

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", "Service Charges for Partially Completed Evaluation 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", "Optional Contracting Agency Job Descriptions".

2. TERM

- 2.1. The initial term of this Agreement shall begin on October 1, 2023 (the "Effective Date") and shall expire on September 30, 2024 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). After the Initial Term, the 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 Town of Prosper 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 MD/DO.
- 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.
- 7.5. Service Provider will require Participants' cell phone numbers and email addresses in order to communicate and gather important information concerning the Annual Medical Evaluation data requirements and scheduling information.

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 Exhibit "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 Annual 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 the Participant disputes the recommendation submitted by Service Provider to Contracting Agency, the resolution of such dispute will be accomplished through a process to be 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, 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. The 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 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 report on any Medical Evaluations performed for 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. 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; and comprehensive automobile liability insurance if appropriate.
- 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 Williamson 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”

THE CONTRACTING AGENCY OF

By: *Name, Title*

Date Signed: _____

Approved as to form:

By *Name, Title*

“Service Provider”

Front Line Mobile Health, PLLC

6517 N. Lakewood Dr.

Georgetown, TX 78633

By: *Name, Managing Member*

Bruce Vanderhaar

Chief Marketing Officer

Date Signed: 11-2-2023

EXHIBIT A

Requirements

NFPA 1582 is not incorporated by reference due to the size of the document. However, the 14 Essential Jobs tasks are included for reference and can be superseded by the Contracting Agency's job description 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 lb. (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb. (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 lb. (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 “Essentials” level of services for its Annual Medical Evaluations from Service Provider for the October 1, 2023 to September 30, 2024 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 2023-24 contract period of October 1, 2023 – September 30, 2024, the general scope of services to be performed by Service Provider for an Annual Medical Evaluation includes, but is not limited to, the following:

ESSENTIALS 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) (In Cancer-screening years)
• Urinalysis, with microscopic
• Fecal Occult Blood (in Cancer-screening years)
• HBA1C
Vision Screening
Body Composition Analysis
Audiogram
Cardiopulmonary Exercise Test (CPET) Alternating Years with Chest X-Ray/Ultrasound
Chest Radiograph (X-Ray) Alternating Years
Cancer Screening Ultrasound: thyroid, testicular (male only), abdomen (liver, gallbladder, pancreas, spleen, kidneys, ovaries, non-invasive) Alternating Years

Cost per Participant for the October 1, 2023 to September 30, 2024 contract period is \$604.

As an option for October 1, 2023 to September 30, 2024 contract period and subsequent years, Service Provider does offer a more comprehensive package of lab tests, behavioral health assessments, cardio-vascular testing, and cancer screening. This package would be the PARTNERSHIP tier.

Components and prices are shown in the following tables:

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
• Free Testosterone
• 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 most comprehensive level of services we offer is the PARTNERSHIP tier, which offers more extensive lab testing and provides the most comprehensive experience for the Participant. The price for PARTNERSHIP for October 1, 2023 to September 30, 2024 contract period is \$861 per Participant and is subject to change in subsequent years.

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 contract period of October 1, 2023 September 30, 2024, Service Provider is making available as an option three tiers of Candidate Evaluations, so that 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 the Contracting Agency.

The entry-level candidate/applicant 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 candidate 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 in October 1, 2023 to September 30, 2024 contract period is \$1,200. This is subject to change in subsequent years.

The highest tier candidate 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 of Participant at the Partnership Tier level \$1,600 in the October 1, 2023 to September 30, 2024 contract period. Should Contracting Agency decide to upgrade the Annual Medical Evaluations to the Partnership Tier, the cost per Candidate Partnership tier drops to \$1,300 for 2023-24. 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 billed.

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 twofold. When evaluating potential 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 October 1, 2023 to September 30, 2024 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 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 Chief 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 (Optional)
Contracting Agency Job Descriptions

	Standard Operating Guidelines		No. 107.0
	Fire Captain		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		



Summary: Serves under general direction of the Assistant Fire Chief. Oversees and directs the activities of an assigned fire station; supervises subordinate personnel engaged in providing emergency services, and acts for supervising officers in their absence. Supervises and performs a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises emergency and non-emergency incident scenes unless relieved by a higher ranking officer. Performs other duties as assigned.


