

Customer Agreement

This Customer Agreement (this "Agreement") contains the terms and conditions that govern the services that will be provided to you or the entity you represent ("Client" or "you") by Mobile Health Diagnostics, LLC (also referred to as "MHD", "we," "us," or "our"). This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. The MHD and Client may individually be referred to as a "Party" or collectively as the "Parties".

Services: We agree to provide you the services ("Services") contained in any applicable Purchase Order or as agreed to between MHD and you in writing (each, a "Project Assignment"). The Quote shall be attached hereto as *Exhibit A* and be subject to the terms and conditions of this Agreement. Subject to the terms of this Agreement, we will render the services set forth in the Project Assignment(s) accepted us (the "Services") by the completion dates set forth therein. Except as otherwise provided in the applicable Project Assignment, we will be free of control and direction from the you (other than general oversight and control over the results of the Services) and will have exclusive control over the manner and means of performing the Services.

Payment Terms:

Client shall pay MDH no more than three thousand five hundred thirty dollars (\$3,230.00) for the Audiometric Testing, as described in Exhibit A. Payment will be made upon receipt of the MDH's invoice to Client. 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.

Service Period Term / Termination: The Service Period shall be for one year from the date of the Customer Agreement. The Service Period will automatically be renewed for successive one year periods unless terminated by either party by providing 60 days written notice. Service fees are subject to annual price increases effective January 1 of each year. Any price increase shall not take effect until a mutual addendum has been executed by both parties.

Requests of Information: We may from time to time request information from you which will be required in order to provide the Services. Failure to supply all such information by the due date specified in the request could result in us having to reschedule your service appointment, you will be charged a mandatory \$495 rescheduling fee ("Information Rescheduling Fee") which is due and payable at the time of rescheduling.

<u>Independent Contractor</u>: The services to be performed by MDH are those of an independent contractor and not as an employee of Client. MDH is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. MDH 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. MDH is free to perform the same or similar services for others.

Entire Agreement: The Customer Agreement (6 pages), and the Quote – Exhibit A dated November 22, 2023 (3 pages) represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

<u>Assignment:</u> 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, which shall not be unreasonably withheld.

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

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

<u>Invalidity:</u> If any provision of this Agreement are held invalid or unenforceable by any court of competent jurisdiction, or if the Client 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 the provisions of this Agreement are fully severable.

<u>Contingencies:</u> MDH certifies and warrants no gratuities, kick-backs 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.

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.

<u>ADA Compliance</u>: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a 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.

Governmental/Sovereign Immunity: Client 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, Client 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.

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.

<u>Conflict of Interest:</u> Client and MDH affirm, to their knowledge, no MDH employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of MDH, 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.

Confidentiality: In connection with the Services to be provided, each Party ("Disclosing Party") may disclose to the other Party ("Receiving Party") certain Confidential Information (as defined below) and the Parties wish to preserve the proprietary, confidential and nonpublic nature of the disclosed Confidential Information. During the term of this Agreement and thereafter Receiving Party (i) will not use or permit the use of the Disclosing Party's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this Agreement. Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as Receiving Party protects its own confidential information of a similar nature, but in no event will it exercise less than reasonable care. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between the Parties, nothing in this Agreement shall limit Receiving Party's right to report possible violations of law or regulation with any federal, state, or local government agency. "Confidential Information" as used in this Agreement means all information disclosed by the Disclosing Party to the Receiving Party, whether during or before the term of this Agreement, that is not generally known in the trade or industry and will include, without limitation: (a) information regarding pricing and scope of Services; (b) trade secrets, drawings, inventions, know-how; (c) information regarding plans for future products or services, development, business plans, business forecasts and budgets; and (d) any information regarding the Disclosing Party's employees or the result of any Services provided by MHD. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to either Party in the course of the their respective business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Receiving Party, (y) is disclosed to Receiving Party by a third party without restrictions on disclosure, or (z) was in Receiving Party's lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by Receiving Party either directly or indirectly from the Disclosing Party. In addition, nothing herein will be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority. All Confidential Information furnished to Receiving Party by the Disclosing Party is the sole and exclusive property of the Disclosing Party, except as specifically provided for in this Agreement.

