



North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

District Office (775) 575-3310 Fax (775) 575-3314

Brian Bunn, Fire Chief

Notice of Meeting

Date: Thursday September 12, 2024

Time: 6:00 p.m. or 1800 hours

Location: 195 East Main Street
Fernley NV 89408

Directors

Paul Murphy, Chairman Jay Rodriguez, Director
Michael Toombs, Vice Chair Debbie Skinner, Director
Harry Wheeler, Sec/Treasurer

NLCFPD Board of Directors Meeting Agenda

1. Call to Order, Pledge of Allegiance and Moment of Silence

Public Comment: No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comment is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda.

2.

CONSENT AGENDA* All matters listed under the consent agenda are considered routine and may be acted upon by the Board of North Lyon County Fire Protection District with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.

3.

- 3a. Review and Approval of Board Agenda
- 3b. Review & Approve Board Minutes
- 3c. Review of Summary Reports

Discussion and possible action regarding Revenue and Expenditures*

4.

- 4a. Enterprise Fund Revenue and Expenditures
- 4b. General Fund Revenue and Expenditures

5.

Discussion and possible action regarding use of Fire District property by Rotary Club of Fernley for upcoming community events*

6.

Discussion and possible action to enter in an agreement for ambulance billing services with OOSOSHARP, LLC dba Sharp Ambulance Billing *

7.

Fire Chief Report

8.

Reports of Directors, Fire Marshal, Staff, Volunteers, Local 4547, City of Fernley

9.

Public Comment No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comment is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda.

10. Adjourn

- Notices:**
1. The Board may act on any of the "*" items.
 2. At any time, the order of agenda items may be changed, removed, or combined with another item with Board consensus.
 3. The Board may limit the amount of time for public comments based upon the number of speakers on the same subject.
 4. North Lyon Fire will make reasonable efforts to assist and accommodate individuals with disabilities desiring to attend the meeting. Please contact the District Office at (775) 575-3310 in advance so arrangements can be made.
 5. Staff reports and supporting material for the meeting are available at the North Lyon County Fire Admin Office, 195 E. Main Street, Fernley NV 89408, by calling the Admin Office at (775)575-3310 or the District's website at www.northlyonfire.org, pursuant to NRS 241.020.

CERTIFICATE OF POSTING

I, Kasey Miller, do hereby certify that I posted or caused to be posted, a copy of this agenda at the following locations on or before 9:00 a.m. September 9, 2024:

1. North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408
2. U.S. Post Office, Hardie Lane Fernley, Nevada 89408
3. City of Fernley – City Hall, 595 Silverlace Blvd, Fernley, Nevada 89408
4. Lyon County Manager, 27 S. Main Street, Yerington, Nevada 89447
5. Nevada Public Notice Website, www.notice.nv.gov

Distribution: To ALL persons requesting notification.

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MINUTES

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

August 8, 2024

1. Call to Order

The meeting was called to order at 1815.

Directors present included Paul Murphy, Michael Toombs, Harry Wheeler, Jay Rodriguez, and Debbie Skinner.

The Pledge of Allegiance was led by Director Wheeler. A moment of silence followed.

2. Public Comment: No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comment is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specially included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda.

Mr. Richard Jackson with the Fernley Rotary Club asked to be added to the next Board meeting agenda to discuss having the Thanksgiving Dinner and Breakfast with the Grinch at Station 61. Chairman Murphy added that the next Board meeting will be on September 12, 2024.

3. CONSENT AGENDA* All matters listed under the consent agenda are considered routine and may be acted upon by the Board of North Lyon County Fire Protection District with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.

3a. Review and approve of Board Agenda

3b. Review & Approve Board Minutes

3c. Review of Summary Reports

Director Toombs made a motion to approve CONSENT AGENDA with the removal of Item 7.

Director Skinner seconded the motion.