The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Oversees, directs, and supervises subordinate personnel.
- Supervises and monitors shift activities at assigned fire station.
- Directs and supervises the maintenance of fire station facilities, grounds, vehicles, and properties.
- Be knowledgeable of the department standard operating guidelines and Town policies.
- Interprets and explains department standard operating guidelines and Town policies to the public and Department members.
- Responds to emergency and non-emergency calls for service.
- Takes command at the scene of an emergency incident until the arrival of a higher level supervising officer.
- Provides appropriate level of medical assistance when necessary.
- Evaluates and approves department training needs of assigned staff.
- Maintain required certifications.
- Interprets fire department rules and regulations for subordinate personnel; prepares letters, memorandums, reports, and station logs.
- Responds to requests and inquiries from the general public, other department personnel, and other Town departments.
- Prepare, review, process, and maintain accurate required reports and records.
- Completes assigned special projects in area of expertise or as assigned.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of administration and supervision of assigned fire stations.
- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Knowledge of safe work practices and procedures.
- Knowledge of pertinent federal, state and local laws, codes and regulations.
- Proficiency in the use of computers and related hardware and software for development and maintenance of

	Standard Operating Guidelines		No. 107.0
	Fire Captain		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

safety and health inspections, annual reviews, and other documentation.

- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.
- Skill in implementing assigned fire station procedures and objectives.
- Skill in effectively supervising and delegating duties to assigned staff.
- Skill in resolving customer complaints and concerns.
- Skill in effectively supervising and delegating assignments to assigned staff.

Required Education, Experience and Certifications:

- Held previous rank of Fire Lieutenant or equivalent.
- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Four (4) years of full time experience as a firefighter.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must possess and maintain a valid Texas Class B Exempt driver’s license.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline):
 1. Texas Department of State Health Services (TDSHS) Paramedic.
 2. Texas Commission on Fire Protection (TCFP) Driver/Operator.
 3. Texas Commission on Fire Protection (TCFP) Fire Instructor II.
 4. Texas Commission on Fire Protection (TCFP) Fire Officer II.
 5. Texas Commission on Fire Protection (TCFP) Incident Safety Officer.
 6. Texas Commission on Fire Protection (TCFP) Intermediate Firefighter.
 7. NIMS Certifications 100, 200, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.

	Standard Operating Guidelines		No. 107.0
	Fire Captain		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, heart monitor/defibrillators and department vehicles.

PROSPER'S PURPOSE - PROSPER IS A PLACE WHERE EVERYONE MATTERS



My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature

Printed name

Date

ADA/EOE

	Standard Operating Guidelines		No. 108.0
	Fire Lieutenant		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		

Summary: Serves under general direction of the Fire Captain. Oversees and directs the activities of an assigned fire station; supervises subordinate personnel engaged in providing emergency services, and acts for supervising officers in their absence. Supervises and performs a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises emergency and non-emergency incident scenes unless relieved by a higher ranking officer. Performs other duties as assigned.


The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Oversees, directs, and supervises subordinate personnel.
- Supervises and monitors shift activities at assigned fire station.
- Directs and supervises the maintenance of fire station facilities, grounds, vehicles, and properties.
- Be knowledgeable of the department standard operating guidelines and Town policies.
- Interprets and explains department standard operating guidelines and Town policies to the public and Department members.
- Responds to emergency and non-emergency calls for service.
- Takes command at the scene of an emergency incident until the arrival of a higher level supervising officer.
- Provides appropriate level of medical assistance when necessary.
- Evaluates and approves department training needs of assigned staff.
- Maintain required certifications.
- Interprets fire department rules and regulations for subordinate personnel; prepares letters, memorandums, reports, and station logs.
- Responds to requests and inquiries from the general public, other department personnel, and other Town departments.
- Prepare, review, process, and maintain accurate required reports and records.
- Completes assigned special projects in area of expertise or as assigned.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of administration and supervision of assigned fire stations.
- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Knowledge of safe work practices and procedures.
- Knowledge of pertinent federal, state and local laws, codes and regulations.
- Proficiency in the use of computers and related hardware and software for development and maintenance of

	Standard Operating Guidelines		No. 108.0
	Fire Lieutenant		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

safety and health inspections, annual reviews, and other documentation.

- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.
- Skill in implementing assigned fire station procedures and objectives.
- Skill in effectively supervising and delegating duties to assigned staff.
- Skill in resolving customer complaints and concerns.
- Skill in effectively supervising and delegating assignments to assigned staff.

Required Education, Experience and Certifications:


- Held previous rank of Driver/Engineer or equivalent.
- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Four (4) years of full time experience as a firefighter.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must possess and maintain a valid Texas Class B Exempt driver’s license.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline):
 1. Texas Department of State Health Services (TDSHS) Paramedic.
 2. Texas Commission on Fire Protection (TCFP) Driver/Operator.
 3. Texas Commission on Fire Protection (TCFP) Fire Instructor I.
 4. Texas Commission on Fire Protection (TCFP) Fire Officer I.
 5. Texas Commission on Fire Protection (TCFP) Incident Safety Officer.
 6. Texas Commission on Fire Protection (TCFP) Intermediate Firefighter.
 7. NIMS Certifications 100, 200, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.

	Standard Operating Guidelines		No. 108.0
	Fire Lieutenant		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, heart monitor/defibrillators and department vehicles.

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My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature

Printed name

Date

ADA/EOE

	Standard Operating Guidelines		No. 109.0
	Driver Engineer		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		

Summary: Serves under general direction of the Fire Captain or Fire Lieutenant. Driver/Engineer shall drive, operate, and maintain fire apparatus according to Fire Department Standard Operating Guidelines; manufacturer recommendations; motor vehicle laws of the State of Texas; and the rules, regulations, procedures, and policies of the Town of Prosper. Performs other duties as assigned.


The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Drive and maneuver Fire Department apparatus in a safe, effective, and efficient manner while responding to emergency or non-emergency incidents, or while fulfilling routine or general driving assignments.
- Operate Fire Department apparatus in support of emergency and non-emergency operations according to recognized NFPA standards.
- Knowledge of streets and routes within the Town and surrounding areas to ensure expeditious response times.
- Conduct routine care and maintenance of Fire Department apparatus, assuring for operational readiness in accordance with manufacturer recommendations.
- Maintain daily inspection and maintenance records of assigned Fire Department apparatus.
- Recognize and promptly report safety or mechanical problems immediately to higher ranking officer.
- Perform daily apparatus inventory of fire, rescue, and EMS equipment and supplies of assigned Fire Department apparatus; reporting missing or damaged equipment immediately to higher ranking officer.
- Participate in fire containment and suppression, ventilation, rescue, property conservation, and customer service activities while protecting life and property.
- Be knowledgeable of the Fire Department Standard Operating Guidelines and Town policies.
- Administers first aid and emergency medical care to injured/ill persons consistent with the level authorized by Paramedic certification, established medical protocols, and standard operating procedures.
- Participate in fire prevention, fire protection systems inspections, fire safety education presentations and pre-fire planning as required.
- Participate in all Fire Department and company level training activities.
- Complete all routine paperwork and reports in a correct and timely manner.
- Receive and execute routine assignments, special projects or programs, and orders as directed by a higher ranking officer.
- At the direction of, or in the absence of, a higher-ranking officer, assume the responsibilities, activities and duties of a higher rank until relieved.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Skill, knowledge and abilities set forth by the Texas Commission on Fire Protection Basic-Driver/Operator-Pumper and Basic-Structural Fire Fighter Certifications.
- Demonstrate the application of defensive driving theory and principles as defined by Smith Driving Systems curriculum and maintain familiarity with all State and local laws, including City and Department rules and

	Standard Operating Guidelines		No. 109.0
	Driver Engineer		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

regulations governing safe driving practices and operation of all Fire Department vehicles.

