

**RESTATED AND AMENDED INTERLOCAL AGREEMENT
BETWEEN
MARTIN COUNTY
AND
THE MARTIN COUNTY TAX COLLECTOR
REGARDING BILLING AND COLLECTION OF EMS USER FEES**

THIS RESTATED AND AMENDED INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2024, by and between MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and RUTH PIETRUSZEWSKI, as the MARTIN COUNTY TAX COLLECTOR, a Constitutional Officer of the State of Florida, hereinafter referred to as "TAX COLLECTOR".

WHEREAS, the COUNTY furnishes Emergency Medical Services in the unincorporated areas of the COUNTY; and

WHEREAS, the COUNTY assesses User Fees for such services and must maintain accurate and appropriate billings; and

WHEREAS, the TAX COLLECTOR is appropriately equipped to provide billing and collection services needed by the COUNTY and has agreed to provide such services to the COUNTY upon the terms and conditions contained herein; and

WHEREAS, on February 10, 2015, the COUNTY and the TAX COLLECTOR entered into an Interlocal Agreement pursuant to Section 163.01, Fla. Stat., regarding the TAX COLLECTOR collecting EMS User Fees on behalf of MARTIN COUNTY; and

WHEREAS, such Interlocal Agreement was subsequently amended from time to time with the current Interlocal Agreement between the COUNTY and TAX COLLECTOR Regarding Billing and Collection of EMS User Fees dated February 22, 2022; and

WHEREAS, the parties agree it is necessary to amend the Interlocal Agreement for the TAX COLLECTOR's EMS ground billing services to provide additional contractual provisions to improve the EMS billing and collection practices and procedures.

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. During the term of this Agreement, TAX COLLECTOR shall provide COUNTY with the following services:

(a) TAX COLLECTOR shall initiate appropriate bills in amounts based on fee schedules as shall be provided to TAX COLLECTOR by COUNTY from time to time, in form and content reasonably satisfactory to COUNTY and TAX COLLECTOR for all services performed by COUNTY in connection with its emergency medical ground services. COUNTY shall electronically submit all patient information necessary to accomplish patient billing to TAX

COLLECTOR. In addition, as to each such bill initiated by TAX COLLECTOR on behalf of COUNTY, TAX COLLECTOR shall rebill, at least twice, all such patients (such term to include a patient's insurance carrier or other third party obligated to pay for medical services rendered to patient) at such reasonable intervals in the event of nonpayment of such bill by patient when due, as may be from time to time designated by COUNTY. If after such patient has been appropriately rebilled by TAX COLLECTOR and such bill remains outstanding and unpaid, TAX COLLECTOR shall follow-up such delinquent patient account with such additional collection procedure which COUNTY deems appropriate.

(b) TAX COLLECTOR shall prepare responses to all inquiries concerning statements rendered by COUNTY to each patient, services performed by COUNTY for its patients, commercial insurance forms, health plan claim forms, all governmental agency claim forms, workers compensation claim forms, and such other forms and reports as may be required from time to time to be prepared, submitted, filed or otherwise provided by COUNTY to any entity in connection with the operation of its business.

(c) TAX COLLECTOR agrees to continually investigate additional tools, training and resources to increase the efficiency and effectiveness of the TAX COLLECTOR's services under this Agreement.

2. COUNTY agrees to pay TAX COLLECTOR for primary billing services to be performed by TAX COLLECTOR for COUNTY as follows:

(a) The flat rate of Nineteen Dollars (\$19.00) per billed Florida Medicaid patient.

(b) 6.7% of all other collected revenue from EMS User Fees billings. The 6.7% includes 5.5% as compensation for performance of primary billing services, and 1.2% to cover any computer hardware, billing software, and continuing education needs of the TAX COLLECTOR.

(c) COUNTY agrees that all payments received due to the billings made on behalf of COUNTY by TAX COLLECTOR shall be deposited into TAX COLLECTOR accounts and TAX COLLECTOR shall transfer all collected revenue generated in the preceding month by billings to the accounts of COUNTY on or before the 10th of the following month.

