

PROFESSIONAL SERVICE AGREEMENT

The following Terms of the Professional Service Agreement (“Agreement”) are entered into and made effective on the date of execution of this Agreement by both Parties.

BETWEEN:

FRONT LINE MOBILE HEALTH, PLLC, (“Service Provider”), a professional limited liability company organized and existing under the laws of Texas, with its principal office located at 6517 N. Lakewood Drive, Georgetown, TX 78633, info@frontlinemobilehealth.com;

AND:

The City of Keller, Texas (“Contracting Agency”), a governmental agency organized and existing under the laws of Texas, with its principal office located at 1100 Bear Creek Parkway, Keller, TX 76248, which may be contacted at

Email Address: _____

Point of Contact: _____
Name *Phone Number*

Service Provider and Contracting Agency may be referred to herein individually as “Party,” or collectively as “Parties.”

WHEREAS Service Provider is in the business of providing professional medical services relating to Pre-Employment Medical Evaluations, Annual Medical Evaluations, and Psychological Evaluations; and

WHEREAS Contracting Agency will provide such medical services to Contracting Agency’s personnel (“Participants”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

Service Provider will provide the following services to Contracting Agency under the terms of this Agreement:

1. ENTIRE AGREEMENT

- 1.1. This Agreement, recitals, and attachments represent the entire understanding and agreement between Service Provider and Contracting Agency, and supersede all other negotiations, proposals, understandings, and representations (written or oral) made by and between Service Provider and Contracting Agency. This Agreement includes the following attachments which are incorporated herein:

- 1.1.1.Exhibit A, “Requirements” referencing 14 Essential Job Tasks from NFPA 1582 Chapter 6 (Candidates) Chapter 7 (Incumbents)
- 1.1.2.Exhibit B, “Scope of Services and Fee Schedule;”
- 1.1.3.Exhibit C, “Charges for Partially Completed Evaluations and Make-up Policy;”
- 1.1.4.Exhibit D, “Scope of Services and Fee Schedule for Psychological Suitability Evaluations;”
- 1.1.5.Exhibit E, “Examinee Waiver;” and
- 1.1.6.Exhibit F, Contracting Agency Job Descriptions.”

2. TERM

- 2.1. The initial term of this Agreement shall begin on October 1, 2022 (the “Effective Date”) and shall expire on September 30, 2023 (“Expiration Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). After the Initial Term, Contracting Agency shall have the option, in its sole discretion, to renew this Agreement under the same terms and conditions for up to four (4) one-year renewal terms, subject to any price increases as identified in paragraph 2.2.
- 2.2. Service Provider may, at its discretion and subject to approval by Contracting Agency, increase the price for those services identified in Exhibit “B” of this Agreement a maximum of 5% at the start of each year the Agreement is renewed.

3. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

- 3.1. Authority Having Jurisdiction (“AHJ”) means Contracting Agency’s Authority Having Jurisdiction (as that term is defined in NFPA 1582 Section 3.2.2) as an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation or a procedure. The AHJ for Contracting Agency is the City of Keller Fire Chief.
- 3.2. Annual Medical Evaluation: Periodic evaluation of Incumbent Firefighter to assess the Firefighter’s ability to meet the Fire Department’s standards regarding Firefighter fitness, as well as to identify areas of the Firefighter’s medical status that may present future health issues.
- 3.3. Candidate Firefighter: A person whom the Fire Department leadership wants medically evaluated before starting employment
- 3.4. Human Performance Assessment: A series of self-reported standardized behavioral health assessments that measure the Participant’s condition regarding behavioral health attributes that Service Provider has determined impact the Participant’s personal and work performance.
- 3.5. Incumbent Firefighter: A firefighter who has been hired and is no longer a Candidate firefighter.
- 3.6. Pre-Employment Medical Evaluation: A series of laboratory tests, diagnostic exams, hands-on physical exam and consultation with a medical provider to assess whether the Candidate firefighter meets the minimum requirements provided to Service Provider by Fire Department leadership.
- 3.7. Post-Offer Psychological Evaluations: More comprehensive psychological evaluation of Candidate Firefighter conducted by licensed psychologist after a job offer has been made to the Candidate Firefighter.
- 3.8. Psychological Evaluation: More comprehensive psychological evaluation of Candidate Firefighter or Incumbent Firefighter conducted by licensed psychologist

3.9. Psychological Wellness Check: A self-reported Behavioral Health analysis tool using standard psychological tests.

4. COMPENSATION

- 4.1. Contracting Agency will compensate Service Provider for services performed in the amounts specified in the attached Exhibit B, "Fee Schedule."
- 4.2. Contracting Agency will compensate Service Provider for partially completed examinations in accordance with the provisions listed in Exhibit C, "Charges for Partially Completed Evaluations."
- 4.3. The signed Agreement between Service Provider and Contracting Agency, acknowledges that Contracting Agency agrees to Service Provider's "Make-up Policy" provided in Exhibit C.

5. PAYMENT

- 5.1. Service Provider will invoice Contracting Agency for services completed, based on a mutually agreed upon schedule.
- 5.2. If Participants are re-scheduled through a request initiated by Contracting Agency, invoicing will still take place for services rendered according to the billing schedule agreed upon by both Parties.
- 5.3. If Service Provider initiates the re-schedule, then invoicing will be delayed until the evaluation is complete.
- 5.4. Payment is due within 30 days of invoice.

6. NON-APPROPRIATION

- 6.1. This Agreement is a commitment of Contracting Agency's current revenues only for the term of this Agreement.
- 6.2. It is understood and agreed that Contracting Agency shall have the right to terminate this Agreement at the end of any Contracting Agency fiscal year if the governing body of the Contracting Agency does not appropriate funds sufficient to compensate for the services, by providing immediate written notice to Service Provider of the non-appropriation.

7. PROFESSIONAL SERVICES TO BE PROVIDED

- 7.1. Service Provider will work with Contracting Agency /AHJ to develop the medical testing parameters of the Annual Medical Examination for Incumbent Firefighters using the latest version of NFPA 1582, as well as the Job Descriptions provided in Exhibit F of this Agreement, as a basis of the Annual Medical Examination and adding the most recent, best medical science standards, in cardiovascular testing, blood work, and other medical testing to include testing for pulmonary function and cancer.
- 7.2. Service Provider will work with Contracting Agency to provide an annual "Psychological Wellness Check" for Incumbent Firefighters during their Annual Medical Evaluation known as the Human Performance Assessment. The Human Performance Assessment will be conducted by a Physician Assistant or M.D./D.O.

- 7.3. Service Provider will work with Contracting Agency /AHJ to test Candidate Firefighters using standards found in the latest version of NFPA 1582, as well as the Job Descriptions provided in Exhibit F of this Agreement.
- 7.4. Service Provider will work with Contracting Agency /AHJ to provide Candidate Firefighters with an optional entry-level Psychological Evaluation by a qualified Psychologist.