The motion carries as follows: 5-0-0

Murphy	Aye
Toombs	Aye
Wheeler	Aye
Rodriguez	Aye
Skinner	Aye

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4. Discussion and possible action regarding Revenues and Expenditures*

4a. Enterprise Revenue and Expenditures

4b. General Fund and Expenditures

Director Wheeler made a motion to approve Revenues and Expenditures.

Director Toombs seconded the motion.

The motion carries as follows: 5-0-0

Murphy	Aye
Toombs	Aye
Wheeler	Aye
Rodriguez	Aye
Skinner	Aye

5. WORKSHOP: Discussion regarding Standard Operating Procedures (not to exceed 60 minutes)

Chairman Murphy stated that we will stop discussion at 1920. He added that we have compiled all of the changes made and presented the old S.O.P. format. Chief Bunn has presented a cleaner format, and it will be easier to navigate and read. Chairman Murphy stated that he did speak with Chief Bunn regarding S.O.P. #4, and how we create and review policy. He shared that he thinks it has been the most important S.O.P. that we have worked on. This is going to be the S.O.P. that sets the standard for everything going forward and we want to make sure that we concrete that because it is important for this district for stability.

Chairman Murphy asked the Board if they were okay with TA-ing Board #1- items for the District Board of Directors Meeting Agenda, and all members agreed.

Board #2- Incident Fee Schedule

Director Skinner shared that she sees the importance of a Fee Schedule, so people have a general idea of what that runs. All Board members discussed and agreed to table Board #2, and if it does hold up he stated that he will bring back a new final with subject to change in parenthesis next to the Fee Schedule #2. We will remove all of the rates that retain the itemization of what we do bill for. Chairman Murphy stated that he did strike clerical, and he explained that 239 outlines what we can and can't do.

Board #3- Mass Gathering / Special Events

Chairman Murphy stated that we changed some spelling issues and added the actual policy and permit application. Director Wheeler asked if there is a different Mass Gathering permit than the city and Mrs. Kasey Miller explained that it is a packet now, that includes the city and ours. All Board members agreed to TA Board #3.

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Board #4- Creation and maintenance of District Policies and Procedures

Chairman Murphy shared that he created an algorithm that he thinks is going to help with the process. He added that he thinks it is going to involve more sit-down time with Chief Bunn to get more details. He is asking the Board to take a look and decide if we want to keep or change anything. Director Toombs proposed to TA Board #4 and give the Board more time to review it and not make a decision tonight. Chief Bunn added that everyone should have gotten an email regarding the Policy Committee, which is a basic outline of the process and how it works. He added that the committee doesn't write the policies. They will edit, format, and ask questions, but the committee's job is to vet that for legality and formatting and make sure it is the right content.

Board #5- Drug and alcohol

This policy does not exist in the Board anymore and will be an administrative policy that will encompass the department.

Board #6- IAFF Recognition

Chairman Murphy stated that nothing had changed except the date, and we would be changing the way we do our approvals which was discussed with the review process.

Board #7- Public Records

Chairman Murphy stated that this mirrors NRS.239 which is all the public records. He shared that #8 was moved to #7. Nothing else has changed except the date. He added that this does reference Nevada's General Retention and Disposition schedule, and that will change when the law changes. All Board members agree to TA #7.

Chairman Murphy added to strike everything from Administrative Records down, keep 1-7 under General Information, and add 239 to references.

Board #8- Responsibilities of NLCFPD Board Members

Chairman Murphy shared that it is broken into 3 parts; Responsibilities and expectations of District Board Members, how we do our elections, and the onboarding process. He shared that he added under #3a, #6, he added 2-8-hour ride-along shifts with line staff. He added that he thinks that it is important for Board Members to see what our guys/girls do. Chairman Murphy shared that one of the pieces was validating which parliamentary procedure to go after and we decided that it was going to be Robert's Rules, and it has been made proper in there.

Chairman Murphy stated that we will be changing #3, sub a., #4, striking the Code of Conduct, and replacing the language with responsibilities and expectations of district Board Members.

All Board Members agreed to TA #8 with changes.

