

**AGREEMENT FOR PROFESSIONAL  
AMBULANCE BILLING SERVICES  
BETWEEN CITY OF COALINGA  
AND SHARP AMBULANCE BILLING, LLC**

This Agreement made and entered into this, **XX** day of **XXXX 2025**, by and between **The City of Coalinga**, hereinafter referred to as “PROVIDER,” and **Sharp Ambulance Billing, LLC**, hereinafter referred to as “SHARP”

**RECITALS**

**WHEREAS**, PROVIDER desires to use the billing service offered by SHARP an independent contractor, as its agent for the purpose of performing the services described in SECTION 2. SCOPE OF SERVICES.

**WHEREAS**, concurrently with entering into this Agreement that parties are also entering into the HIPAA Business Associate Agreement (“HIPAA Agreement”), attached hereto and incorporated by this reference as though fully set forth herein; and

**WHEREAS**, this Agreement is the “UNDERLYING Agreement” as defined by and reference in the HIPAA Agreement.

**WITNESSETH**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

**1. TERM:** This Agreement shall commence on the date it is executed by SHARP and PROVIDER and it shall continue in full force and in effect until it is terminated by either party, giving ninety (90) days advance written notice to the other party.

**2. SCOPE OF SERVICES:** SHARP will perform services as set forth detailed in this section. PROVIDER understands, agrees to, and accepts that SHARP has no responsibility or obligation for determining the accuracy of any claims made to governmental agencies, and that SHARP relies on PROVIDER for making any such claims on documentation. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the HIPAA Agreement. To the extent there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control, as set forth in Section 5.3 of the HIPAA Agreement.

**2.1 Private Billing:** SHARP to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8 x 11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within four (4) days of receipt of transport tickets. The Patient may also have the option to receive billing electronically. A toll free 800-like telephone number will be provided to patients.

An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient's family. If they receive no answer on this call, SHARP will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

- |                 |             |
|-----------------|-------------|
| 1. Invoice      | Immediately |
| 2. Statement    | 30 days     |
| 3. Past Due     | 20 days     |
| 4. Final Demand | 10 days     |

**2.2 Medicare and Medi-Cal:** SHARP will prepare all invoices and electronically convey them to Medicare and Medi-Cal fiscal intermediaries within seven (7) days of receipt patient documentation.

All secondary and coinsurance billing will be transferred immediately to the appropriate secondary pay source and billed within 24 hours to that source.

**2.3 Workers' Compensation and Private Insurance:** SHARP to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow-up necessary to secure insurance payments will be performed by SHARP.

**2.4 Delinquent Claim Handling:** Telephone follow up at a minimum of 3 calls will continue to the patient until payment in full is received, acceptable payment arrangements are established, or account is returned to the PROVIDER for collection or other handling. SHARP will provide PROVIDER with a report listing all accounts that have been inactive for six (6) months in a format specified by PROVIDER.

**2.5 Receipts Processing:** SHARP will accept payments in the form of cash, check, money order, cashier's check or credit card. All cash receipts will be deposited and posted within one (1) day of receipt of funds. All funds will be deposited into a PROVIDER-designated bank account. Bank deposit receipts will be sent electronically to PROVIDER. SHARP shall have no access to the proceeds of the receipts. All funds are under the exclusive control of PROVIDER.

**And/Or**

SHARP will receive electronic copies of payments deposited by PROVIDER and post those payments to the correct patient account within one (1) day of receipt.

All credit card fees incurred through payment processing will be the responsibility of the PROVIDER. A credit card processor/merchant account will be designated and set up by PROVIDER.

**2.6 Refunds:** SHARP will research and verify all overpayments. If a refund is required, SHARP will submit electronically all supporting documentation to PROVIDER upon completion of research. PROVIDER will issue payment directly to the specified party and will send an electronic copy to SHARP, to be posted to the patient's account within 24 hours.

**2.7 Reports:** Monthly, SHARP will perform accurate month end close procedures that will result, as a minimum, in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

Such reports will be available to PROVIDER on the 15th day of the month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month

**2.8 Source Documents:** SHARP will retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident. When the service is terminated, all source documents are returned to PROVIDER in an electronic format at PROVIDER's expense.

**3. COMPENSATION AND PAYMENT:** SHARP will provide the billing services as stated for a fee as outlined in 3.1. SHARP will invoice Provider at the end of each month. Invoices are payable upon receipt and shall be deemed late if not received by SHARP within thirty (30) calendar days of the invoice date.

**3.1 FEES:**

(a) SHARP shall be compensated at a rate of 4.0% of net collections for all ambulance billing services performed under this Agreement.

(b) Monthly reports: Included

SHARP will provide PROVIDER financial information for EFT payment of invoices.

