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## CITY OF GRAND JUNCTION, COLORADO

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### CONTRACT

The CONTRACT (“Contract”) is made and entered into this [Insert Day] day of [Insert Month], 2026, by and between the City of Grand Junction, Colorado, a Colorado home rule municipality located in Mesa County, Colorado (“City”), and [Insert Legal Entity Name], a [corporation/limited liability company/other entity type] organized and existing under the laws of the State of \_\_\_\_\_ (“Contractor”).

### RECITALS

WHEREAS, the City issued Request for Proposals RFP-5926-26-KF for Emergency Medical Services (EMS) Billing, Claims Processing, and Revenue Cycle Management Services for the City of Grand Junction Fire Department (“Services”); and

WHEREAS, the Services generally consist of EMS billing, claims processing, revenue cycle management, reporting, customer service, compliance support, and related professional services required under the Contract Documents; and

WHEREAS, following completion of the solicitation, evaluation, and selection process, the City selected Contractor to perform the Services; and

WHEREAS, the Contractor represents that it is qualified, experienced, ready, willing, and able to perform the Services in accordance with the Contract Documents and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follow:

### ARTICLE 1

#### **Contract Documents**

The following documents, whether attached hereto or incorporated herein by reference, collectively constitute the “Contract Documents” and form the entire Contract between the Parties. Taken together, these documents form the entire agreement between the Parties and are as fully binding as if set forth herein in full.

In the event of any conflict, inconsistency, or ambiguity between Contract Documents, the order of precedence shall be as follows:

- a. The body of this Contract Agreement;
- b. [Insert Negotiated Scope of Services, if applicable];
- c. Solicitation Documents, including all Addenda, for the Emergency Medical Services (EMS) Billing, Claims Processing, and Revenue Cycle Management for the City of Grand Junction's Fire Department (RFP-5526-26-KF);
- d. Contractor's Response (Proposal);
- e. Service Change Requests (directing changed service(s) to be performed)
- f. Executed Amendments;

## ARTICLE 2

### **Definitions**

Unless otherwise defined herein, the definitions set forth in the Solicitation Documents shall apply to this Contract and all Contract Documents.

## ARTICLE 3

### **Contract Services**

The Contractor shall furnish all labor, supervision, management, professional services, staffing, software, billing platform access, claims processing, customer service, reporting tools, technology, training, implementation support, transition services, travel, materials, subcontractor management, and all other services and incidental items necessary to perform and complete the Services in accordance with the Contract Documents.

The Contractor shall perform the Services in a professional, timely, accurate, and workmanlike manner consistent with generally accepted industry standards applicable to EMS billing, healthcare revenue cycle management, HIPAA compliance, and healthcare information security practices, and in compliance with all applicable federal, state, and local laws, regulations, payer requirements, CMS requirements, and the Contract Documents.

The Services generally include EMS billing and claims processing, accounts receivable management, denial management, payment posting and reconciliation, customer service, reporting and analytics, implementation and transition services, compliance support, data security activities, coordination with the City's designated collection agency, and related revenue cycle management services required under the Contract Documents.

The Contractor acknowledges that the Services may require phased implementation, coordination with the incumbent provider, management of legacy accounts receivable activities, payer enrollment coordination, testing, validation, training, and operational

readiness activities necessary to support uninterrupted billing operations and continuity of Services.

Any services not expressly identified in the Contract Documents but reasonably necessary for proper performance and completion of the Services shall be deemed included within the scope of the Contract without additional compensation unless otherwise approved in writing by the City.

## ARTICLE 4

### **Contract Time**

Time is of the essence. The Contractor shall commence performance upon full execution of the Contract; however, billing services and fee collection activities shall not commence prior to January 1, 2027, unless otherwise authorized in writing by the City.

The Contractor shall perform the Services in accordance with the implementation schedule, transition requirements, operational milestones, staffing commitments, and performance expectations identified in the Contractor's Proposal and incorporated into the Contract Documents.

The Contractor acknowledges that the Services may require phased implementation, payer enrollment coordination, system configuration, data migration, testing, training, operational readiness activities, and coordination with the City and incumbent provider prior to operational go live.