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Board #9- Parliamentary Procedures and Conduct

Chairman Murphy stated that he cleaned up Robert's Rules of Order. He added that #3 was added, and submitting comments in writing you could do so. All Board Members agreed to TA #9 with change.

Board #10- District Board Member Interactions with Staff

Chairman Murphy stated that we struck #11- Exposure Control Plan will be administrative, maybe even operational, and purchasing will be administrative. He explained that Director Wheeler and himself got together with Chief Bunn and worked on this one. He believes that the intent here was censorship between elected officials and that is not our position. We retitled District Board Member Interactions with Staff, and that applies to everybody. Chief Bunn commented that on process 1, that he doesn't believe communication concerning operational and administrative items must first be directed through the District Fire Chief. He thinks that if a Board member wants to talk to staff about any educational, or operational component, then they should be able to.

Chairman Murphy added that he shorted up 1a. Subsequent self-education on a topic may involve interactions with Staff, so long as these actions do not interfere with emergency operations and only take place after approaching the Fire Chief first. Chief Bunn stated that he doesn't think that there is any reason to approach the Fire Chief at all. Director Skinner shared that she thinks that it is important for a Board Member who is going to approach any staff, that the Chief should be aware of it. All Board Members discussed and agreed to table #10.

Chairman Murphy did a quick recap and stated that we have TA'd Board #1, tabled Board #2, TA'd Board #3 with changes, Board #4 was tabled but we need to sit down and clean it up. We've TA'd Board #6, Board #7, Board #8, Board #9, and Board #10 is tabled.

6. Discussion and possible action to set dates and times for S.O.P. Workshop*

All Board Members discussed and agreed to have the next S.O.P. Workshop at the beginning of our next regular meeting on September 12, 2024.

7. Discussion and possible action regarding policy violations by Jason Nicholl related to requesting verification of sick leave for an employee*

8. Discussion and possible action regarding Chief Brian Bunn's 3-month evaluation*

Chairman Murphy explained that part of Chief Bunn's contract was to do 3-month evaluations that would allow the Board to give feedback and improve what he is doing for us and what we are doing for him. He added that we received 3 evaluations included in the packet and that there

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are 2 more to be added to the packet to make a complete set of evaluations from all Board Members. At this time all Board members shared some thoughts about Chief Bunn:

Director Toombs shared that he has watched the interaction with the staff and how they respond to Chief Bunn, and it has been remarkable. It highlights his leadership, and he has built collaboration throughout the district in the short time that he has been here. He added that Chief Bunn is the type of leader that we needed in this district at this time. He commented that he could have come in here and done the bare minimum, but he chose to tackle fiscal responsibility, professional standards, and building confidence back in the Chief's position.

Director Skinner stated that Chief Bunn had brought calm to that storm. She appreciated that he took the time to communicate with the Board that he would be out of the area on a Wildland assignment and that communication has been key. He is a man of his word.

Director Rodriguez shared that he had a good feeling from the time he met Chief Bunn that we were making the right choice asking him to be our Interim Chief. He added that he has seen a big difference in the department since he came on board.

Director Wheeler stated that he hasn't had much interaction with Chief Bunn, but he mirrors everything the other Board members said. He added that there have been changes for the good and the department has improved. He added that he could improve himself and do better, along with members of the fire district.

Chairman Murphy commented that Truckee Meadows didn't know what they had to let you Chief Bunn come here, and he is happy that he is here now. He added that the culture and the mood are changing in the department, and people are happy to come to work. Chairman Murphy shared that we have never had a Chief like this before and that he is the best Chief that we have had in this department.

Chief Bunn asked for feedback from staff and put it on record and make it public.

Mr. Bill Snyder, on behalf of Local 4547 shared that the morale is much higher within the department.

Mrs. Linda Carr shared that she feels comfortable walking into the Station again. She explained that watching how it affected the fire department was heartbreaking. We appear to be going in the right direction, and she is grateful for that. She added that she appreciated the meeting on his 60-day outlook and liked that he involved everybody and made sure everyone was following along.

