

PROFESSIONAL SERVICES 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:

City of Killeen Fire Department, Texas (“Contracting Agency”), a governmental agency organized and existing under the laws of Texas, with its principal office located at 201 N 28th St., Killeen, TX 76541 which may be contacted at

Email Address: jkubinski@killeentexas.gov

Point of Contact: James C. Kubinski (254)501-7671
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 who volunteer to undergo these evaluations.

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 for Firefighters” referencing 14 Essential Job Tasks from NFPA 1582 Chapter 6 (Firefighter Candidates) Chapter 7 (Firefighter Incumbents)
- 1.1.2. Exhibit B, “Scope of Services and Fee Schedule;”
- 1.1.3. Exhibit C, “Charges for No-Shows, Cancellations, Partially Completed Evaluations and Make-up Policy;”
- 1.1.4. Exhibit D, “Examinee Waiver;”

2. TERM

- 2.1. The initial term of this Agreement shall begin on 10/01/2023 (the “Effective Date”) and shall expire on 09/30/2024 (“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:

“Authority Having Jurisdiction” (“AHJ”) shall mean and refer to 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 Killeen Fire Department.

“Annual Medical Evaluation” shall mean and refer to periodic evaluation of Incumbent Firefighters to assess the each one’s ability to meet the appropriate standards regarding Firefighter fitness, as well as to identify areas of the person’s medical status that may indicate the possibility of future health issues and/or impact that participant’s ability to carry out the essential job tasks associated with his or her position.

“Candidate Firefighter” shall mean and refer to a person whom the Fire Department leadership wants medically evaluated before starting employment.

“Confidential Information” shall mean and refer to all information or material that has or could have commercial value or other utility in a disclosing party’s business, and that is disclosed by one Party to this Agreement to the other in connection with or incidental to a Party’s performance under this Agreement.

“Human Performance Assessment” shall mean and refer to 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.

“Incumbent Firefighter” shall mean and refer to a Participant who has been hired and is no longer a Candidate firefighter candidate.

“NFPA 1582” shall mean and refer to the National Fire Protection Association standard titled: NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, as effective as of the Effective Date of this Agreement.

“Participant” shall mean and refer to Contracting Agency personnel for whom Service Provider conducts an evaluation of any kind pursuant to this Agreement.

“Pre-Employment Medical Evaluation” shall mean and refer to a series of laboratory tests, diagnostic exams, hands-on physical exam and consultation with a medical provider to assess whether the Candidate meets the minimum requirements provided to Service Provider by Fire Department leadership.

“Post-Offer Psychological Evaluations” shall mean and refer to comprehensive psychological evaluations of Candidate Firefighters conducted by licensed psychologist after a job offer has been made to the Candidate.

“Psychological Evaluation” shall mean and refer to a comprehensive psychological evaluation of Candidate or Incumbent Firefighter conducted by licensed psychologist.

“Psychological Wellness Check” shall mean and refer to 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” as set forth in Exhibit C to this Agreement.

5. PAYMENT

- 5.1. Service Provider will invoice Contracting Agency for services completed in accordance with the Fee Schedule. Unless otherwise agreed in writing by the parties, all invoices are payable within thirty (30) days of the invoice date.
- 5.2. If a Participant evaluation is re-scheduled through a request initiated by Contracting Agency, invoicing will still take place for services rendered according to the Fee Schedule.
- 5.3. If Service Provider initiates the re-scheduling of a Participant evaluation, then Service Provider shall delay issuing an invoice for the re-scheduled evaluation until the evaluation is complete.

6. NON-APPROPRIATION

- 6.1. The Parties acknowledge and agree that the Fee Schedule set forth in this Agreement is based upon Contracting Agency’s current appropriated revenues.
- 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 and the AHJ to develop the medical testing parameters of the Annual Medical Examination for Incumbent Firefighters using the latest version of NFPA 1582 standards 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 shall apply and use the standards found in the latest version of NFPA 1582 standards in performing all evaluations pursuant to this Agreement.
- 7.4. Service Provider will work with Contracting Agency and the applicable AHJ to provide Candidate Firefighters with an optional entry-level Psychological Evaluation by a qualified Psychologist.
- 7.5. Contracting Agency acknowledges and agrees that Service Provider does not and shall not provide advice or recommendations regarding, or make, direct, encourage, or otherwise take responsibility for employment decisions, including but not limited to Contracting Agency's employment-related decisions regarding whether Contracting Agency hires, fires, promotes, demotes, increases or decreases pay, adjusts or restricts personnel assignments or job duties, or takes any other potentially adverse employment action against Contracting Agency's personnel and employees. For the avoidance of doubt, Contracting Agency shall be solely liable for all employment decisions made in connection with any Participant.

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 the National Fire Protection Association standard titled: NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, and Service Provider shall perform all evaluations in accordance with applicable updated, adopted, and accepted 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 in light of the Participants actual or anticipated essential job tasks.
- 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 otherwise 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, per Texas law
- 8.7. AHJ or Contracting Agency is not required to adopt the latest version of NFPA 1582.

Contracting Agency, Fire Chief, and AHJ shall have final authority and responsibility for all employment decisions made in connection with the services, recommendations, and/or reports provided by Service Provider.

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. Contracting Agency shall be responsible for all expenses incurred for all retesting authorized by Contracting Agency for Service Provider's re-testing or re-evaluation of a Participant.

