Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MARATHON AND PROFESSIONAL PRACTICE SUPORT, INC., THIRD PARTY HEALTH CARE BILLING AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") has previously contracted with Professional Practice Support, Inc. ("PPS"), to provide computerized EMS and healthcare insurance billing service for the City's Fire Rescue Department: and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Emergency Medical Services ("EMS") healthcare insurance and patient billing reimbursement services (the "Services"); and

WHEREAS, the services provided by PPS to the City have resulted in the collection of significant amount of monies from healthcare insurance companies and other third parties for EMS services provided by the City; and

WHEREAS, the City desires to engage the Consultant to perform the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. An Agreement between the City and Consultant, which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF SEPTEMBER 2026.

THE CITY OF MARATHON, FLORIDA

Mayor Lynny Del Gaizo

Lynny Del Gaizo, Mayor

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
PROFESSIONAL PRACTICE SUPPORT, INC.
FOR
THIRD PARTY HEALTHCARE BILLING

THIS AGREEMENT is made and entered into this 1st day of September 2026, by and between Professional Practice Support, Inc., a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF MARATHON, FLORIDA,** a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Emergency Medical Services ("EMS") healthcare insurance and patient billing reimbursement services (the "Services"); and

WHEREAS, the City desires to engage the Consultant to perform the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

   1.1 The Consultant shall furnish professional Services to the City as set forth in the Scope of Services attached to this Agreement as Exhibit "A," and incorporated herein by this reference.

   1.2 The "Scope of Services" includes a schedule for the Services which include a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

   2.1 This Agreement shall become effective October 1, 2026, and shall remain in effect through September 30, 2027, unless terminated earlier in accordance with Paragraph 7. The City may, at its sole option, extend this Agreement for two (2) additional one (1) year terms on the same terms and conditions as set forth herein. Such extension shall be effective upon receipt of a written notice from the City to the Consultant received no later than 30 days prior to the date of termination.

   2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

___ A lump sum amount of $_____, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

_X_ On a percentage basis. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Services Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the percentage charged for the work; and (iii) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Any subconsultants used must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in lawful possession of the City

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

5.3 Provide Consultant with patient and insurance information via e-mail or other electronic means for billing purposes; complete and sign all necessary provider agreements required by clearinghouses and carriers for electronic transmission of payments to the City; and cooperate with Consultant to enhance the accuracy of data collected by City personnel and if necessary, provide access to City personnel for the purposes of training when the need for training is mutually agreed upon by the City and Consultant.

5.4 Provide assistance, and any other services and materials Consultant may reasonably request in order to perform the Services. The City shall not recruit or hire any personnel of Consultant who are or have been assigned to perform work for the City under this Agreement until one (1) year after termination of this Agreement.

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional healthcare billing and third-party reimbursement firm under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work (i.e., if billing errors are discovered and can be corrected, such corrections shall be made by Consultant).

6.2 Consultant represents that it is the lawful owner or licensee of any software programs or other materials used by it in the performance of the Services and has all rights necessary to convey to the City the unencumbered ownership of deliverables set forth in the Scope of Services.

7. **Termination.**

7.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party, or immediately with cause.

7.2 If either party fails to perform any of its obligations under the Agreement or Consultant is adjudged bankrupt, makes a general assignment for the benefit of its creditors, permits a receiver to be appointed on account of its insolvency, otherwise insolvent, or fail to make prompt payments to its subcontractors, the non-defaulting party shall provide the defaulting party with written notice thereof, stating the nature of the default complained of. If the defaulting party does not cure such default within seven (7) days after receipt of such notice [or such longer period agreed to in writing by the parties if the nature of the default is such that it cannot be cured within seven (7) days and the defaulting party has commenced and is diligently proceeding to cure the default within the original seven (7) day period], the non-defaulting party shall have the right, on forty-eight (48) hours written notice thereof to the defaulting party to terminate this Agreement.

7.3 Upon issuance or receipt of written notice of termination – as may be the case, Consultant shall stop the Services.

7.4 In the event of termination by the City, the Consultant shall be entitled to its percentage share of future collections from participating claims that were billed through the termination date. That future share shall be calculated as of the date of termination by totaling the amount of outstanding claims and applying adjusted charges to collections ratios for the most recently completed fiscal year to the Agreement percentage fee. If a full year's data has not been completed, data used to determine the average collection rate will be based on months where over 120 days has accrued, provided that the Consultant has first complied with the provisions of Paragraph 7.5.

7.5 The Consultant shall transfer all books, data, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement. Consultant shall also furnish to the City all work in progress or portions thereof, including all incomplete work.

7.6 Consultant shall not at any time use the City's name in any advertising or publicity without the prior written consent of the City.

8. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers. The insurance coverage shall include a minimum of:

8.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.

8.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than $300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City shall be named as additional insured.

8.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than $300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The City should be named as additional insured.

8.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than $100,000.

8.5 Cyber Liability. The Consultant will obtain Cyber liability insurance. Coverage will include privacy breaches, network security liability, data breach, network extortion. The minimum limits acceptable $1,000,000.

8.6 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

9. **Nondiscrimination.**

9.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Attorneys' Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

11. **Indemnification.**

11.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. Consultant's obligations under this paragraph do not extend to any claim, loss, liability, causes of action, judgment or damages, arising out of, related to, or any way that may arise from inaccurate or falsified documentation which was provided to Consultant by the City.

11.2 The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Steve Williams, City Manager
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

With a Copy to: City Attorney
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

For The Consultant: Professional Practice Support, Inc.
PO Box 5847
Gainesville, GA 30504-0847

13. **Governing Law**.

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court, or the Southern District of Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. **Ownership and Access to Public Records.**

15.1 All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

15.2 The Consultant is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

15.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

15.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Consultant.