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Captain Bill Snyder added that we have gone through a lot of bad times but the fact that we now have genuine leadership and direction, and the morale in the department has changed for the better.

Mr. Scotty Slatter, with Eternal Image, shared that from a business perspective business is better. There was a time that he didn't want to do work for the department due to problems, and no communication. He stated that since Chief Bunn has been here, communication has picked up, and everyone that comes into the shop is happier. He shared that Chief Bunn and Stephen Emery have kept on him to get things done, and it all came together. He added that it has been a great experience to continue to do the rest of the trucks and ambulances, and it has been an easy transition.

Director Toombs shared that everything that was just mentioned is everything that the Board just said. He added that he thinks this is the culture that Chief Bunn is instilling in our district right now, to embrace the red. A true leader is not afraid to stand up and get feedback from the staff. He added that embracing the red is a huge talent that not a lot of leaders possess.

Director Rodriguez shared that he was told it would be fun when he was brought onto the Board, and he claims that it's fun again.

Chief Bunn has been working with Victory Logistics on the city fire station, and he shared that he was asked how he likes his new position. He stated that it is a blast, but the boots and the staff make it easy. Everyone is motivated and eager to work and make positive changes to move forward in the department. He added that he is happy to be here.

Chairman Murphy added that this was not a financial benefit or an upgrade for Chief Bunn. He added that Chief Bunn did this because there was an opportunity for a challenge, and he wanted to do good for this department. In 4 months, Chairman Murphy stated that is all he has seen and heard from everyone that he has spoken with.

9. Fire Chief Report

Chief Bunn stated that he added response analytics, and Mr. Stephen Emery worked hard trying to get the data from the current reporting systems. He added that it is nearly impossible to get the data, and this is the best we got until the software changes in October-November, and we will have some real analytics to present.

Effective this Monday, the office hours will be changed to 10-hour days, Monday-Thursday. Due to the data collected, we had a low percentage of customer service, whether it was in person or via phone. Most recently we had a couple of odd individuals here at the station and no one needs to be at the station alone on Fridays during business hours.

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Chief Bunn added that we have collected a very small pool of applicants, and we do have another vacancy coming up, and we will have 2 vacancies to fill. They will go through a formal process: a written test, skills evaluation, and an oral board.

He shared that Fire Marshal, Tim Myers and himself spent all day today with Victory Logistics and the City of Fernley regarding the fire station that they are planning to construct. Chief Bunn added that he told the incident commander and the Nevada Fire Board that he is only giving them 2 roles because it is too much to be away from the desk. He added that he brings in about \$3,800.00 to \$4,000.00, and he feels that going on these assignments is not pulling him away from things to be taken care of back at home. He added that he has been fully engaged with the Executive Team.

Director Toombs thanked Chief Bunn for working with the city on Victory Logistics. He added that whatever the outcome is there will be the right one. He commented that the city sees the crews and all of the great things that you do but when they see the raw numbers it really shows how much you contribute to this community for public safety.

10. Reports of Directors, Fire Marshal, Staff, Volunteers, Local 4547, City of Fernley

Director Skinner shared that she was out of town for the National Night Out and she would have liked to have attended. As a director, she hopes to be more involved in those community events. We are going down the right path, the morale is good, and she is happy to be here.

Director Rodriguez thanked the fire department for showing up for everything that took place on the fourth of July from the parade to the park. He thanked everyone who helped out with the National Night Out.

Director Toombs- None.

Director Wheeler- None.

Chairman Murphy shared that we received a letter from the Department of Taxation that they do accept our final budget and is in accordance with NRS.354.598. He added that we are dealing with some financial issues as anticipated, but we came into this knowing that we would be under a tight budget. We did a lot of work pairing the budget down and he feels confident that it is the right thing to stick to. He shared that 2 of the big items that put us in a tight spot right now are not receiving the \$550,000.00 for out-of-district assignments, through a lot of diligence with staff. At that time, we hadn't received as much in AdValorem as we knew was possible. There was some discussion about getting a loan or a line of credit to help float payroll. He stated that we know the money will be coming to us, but we just don't have it right now. We pulled our remaining funds from the Acquisition to keep people paid and trucks moving.