8. LIMITED SCOPE OF MEDICAL EVALUATION

- 8.1. Service Provider's Annual Medical Evaluation is limited to only those services specified in Exhibit B, "Scope of Services" and in compliance with Exhibits C and D, using the latest version of NFPA 1582 with modifications for Incumbent Firefighters.
- 8.2. The Annual Medical Evaluation is intended to meet or exceed those testing parameters as found in the latest version of NFPA 1582, and based on the most updated, adopted, and acceptable medical industry standards.
- 8.3. The Annual Medical Evaluation is conducted for the sole purpose of providing a recommendation to Contracting Agency regarding Participant's medical fitness for duty.
- 8.4. It is understood that medical and psychological evaluations are NOT a functional or occupational assessment. If an Incumbent Firefighter, Candidate Firefighter, or staff participant refuses to acknowledge the limited scope of service or refuses to participate in any part of the evaluation, then Service Provider reserves the right to decline to make a recommendation of that Participant's medical fitness for duty.
- 8.5. It is also understood that an Annual Medical Evaluation alone cannot determine the occupational success of the Participant, and therefore, Service Provider recommends that Contracting Agency combines the Annual Medical Evaluation with other occupational specific evaluations in determining a Participant's overall fitness for duty, such as a job analysis and skill performance for the essential elements of the job.
- 8.6. Contracting Agency acknowledges that Psychological Evaluations cannot determine the occupational success of a Participant, and therefore, Contracting Agency releases Service Provider from any adverse candidate outcome.
- 8.7. This Medical evaluation is partially based on Job Descriptions created and approved by Contracting Agency. See Exhibit F of this Agreement for said Job Descriptions.
- 8.8. AHJ or Contracting Agency is not required to adopt the latest version of NFPA 1582.
- 8.9. Contracting Agency's final authority for work and/or employment will remain with the Fire Chief/AHJ.

9. DISPUTED RESULTS

- 9.1. This Agreement is between Contracting Agency and Service Provider only. SERVICE PROVIDER SHALL NOT HAVE AN AGREEMENT WITH THE PARTICIPANT(S) TESTED.
- 9.2. In the event a Participant disputes the recommendation submitted by Service Provider to Contracting Agency, the resolution of such dispute will be accomplished through the process established by Service Provider and Contracting Agency.
- 9.3. Since medical clearance recommendations by Service Agency are based upon the standards put forth in NFPA 1582, as well as the applicable Job Descriptions and approved modifications

- by Contracting Agency for Participants and agreed upon in this Agreement, any expense incurred for re-testing or re-evaluation will be Contracting Agency's sole responsibility.
- 9.4. Since medical clearance recommendations by Service Agency are based upon the standards put forth in NFPA 1582, as well as applicable Job Descriptions (Exhibit F) with agreed upon modifications and approved by Contracting Agency for Candidate Firefighters and agreed upon in this Agreement, any expense incurred for re-testing or re-evaluation will be the Contracting Agency sole responsibility.

EVALUATIONS PROVIDED

10. ANNUAL INCUMBENT FIREFIGHTER MEDICAL EVALUATIONS

- 10.1. Service Provider will provide an Annual Medical Evaluation for Participants identified by Contracting Agency, as set forth in the attached Exhibit A, "Requirements," and in compliance with Exhibit F," Contracting Agency Job Descriptions."
- 10.2. In addition, Contracting Agency may initiate a change order to add additional lab tests and other components made available by Service Provider at Service Provider's then current pricing.

11. PRE-EMPLOYMENT CANDIDATE FIREFIGHTER MEDICAL EVALUATION

- 11.1. Service Provider will perform Pre-Employment Medical Evaluations and Psychological Evaluations for Contracting Agency, addressing the applicable components listed under the provisions in Exhibit A, "Requirements," and in compliance with the 2022 version of NFPA 1582, as well as the Job Descriptions provided in Exhibit F of this Agreement.

12. LOCATION AND SCHEDULE OF SERVICES TO BE PROVIDED

- 12.1. Annual Medical Evaluations will be conducted by Service Provider at a location mutually agreeable to the Parties.
- 12.2. These Annual Medical Evaluations will be provided on a schedule that is mutually agreeable to the Parties, with the understanding that all Annual Medical Evaluations must be completed by the end of the Agreement Term.
- 12.3. Pre-Employment Medical Evaluations will take place at one of Service Provider's clinics on a schedule mutually agreeable to the Parties.
- 12.4. Service Provider specifically acknowledges that time is of the essence for scheduling Pre-Employment Medical Evaluations and Psychological Evaluations and will make all reasonable efforts to complete such evaluations within the time specified by Contracting Agency.
- 12.5. Contracting Agency acknowledges that it takes no less than two weeks to coordinate, schedule, perform, and to report on any results obtained from the Pre-Employment Medical Evaluations.
- 12.6. Contracting Agency acknowledges that it takes no less than three weeks to coordinate, schedule, perform, and report on any Psychological Evaluations performed for Pre-Employment or Post-Offer Psychological Evaluations. Service Provider reserves the right to conduct Psychological Evaluations via a HIPAA compliant telehealth platform.

13. ADDITIONAL SERVICES

- 13.1. To receive any additional services not provided for under this Agreement, Contracting Agency must separately contract with Service Provider under a change order. No services other than those specifically identified under this Agreement will be provided without a change order.
- 13.2. Additional services may be requested by Contracting Agency at any time and will be consistent with the services and fees set forth in Exhibit B, "Scope of Services and Fee Schedule," of the Agreement.

ADDITIONAL TERMS AND CONDITIONS

14. TERMINATION

- 14.1. Contracting Agency may terminate this Agreement for non-appropriation of sufficient funds, pursuant to **Paragraph 5**.
- 14.2. If either Party materially breaches any covenant under this Agreement, the other Party may notify the breaching Party in writing and, if the breach is not cured within 30 days, the non-breaching Party may terminate this Agreement.
- 14.3. Service Provider may immediately suspend services if it reasonably believes continued service would violate State or Federal law or violate applicable rules of professional conduct. Service Provider shall provide prior notice to Contracting Agency of suspended services.
- 14.4. In the event that this Agreement is terminated prior to the Expiration Date, Contracting Agency shall pay Service Provider for all services actually rendered up to the effective date of termination and Service Provider shall continue to provide Contracting Agency with services requested by Contracting Agency and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Service Provider shall provide Contracting Agency with copies of all completed or partially completed documents prepared under this Agreement. In the event Service Provider has received access to Contracting Agency's information or data as a requirement to perform services hereunder, Service Provider shall return all Contracting Agency provided data to Contracting Agency in a machine-readable format or other format deemed acceptable by Contracting Agency.

15. INDEPENDENT CONTRACTING AGENCY

- 15.1. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. Service Provider's services shall be those of an independent contracting agency.
- 15.2. Service Provider agrees and understands that the Agreement does not grant any rights or privileges established for employees of Contracting Agency.
- 15.3. Service Provider shall not be within protection or coverage of Contracting Agency's Worker Compensation Insurance, Health Insurance, Liability Insurance, or any other insurance that Contracting Agency, from time to time, may have in force for its existing employees.

