

Contents

Prologue	3
Policies and Procedures	4
Authority	5
Purchasing Code of Ethics	6
Conflicts of Interest.....	7
Sales Tax Exemption	8
Scheduled Managed Contracts	9
Supplier Responsibilities	10
Suspension and Debarment.....	11
Suspension and Debarment Procedure	12
Utilities	13
Vendor/Contractor Selection Process.....	14
Buying Local	15
Capital and Major Purchases	16
Contractor Qualifications - Selection	17
Standing Purchase Order Contractors	18
Qualification Process.....	19
Termination of Contractors	20
Preparation of “List of Prospective Bidders”	21
Bid List.....	22
Bid Process	23
Bid Intervals	24
Bids.....	25
Contract Award Letter	26
Contractor Qualifications-Selection Committee Guidelines.....	27
Travel Arrangements / Car Rental / Conference Registration	28
Disposal of Hilltop Property	29
Electronic Signature	30
Emergency Purchase Procedure	31
Environmental Policy and Purchasing Green.....	32
Food and Consumables for Commercial Kitchens	33

Gift Card Purchases..... 34

Hazardous Material Communication (HAZCOM)..... 35

Insurance Requirements of Service Contractors 36

IT Equipment / Software / Phone / Radios 37

Printing / Publication / Signage 38

Program Supplies & Service 39

Proprietary Purchases or Sole Source Purchases 40

Purchase Orders..... 41

Standing Purchase Orders..... 42

Internet Purchasing Guidelines..... 43

Project Policy..... 44

Project Procedures..... 45

Procedures-Facility Maintenance and Construction..... 46

Facility Maintenance & Construction Refurb/Remodel/Construction Diagram..... 48

Appendix 49

W-9..... 50

Hilltop Certificate of Exemption..... 51

Hilltop Terms & Conditions..... 52

Standing Purchase Order Form..... 53

Project Request Form 54

Project Change Order Form 55

Business Associate Agreement 56

Confidentiality Agreement..... 61

Declaration of Independent Contractor Status 62

Declaration of Independent Contractor Status Form 63

Bid Selection Form 64

Complaint Form 65

Hilltop ACH Authorization Form 66

Code of Ethics / Conflict of Interest Statement-Disclosure for Contractors..... 67

Code of Ethics / Conflict of Interest Statement-Disclosure for Employee..... 69

Contractor Application..... 71

Guide for Suppliers Brochure..... 72

Prologue

This Document was created by a team of Hilltop employees selected from many different job duties and locations. It is intended to provide guidance in obtaining the many different goods and services that Hilltop requires to operate. The policies are based on the best purchasing practices and many years of experience of what works for Hilltop. It was approved in June, 2016.

Hilltop Departments may adopt more stringent rules and policies than those written here. They may also need to make alterations to these rules to meet contractual government procedures. The decision to make these changes should be made at the Operations Level of management and the Purchasing Department should be made aware of these deviations.

Bruce Schwenke, C.P.M., CPSM
Director of Purchasing

Policies and Procedures

Authority

1. Purchasing Authority
 - a. Hilltop Community Resources' purchasing authority flows from its Board of Directors, through the Chief Executive Officer to his designees.
 - b. Only these individuals have the authority to obligate Hilltop's financial resources.
2. Requisitions Authorization
 - a. Designated staff has the authority to request the purchase of a good or service. By designating who has this authority, the possibility of unauthorized or unnecessary purchases is greatly diminished.
 - b. Levels of requisitions
 - i. Senior Leadership – no limit
 - ii. Operations Directors – \$2500
 - iii. Extended Management Team – \$1000 (This limit may be changed by a member of the Operations Team on an individual basis)
 - iv. Non-management designees – Will be set by their manager up to their manager's purchasing limit. It is the manager's responsibility to notify the Purchasing Department with whom these designees are and their limits.
3. Programs can set different internal levels to meet their needs and enforce them through program level policies and procedures. However, the Purchasing Department cannot monitor or enforce program level policies.
4. Maintenance personnel may spend up to \$1000 on behalf of a Hilltop program or campus. Items over \$1000 must have the facility manager's signature.

Purchasing Code of Ethics

Hilltop Community Resources occupies a special position of trust and responsibility. In order to avoid the potential problems of unethical behavior, strict adherence to a sound Code of Ethics is required and practiced.

Ethics demands that we, as employees of Hilltop Community Resources who make or influence decisions for Hilltop programs act with loyalty and respect the rights of others.

Hilltop Community Resources subscribes to the following Code of Ethical standards:

- Our first duty is to our clients. The goods and services that we purchase can affect their daily lives and in many cases, their quality of life. Money spent wisely can translate into greater client satisfaction and overall financial stability for Hilltop.
- Each employee will maintain their loyalty to his or her employer. The organization's objective should be pursued consistently with this code as long as no federal, state or local laws are violated.
- Purchases should be made without personal prejudice and from the suppliers whom offer the optimum value when all factors are considered.
- Buyers and salespeople should exercise and insist on honesty. All forms of unscrupulous business practices should be denounced.
- All Conflicts of Interest which would jeopardize impartiality in business transactions should be avoided.
- Buyers are expected to be truthful with suppliers and potential suppliers. Sellers are expected to behave in a similar fashion.
- Buyers and salespeople should maintain high standards of personal conduct.
- Gifts or special offers from established vendors with no monetary value are permissible.