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Chairman Murphy stated that as far as he knows we have not received anything, but we are still talking with some banks to secure either a line of credit or a loan.

Chief Bunn shared that while he was out on assignment, and he got the message of the possibility of not being able to make payroll. He stated that he pulled the plug, made an executive decision, and gave directions to go after a loan because his number one concern is making sure that staff can put food on the table and make their mortgages.

Fire Marshall- None.

Chief Bunn shared that Stephen Emery has taken on some additional classes and has gotten some certifications. He is working with Prevention and doing building inspections.

Volunteer Captain, Dan Hiles shared that we have several new applicants coming in.

Mrs. Becki Howlett shared that at the City Council meeting, there was a letter read thanking the district for trying to save their dog Blue. She added that the Main Street Committee has 2 sidewalks approved and that Rehab got a donation of Gatorade given to them.

Mrs. Kasey Miller shared that all Board Members received district phones and if anyone needs help setting them up Tim Myers would gladly help with that.

City of Fernley- None.

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Mrs. Linda Carr shared that the 911 Ceremony will be held at the Out of Town Park on September 11, 2024, from 9 a.m.–10 a.m.

Mr. William Shaddock, a public citizen, shared that the National Night Out is getting better every year, along with the Fourth of July event. He stated that seeing people out in uniforms, and rigs being out there feels like you're becoming a part of the community again.

12. Adjournment*

Chairman Murphy adjourned at 1956.

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NOTE(s): All items indicated by an asterisk (“*”) were Action Items. A complete and detailed record of this meeting was recorded on Micro SD Recorder August 8, 2024

Respectfully Submitted by:

Shannon Moffett, Administrative Assistant
North Lyon County Fire Protection District

September 12, 2024

Date

Approval of Minutes

August 8, 2024

For Against Abstain Absent

___ Approved as Read ___ ___ ___ ___

___ Approved with Corrections ___ ___ ___ ___

Paul Murphy, Chairman
North Lyon County Fire Protection District

September 12, 2024

Date

**AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES
BETWEEN NORTH LYON FIRE AND OOSOSHARP, LLC dba SHARP AMBULANCE
BILLING**

This AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES (hereinafter "Agreement"), is made and entered into this October 2024 , by North Lyon Fire 195 East Main St Fernley, NV 89408 (hereinafter "Provider") and Oososharp, LLC, a California Limited Liability Company doing business as SHARP AMBULANCE BILLING (hereinafter referred to as "SHARP.").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound, Provider and SHARP agree as follows:

1. TERM: This Agreement shall commence on the date set forth above and shall continue in full force and in effect for an initial term of twelve (12) months ("Initial Term"). During the Initial Term: (i) Provider may terminate this Agreement, with or without cause, by giving SHARP sixty (60) days advance written notice; and (ii) SHARP may terminate this Agreement only for cause by giving Provider sixty (60) days advance written notice. For purposes of termination of this Agreement "for cause" during the Initial Term, "for cause" shall mean Provider's intentional breach of a material provision of this Agreement. After expiration of the Initial Term, either party to this Agreement may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice.

2. SCOPE OF SERVICES: SHARP will perform the Services as set forth in Appendix "A" of this Agreement. SHARP may rely upon the documents provided to SHARP by Provider's employees when making claims to governmental agencies and other third party payers under Appendix "A" of this Agreement. All Services provided pursuant to this Agreement shall be subject to the terms and conditions of Provider's HIPAA Agreement which SHARP agrees to execute concurrent with this Agreement. To this extent, if there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control.