(d) TAX COLLECTOR shall provide and furnish all material, statements, envelopes, stamps and personnel for the performance of the activities of the TAX COLLECTOR.

3. COUNTY and TAX COLLECTOR agree to collaborate to create comprehensive EMS Billing and Collection Policies and Procedures that include, but are not limited to the following:

- i. Proper segregation of duties
- ii. Complete monthly reporting
- iii. Data transfer from COUNTY and validation of data
- iv. Claim creation and patient/call research
- v. Filing claims

- vi. Filing appeals
- vii. Collection follow up
- viii. Processing of payments and daily reconciliation
- ix. Refunds for overpayment
- x. Write-off of uncollected debt
- xi. Required absence for EMS billing staff

4. The TAX COLLECTOR will provide the COUNTY with a monthly report that shall contain:

- (a) The daily activity of each account;
- (b) The amount charged to each account;
- (c) The total amount received by TAX COLLECTOR for billing each day;
- (d) The total number of accounts turned over to the TAX COLLECTOR for billing, broken down into financial classes (self-pay, Medicare, Medicaid, commercial insurance or workmen's compensation);
- (e) An aged accounts receivable summary for 30, 60, 90 and 120 days, for all accounts turned over to TAX COLLECTOR;
- (f) A statistical report setting forth for each financial class as above defined, the percentage of number of accounts and dollar value of accounts of each financial class to the total accounts turned over to the TAX COLLECTOR by the COUNTY;
- (g) For each financial class, the percentage of total collections attributable to such class; and
- (h) Total dollars collected for each class.

5. All electronic and paper files containing any information pertaining to COUNTY, shall be available for inspection by COUNTY or its representatives from time to time as COUNTY may desire.

6. Unless otherwise instructed in writing by COUNTY, TAX COLLECTOR shall maintain all source data, excluding copies of checks and material, and its own master files, in a completely secure manner so that all such data shall be readily available to TAX COLLECTOR and COUNTY.

7. No data, information or material submitted to TAX COLLECTOR by COUNTY or existing in TAX COLLECTOR's master files pertaining to COUNTY shall be destroyed or otherwise made unavailable to COUNTY without COUNTY's consent.

8. The failure of TAX COLLECTOR to perform under the terms of this Agreement because of an act of God, inevitable accident, fire, lockout, strike, riot or civil commotion, act of public enemy, enact of any rule, order or act of government or governmental instrumentality or

other catastrophe beyond TAX COLLECTOR's control, shall not constitute a breach of this Agreement or a failure of performance by TAX COLLECTOR.

9. The COUNTY shall during the term hereof, turn all of its accounts and charges for EMS ground services over to the TAX COLLECTOR for billing, and shall not during the term hereof, permit or allow any other person, firm or corporation to bill for ground services provided by COUNTY to its patient. It is the parties' intent that the TAX COLLECTOR exclusively perform all of the services described in this Agreement for the COUNTY during the term or renewal hereof.

10. This Agreement has been executed and delivered in the State of Florida and shall be deemed to be an Agreement under the laws of said state and shall be construed and enforced in accordance with and governed by the laws of the State of Florida.

11. This Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

12. All covenants, agreements, promises and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto.

13. The term of this Agreement shall be for one year and automatically renew unless either party provides written notice of its intent to terminate this Agreement no later than 90 days prior to the expiration of the current term. The Agreement may be terminated by COUNTY or TAX COLLECTOR upon one hundred and twenty (120) days prior written notice to the other of its decision to so. Upon expiration or termination of this Agreement for any cause, TAX COLLECTOR shall provide all reasonable assistance to COUNTY and shall use its best efforts to return to COUNTY or its designate in an orderly and expeditious manner, but in no event later than thirty (30) days after the date of such termination, all data, records, documents, reports, information, equipment and other property belonging to COUNTY.

14. Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the date stated below.

DULY EXECUTED ON THIS ___ DAY OF _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT AND
COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS
COUNTY ATTORNEY

MARTIN COUNTY TAX COLLECTOR

Ruth Pietruszewski, Tax Collector
RUTH P. PIETRUSZEWSKI