The Contractor shall designate key implementation personnel and shall provide and maintain a detailed implementation schedule, developed in coordination with the City and incumbent provider, identifying milestones, status reporting intervals, escalation procedures, testing phases, transition activities, staffing coordination, and key decision points necessary to support uninterrupted billing operations and continuity of Services.

Unless otherwise modified by written amendment, the Contractor shall achieve operational go-live for billing services no later than January 1, 2027, and shall diligently prosecute the Services throughout the term of the Contract in accordance with the Contract Documents.

## ARTICLE 5

### **Contract Price and Payment Procedures**

The Contractor shall be compensated in accordance with the Contractor's accepted Proposal, **negotiated pricing, and the Contract Documents. Compensation may include a percentage-based fee structure tied to Net Collections, fixed fees, transaction-based fees,**

or other pricing structures accepted by the City and incorporated into this Contract (collectively, the “Contract Price”).

For any compensation based on Net Collections, the calculation methodology, applicable exclusions, adjustments, timing of fee application, collection stages, and eligible accounts shall be as defined in the Contractor’s accepted Proposal and incorporated into the Contract Documents.

The Contractor shall be solely responsible for performing and completing the Services within the Contract Price. No additional compensation, fees, commissions, surcharges, pass-through expenses, or reimbursement shall be allowed unless expressly authorized through a written amendment or Change Order executed by the City.

The Contractor acknowledges that the Contract Price includes all labor, supervision, staffing, software, technology, customer service, implementation, transition support, reporting, compliance activities, cybersecurity obligations, subcontractor costs, payment processing activities, administrative costs, and all other services and incidental items necessary to perform and complete the Services in accordance with the Contract Documents.

The Contractor further acknowledges that compensation under this Contract is based upon complete and satisfactory performance of the Services and achievement of the operational requirements set forth in the Contract Documents, and not upon estimated labor hours, staffing levels, claim volumes, transport volumes, collection projections, or level of effort. Any underestimation of effort, staffing, operational complexity, transition requirements, payer enrollment timelines, or resources necessary to perform the Services shall not constitute grounds for additional compensation.

Unless otherwise expressly approved in writing by the City, the Contractor shall not receive compensation on amounts subsequently refunded, reversed, written off, determined to be uncollectible, or collected through the City’s designated third-party collection agency following account transfer.

Funds for payments under this Contract have been lawfully appropriated by the Grand Junction City Council for the use and benefit of the Project and Services. The City shall not be required to pay amounts exceeding those lawfully appropriated for the Contract unless additional appropriations are authorized and confirmed in writing by the City.

The City shall not issue any amendment, Change Order, or written directive requiring additional Services that would cause the aggregate amount payable under this Contract to exceed lawfully appropriated funds unless and until the City provides written confirmation that sufficient appropriations have been made available.

The Contractor shall submit invoices and supporting documentation in accordance with the invoicing, reporting, reconciliation, and payment procedures set forth in the Contract Documents. All invoices shall include sufficient detail to allow verification of compensation

calculations, Net Collections, adjustments, refunds, account transfers, collection activity, and any other amounts payable under the Contract.

The City reserves the right to review, verify, audit, and reconcile all billing records, collection reports, remittance information, compensation calculations, invoices, and related records associated with payments under this Contract. Payment by the City shall not constitute acceptance of inaccurate, unsupported, or noncompliant charges, invoices, or compensation calculations.

## ARTICLE 6

### **Contract Binding**

The City and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party with respect to all covenants, agreements, and obligations contained in the Contract Documents.

The Contract Documents constitute the entire agreement between the City and the Contractor and may be modified, amended, or repealed only by a duly executed written instrument.

Neither the City nor the Contractor shall, without the prior written consent of the other party, assign, transfer, or sublet, in whole or in part, any interest under the Contract Documents.

The Contractor shall not assign any monies due or to become due under the Contract without the prior written consent of the City.

## ARTICLE 7

### **Severability**

If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed, sealed, and attested on its behalf; and the Contractor has signed this Contract on the day, and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

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

Duane Hoff Jr.,  
Contract Administrator

\_\_\_\_\_

Date

**[Insert Legal Entity Name]**

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

[Insert Legal Name of Signatory  
[Insert Signatory Title]

\_\_\_\_\_

Date