3. COMPENSATION AND PAYMENT: SHARP will provide the Services, as stated, for the fee as outlined in Appendix "A." SHARP shall invoice Provider on the first (1st) day of the month for the payments received by the Provider for the previous month. Payment to SHARP is due by the fifteenth (15th) day of the month and invoices not paid by the end of the

month shall bear a service fee of one and one half percent (1.5%) per month until paid. Provider's failure to make payment of any invoice within forty-five (45) days shall be considered a material breach of this Agreement and SHARP's obligations to perform services under this Agreement shall be terminated.

4. AGENCY RELATIONSHIP: SHARP is an independent contractor billing service. SHARP and Provider agree that the intermediaries for Medicare and Medicaid and other payers may accept claims prepared and submitted by SHARP on behalf of Provider only so long as this Agreement remains in effect.

5. COMPLYING WITH THE LAW: SHARP shall comply with all applicable state, federal and local laws, rules and regulations in effect during the term of this Agreement.

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

- | | | |
|----|---------------------------------|--------------------------|
| A. | General Liability Insurance | \$2,000,000.00 aggregate |
| B. | Worker's Compensation Insurance | \$1,000,000.00 |
| C. | Cyber Liability Insurance | \$1,000,000.00 |
| D. | Errors and Omission Insurance | \$1,000,000.00 |

The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Provider.

7. INDEMNIFICATION AND HOLD HARMLESS: SHARP agrees to indemnify, defend and hold harmless the Provider and its officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect or asserted, and any and all attorneys' fees and other expenses which Provider or its officers, employees, agents or volunteers may sustain or incur as a consequence of or in any way related to SHARP's or its employees', agents' and subcontractors' performance of responsibilities and obligations to be performed by SHARP under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

Provider agrees to indemnify, defend and hold harmless SHARP and its officers, members, employees and agents from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect or asserted and any and all attorneys' fees and other expenses which SHARP or its officers, members, employees or agents may sustain or incur as a consequence of or in any way related to Provider's or its employees', agents' and subcontractors' performance of the responsibilities and obligations to be performed by Provider under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

8. SHARP SERVICES AND RESPONSIBILITIES: SHARP shall perform the following Services for Provider, and as more fully set forth in Appendix "A," including, without limitation:

(a) Screen, prepare and submit claims to any and all payers including, but not limited to, individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of payment of ambulance Services;

- (b) Track and trace all claims submitted;
- (c) Resubmit and resolve denied or disallowed claims;
- (d) Retain all source documents for seven years;

(e) Provide adequate precautions to protect confidentiality of patient records in accordance with applicable federal, state and local law and the HIPAA Agreement;

(f) Timely submit claims, during normal business hours and subject to any cause or causes beyond the control of SHARP; and

(g) Conduct all contact and correspondence with beneficiaries, responsible parties and payers.

9. 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 including;
 - Emergency Reporting PCR
 - Hospital Face Sheet
 - Ambulance Signature Form
 - Physicians Certification Statement

(b) Provide SHARP with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for SHARP to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable; and

(c) Obtain patient signature or patient representative signature on trip ticket, or indicate why unable to obtain signature.

10. 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.

11. DISENGAGEMENT AGREEMENT: Upon termination of this Agreement, SHARP will continue to perform the 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 at the Provider's expense. Provider shall pay SHARP all moneys owed at the time of the termination.

12. EQUAL OPPORTUNITY EMPLOYMENT: SHARP represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. COMPLIANCE WITH LAWS: SHARP shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations and shall perform all Services in accordance with all applicable federal and state laws, rates and regulations.

14. AUTHORITY TO ENTER AGREEMENT: SHARP and Provider represent and warrant that they have all requisite power and authority to conduct the business anticipated herein and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

15 NOTICES: Any notices required or permitted to be given under this Agreement by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

<p>If to SHARP:</p> <p>Oososharp, LLC 5006 Sunrise Blvd #100 Fair Oaks CA 95628</p>	<p>If to Provider:</p> <p>North Lyon Fire 195 East Main St Fernley, NV 89408</p>
<p>Copy to:</p> <p>Richard D. Sopp, Esq. Wheatley, Sopp & Madsen, LLP 2600 E. Bidwell St Suite 150 Folsom, CA 95630</p>	<p>Copy to:</p> <p>North Lyon Fire 195 East Main St Fernley, NV 89408</p>

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 15. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with an overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

16. MODIFICATION OF AGREEMENT: No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by SHARP and Provider.

17. **NON-WAIVER:** A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

18. **AGREEMENT DRAFTED BY ALL PARTIES:** This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

19. **SEVERABILITY:** If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

20. **SECTION HEADINGS:** The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

21. **NO THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Agreement.

22. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

23. **APPLICABLE LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Sacramento County, California. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 23. Each party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 23.

24. SOLE AND ONLY AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the matters set forth in this Agreement and contains all of the covenants and agreements between the parties regarding said matters.

25. ATTORNEYS' FEES: If an action at law or in equity or in arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled.

26. ASSIGNMENT AND DELEGATION: Neither SHARP nor Provider may assign or delegate this Agreement in whole or in part without prior written consent of the other party which consent shall not be unreasonably withheld. Any attempted assignment or delegation in violation of this Section will be void.

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

Oososharp, LLC
A California Limited Liability Company
Doing business as Sharp Ambulance Billing
5006 Sunrise Blvd Suite 100
Fair Oaks Ca 95628

PROVIDER:
North Lyon Fire

**195 East Main St
Fernley, NV 89408**

844-259-4003

By: Barry Christian

By: Bryan Bunn

Chief Executive Officer

Chief

OOSOSHARP, LLC

5006 Sunrise Blvd Suite 100 Fair Oaks CA 95628
844-259-4003

Appendix "A"

I. Private and Facilities Billing

Oososharp, LLC doing business as Sharp Ambulance Billing (hereinafter "SHARP") to prepare all invoices and follow-up mailings. Initial invoicing with instructions will be on 8X11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing or Billing insurance occurs within three (3) business days of receipt of transport tickets. Toll Free 844-259-4003 telephone number provided to patients. An initial letter will also be sent at this time to elicit any insurance information from the patient or patient's family. If we receive no answer on this letter, SHARP will use a number of methods to determine insurance eligibility including phone calls, electronic sources, and inquiries to the hospital or other facility where the patient was transported as well as sending an additional inquiry letter to the patient. This process can be modified for Provider. The standard bill schedule is as follows:

Private Bill Schedule (Or as determine by Client)

- | | |
|-----------------|-----------------------------------|
| 1. Invoice | Immediately |
| 2. Statement | 30, 60 and 90 days with statement |
| 3. Final Demand | 120 days |

II. Medicare, Medicaid

SHARP to prepare all bills and electronically convey to Medicare and Medicaid fiscal intermediaries. SHARP to assist with and/or prepare any new pre-authorization documents required by the Provider to be paid by Medicare for Non-Emergent transports. Documents such as Medical Necessity from Facilities or patient Doctors and Medical records should be obtained by provider.

All secondary and coinsurance billing transferred to the appropriate secondary pay source and promptly billed to that source.

Screen, prepare and submit claims to any and all payers including, but not limited to, individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of payment of ambulance Services;

- Track and trace all claims submitted;
- Resubmit and resolve denied or disallowed claims;

Retain all source documents for seven years;

III. Workers' Compensation and Private (Commercial) 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 possible and appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by SHARP.

Track and trace all claims submitted;
Resubmit and resolve denied or disallowed claims;
Retain all source documents for seven years;

IV. Delinquent Claim Handling

If patient claims age over forty-five (45) days from date when first invoiced as primary or as secondary co-pay Sharp will attempt telephone contact for payment arrangements. Telephone contact will be attempted several times and follow up will continue until payment in full is received or account is assigned to an outside collection agency by Provider. Information and data will be provided to Provider's outside collection agency at the request of Provider.

SHARP will utilize installment billing as allowed by the Provider in cases of financial hardship. SHARP will use the Provider portal for credit cards or, if requested by provider, assist with setting up a merchant portal for them in order to process Credit Cards. All charges and service fees for the Merchant Portal will be billed to the Provider directly by the Merchant Service (Bank).