Insurance: MHD will keep in full force and effect, at its own expense, insurance meeting the requirements set out in Attachment A.

Indemnification: To the fullest extent permitted by law, MDH agrees to indemnify and hold harmless Client, 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 MDH for Client except to the extent liability is caused by the sole negligence or willful misconduct of Client or its employees. MDH shall carry insurance sufficient to cover its obligations under this provision, and shall file certificates of such insurance satisfactory to the Client and approved by the Client.

Force Majeure: If, because of weather, acts of God, strikes or other labor disputes, supplier delays or interruptions, equipment failure, acts of war, terrorism or insurrection or any rule of statutory or other law of the federal or any state or local government which are not the fault or neglect of the party claiming the delay, or other unavoidable cause which is not the fault or neglect of the party claiming the delay, either party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of this agreement.

Respirator Fitting: Client acknowledges, represents, and warrants that it is familiar with Occupational Safety and Health Association Section 1910.134 and that prior to undergoing a respirator fitting, Client's employee must undertake a respirator medical evaluation. In the event such evaluation is not being conducted by MHD, Client acknowledges that it has independently undertaken such an evaluation which is in compliance with Section 1910.134.

Audiometric Testing: Client acknowledges that they are familiar with the requirements of audiometric testing and will provide a suitable testing environment for Mobile Health Diagnostics to perform on-site audiometric testing.

Accessibility: MDH agrees to retain any required records for three (3) years after the Client makes final payment and all other matters relating to the Agreement are concluded. MDH agrees to permit access by the Client or any of its duly authorized representatives to any books, documents, papers and records of the MDH which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by MDH under this contract shall be considered the property of the Client and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the Client, will be turned over to the Client.

Data Entry Services: In the event we are required to enter audiogram data through a channel outside of the Audiogram Import Excel Spreadsheet, an amount of \$2.50 per audiogram will be charged.

Governing Law and Venue:

The parties mutually understand and agree this Addendum and 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 Addendum and 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 Addendum and Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Addendum and Agreement.

Cancellation Provision: In the event that Client or MDH should need to cancel or reschedule Services due to weather, including the need for Client's employees to complete snow removal, any cancellation or rescheduling fees will be waived. In the any other instances where Client cancels any scheduled Services for any facility (or location), Client agree to surrender the Deposit associated with that Project Assignment ("Cancelation Fee"). In addition, Client will be charged a rescheduling fee in the event you reschedule or significantly change the scheduled services for any facility (or location) ("Rescheduling Fee"). The Rescheduling Fee will be 50% of the total cost of the Project Assignment if cancelled 6 or more calendar days prior to your scheduled date. The Rescheduling Fee will increase by 10% for each calendar day thereafter (i.e 60% if cancelled 5 calendar days prior). Client will be charged the entire cost of the Project Assignment if you cancel one day before your Services are scheduled.

Client Documentation Required Acknowledgement: Client understands that the estimated scope of Services is dependent on Client's responsiveness our inquiries, request for information and ability to provide us with the required and requested service documentation.

Client understands that the inability to provide requested service documentation in a timely fashion will effect the estimated scope of work and additional service fees or rescheduling fees may be required. All requested documentation and data are required to be received by our operations team no later than 1 week prior to the agreed upon appointment date.

Limitation on Payment: Client'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 MDH, the Agreement may be terminated by Client at the end of the period for which funds are available. Client shall notify MDH 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 Client knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Client in the event this provision is exercised, and Client 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 Client to terminate this Agreement in order to acquire similar services from another party.

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.

Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[The remainder of this page is intentionally left blank]

CUSTOMER AGREEEMENT Between Laramie County and Mobile Health Diagnostics

ExhibitA



800-331-3218 Linfo@mhdhealth.com Www.mhdhealth.com

WHO WE ARE

Mobile Health Diagnostics specializes in Industrial Hygiene and Workplace Safety. Our goal is to provide you with an unparalleled level of service and state-of-the-art solutions that keep you and your employees safe.