16. NON DISCLOSURE AND CONFIDENTIALITY

- 16.1. Both Parties to this Agreement agree and understand that from time to time they may receive from each other certain information that is confidential to both Parties, hereinafter "Confidential Information." Contracting Agency understands that: (i) Confidential

Information is commercially and competitively valuable to Service Provider and that it and its protection are vital to the success of Service Provider's business; (ii) the use or disclosure of Confidential Information by Contracting Agency, except in accordance with this Agreement, would cause irreparable harm to Service Provider; and (iii) nothing contained in this Agreement shall prohibit Service Provider from pursuing any remedies, whether at law or in equity, available to Service Provider for a breach or threatened breach of this Agreement, including the recovery of damages from, and injunctive relief against Contracting Agency and its members, both appointed or elected.

- 16.2. During the term of this Agreement and following the termination thereof, Contracting Party, to the extent permitted by law, will not use or disclose, directly or indirectly, any Confidential Information in any manner or for any purpose not in accordance with this Agreement or Texas law.
- 16.3. Upon termination of this Agreement, or at any time upon Service Provider's request, Contracting Party agrees to surrender to Service Provider, or destroy at Service Provider's request, some or all records, notes, notebooks, or the like, relating to Service Provider's operations, products, or business made or received by it during the term of this Agreement.
- 16.4. Upon termination of this Agreement, Contracting Party will return all other Service Provider's property in its custody, and shall be bound by this Non-Disclosure and Confidentiality Agreement.
- 16.5. Notwithstanding the foregoing, Contracting Party may disclose Confidential Information to the extent required by law. As required by the Texas Public Information Act (the "Act"), Contracting Party will notify Service Provider in the event a public information request made to Contracting Party encompasses any information protected by this Agreement. As authorized by the Act, Service Provider may submit arguments against disclosure of the requested information directly to the Office of the Texas Attorney General. Contracting Party will only release the requested information if required to do so by the Office of the Texas Attorney General.

17. HIPAA COMPLIANCE

- 17.1. Service Provider is currently compliant and will remain compliant with all security measures required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").
- 17.2. Contracting Agency acknowledges that once Service Provider has delivered a medical or psychological evaluation recommendation, as outlined in this Agreement, it is Contracting Agency's responsibility to maintain these reports and protect this information as outlined by HIPAA and HITECH.

18. INSURANCE

- 18.1. Service Provider shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance if Service Provider has its own vehicles; and professional liability insurance.
- 18.2. The insurance certificate shall name Contracting Agency, its agents, officers, servants, and employees as additional insureds under the commercial general liability and automobile

policies with respect to the operations and work performed by the named insured as required by written contract.

18.3. The General Liability policy is Primary & Non-Contributory.

18.4. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The commercial general liability insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence, and \$1,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$350,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to Contracting Agency, except in the case of cancellation for non-payment of premium, which shall be at least 10 days written notice.

19. LIABILITY AND INDEMNIFICATION

19.1. **SERVICE PROVIDER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE, AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**

19.2. **FURTHERMORE, SERVICE PROVIDER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SERVICE PROVIDER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, MALFEASANCE, OR INTENTIONAL MISCONDUCT OF SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**

19.3. **FURTHERMORE, TO THE EXTENT PERMITTED BY TEXAS LAW, CONTRACTING AGENCY HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND SERVICE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTING AGENCY'S BUSINESS AND ANY RESULTING COSTS) AND/OR PERSONAL INJURY TO ANY AND ALL PERSONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONTRACTING AGENCY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.**

20. FORCE MAJEURE

20.1. Contracting Agency and Service Provider will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither Contracting Agency nor Service Provider shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited

to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

21. CONFLICTS OF INTEREST

Texas Local Government Code Chapter 176 (“Chapter 176”) requires the disclosure of certain matters by contracting agencies doing business with or proposing to do business with local governmental agencies such as Contracting Agency. Service Provider has reviewed Chapter 176 and, if it is required to do so, will disclose such matters within seven (7) days of the date of submitting this Agreement to Contracting Agency, or within seven (7) days of becoming aware of a matter that requires disclosure, whichever is applicable.

22. NON-BOYCOTT VERIFICATION

For purposes of Chapter 2270 of the Texas Government Code, Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, boycotts Israel. Service Provider agrees that, except to the extent otherwise required by applicable federal law, neither Service Provider nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider, will boycott Israel during the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this clause have the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.

23. NO BUSINESS WITH FOREIGN TERRORIST VERIFICATION

For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, Service Provider represents and warrants that, at the time of execution and delivery of this Agreement, neither Service Provider, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Service Provider engages in business with Iran, Sudan, or any foreign terrorist organization, as described in Chapter 2252 of the Texas Government Code, or is a company listed by the Texas Comptroller under sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this clause has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

24. NO WAIVER

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

25. NONDISCRIMINATION

25.1. Service Provider, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin, including procurements of materials and leases of equipment. Service Provider shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State, or local law.

- 25.2. IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SERVICE PROVIDER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, OR SUCCESSORS IN INTEREST, SERVICE PROVIDER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CONTRACTING AGENCY AND HOLD CONTRACTING AGENCY HARMLESS FROM SUCH CLAIM.

26. RIGHT TO AUDIT

- 26.1. Service Provider agrees that the representatives of Contracting Agency shall have access to, and the rights to audit, examine, and reproduce any and all Service Provider business records related to the performance under this Agreement.
- 26.2. Service Provider shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that Contracting Agency has brought to the attention of Service Provider are resolved, whichever is longer.

27. NOTICES.

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth in the identification of Parties section of this Agreement.

28. CONSTRUCTION

The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement. References to the singular include the plural and vice versa.

29. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

30. COMPLETE AGREEMENT

This Agreement supersedes all prior oral or written agreements and understandings between the Parties respecting the subject matter thereof, and constitutes the entire agreement between the Parties, and cannot be changed unless mutually agreed upon in writing by both Parties.

31. GOVERNING LAW: SUCCESSORS AND ASSIGNS

- 31.1. This Agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with, and construed pursuant to the laws of the State of Texas without regard to its conflict of laws and rules, and both Parties agree to submit to jurisdiction in Texas.
- 31.2. Further, any action arising out of or relating to the performance of the parties hereunder, or the interpretation of this Agreement shall be brought exclusively in a court of competent jurisdiction located in Tarrant County, Texas.

31.3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

32. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

SIGNATURES

“Contracting Agency”

“Service Provider”

THE CONTRACTING AGENCY OF

Front Line Mobile Health, PLLC

By: *Name, Title*

By: *Name, Managing Member*

Date Signed: _____

Date Signed: _____

Approved as to form:

By *Name, Title*

EXHIBIT A

Requirements

NFPA 1582 is not incorporated by reference due to the size of the document. However, these fourteen (14) Essential Jobs tasks are included for reference and can be superseded by the Contracting Agency's job descriptions if provided to Service Provider:

- (1) Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting, and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time periods.
- (2) Wearing an SCBA, which includes a demand-valve-type positive-pressure facepiece or HEPA filter mask, which requires the ability to tolerate increased respiratory workloads.
- (3) Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA.
- (4) Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lbs. (18–23 kg), and carrying equipment/tools weighing an additional 20–40 lbs. (9–18 kg).
- (5) Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C).
- (6) Working alone while wearing PPE and SCBA, searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 165 lbs. (75 kg) to safety despite hazardous conditions and low visibility.
- (7) While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in. (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
- (8) While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards.
- (9) Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.
- (10) Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
- (11) Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions.
- (12) Ability to communicate (i.e., give and comprehend verbal orders) while wearing PPE and SCBA under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers).