V. Receipts Processing

SHARP or Provider shall maintain a separate account for the depositing of payments it receives for services rendered by Provider. If SHARP provides the account then within three business days of receipt, receipts shall be deposited into Provider's account less SHARP's fees as set forth below.

VI. Reports

Sharp can customize any report or add any report supported by the Data from the Ambulance Billing software.

Reports can be printed – Published on the Sharp Web Portal or run by Provider on the Sharp Web Access portal. Along with reports Sharp Web Access Portal provides a Dashboard of important analysis data.

Monthly, SHARP will perform accurate month end close procedures that will result in the minimum (SHARP and Provider will define a set of reports at the request of Provider) of the following reports to the Provider:

Custom Invoice and Statements for Patient, and Facility billing or any non-insurance per Provider sample and any adjustments requested

Monthly Ticket Survey

Monthly Sales Journal – Detail and Summary

Monthly Cash Receipts Journal – Detail and Summary

Monthly Receivables Aging – Detail and Summary

Management A/R Analysis – Detail and Summary

Monthly Closing Balance Summary of all AR and beginning and ending AR

Statistical Reports customized to client needs

Year to Date – Fiscal Year monthly totals and statistics, and Avg. Days in AR

Annual collections statistics with graphs and percent collected

Additional Daily, Weekly and Monthly reports as requested, examples are:

Weekly report of Transports Billed compared to Actual Transports performed

Transports unable to be Billed and why

Transports reject by Insurance and why

Open and Unpaid Transports by DOS

Tracking reports as requested

The cost of responding to requests for information from third parties shall be billed to the party making the request.

VII. Provider Responsibilities

- Submit necessary transport information, including pay source information and patient condition, to SHARP for billing purposes. SHARP accepts manual forms, but if later required by the State to use Electronic forms Sharp can handle all the current vendors using NEMSIS II and NEMSIS III standards, information electronically from any EPCR vendor that provides NEMSIS data and documents. Examples are Angel Tracks Software, ESO Solutions, EMS Charts, Image Trend, Zoll, Trittech, Sansio, High plains and many others. These vendors have functionality to provide NEMSIS data and documents- but may also require purchase of additional modules by Provider for this function. SHARP will also provide such software products and hardware for an additional monthly percent as indicated below.

- Forward to SHARP all necessary information relating to patient transports services, payments and patient eligibility, if known and, if possible, coordinate with SHARP and EPCR vendor to provide the information electronically.

Necessary Information Includes:

- Emergency Reporting PCR
- Hospital Face Sheet
- Ambulance Signature Form
- Physicians Certification Statement

- Notify SHARP of any accounts that require special attention.
- Obtain signature of patient or guardian or EMT if Patient unable to sign.
- Provide patient's name, date of birth, Social Security Number, Insurance and Group-Member ID if known and needed to Bill Insurance. SHARP will incorporate to the degree possible software eligibility and coverage detection tools to determine Eligibility for insurance.
- Designate personnel to help identify missing information such as scene location, mileage, proper documentation etc. to complete billing process.
- Provide list of Transports per day (paper or electronic) that should be billed for comparison to what was billed and, if possible, the expected level of service, and emergency or non-emergency status expected for comparison.

VIII. Source Documents

SHARP will retain all source documents including attachments for seven (7) years. When service contracted is terminated, all source documents are returned to Provider at the SHARP's expense.

IX. Fees

IX. Fees

Provider shall pay SHARP FOUR percent (4%) of the gross receipts it receives through SHARP's billing including accounts assigned to outside collection agencies.

Credit Card Payment option- PROVIDER can use its current Merchant account for the PROVIDER or Sharp can provide a separate (Merchant Account). If a Sharp only account is chosen then **The Merchant account and transaction fees for a credit card are billed by the credit card services direct to Provider and all funds directly deposited to Provider Account.**