We are an on-site provider that comes to your place business to conduct our services. This convenient and efficient approach has the added benefit of reducing employee downtime. Our amazing technicians are located throughout the continental U.S. When you work with MHD, you get the resources of a national company with the convenience and service level of a local provider.

Regardless of your needs, we offer a broad range of solutions to help ensure the safety of your employees. This includes:

- · Audiometric testing
- · Respirator fit testing
- · Exposure assessments for noise and air
- Pulmonary function testing
- · Medical evaluation questionnaires

WHY CHOOSE MOBILE HEALTH DIAGNOSTICS

TOP-NOTCH TECHNICIANS

Our service delivery team is comprised of veterans, firefighters, police officers, and other former first responders, all of whom undergo rigorous training and hold the appropriate certifications to meet your testing requirements. Our technicians also have comprehensive cross-training in various services so that they can efficiently address multiple testing requirements during a single visit. These individuals have a dedication to employee safety that's unmatched.

STATE-OF-THE-ART TECHNOLOGY

We employ state-of-the-art technology to prioritize employee health and safety. Our OSHA/MSHA approved boothless audiometers have a proven track record of enhanced accuracy and comfort during hearing tests. Our testing method provides active ambient noise monitoring, while the employee maintains control over the test pace.

Mobile Health Diagnostics can provide both qualitative and quantitative respirator fit testing. We have the capability to fit test any NIOSH approved tight-fitting respirator (N95, Half Face, Full Face, SCBA, etc.) with the PortaCount Respirator Fit Tester.

AMAZING SERVICE

MHD partners with you throughout the entire service process. Our dedicated team of experts supports you each step of the way-from preparation for the service day, to addressing compliance queries, to sharing results and guiding you through next steps after service is complete. We go beyond mere testing, constantly striving to create a better work environment for both you and your employees.



Quotation Prepared For

Laramie County Public Works

(307) 633-4302

lanae.mcdonald@laramiecountywy.gov

Quotation Prepared

Alex King

(720) 287-6667

alex.king@mhdhealth.com

Mobile Health Diagnostics

Billing Address

Laramie County Public Works 13797 Prairie Center Cir Cheyenne, WY 82009

Created Date Quote Number 01/30/2024 00007479

| Product | Product Description | Line Item Description | Quantity | Sales Price | Total Price |
|---|---|---|----------|--------------|-------------|
| Full Day - Audiometric Testing | Full Day (8 hours) - Audiometric tests performed by CAOHC Certified Technician(s) - Estimated number of tests dependent on employee roster provided prior to testing | Testing Time: 7am-4pm (1 hour break included) - Estimated 80 Audiometric Tests - 1 MHD Technician & 4 Audiometers | 1 | \$3,090.00 | \$3,090.00 |
| Hearing Conservation Training - Provided PowerPoint Presentation | Provided Powerpoint to use during your annual hearing conservation safety training | | 1 | \$0.00 | \$0.00 |
| Sanitation Supplies | Sanitation supplies for testing day | | 1 | \$60.00 | \$60.00 |
| Data Entry | Customer enters previous employee audiograms into MHD Audiogram Import Excel Document. If MHD administrative team required to enter historical employee audiogram data, MHD administrative team can perform data entry service for \$2.50/employee audiogram. | Customer enters previous employee audiograms into MHD Audiogram Import Excel Document. If MHD administrative team required to enter historical employee audiogram data, MHD administrative team can perform data entry service for \$2.50/employee audiogram. | 1 | \$0.00 | \$0.00 |
| Audiologist Review of Hearing Tests | All completed audiograms will be reviewed by our Certified Audiologist - Our audiologist will provide recommendations and review feedback | | 1 | \$0.00 | \$0.00 |
| Travel | Travel rate for providing services | | 1 | \$380.00 | \$380.00 |
| | | | | Total Price: | \$3,530.00 |



CONTACTUS

Call: (800) 331-3218

Online: www.mhdhealth.com Email: info@mhdhealth.com

Mobile Health Diagnostics specializes in Industrial Hygiene and Workplace Safety. Our goal is to provide you an unparalleled level of service and state-of-the-art solutions that keep you and your employees safe.