(13) Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to members of the public or other team members.

(14) Working in shifts, including during nighttime, that can extend beyond 12 hours.

EXHIBIT B
Scope of Services and Fee Schedule

Exams and Tests to be done

Contracting Agency has chosen the “Partnership” level of services for its Annual Medical Evaluations from Service Provider for the Fiscal Year 2023 contract period.

Service Provider reserves the right, upon prior notice to Contracting Agency, to modify the list of services in this Exhibit in the event better results can be obtained by using different lab tests or methodologies. Cost will not change without the approval of the Contracting Agency.

Additional lab tests are available and can be added to this Agreement at Service Provider’s then current pricing through the Change Order process established by Service Provider.

For the 2022-23 fiscal period, the general scope of services to be performed by Service Provider for an Annual Medical Evaluation includes, but is not limited to, the following:

PARTNERSHIP LEVEL LAB TESTS AND PHYSICAL EXAMS
Personalized Risk Assessment
Health Questionnaire & Screening
Annual Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Prostate Specific Antigen (male) or CA-125 (female)
• Urinalysis, with microscopic
• Fecal Occult Blood
• C-Reactive Protein
• Uric Acid
• HBA1C
• Cortisol
• TSH (Thyroid)
Vision Screening
Body Composition Analysis
Audiogram
Cardiopulmonary Exercise Test (CPET)
Chest Radiograph (X-Ray)
Cancer Screening Ultrasound: thyroid, testicular (male only), abdomen (liver, gallbladder, pancreas, spleen, kidneys, ovaries, non-invasive)

The price for PARTNERSHIP for the 2022-23 fiscal contract period is \$850 per Participant and is subject to change in subsequent years.

Pre-Employment Medical Evaluations

In recognition of the importance of only hiring physically and mentally qualified people, Service Provider offers a comprehensive set of exams and lab tests to Contracting Agency.

For the 2022-23 fiscal contract period, Service Provider is making available as an option three tiers of Pre-employment Medical Evaluations, so that the Contracting Agency can choose the level of testing and cost to be undertaken. The choice of tier selected initially can be changed throughout the year depending upon the requirements of Contracting Agency.

The entry-level candidate Pre-employment Medical Evaluation is the Foundations Tier, and it is composed of the following lab tests and exams:

CANDIDATE PHYSICAL -FOUNDATIONS TIER
MEDICAL EVALUATION OF CANDIDATES
Individualized Health Risk Appraisal
Medical History Questionnaire & Screening
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine
Vision test (distance/color/peripheral)
Hernia Exam
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Urinalysis, with microscopic
• Drug Screen 11 w/ETOH
• Uric Acid
• HBA1C
Audiogram
Body Composition Analysis
Cardiopulmonary Exercise Test (CPET)

Cost of Candidate Physical-Foundations Tier per Participant is \$800.00. This is subject to change in subsequent years.

Please note: In accordance with paragraph 12.5, if a request is made by Contracting Agency to do a candidate evaluation in less than two weeks, Service Provider may apply a \$250 per exam expediting

charge. In the event such a charge is required, Service Provider will notify Contracting Agency in advance of starting the evaluation.

The next tier of Pre-employment medical evaluation is performed at the Essentials Tier. It provides the following more extensive list of lab tests and exams:

CANDIDATE PHYSICAL - ESSENTIALS TIER
MEDICAL EVALUATION OF CANDIDATES
Individualized Health Risk Appraisal
Medical History Questionnaire & Screening
Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine
Vision test (distance/color/peripheral)
Hernia Exam
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Prostate Specific Antigen (male) or CA-125 (female)
• Urinalysis, with microscopic
• Fecal Occult Blood
• C-Reactive Protein
• QuantiFERON Gold (TB Test- Blood)
• Hepatitis Profile
• Drug Screen 11 w/ETOH
• Uric Acid
• HBA1C
• TSH Third Generation
• Tetanus IGG
• Measles, Mumps, Rubella (MMR)
• Lipoprotein (a)
Audiogram
Body Composition Analysis
Chest X-Ray
Cardiopulmonary Exercise Test (CPET)

Cost per Participant at the Essentials Tier level for the 2022-23 fiscal contract period is \$1,200. This is subject to change in subsequent years.

The highest tier Pre-employment Medical Evaluation is performed at the Partnership Tier. It provides the following most extensive list of lab tests and exams:

CANDIDATE PHYSICAL - PARTNERSHIP TIER
MEDICAL EVALUATION OF CANDIDATES
Individualized Health Risk Appraisal
Medical History Questionnaire & Screening
Human Performance Assessment
Physical Examination & Consultation w/ Medical Provider w/ range of motion on all extremities and spine
Vision test (distance/color/peripheral)
Hernia Exam
LABORATORY ANALYSIS:
• Complete CBC
• Lipid Panel
• Comprehensive Metabolic Panel
• Prostate Specific Antigen (male) or CA-125 (female)
• Urinalysis, with microscopic
• Fecal Occult Blood
• C-Reactive Protein
• QuantiFERON Gold (TB Test- Blood)
• Coagulation Studies (PT, PTT, INR)
• Hepatitis Profile
• Drug Screen 11 w/ETOH
• Uric Acid
• HBA1C
• TSH Third Generation
• Sickle Cell Screen
• Blood Type (ABO and RH Type)
• Tetanus IGG
• Measles, Mumps, Rubella (MMR)
• Lipoprotein (a)
• Heavy Metals
• Cholinesterase
Audiogram
Body Composition Analysis
X-Ray- Chest PA/Lat, Cervical, Thoracic, and Lumbar Spines
Cardiopulmonary Exercise Test (CPET)

The cost per Participant at the Partnership Tier level is normally \$1,600 in the 2022-23 fiscal contract period, but since the Contracting Agency has chosen the Partnership level for the Annual Medical

Evaluations to the Partnership Tier, the cost per Participant for the Candidate-Partnership Tier drops to \$1,300 for the 2022-23 fiscal contract period. Price is subject to change in subsequent years.

Exhibit C
Charges for Partially Completed Evaluations

In the event a Participant of Contracting Agency withdraws and does not complete the entire 4-Step process conducted by Service Provider, cancellation charges will be billed to Contracting Agency, based on how many of the steps have been completed by the participant. The charges will be based on the following:

1. If a Participant (Incumbent or Candidate Firefighter) withdraws or is withdrawn after the roster of names has been submitted to Service Provider, but before any specimens are collected or lab tests have taken place, a charge of 25% of the cost for an annual or candidate physical will be assessed.
2. If a Participant withdraws after the specimen collection and lab tests, but before any physical testing has taken place, the charge will be 50% of the cost for an annual or candidate physical.
3. If a Participant withdraws after the physical testing, but before the medical examination and one-on-one consultation with the medical provider, the charge will be 75% of the cost for an annual or candidate physical.
4. Once the medical exam and consultation have taken place, 100% of the charge will be due.