- Demonstrate an advanced level of knowledge and awareness for fire apparatus and equipment operating principles, practices, and procedures in support of fire suppression, rescue and EMS services delivery needs.
- Troubleshoot problems relating to principles and practices of fire pump operation, hydraulics, aerial ladder operation, and general apparatus performance.
- Demonstrate a working knowledge of the municipal water supply system, including fire hydrant location and flow, and fixed automatic fire protection systems.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge to apply the fundamental concepts, principles, and techniques of modern fire apparatus operation, application and maintenance, and basic supervisory practices.
- Ability to effectively communicate and present both verbal and written reports as required, function as a valued Fire Company team member, and interact in a positive and professional manner with peers, superiors, and the public.
- Knowledge and skill associated with operating specialized communication equipment.
- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.


Required Education, Experience and Certifications:

- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Two (2) years of full-time experience as a firefighter, with one (1) year as a full-time Prosper Firefighter.
- Must possess a Texas Commission on Fire Protection Driver/Operator-Pumper Certification.
- Must hold a valid Texas Class B Exempt driver’s license.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must maintain a satisfactory rating on annual performance evaluations.
- NIMS Certifications 100, 200, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized

	Standard Operating Guidelines		No. 109.0
	Driver Engineer		
	Issuance Date: 03/2002	Last Revision Date: 07/30/2020	Last Review Date: 03/21/2022
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.
- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, heart monitor/defibrillators and department vehicles.

PROSPER'S PURPOSE - PROSPER IS A PLACE WHERE EVERYONE MATTERS


My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature

Printed name

Date

ADA/EOE

	Standard Operating Guidelines		No. 110.0
	Firefighter Paramedic		
	Issuance Date: 03/2002	Last Revision Date: 11/09/2021	Last Review Date: 11/09/2021
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

Summary: Performs a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises and controls emergency medical scenes until relieved by a higher ranking officer. Performs other duties as assigned.


The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification, or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Responds to emergency and non-emergency calls for service.
- Administers first aid and emergency medical care to injured/ill persons consistent with the level authorized by Paramedic certification, established medical protocols, and standard operating procedures.
- Secures safety of the incident scene.
- Determines medical status and priority of medical treatment.
- Stabilizes and immobilizes patients and prescribes a mode of transportation to emergency medical care facilities based on condition of patients.
- Follows established universal health precautions in the treatment and care of patients.
- Inspects, tests, cleans and maintains station facilities, grounds, equipment, and apparatus.
- Conducts pre-fire inspections of businesses.
- Participates in daily training exercises and instruction to increase performance.
- Responds to requests and inquiries from the general public, other Department personnel, and other Town Departments.
- Works shift schedules including weekends, holidays and extended hours in emergency, disaster, or other situations influenced by heavy workloads or other staffing difficulties.
- Participates on department committees and attends meetings as required.
- Conducts public education activities.
- Must learn streets and routes within the Town and surrounding areas to include the location of medical facilities to ensure expeditious response times.
- Attend scheduled training necessary to maintain Paramedic certification and minimum continuing education credit as required by the Texas Department of State Health Services and/or Medical Control Physician.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Proficiency in the use of computers and related hardware and software for development and maintenance of safety and health inspections, annual reviews, and other documentation.

	Standard Operating Guidelines		No. 110.0
	Firefighter Paramedic		
	Issuance Date: 03/2002	Last Revision Date: 11/09/2021	Last Review Date: 11/09/2021
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

- Knowledge of safe work practices and procedures.
- Knowledge of pertinent Federal, State and local laws, codes and regulations.
- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.