LOCAL TECHNICIANS WITH NATIONWIDE COVERAGE

DO THE STREET OF THE PARTY OF T

All MHD services performed by former first responders

MILITARY • FIREFIGHTERS • PARAMEDICS • POLICE OFFICERS

AUDIOMETRIC TESTING



MHD uses the most advanced Audiometric Testing technology in the industry. Testing can be completed in the comfort of an office or boardroom, minimizing downtime, travel expenses, and costly disruptions.

RESPIRATOR FIT TESTING



We can fit test any type of respirator, including N-95 Filtering Face Pieces, Half Face Respirators, Full Face Respirators and SCBA masks. We come to your place of business for an easy and efficient experience for you and your employees.

SERVICES

RESPIRATORY CLEARANCE FORMS



With our respiratory clearance forms, you don't have to send employees off-site for respiratory testing--saving you time and money. Every employee will be able to complete their personal forms from any device with internet access. Available in Spanish.

PULMONARY FUNCTION TESTING



Our experienced and trained technicians are available to perform on-site Pulmonary Function Testing (Spirometry) for your employees. All On-Site technicians have a valid certificate from a National Institute for Occupational Safety and Health (NIOSH) approved course.

EXPOSURE ASSESSMENTS NOISE + AIR



MHD provides consulting services and onsite exposure assessments to determine noise and air quality levels. All results are reviewed and signed off by MHD's Certified Industrial Hygienist or Acoustical Engineer.

Attachment A

Insurance Requirements for CONTRACTOR

CONTRACTOR agrees to procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages as outline below. All policies, endorsements, certificate, and/or binders shall be subject to approval by LARAMIE COUNTY. A lapse in any required insurance coverage during the period agreed upon in the contract shall be considered a breach of said contract. Further, CONTRACTOR shall provide a Certificate of Insurance along with a copy of policy declarations with LARAMIE COUNTY before work/event commences.

MINIMUM SCOPE AND LIMIT OF INSURANCE

- 1. Commercial General Liability (CGL) including Employers Liability (EL): Insurance should be 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 a general aggregate limit of \$2,000,000.00.
- 2. Automobile Liability: Coverage should include automobile liability with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers Compensation (WC): As required by the State of Wyoming, with Statutory Limits. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, LARAMIE COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LARAMIE COUNTY.
- 4. Additional Insured Status: LARAMIE COUNTY, its officers, officials, employees, and volunteers are to be named as additional insureds on the policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be evidenced in the form of an endorsement to the CONTRACTOR's insurance.
- 5. On Going Operation Endorsement: LARAMIE COUNTY, its officers, officials, employees and volunteers are to be named as additional insureds with respect to claim, loss or liability which may arise from ongoing operations performed by CONTRACTOR, its officers, agents, or employees, and if such claim is determined to be the negligence or responsibility of CONTRACTOR.
- 6. **Drone/Unmanned Aircraft System**: Owner/Operator of any drone or unmanned aircraft system shall maintain aviation/rider liability coverage with limits of no less than \$2,000,000 general aggregate limit that includes coverage to property damage and bodily injury.

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

For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary insurance coverage** in respect to LARAMIE COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by LARAMIE COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LARAMIE COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under contract with LARAMIE COUNTY; excluding such liability, claims, losses, damages, or expenses arising from CONTRACTOR'S sole negligence or willful acts.

Self-insured retentions must be declared to and approved by LARAMIE COUNTY before work/event begins. LARAMIE COUNTY reserves the right to require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

Failure to provide LARAMIE COUNTY with original certificates, endorsements and policy declarations as required by this contract shall not waive the CONTRACTOR's obligation to provide said coverage. LARAMIE COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time as well as the right to consult with the CONTRACTOR's insurance agent regarding said relevant policy information.

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