In the event a Participant withdraws from the process due to injury, FLMA, deployment, or other extenuating circumstances, Service Provider and Contracting Agency agree to negotiate an appropriate cancellation charge, depending on if/when the Participant is scheduled to resume duties.

Make-up Policy

Service Provider will coordinate and reschedule any portion of the Annual Medical Evaluation directly with any member that was not available during the pre-determined event schedule for up to 30 days after the last scheduled medical exam and provider consultation (#4) as listed above. After 30 days, Contracting Agency accepts the responsibility to coordinate with Service Provider for these services. Service Provider will bill for partially completed exams as referenced above after 30 days for all services rendered. Make-ups will occur at one of Service Provider's physical offices and not Contracting Agency's location.

Exhibit D

Scope of Services and Fee Schedule for Psychological Suitability Evaluations

The purpose of this optional psychological screening, conducted by the Front Line staff forensic psychologist, is two-fold. When evaluating potential Candidate Firefighters, the goal is to screen out or deselect candidates who do not meet minimum requirements and standards. When evaluating sworn officers considered for promotion or movement to positions of greater responsibility, the goal is to select-in or identify the best candidates from among those who have already been determined to meet minimum qualifications.

The psychological evaluation is conducted at the post-offer phase or during the promotion evaluation phase, although both include an assessment of normal-range personality traits and characteristics. The test scores are interpreted within the context of other information gathered from interviews, behavioral observations, reviews of psychological and other relevant medical records, as well as information provided by third parties (e.g., background investigators, health professionals). The integration of information from across a variety of sources serves to strengthen the confidence placed in the resulting inferences.

SUITABILITY EVALUATION
Individualized evaluation
Review of Department Documents (investigation, polygraph)
Clinical Interview with Psychologist
Psychological Testing:
• Personality Assessment Inventory (PAI)
• State and Trait Anxiety Inventory (STAXI)
Completed Risk Matrix
Dichotomous Recommendation for Hire

The cost per suitability evaluation for the 2022-23 fiscal contract period is \$475.00 per Participant.

**Exhibit E
Examinee Waiver**

**Scope of Service
To be signed by each Participant examined**

By initialing and signing below, I acknowledge that I understand the scope of the medical services I receive today is solely to identify whether I am physically and mentally able to continue to perform my essential job duties without undue risk of harm to myself or others, in accordance with the standards established under the National Fire Protection Association 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments, 2022 Edition).

Initial _____

I acknowledge and understand that Front Line Mobile Health, PLLC, is not establishing a patient-provider relationship. This evaluation is performed pursuant to the Professional Services Agreement between Front Line Mobile Health, PLLC, and your department, and/or Texas Local Government Code, Chapter 143 (if applicable), and/or your department's labor/management agreement (if applicable) and it does not replace those evaluations or health care treatment plans recommended by my primary care physician/manager or other specialty provider. I will discuss any abnormal findings or results with my primary care physician/manager for a comprehensive diagnosis and treatment plan.

Initial _____

Please note that due to the sensitivity of the testing equipment and lab procedures used by Front Line Mobile Health, PLLC, abnormal results and findings, along with revaccination or intervention after certain exposures, may be detected that are of insignificant physiological importance concerning your ability to perform your duties. However, they may warrant a recommended referral to your primary care physician/manager. You are encouraged to discuss these abnormal results and findings with them. Please note that Front Line Mobile Health, PLLC, will not reimburse you or your department for the cost of any appointments, additional examinations, or testing you and your primary care physician choose to undertake.

Initial _____

This Annual Medical Evaluation consists of an examination of major body systems, the analysis of laboratory results, radiographic studies, online questionnaires, and various other diagnostic studies. All findings and results are strictly confidential and will be provided only to me, unless I provide a separate written consent for their release. However, I fully understand and acknowledge that the specific information, results, and findings from the medical examination, evaluation, laboratory results, and medical findings, will form the basis of the Medical Director's recommendation to the Fire Department regarding my continued fitness for duty.

Initial _____

Non-identifiable aggregated medical and health information gathered from this and other co-workers' medical examinations will be used to monitor acute and long-term effects of the working environment; detect patterns of disease in the workforce; provide quantifiable medical information on the entire workplace; to inform others in the workforce of the occupational hazards of your occupation; and for research studies that will be used to identify patterns, make correlations, and drive positive change in your chosen profession.

Initial _____

I acknowledge that the Fire Chief, his/her designee, or the Authority Having Jurisdiction makes the final determination on employment, work restrictions and adherence to medical recommendations. Front Line Mobile Health, PLLC, and its medical director have no authority or jurisdiction as it relates to my work status; they only make recommendations. If I wish to question or contest the results of this exam, I must do so using the rules and regulations adopted in the Professional Services Agreement between my organization and Front Line Mobile Health, PLLC.

Initial _____

Examinee Signature

Date

Copy: Examinee
Medical File

Exhibit F
Contracting Agency Job Descriptions

Printed Name: _____
Signature: _____
Date: _____

JOB DESCRIPTION
City of Keller, Texas

JOB TITLE: Battalion Chief - Operations
REPORTS TO: Deputy Chief of Fire and EMS Operations

DATE: 1/2020
FLSA: Non-exempt

JOB SUMMARY:

Under direct supervision of the Deputy Chief of Fire and EMS Operations, the Battalion Chief - Operations is responsible for overseeing station operations, supervising, training and evaluating personnel, commanding emergency incidents, and coordinating the deployment of physical resources on his/her assigned shift. At emergencies, incumbent shall perform duties of initial incident commander or assist with command by coordinating local, automatic, and mutual aid resources. Other duties include budget and purchasing activities, developing operational procedures, interacting with other city employees and the public.

ESSENTIAL JOB FUNCTIONS:

1. Assumes initial command of emergency incidents and directs the activities of responding companies.
2. Manages fire companies for the Operations Division and maintains proper staffing levels for their assigned shift.
3. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, work cooperatively and jointly to provide quality customer service, and assist with fire department accreditation.
4. Conducts post-incident analysis briefings.
5. Conducts and evaluates multi-company drills.
6. Establish response readiness to quickly respond to all assignments.
7. Prepare written evaluations of subordinates and counsel subordinates as needed to maintain good lines of communication and a high level of morale in the department.
8. Responsible for the enforcement of all City of Keller and fire department rules and regulations as well as all department standard operating procedures.
9. Efficiently apply resources to control hazardous or potentially hazardous situations and deal with medical emergencies.
10. Execute a thorough action plan as a strategist on the fire ground and in other emergency situations.
11. Assist in carrying out the Emergency Management Plan for the City as assigned to the Fire Department.
12. Assist in budgeting for the Fire Department needs and follow procurement procedures.
13. Performs special studies and research as requested by the Fire Chief and makes recommendations on changes and improvements to department practices and procedures.
14. After regular business hours and on weekends and holidays, acts as the Fire Chief in the absence of the Fire Chief and Deputy Chief.
15. Participate in physical fitness training to meet and maintain required level of physical fitness as established by the department.