**4. FINANCE CHARGE:** SHARP invoices unpaid for more than forty-five (45) days are subject to a monthly interest charge of 1 1/2% unless in dispute.

**5. AGENCY RELATIONSHIP:** SHARP is an independent billing service contractor and PROVIDER specifically designates SHARP as its agent for the purpose of performing the services described in Section 11 of this Agreement. SHARP and PROVIDER agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by SHARP on behalf of PROVIDER only so long as this Agreement remains in effect.

**5.1 Liaison:** PROVIDER shall assign a liaison for conference and communication of any matters subject to the services provided by the contract.

**5.2 Coordination of Services:** SHARP and PROVIDER mutually agree that person(s) who have knowledge of this agreement and the legal capacity to comply with this agreement shall be available for conference at all regular business hours (Pacific Time). Each party agrees that during the time that this agreement is in effect, the responsible contact person(s) will be available at all regular business hours (Pacific Time) for communication or other matters of this agreement. The current contact information regarding the signing of this agreement is:

**Primary Contact for SHARP**

Barry Christian  
President  
5006 Sunrise Blvd Suite 100  
Fair Oaks, CA 95670  
916-669-4607

**Primary contact for PROVIDER**

Greg DuPuis  
Fire Chief  
300 W. Elm Street  
Coalinga, CA 93210  
559-935-1652

**5.3 Training:** SHARP will provide annual revenue enhancement training for EMS and financial staff. This includes four (4) hours of teleconference, webinar or Skype-facilitated training for PROVIDER general staff and six (6) hours for EMS management.

**6. PERFORMANCE MONITORING:** SHARP agrees to allow PROVIDER, or any agent or Consultant as they deem so qualified, to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used.

**7. COMPLYING WITH THE LAW:** SHARP shall adhere to all applicable state and federal laws and regulations in effect during the term of this Agreement.

**8. INSURANCE:** SHARP will maintain in force throughout the term of this Agreement the following insurance:

SHARP will maintain the following insurance coverage:

- A) General Liability Insurance, 2,000,000 aggregate,
- B) Professional liability insurance, 1,000,000
- C) Workers' Compensation insurance, 1,000,000.

**9. INDEMNIFICATION AND HOLD HARMLESS:**

SHARP hereby agrees to indemnify, defend, and save harmless PROVIDER, its officers and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, recklessness or gross negligence of SHARP its officers, or employees.

PROVIDER agrees to defend, indemnify and save harmless SHARP, its officers, and employees harmless from all liability, including any claim of liability and any losses or costs (including

reasonable attorneys' fee) arising out of the negligent or intentional act, recklessness or gross negligence of PROVIDER, its officers, or employees.

**9.1 SHARP LIMITED LIABILITY:** SHARP shall use due care in processing the claims of the PROVIDER, but SHARP will be responsible only to the extent of correcting any errors which occur within SHARP's reasonable control; such errors will be corrected at no additional charge to PROVIDER. Damages to PROVIDER for errors in the processing of claims shall be limited to the total compensation that would have been received with the services provided under this agreement, and shall not include any contingent liability, regardless of the form of action. Any potential instances that might qualify under this language will be investigated and negotiated on a case-by-case basis. This paragraph in no way limits indemnification to third parties as addressed above.

**10. SHARP SERVICES AND RESPONSIBILITIES:** SHARP shall provide the following services for PROVIDER.

- (a) screen, prepare, and submit claims to all payors including but not necessarily limited to individual people, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of pay for ambulance.
- (b) track and trace all claims submitted,
- (c) resubmit or otherwise resolve denied or disallowed claims,
- (d) retain all source documents for 72 months,
- (e) provide adequate precautions to protect confidentiality of patient records in accordance with applicable state and federal law.
- (f) timely submit claims, predicated upon normal working conditions and subject to adjustment at any time in the event of any cause or causes beyond the control of SHARP.
- (g) conduct all contact and correspondence with beneficiaries or responsible parties.

**11. PROVIDER RESPONSIBILITIES:** Provider shall have the following responsibilities to SHARP:

- (a) Provide SHARP with the proper documentation necessary to prepare claims and reach final adjudication,
- (b) Provide SHARP with any correspondence from the fiscal intermediaries, insurance, attorneys, and patients for SHARP to perform proper follow-up of outstanding billings and proper posting and tracking of accounts receivable.
- (c) Obtain patient signature or patient representative signature on trip ticket or indicate why unable to obtain signature.
- (d) PROVIDER shall grant SHARP access to the designated City lock box for the purpose of retrieving necessary billing documentation and correspondence directly related to ambulance billing services for reconciliation purposes. Such access shall be coordinated to ensure compliance with applicable security and confidentiality protocols and may include the provision of a key or access code as determined appropriate by the PROVIDER.