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,".
- 10.2. In addition, Contracting Agency may initiate a change order to add additional lab tests and other offerings provided by Service Provider at Service Provider's 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 NFPA 1582 standards.

12. LOCATION AND SCHEDULE OF SERVICES TO BE PROVIDED

- 12.1. **Annual Medical Evaluations.** Annual Medical Evaluations will be conducted by Service Provider at a location mutually agreeable. 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.

Pre-Employment Medical Evaluations. Pre-Employment Medical Evaluations will take place at one of Service Provider's clinics on a schedule mutually agreeable to the Parties. 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. 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. 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 as set forth in **Paragraph 6**.
- 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 suspend services, upon written notice, 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 at least 30 days before suspending services, 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 and completed 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 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. Contracting Agency acknowledges and agrees that, in the course of the Parties' performance under this Agreement, Contracting Agency may receive or have access to Confidential Information, proprietary information, and/or trade secrets belonging to Service Provider in the course of the Parties' respective performance under this Agreement. 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, as per Texas law.
- 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. 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. 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.
- 16.3. Notwithstanding the foregoing, Contracting Agency 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 Agency 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 Agency will only release the requested information if required to do so by the Office of the Texas Attorney General.
- 16.4. **Exclusions from Confidential Information.** Contracting Agency's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created before disclosure by Service Provider; (c) learned by Contracting Agency through legitimate means other than from Service Provider or its representatives; or (d) is disclosed by Contracting Agency with Service Provider's

prior written approval.

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. . 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, IN CONTRACT OR TORT, 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, IN CONTRACT OR TORT, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTING AGENCY'S BUSINESS AND ANY RESULTING COSTS), 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, AND/OR EMPLOYMENT-RELATED CLAIMS ARISING OUT OF ALLEGED ADVERSE EMPLOYMENT ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE AMERICANS WITH DISABILITIES ACT, THE OLDER WORKER BENEFIT PROTECTION ACT, AND THE TEXAS LABOR CODE.**

20. FORCE MAJEURE

- 20.1. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

21. CONFLICTS OF INTEREST

- 21.1. 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

- 22.1. 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

- 23.1. 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

- 24.1. 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. NOTICES

- 26.1. 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.

27. CONSTRUCTION

- 27.1. 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.

28. SEVERABILITY

- 28.1. 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.

29. COMPLETE AGREEMENT

- 29.1. 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.

30. GOVERNING LAW: SUCCESSORS AND ASSIGNS

- 30.1. 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.
- 30.2. 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 Bell County, Texas.
- 30.3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

31. COUNTERPARTS

- 31.1. 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.

[Signature Page Follows]

SIGNATURES

“Contracting Agency”

THE CONTRACTING AGENCY OF

**James
Kubinski** Digitally signed by James
Kubinski
Date: 2023.12.13
09:31:50 -06'00'

By: *Name, Title*

James Kubinski

Fire Chief

Date Signed: December 13 2023

Approved as to form:

By *Name, Title*

“Service Provider”

Front Line Mobile Health, PLLC

**Bruce
VanderHaar** Digitally signed by Bruce
VanderHaar
Date: 2023.12.13
08:57:46 -06'00'

By: *Name, Managing Member*

Bruce VanderHaar

Chief Marketing Officer

Date Signed: Dec 13 2023

EXHIBIT A

Requirements for Firefighters

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 are superseded by the Contracting Agency's policies regarding Medical Clearance 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 tier of service for 2023-2024 fiscal year.

Service Provider reserves the right, upon prior written 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.

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
• Apolipoprotein B
• Lipoprotein (a)
• Free Testosterone with SBG (male) or Estradiol (Female)
• 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 tier of service for the 2023-2024 fiscal year contract period is \$850 per Participant and is subject to change in subsequent years as stated in the Agreement section 2.2.

Exhibit C

Charges for No-Shows, Cancellations, and Partially Completed Evaluations

Charges for No-shows and Cancelled Appointments for Non-Mandatory Evaluations

There will be a no show/cancellation charge of 100% of the per physical contracted amount if a participant makes an appointment, and Contracting Agency agrees to the appointment, but fails to keep his/her scheduled appointment or cancels with less than 72 hour notice for any extenuating circumstances. .

If a participant cancels with a minimum of 72 hours of notice and reschedules, there will be a re-processing charge of \$50. If lab tests and the initial online data collection were done more than 90 days before the new appointment, those tests may have to be re-run at the discretion of the Service Provider and at additional cost.

Partially Completed Evaluations

In the event a Participant of Contracting Agency withdraws and does not complete the entire medical evaluation 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 has a scheduled appointment but leaves the Contracting Agency before any specimens are collected or lab tests have taken place, a charge of 50% of the cost for an annual or candidate physical will be assessed to compensate Service Provider for initial electronic processing.
2. If a Participant withdraws after the specimen collection and lab tests, the charge will be 100% of the cost for an annual or candidate physical.

In the event a participant withdraws from the process due to injury, FMLA, 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

The Service Provider will coordinate and reschedule for 30 days after the close of the exams for Contracting Agency any portion of the medical evaluation directly with any member that was not available during the pre-determined event schedule. After 30 days the responsibility for scheduling the incomplete portion of the exam rests with the Contracting Agency. Make-ups will be done at the Service Provider's Georgetown Clinic or at another fire department in the area when Service Provider is there. The selection of location for the Make-ups is solely the responsibility of the Service Provider.

**Exhibit D
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) or appropriate Law Enforcement Standards.

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 or Police 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 or Police 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