JOB DESCRIPTION: Battalion Chief

OTHER JOB FUNCTIONS:

1. Perform other duties as required.

MINIMUM QUALIFICATIONS:

1. Associate's Degree in a directly related field from an accredited college or university. Bachelor's degree from an Accredited College or University preferred.
Effective 10/1/20: Bachelor's degree in a directly-related field from an accredited college or university.
2. Eight (8) years' experience within the Operations Division of the City of Keller Fire Department and currently hold the rank of Fire Captain.
3. Advanced Firefighter certification from the Texas Commission on Fire Protection. Master Firefighter certification preferred.
4. Fire Instructor II certification from the Texas Commission on Fire Protection.
5. Fire Officer II certification from the Texas Commission on Fire Protection.
6. Emergency Medical Technician-Paramedic certification or licensure from the Texas Department of State Health Services required.
7. Fire Investigator certification, or Arson Investigator certification if licensed as a peace officer, from the Texas Commission on Fire Protection within one year of assignment.
8. Requires effective verbal and written communication skills.
9. Requires attention to detail, effective organization skills, and successful time and project management ability.
10. Valid Texas Drivers' License and a safe driving record in accordance with the current policy in affect with the City of Keller.
11. Good vision - Per the medical requirements established by the current edition of National Fire Protection Association Standard 1582.
12. Meet the other requirements as described in the document titled, "Firefighters Minimum Physical Requirements for Essential Job Tasks," as established and maintained by the City of Keller Human Resources Department.

WORK ENVIRONMENT:

Incumbent may be exposed to serious physical dangers and all weather and temperature extremes. Incumbent may work under stressful conditions demanding a great deal of physical strength and agility, mental alertness and concentration. When not engaged in emergency operations incumbent works under normal conditions. Duties require that employee wear and use prescribed safety gear and follow department safety regulations and policies. Employee normally assigned to rotating shifts, which consists of 24 hours on duty followed by 48 hours off duty, but may be assigned to the day shift consisting of a 40 hour work week, as required. Incumbent will be required to attend scheduled departmental staff meetings and make public presentations as requested.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee may be required to grasp, handle, lift and carry up to 30 pounds constantly, 65 pounds frequently. Employee may occasionally be required to grasp, handle, lift, carry and/or drag in excess of 200 pounds.

Printed Name: _____
Signature: _____
Date: _____

JOB DESCRIPTION
City of Keller, Texas

JOB TITLE: Fire Captain
REPORTS TO: Battalion Chief - Fire Operations

DATE: 3/28/2019
FLSA: Non-exempt

JOB SUMMARY:

Under direct supervision of the Fire Operations Battalion Chief, the Fire Captain supervises and coordinates the activities of assigned subordinates towards successful implementation of all departmental standard operating procedures and medical protocols. Incumbent may assist in the updating and development of departmental goals and objectives. In emergency situations, incumbent must carry out tasks assigned by the Incident Commander, utilizing personnel and resources under their direct supervision.

ESSENTIAL JOB FUNCTIONS:

1. Supervise personnel, the fire and/or ambulance company or companies assigned to the fire station.
2. Establish response readiness to quickly respond to all assignments.
3. Prepare written evaluations of subordinates and counsel subordinates as needed to maintain good lines of communication and a high level of morale in the department.
4. Plan daily station activities and organize the routine station duties of maintaining operational readiness of all firefighting equipment and the fire station facility.
5. Respond to emergencies by the most direct route.
6. Responsible for the enforcement of all fire department rules and regulations as well as all department standard operating procedures.
7. Efficiently apply resources to control hazardous or potentially hazardous situations and deal with medical emergencies.
8. Execute a thorough action plan as a strategist on the fire ground and in other emergency situations.
9. Assist in carrying out the Emergency Management Plan for the City as assigned to the Fire Department.
10. Assist in budgeting for the Fire Department needs and follow procurement procedures.
11. Participate in physical fitness training to meet and maintain required level of physical fitness as established by the department.

OTHER JOB FUNCTIONS:

1. Perform other duties as required.

JOB DESCRIPTION: Fire Captain

MINIMUM QUALIFICATIONS:

1. Associate's degree in a directly related field from an accredited college or university.
2. Four (4) years' experience within the Operations Division of the City of Keller Fire Department and currently hold the rank of Driver/Engineer or Field Training Paramedic.
3. Intermediate Firefighter certification from the Texas Commission on Fire Protection.
4. Fire Instructor II certification from the Texas Commission on Fire Protection.
5. Fire Officer I certification from the Texas Commission on Fire Protection.
6. Emergency Medical Technician-Paramedic certification or licensure from the Texas Department of State Health Services.
7. Requires effective verbal and written communication skills.
8. Requires attention to detail, effective organization skills, and successful time and project management ability.
9. Valid Texas Drivers' License and a safe driving record in accordance with the current policy in affect with the City of Keller.
10. Good vision - Per the medical requirements established by the current edition of National Fire Protection Association Standard 1582.
11. Meet the other requirements as described in the document titled, "Firefighters Minimum Physical Requirements for Essential Job Tasks," as established and maintained by the City of Keller Human Resources Department.

WORK ENVIRONMENT:

Incumbent may be exposed to serious physical dangers and all weather and temperature extremes. Incumbent may work under stressful conditions demanding a great deal of physical strength and agility, mental alertness and concentration. When not engaged in emergency operations incumbent works under normal conditions. Duties require that employee wear and use prescribed safety gear and follow department safety regulations and policies. Employee normally assigned to rotating shifts, which consists of 24 hours on duty followed by 48 hours off duty, but may be assigned to the day shift consisting of a 40 hour work week, as required. Incumbent will be required to attend scheduled departmental staff meetings and make public presentations as requested.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee may be required to grasp, handle, lift and carry up to 30 pounds constantly, 65 pounds frequently. Employee may occasionally be required to grasp, handle, lift, carry and/or drag in excess of 200 pounds.

Printed Name: _____
Signature: _____
Date: _____

JOB DESCRIPTION
City of Keller, Texas

JOB TITLE: Driver / Engineer
REPORTS TO: Fire Captain

DATE: 3/28/2019
FLSA: Non-exempt

JOB SUMMARY:

Under direct supervision of a Fire Captain or other higher-ranking officer, the incumbent performs fire suppression and prevention, emergency medical services, rescue, and salvage duties. Incumbent must work within the guidelines set forth in the departmental standard operating procedures (SOP's), regulations, and medical protocol, while working on routine assignments and emergency incidents.