**12. DISPUTES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Civil Code of Procedure 1283.05 is incorporated into the discovery provisions of CCP §1283 in all issues arising out of or relating to this Agreement, or the breach thereof.

**13. EXCUSE OF NON-PERFORMANCE:** Neither party shall be liable for damages to the other party for failure of performance under the terms of this Agreement in the event that party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

**14. DISENGAGEMENT AGREEMENT:** Upon termination of the Agreement, SHARP will continue to perform billing services to the date agreed upon as the termination date. SHARP will return to PROVIDER all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at the PROVIDER's expense.

**15. NOTICE:** Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the Party to whom the notice is directed, or if transmitted by electronic format to the email address contained in this Agreement or listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express to the business address identified in this Agreement.

**SHARP AMBULANCE BILLING, LLC**

Barry Christian, President  
5006 Sunrise Blvd Suite 100  
Fair Oaks, CA 95670  
Email [barry@sharfab.com](mailto:barry@sharfab.com)

**PROVIDER:**

Greg DuPuis, Fire Chief  
300 W. Elm Avenue  
Coalinga, CA 93210  
Email [gdupuis@coalinga.com](mailto:gdupuis@coalinga.com)

**16. ENTIRETY:** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the rights of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on the subsequent occasion or of any other term or condition hereof.

Nothing in this Agreement, whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provision give any third persons any rights of subrogation or action over against any party to this Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other understandings, terms or other Agreements expressed or implied, oral or written, except as set forth herein.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first herein above written.

SHARP AMBULANCE BILLING, LLC

By: \_\_\_\_\_

Barry Christian, President

Date: \_\_\_\_\_

CITY OF COALINGA

By: \_\_\_\_\_

Greg DuPuis, Fire Chief

Date: \_\_\_\_\_

**Sharp Ambulance Billing, LLC  
Business Associate Agreement**

**Between Sharp Ambulance Billing, LLC and the City of Coalinga**

This Business Associate Agreement (“Agreement”) between the **City of Coalinga** (Covered Entity) and **Sharp Ambulance Billing, LLC** (Business Associate) is executed to ensure that Sharp Ambulance Billing, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of the City of Coalinga in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

**A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

**B. Obligations of Business Associate**

Sharp Ambulance Billing, LLC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
3. Report to the City any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the City of Coalinga without unreasonable delay but in no case later than 60 days after discovery of the breach.
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Sharp

Ambulance Billing, LLC agree to the same restrictions, conditions, and requirements that apply to Sharp Ambulance Billing, LLC with respect to such information.

5. Make PHI in a designated record set available to the City of Coalinga and to an individual who has a right of access in a manner that satisfies the City's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request.
6. Make any amendment(s) to PHI in a designated record set as directed by the City of Coalinga or take other measures necessary to satisfy the City's obligations under 45 CFR §164.526.
7. Maintain and make available information required to provide an accounting of disclosures to the City or an individual who has a right to accounting within 60 days and as necessary to satisfy the City of Coalinga's obligations under 45 CFR §164.528.
8. To the extent that Sharp Ambulance Billing, LLC is to carry out any of the City of Coalinga's obligations under the HIPAA Privacy Rule, Sharp Ambulance Billing, LLC shall comply with the requirements of the Privacy Rule that apply to the City when it carries out that obligation.
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Sharp Ambulance Billing, LLC on behalf of the City of Coalinga, available to the Secretary of the Department of Health and Human Services for purposes of determining Sharp Ambulance Billing, LLC and the City's compliance with HIPAA and the HITECH Act.
10. Restrict the use or disclosure of PHI if the City of Coalinga notifies Sharp Ambulance Billing, LLC of any restriction on the use or disclosure of PHI that the City has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the City is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Sharp Ambulance Billing, LLC agrees to assist the City of Coalinga in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the City's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the City agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the City of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the City of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Sharp Ambulance Billing, LLC on behalf of the City of Coalinga include:

1. The preparation of invoices for patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City of Coalinga to its patients.
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts.
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the City to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Sharp Ambulance Billing, LLC has been engaged to perform on behalf of the City.

**D. Termination**

1. The City of Coalinga may terminate this Agreement if the City determines that Sharp Ambulance Billing, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Sharp Ambulance Billing, LLC shall return to the City or destroy all PHI received from the City, or created, maintained, or received by Sharp Ambulance Billing, LLC on behalf of the City that Sharp Ambulance Billing, LLC still maintains in any form. Sharp Ambulance Billing, LLC shall retain no copies of the PHI, unless otherwise required by law. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

**AGREED TO THIS FIRST DAY OF JULY 2025**

**City of Coalinga**

**Sharp Ambulance Billing, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_