lab and MRO)	\$35.00 each
2. Instant Non-Federal Drug	\$25.00 each
3. Lab Confirmation (Instant Non-Federal Positive Test Results)	\$20.00 each
4. DOT Breath Alcohol Test	\$20.00 each
5. Confirmation of Positive DOT Breath Alcohol Test	\$20.00 each
6. On-Site Fee	\$35.00
Wait Time (on site only)	\$10.00 per hour after first hour
7. Outside County/State Collection	\$30.00 each plus Outside Collection Site Fee
8. Third-Party Services	\$100.00 per year
9. After-Hours Fee	\$50.00
10. Training	\$75.00 per hour

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 taxes 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 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.

- L. 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.

Contractor 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 agreement.

- M. This Agreement is for a term of two years, beginning on November 30, 2019, and ending on November 30, 2021. It may be renewed for two additional years term with the written approval of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed as of this day and year first above written.

LARAMIE COUNTY, WYOMING

(SEAL)
Attest:

EMPLOYEE ON-BOARDING SPECIALTIES, LLC

By: Kathleen Parmer
Name: Kathleen Parmer
Title: Partner

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY



Exhibit 2:
Insurance Requirements for Small Vendor with Miscellaneous Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, and including Stop Gap providing Employers Liability insurance with limit no less than **\$1,000,000** per accident for bodily injury or disease. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos Code 8 (Hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Wyoming, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
6. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be cancelled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract work.**
3. If coverage is cancelled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting period" coverage **for at least five (5) years after completion of contract work.**

Verification of Coverage

Consultant shall furnish the County with copy of policy declarations and endorsement pages as well as original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. Declarations and endorsement pages as well as all original certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.