Required Education, Experience and Certifications:


- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department
- Must maintain good standings with Fire Department Medical Director
- Must be eligible to hold a valid Texas Class B Exempt driver’s license and obtain that license within six (6) months of employment.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline)
 1. Texas Commission on Fire Protection (TCFP) Basic Firefighter
 2. Texas Department of State Health Services (TDSHS) Paramedic
 3. Courage to be Safe (within one year of employment)
 4. Traffic Incident Management (within one year of employment)

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in office and field environments.
- May be subject to repetitive motion such as typing, data entry, and vision to monitor.
- May be subject to exposure to extreme temperatures, extreme weather conditions, hazardous chemicals, toxic fumes, unstable buildings and structures, infectious diseases, body fluids, air and water borne pathogens.
- May be subject to wearing full protective clothing and self-contained breathing apparatus for extended periods of time.
- May be subject to extended periods of bending, reaching, kneeling, climbing and standing on ladders and lifts, walking over unstable surfaces and terrain, lifting and carrying up to 70 pounds unassisted, dragging up to 160 pounds unassisted, and handling and operating high pressure water hoses.
- May be exposed to hostile, angry or emotional citizens, patients and business owners.

Equipment and Tools Utilized

- Equipment utilized includes standard office equipment, including but not limited to personal computers, copiers, calculators, and fax machines.
- Operates specialized rescue and emergency medical response equipment including but not limited to two-way radio equipment, intubation and IV equipment, Lifepak 15 heart monitor/defibrillators and Department vehicles.

	Standard Operating Guidelines		No. 110.0
	Firefighter Paramedic		
	Issuance Date: 03/2002	Last Revision Date: 11/09/2021	Last Review Date: 11/09/2021
	Authorized by: Stuart Blasingame, Fire Chief		<i>Stuart Blasingame</i>

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My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature

Printed name

Date

ADA/EOE


	Standard Operating Guidelines		No. 115.0
	Fire Division / Battalion Chief		
	Issuance Date: 07/30/2020	Last Revision Date: 07/30/2020	Last Review Date: 07/30/2020
	Authorized by: Stuart Blasingame, Fire Chief		

Summary: Under general direction of the Fire Chief, manages and oversees the daily operations in assigned divisions of the Fire Department. Provides direction and planning for the operations, growth and development of assigned division. Supervises assigned Fire Department staff in performing a variety of highly technical and specialized tasks involving and/or related to fire suppression, emergency medical services, rescue, hazardous materials incidents, fire prevention, fire inspections, administration, and other special assignments as required. Supervises and controls emergency medical scenes until relieved by a higher-ranking officer. Supervises emergency and non-emergency incident scenes unless relieved by a higher-ranking officer. Supervises assigned Fire Department staff.

The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s) and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification or is similar or closely related to another duty statement to address business needs and changing business practices.

Essential Job Functions:

- Oversees the daily operation of assigned administrative/and or operational Division.
- Assigns and prioritizes duties for assigned administrative/and or operational Division.
- Develops strategic plans, goals and action plans to implement the anticipated growth of the assigned administrative/and or operational Division.
- Responds to emergency and non-emergency calls for service.
- Directly supervises and participates in fire suppression and shift operations.
- Provides 24-hour town-wide supervision (on-call status) as assigned.
- Supervises and monitors shift activities.
- Schedules staff and allocates apparatus to provide the highest level of service for emergency and non-emergency calls.
- Monitors and reassigns staff to meet operational demands.
- Acts as commanding fire and/or medical officer in absence of higher-ranking officer and supervises fire and/or medical incident scenes unless relieved by a higher-ranking officer.
- Supervises first aid and emergency medical care to injured/ill persons consistent with established medical protocols and standard operating procedures.
- Critiques calls for ways to improve services and responses.
- Makes recommendations for ways to improve department readiness and response
- Secures safety of the incident scene.
- Supervises the identification of hazardous areas including high occupancy and commercial businesses.
- Trains, tests, assigns, evaluates and motivates subordinate staff.
- Schedules, tracks and oversees coordination of fire and emergency medical services training for shift personnel.
- Participates in daily training exercises and instruction to personnel performance
- Conducts on the job and formal training of assigned Firefighters.
- Responds to requests and inquiries from the general public, other Department personnel, and other Town Departments.
- Interprets and explains Town and Department policies and procedures to the public and Department members.
- Completes administrative duties including but not limited to:

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- Reviewing records and reports of all incident responses on assigned shift.
- Approving recurring documentation such as timesheets for personnel and monthly reports.
- Maintains records and documentation of all activities for assigned shift.
- Completes assigned special projects in area of expertise or as assigned.
- Administers activities that are handled at the shift level in coordination with station officers.