15.5 The Consultant consents to the City's enforcement of the Consultant's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney's fees incurred by the City.

15.6 The Consultant's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.

15.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances, and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

19. **Compliance with Laws.**

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

20. **Waiver.**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions.**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition Of Contingency Fees.**

22.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts.**

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

24. **HIPAA.**

24.1 This Document recognizes that Consultant is a "Business Associate" of the City as defined under the Privacy Provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). Accordingly, Consultant shall only use, and release protected personally identifiable information to:

a. Seek payment from insurance entities, and/or individuals responsible for payment including the patient.
b. Provide data aggregation services to the City related to the healthcare operations of the City.
c. Release protected healthcare information on accounts being forwarded for collection agency action to the agency designated by the City.

Consultant will:

a. Not use or further disclose protected health information other than permitted or required by this Agreement or as required by law;
b. Use appropriate safeguards to prevent use or disclosure of protected health information not authorized by this Agreement;
c. Report to the City any use or disclosure of protected health information not authorized to be released by this Agreement, which Consultant becomes aware;
d. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from, or created or received by Consultant on behalf of the City agrees to the same

restrictions and conditions that apply to Consultant with respect to such protected health information;

e. Refer to the City for action on any requests for access or amendment to protected health information in accordance with § 164.524 and 164.526 of HIPAA;

f. Make available any information required to provide an accounting of disclosures of protected health information in accord with §. 164.528 of HIPAA;

g. Make its internal practices, books, and records, relating to the use and disclosure of protected health information received from, or created or received by Consultant on behalf of the City available to the Secretary of Health & Human Services as required by HIPPA;

h. At termination of this Agreement, retain records containing protected health information for a period of not more than 5 years before returning or destroying these records as directed by the City. During this period, the provisions of this Agreement pertaining to the further use or disclosure of this information shall remain in full force.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its President whose representative has been duly authorized to execute same.

Attest:

Diane Clavier, City Clerk

CITY OF MARATHON

By: _____
Steve Williams, City Manager

Date: 9/9/25

CONSULTANT

By: _____
Its: President
Date: 9/1/26

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall:

1. Provide EMS Billing & AR Management services consisting of:

- Full Service Electronic Billing and Accounts receivable management under standard contract to include:
- Set-up with clearinghouse and required testing.
- Electronic (& paper when required) billing of insurance carriers from data collected at the time of the EMS run and submit claim within three business days.
- Check clearinghouse reports of transmissions within 24 hours and identify reasons for any transmission rejections. Correct and resubmit rejections within one business day where necessary information is available.
- Sequential preparation and mailing of not less than four Patient Statements (or more if reasonable) and Secondary Insurance Claims where applicable per EMS run using the City's remitting address.
- Posting of all payments in databases maintained for the City. These postings are made from of Explanation of Benefit (EOB) statements and checks received on behalf of the City by Consultant along with checks to be deposited and transferred to City's bank account.
- Preparation of up to three monthly reports as selected by the City from a menu of report formats available. Specialized reports are available at additional programming cost.
- Follow-up telephonic contact with insurance carriers on any claim remaining unpaid longer than 120 days. Follow-up will also be made on any insurance claim that falls below the expected reimbursement.
- Follow-up soft collections to patients who have not responded to statement billings and more aggressive collections ONLY when authorized by the City.
- Prepare and submit invoices to the City within the first ten working days each month and be based on collections posted in the previous month.
- Maintain regular office hours and be available, toll free, to the City and its patients in responding to billing questions from 9 a.m. to 5 p.m. during Monday through Thursday (Federal Holidays excluded). Toll-free numbers will be provided on all patient statements. Consultant reserves the right to close the office for vacation periods not exceeding twenty business days per year.
- Participate in EMT training as required to assure accuracy of information used in billing.
- Scan run reports and related information and provide the City with those files in PDF format.
- Process credit card payments for EMS runs for the City. Costs will be only the discount cost per transaction that is charged to Consultant.
- Serve as agent for the City to receive payment in its name as provider of EMS services. Consultant shall deposit all such payments to the City's designated bank

account. Bank deposit slips will be reconciled with computer generated postings to patient accounts. Any necessary refunds from overpayments will be generated by the City from reports and information provided by Consultant. These payment disposition instructions may be modified or revoked at any time by the City.

The overall objective is to maximize the number of claims submitted electronically, shorten payment response time, and systematically increase follow-up of unpaid insurance claims, and increase collection rates.

Fees:

Billing and AR Management Fees

Non-Medicaid Claims	**6.50 % of collections**

MEDICAID CLAIMS
$10.50 PER CLAIM

PAYORLOGIC SERVICE PARTICIPATION FEE
$150.00/MONTH FOR UNLIMITED QUERIES

Contractual Performance Requirements:

Performance requirements for Consultant are outlined below; Consultant shall:

1. Consistently strive to provide the best customer service to the City and its patients.
2. Bill all transport runs within three (3) workdays of receiving complete & accurate billing/insurance data.
3. Re-bill rejected claims within three (3) workdays of receiving notice of such rejection and obtaining the necessary information to correct the reason for the rejection.
4. Provide reports on request within the capabilities of the database and the customer's set-up instructions on data capture.
5. Respond to all customer questions and request in a timely manner, dependent on the nature and extent of the information requested. In every case the time-frame for any particular request will be agreed upon within two (2) workdays of the request.

6. Follow-up on all unpaid claims submitted electronically or on paper between the 45th day and the 120th day following submission.
7. Strive to raise collection rates of the City.

Failure to meet or exceed any performance requirement may be basis for a notice of default from the City under the Agreement.

Collection Rate Goals

Year Three and beyond ---------- 78% of adjusted Charges