ESSENTIAL JOB FUNCTIONS:

1. Answer fire, rescue, medical, and other emergency calls.
2. Perform all tasks associated with basic firefighting which include, but are not limited to: carrying hoses and connecting to water supplies, setting up and climbing ladders, applying water and chemical streams, ventilating buildings, participating in salvage operations, performing rescue duties on the fire ground and accident scene, and administering basic life support.
3. Drive, operate, inspect, maintain, inventory, and repair any apparatus/vehicle and equipment in the department.
4. Maintain complete knowledge of apparatus/vehicle, pumps and equipment carried on apparatus/vehicle and keeps the apparatus/vehicle and equipment ready for use.
5. Conduct training of other personnel on proper use, operation, and maintenance of apparatus/vehicles and equipment.
6. Take charge of patient care in emergency medical situations requiring paramedic training and communication with medical experts.
7. Perform maintenance on the fire station, fire apparatus and equipment.
8. Maintain and upgrade certifications by attending various training courses.
9. Memorize district and facilities within district, streets, hydrants, sprinkler connections, and Fire Department Key Boxes.
10. Prepare various written reports.
11. Participate in physical fitness training to meet and maintain required level of physical fitness as established by the department.

OTHER JOB FUNCTIONS:

1. Upon obtaining Fire Inspector certification, incumbent will also:
 - Enforce fire codes and promote fire prevention activities by inspecting buildings and equipment, identifying fire hazards and fire code violations, issuing written violations, following up on inspections, working with business owners to reconcile compliance issues, and conducting demonstrations to public groups on fire safety education
 - Perform administrative duties by preparing reports of inspections and entering inspection reports into the computer.

OTHER JOB FUNCTIONS (con't)

2. Conduct pre-fire planning activities.
3. Assume duties of firefighter/paramedic as required or directed.
4. Perform other duties as required.

MINIMUM QUALIFICATIONS:

1. Meet all qualifications of Firefighter/Paramedic.
2. Two years' experience within the Operations Division of the City of Keller Fire Department.
3. Basic Firefighter certification from the Texas Commission on Fire Protection.
4. Driver Operator certification from the Texas Commission on Fire Protection.
5. Fire Instructor I certification from the Texas Commission on Fire Protection.
6. Fire Inspector certification from the Texas Commission on Fire Protection within one year of assignment.
7. Emergency Medical Technician-Paramedic certification or licensure from the Texas Department of State Health Services.
8. Thirty (30) college hours from an accredited college or university.
9. Establish and maintain good working relationships with fellow employees, superiors, and citizens.
10. Valid Texas Drivers' License, minimum non-CDL Class B exempt, and a safe driving record in accordance with the current policy in affect with the City of Keller.
11. Good vision - Per the medical requirements established by the current edition of National Fire Protection Association Standard 1582.
12. Meet the other requirements as described in the document titled, "Firefighters Minimum Physical Requirements for Essential Job Tasks," as established and maintained by the City of Keller Human Resources Department.

WORK ENVIRONMENT:

Incumbent may be exposed to serious physical dangers and all weather and temperature extremes. Incumbent may work under stressful conditions demanding a great deal of physical strength, agility, mental alertness and concentration. When not engaged in emergency operations, incumbent works under more normal conditions. Driver/Engineer is required to wear and use prescribed safety gear and follow department safety regulations and policies. Incumbent normally assigned to a rotating shift of 24 hours on duty followed by 48 hours off duty, however some overtime may be required.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee may be required to grasp, handle, lift and carry up to 30 pounds constantly, 65 pounds frequently. Employee may occasionally be required to grasp, handle, lift, carry and/or drag in excess of 200 pounds.

Printed Name: _____
Signature: _____
Date: _____

JOB DESCRIPTION
City of Keller, Texas

JOB TITLE: Firefighter/EMT
REPORTS TO: Fire Captain

DATE: 3/22/2022
FLSA: Non-exempt

JOB SUMMARY:

Under direct supervision of a Fire Captain or other higher-ranking officer, the incumbent performs fire suppression and prevention, emergency medical services, rescue, and salvage duties. Incumbent must work within the guidelines set forth in the departmental standard operating procedures (SOP's), regulations, and medical protocols, while working on routine assignments and emergency incidents.

ESSENTIAL JOB FUNCTIONS:

1. Answer fire, rescue, medical, and other emergency calls.
2. Perform all tasks associated with basic firefighting which include, but are not limited to: carrying hoses and connecting to water supplies, setting up and climbing ladders, applying water and chemical streams, ventilating buildings, participating in salvage operations, performing rescue duties on the fire ground and accident scene, and administering basic life support.
3. Take charge of patient care in emergency medical situations within the scope of practice and medical protocols for an Emergency Medical Technician.
4. Perform maintenance on the fire station, fire apparatus and equipment.
5. Maintain and upgrade certifications by attending various training courses.
6. Memorize district and facilities within district, streets, hydrants, sprinkler connections, and Fire Department Key Boxes.
7. Prepare various written reports.
8. Participate in physical fitness training exercises to meet and maintain required fitness for the job as established by the department.
9. Receive training to drive and operate fire apparatus and equipment.
10. Drive ambulance and fire apparatus as needed, and if qualified.

OTHER FUNCTIONS:

1. Conduct public education programs, fire inspections, and pre-fire planning activities.
2. Clean and care for fire station house and supplies by making daily equipment checks, testing fire hydrants and hoses, conducting water flow analyses, maintaining files and records, and performing other related tasks.
3. Perform other duties as required.

JOB DESCRIPTION: Firefighter/EMT

MINIMUM QUALIFICATIONS:

1. High school diploma or G.E.D. certificate
2. Basic Firefighter certification from the Texas Commission on Fire Protection.
3. Emergency Medical Technician Certification from the Texas Department of State Health Services.
4. Maintain Emergency Medical Technician Certification with the Texas Department of State Health Services, as a condition of continued employment.
5. Establish and maintain good working relationships with fellow employees, superiors, and citizens.
6. Pass all entrance examinations and pre-employment tests.
7. Valid Texas Drivers' License and a safe driving record in accordance with the current policy in affect with the City of Keller.
8. Good vision - Per the medical requirements established by the current edition of National Fire Protection Association Standard 1582.
9. Meet the other requirements as described in the document titled, "Firefighters Minimum Physical Requirements for Essential Job Tasks," as established and maintained by the City of Keller Human Resources Department.

WORK ENVIRONMENT:

Incumbent may be exposed to serious physical dangers and all weather and temperature extremes. May work under stressful conditions demanding a great deal of physical strength and agility and mental alertness and concentration. When not engaged in emergency operations, incumbent works under more normal conditions. Firefighter is required to wear and use prescribed safety gear and follow department safety regulations and policies. Incumbent normally assigned to a rotating shift of 48 hours on duty followed by 96 hours off duty, however some overtime may be required.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee may be required to grasp, handle, lift and carry up to 30 pounds constantly, 65 pounds frequently. Employee may occasionally be required to grasp, handle, lift, carry and/or drag in excess of 200 pounds.

Printed Name: _____
Signature: _____
Date: _____

JOB DESCRIPTION
City of Keller, Texas

JOB TITLE: Firefighter/Paramedic
REPORTS TO: Fire Captain

DATE: 3/22/2022
FLSA: Non-exempt

JOB SUMMARY:

Under direct supervision of a Fire Captain or other higher-ranking officer, the incumbent performs fire suppression and prevention, emergency medical services, rescue, and salvage duties. Incumbent must work within the guidelines set forth in the departmental standard operating procedures (SOP's), regulations, and medical protocols, while working on routine assignments and emergency incidents.