Other Important Duties:

- May be required to workday or shift and non-shift schedules including weekends, holidays, on-call and extended hours in emergency, disaster, or other situations influenced by heavy workloads or other staffing difficulties.
- Participates on department committees and attends staff meetings as required.
- Conducts public education activities that may include, but are not limited to: Citizen's Fire Academy, block parties, station tours, Fire Prevention week and patient care.
- Assists in developing and presenting a variety of training programs related to medical care and EMS.
- Must learn streets and routes within the town and surrounding areas to include the location of medical facilities to ensure expeditious response times.
- Attend scheduled training necessary to maintain EMS certification and minimum continuing education credit as required by the Texas Department of State Health Services and/or Medical Control Physician.
- Performs related duties as assigned.
- Regular and consistent attendance for the assigned work hours is essential.

Required Knowledge and Skills:

- Knowledge of administration and supervision of assigned shift & Division.
- Knowledge of emergency medical services.
- Knowledge of ambulance operation principles and practices.
- Knowledge of fire prevention, suppression, and education methods, practices and procedures for a variety of fire, hazardous materials responses, emergency management systems and rescue operations.
- Knowledge and skill associated with operating specialized communication equipment.
- Knowledge of safe work practices and procedures.
- Knowledge of pertinent Federal, State and local laws, codes and regulations.
- Ability to exercise sound judgment and rational thinking under stressful and/or dangerous circumstances.
- Proficiency in the use of computers and related hardware and software.
- Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- Skill in effective oral and written communications.
- Skill in implementing assigned Fire Station procedures and objectives.
- Skill in effectively supervising and delegating duties to assigned staff.
- Skill in resolving customer complaints and concerns.
- Skill in planning, developing and implementing multiple fire station(s) procedure.
- Skill in effectively supervising and delegating assignments to assigned staff.

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Required Education, Experience and Certifications:


- Held previous rank of Fire Captain or equivalent.
- High School graduation or equivalent, preferably supplemented by college level courses in Fire Science.
- Eight (8) years of full-time experience as a firefighter.
- Current on all TDSHS requirements for paramedic certification.
- Current on all TCFP requirements for all required certifications.
- Successful completion of all medical control requirements to perform as a Paramedic with the Prosper Fire Department.
- Must possess and maintain a valid Texas Class B Exempt driver’s license.
- Must maintain a satisfactory rating on annual performance evaluation reports.
- Must possess the following certifications (by application deadline)
 1. Texas Department of State Health Services (TDSHS) Paramedic.
 2. Texas Commission on Fire Protection (TCFP) Driver/Operator.
 3. Texas Commission on Fire Protection (TCFP) Fire Instructor II.
 4. Texas Commission on Fire Protection (TCFP) Fire Officer II.
 5. Texas Commission on Fire Protection (TCFP) Incident Safety Officer .
 6. Texas Commission on Fire Protection (TCFP) Advanced Firefighter.
 7. NIMS Certifications 100, 200, 300, 400, 700, 800.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in an office and field environment.
- May be subject to repetitive motion such as typing, data entry and vision to monitor.
- May be subject to exposure to dangerous machinery, extreme weather conditions, hazardous chemicals and toxic substances, air and water borne pathogens, infectious diseases, and extreme heat.
- May be subject to wearing and functioning for extended periods in full protective clothing and self-contained breathing apparatus.
- May be subject to extended periods of bending, reaching, kneeling, climbing ladders, operating firefighting equipment, walking over rough unstable terrain, entering burning and smoke-filled buildings, and lifting and carrying individuals when responding to emergency rescues and fires.
- May be exposed to hostile, angry, or emotional citizens and business owners.
- Physical demands require medium physical effort exerting 20-50 lbs., with frequent lifting of 10-25 lbs.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

Equipment and Tools Utilized:

Equipment utilized includes personal computer, copier, calculator, fax machine, mobile data computers, Fire Department equipment, radio communications equipment, and department vehicle.

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My signature below indicates I have read and understand the duties and responsibilities listed herein.

Signature

Printed name

Date

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