ESSENTIAL JOB FUNCTIONS:

1. Answer fire, rescue, medical, and other emergency calls.
2. Perform all tasks associated with basic firefighting which include, but are not limited to: carrying hoses and connecting to water supplies, setting up and climbing ladders, applying water and chemical streams, ventilating buildings, participating in salvage operations, performing rescue duties on the fire ground and accident scene, and administering basic life support.
3. Take charge of patient care in emergency medical situations requiring paramedic training and communication with medical experts.
4. Perform maintenance on the fire station, fire apparatus and equipment.
5. Maintain and upgrade certifications by attending various training courses.
6. Memorize district and facilities within district, streets, hydrants, sprinkler connections, and Fire Department Key Boxes.
7. Prepare various written reports.
8. Participate in physical fitness training exercises to meet and maintain required fitness for the job as established by the department.
9. Receive training to drive and operate fire apparatus and equipment.
10. Drive ambulance and fire apparatus, as needed and if qualified.

OTHER FUNCTIONS:

1. Conduct public education programs, fire inspections, and pre-fire planning activities.
2. Clean and care for fire station house and supplies by making daily equipment checks, testing fire hydrants and hoses, conducting water flow analyses, maintaining files and records, and performing other related tasks.
3. Assume duties of the next higher rank in the absence of the immediate supervisor.
4. Perform other duties as required.

JOB DESCRIPTION: Firefighter/Paramedic

MINIMUM QUALIFICATIONS:

1. High school diploma or G.E.D. certificate
2. Basic Firefighter certification from the Texas Commission on Fire Protection.
3. Emergency Medical Technician-Paramedic certification or license from the Texas Department of State Health Services.
4. Maintain Paramedic Certification with the Texas Department of State Health Services, as a condition of continued employment.
5. Establish and maintain good working relationships with fellow employees, superiors, and citizens.
6. Pass all entrance examinations and pre-employment tests.
7. Valid Texas Drivers' License and a safe driving record in accordance with the current policy in affect with the City of Keller.
8. Good vision - Per the medical requirements established by the current edition of National Fire Protection Association Standard 1582.
9. Meet the other requirements as described in the document titled, "Firefighters Minimum Physical Requirements for Essential Job Tasks," as established and maintained by the City of Keller Human Resources Department.

WORK ENVIRONMENT:

Incumbent may be exposed to serious physical dangers and all weather and temperature extremes. May work under stressful conditions demanding a great deal of physical strength and agility and mental alertness and concentration. When not engaged in emergency operations, incumbent works under more normal conditions. Firefighter is required to wear and use prescribed safety gear and follow department safety regulations and policies. Incumbent normally assigned to a rotating shift of 48 hours on duty followed by 96 hours off duty, however some overtime may be required.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee may be required to grasp, handle, lift and carry up to 30 pounds constantly, 65 pounds frequently. Employee may occasionally be required to grasp, handle, lift, carry and/or drag in excess of 200 pounds.

Printed Name: _____
Signature: _____
Date: _____

JOB DESCRIPTION
City of Keller, Texas

JOB TITLE: Firefighter/Paramedic - Field Training Paramedic
REPORTS TO: Fire Captain

DATE: 3/28/2019
FLSA: Non-exempt

JOB SUMMARY:

Under direct supervision of a Fire Captain or other higher ranking officer, the incumbent performs medical training, education, and support services, fire suppression and prevention, emergency medical services, rescue, and salvage duties. Incumbent must work within the guidelines set forth in the departmental standard operating procedures (SOP's), regulations, and medical protocol, while working on routine assignments and emergency incidents.

ESSENTIAL JOB FUNCTIONS:

1. Answer fire, rescue, medical, and other emergency calls.
2. Perform all tasks associated with basic firefighting which include, but are not limited to: carrying hoses and connecting to water supplies, setting up and climbing ladders, applying water and chemical streams, ventilating buildings, participating in salvage operations, performing rescue duties on the fire ground and accident scene, and administering basic life support.
3. Take charge in emergency medical situations requiring paramedic training and communication with medical experts.
4. Prepare lesson plan and manipulative/cognitive skill scenarios.
5. Prepare written and skill assessment tools to determine knowledge and skill mastery.
6. Prepare and present continuing medical education programs in compliance with regulatory guidelines.
7. Educate and train new employees.
8. Mentor EMT and Paramedic students from outside training providers approved by the Chief.
9. Conduct quality assurance peer review of emergency medical responses.
10. Maintain and upgrade certifications by attending various training courses.
11. Evaluate, re-educate, and train existing employees.
12. Perform preventive/routine maintenance on the mobile intensive care unit and other medical devices.
13. Memorize district and facilities within district, streets, and Fire Department Key Boxes.
14. Prepare various written reports.
15. Receive training to drive and operate fire apparatus and equipment.
16. Drive ambulance and fire apparatus as needed, and if qualified.
17. Meet and maintain required level of physical fitness as established by the department.
18. Establish and maintain good working relationships with fellow employees, superiors, and citizens.

OTHER FUNCTIONS:

1. Conduct public education programs, fire inspections, and pre-fire planning activities.
2. Clean and care for fire station house, apparatus, equipment and supplies, by making daily equipment checks, testing fire hydrants and hoses, conducting water flow analyses, maintaining files and records, and performing other related tasks.
3. Assume duties of the next higher rank in the absence of the immediate supervisor.
4. Perform other duties as required.

JOB DESCRIPTION CONT.: Firefighter/Paramedic - Field Training Paramedic

MINIMUM QUALIFICATIONS:

1. Meet all qualifications of Firefighter/Paramedic.
2. Basic Firefighter certification from the Texas Commission on Fire Protection.
3. Certified or licensed as a Paramedic with the Texas Department of State Health Services for a period of not less than two (2) years within the Operations Division of the City of Keller Fire Department.
4. EMS Instructor certification from the Texas Department of State Health Services (min. 40 hour course), or Fire Instructor I certification (min. 40 hour course) from the Texas Commission on Fire Protection.
5. Thirty (30) college hours from an accredited college or university.
6. Maintain paramedic training and assignment, as a condition of continued employment.
7. Valid Texas Drivers' License and a safe driving record in accordance with the current policy in affect with the City of Keller.
8. Good vision - Per the medical requirements established by the current edition of National Fire Protection Association Standard 1582.
9. Meet the other requirements as described in the document titled, "Firefighters Minimum Physical Requirements for Essential Job Tasks," as established and maintained by the City of Keller Human Resources Department.

WORK ENVIRONMENT:

Incumbent may be exposed to serious physical dangers and all weather and temperature extremes. May work under stressful conditions demanding a great deal of physical strength and agility and mental alertness and concentration. When not engaged in emergency operations, incumbent works under more normal conditions. Firefighter is required to wear and use prescribed safety gear and follow department safety regulations and policies. Incumbent normally assigned to a rotating shift of 24 hours on duty followed by 48 hours off duty, however some overtime may be required.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee may be required to grasp, handle, lift and carry up to 30 pounds constantly, 65 pounds frequently. Employee may occasionally be required to grasp, handle, lift, carry and/or drag in excess of 200 pounds.