It is a common business practice for a vendor to offer business lunches and business leisure activities such as golf to discuss business in a less stressful atmosphere. These activities are not generally considered gifts and are acceptable business practices.

Conflicts of Interest

All employees of Hilltop Community Resources shall exercise the utmost good faith in all transactions involving their duties to Hilltop Community Resources and its property shall be held to a strict rule of honesty and fair dealing between themselves and suppliers. They shall not use their position(s) to secure any item or benefit which would not ordinarily accrue to gifts, favors, or hospitality which might influence the decision making process.

All employees shall promptly report and make a full disclosure of any potential, real or perceived conflict of interest for themselves or any other person. (Refer to Conflict of Interest Disclosure Statement)

Sales Tax Exemption

Hilltop is exempt from Colorado Sales Tax. It is the duty of the purchaser to have the supplier remove the sales tax from the invoice.

- The Colorado Sales Tax Exempt number is not the same as our Federal Tax Identification Number.
- Our Colorado Sales Tax Exempt Number is 9811686.

Things to know:

- Not having to pay sales tax is an immediate 7% savings.
- The vendor does not have to accept our tax exemption number as proof of exemption.
- The vendor can only accept cash payment for purchases under \$100. Purchases over \$100 must be made with company credit card or company check.
- Hilltop is not exempt from non-sales taxes such as road tax, communication taxes or special use taxes.
- Hilltop is not exempt from sales taxes in other states.
- GVA Properties is a subsidiary of Hilltop and operates its “For-profit” entities. Purchases for GVA Properties are not tax exempt.
- Hilltop cannot use its tax exempt status to purchase goods or services for its “For-profit” activities.

Scheduled Managed Contracts

Hilltop manages two types of contracts, contracts to purchase goods and services for Hilltop operations and contracts to provide services to our clients. The Purchasing Department is charged with the purchases of goods and services and Programs negotiate and contract to provide services for their specific area.

Hilltop employees that are at the Operations level of management are authorized to enter into contracts that are singular to their individual departments. Contracts that are of a more global nature, spanning several departments or locations are the responsibility of the Purchasing Department.

Process for Scheduled Managed Contracts

A. Contracts for Goods or Services

1. New contract

- a. Program or Manager determine the need for a good or service
- b. Purchasing Department begins research into product or supplier
- c. If product or service is not proprietary and is over \$5000, a Request for Information, Quote or Bid is issued.
- d. If the product or service is proprietary, negotiations are conducted.
- e. If the product is less than \$5000, two quotes are solicited.
- f. Preliminary decision is made and further negotiations are conducted.
- g. Award is made to contractor

2. Renewal of an existing Contract

- a. A review is conducted to determine if the goods or services are still needed and if the existing vendor is satisfactorily fulfilling the contract.
- b. If the product or service is proprietary, negotiations are conducted.
- c. If the product or service is not proprietary, the Purchasing Department begins research into product or supplier.
- d. If the product is less than \$5000, two quotes are solicited. Otherwise, a Request for Information, Quote or Bid is issued.
- e. Preliminary decision is made and further negotiations are conducted.
- f. Award is made to contractor

B. Client Based Service Contracts

1. Each program will develop their own process for Client based contracts.
2. Program grants/contracts are determined by grant applications. Hilltop's Accounting Department keeps original contracts in their grant file. Accounting staff follows all requirements for reimbursements. Contracts/award letters are scanned and entered into Cobblestone. Program Coordinators comply with all grant requirements. The Grants Manager coordinates grant financial and narrative reporting.

Supplier Responsibilities

Suppliers of goods & services to Hilltop are required to:

1. Complete and return to Purchasing the Supplier Prequalification Application.
2. Conduct all business in a legal and ethical manner.
3. Keep all competitive and non-competitive information about Hilltop's plans, product, clients, employee's and officer's confidential. All suppliers must sign a Confidentiality Agreement.
4. Sign a Business Associates Agreement under HIPPA if they create, receive, maintain or transmit PHI (Protected Health Information) .
5. Provide Proof of Insurance as stated in the Standard Insurance Requirements Policy.
6. Provide proof of Licenses when applicable.
7. Provide Safety Data Sheets (SDS) per the Hazardous Materials Communications Policy.
8. Maintain the safety, security and health of Hilltop's employees and clients as well as their own employees and clients.

Hilltop retains the right to ask a contractor, their employees or subcontractors to cease their activities and leave Hilltop's property at any time. Hilltop is not required to provide a reason for the request when request has been made. The contractor may request further information at a later time

Suspension and Debarment

Hilltop is prohibited from doing business with individuals or businesses that have been suspended or debarred by the Federal Government. Knowingly doing business with a debarred individual or business carries significant penalties.

Many other government entities also have suspension and debarment processes. While these processes may not carry the severe penalties that the Federal process does, it is Hilltop's policy not to knowingly conduct business with any individual or business that is suspended or debarred by any government entity.

Suspension and Debarment Procedure

Prior to certifying a new vendor, the vendor must be compared to the “Excluded Parties List System” on WWW.SAM.GOV

The following in clause should be inserted in the applicable contracts and Purchase Orders.

DEBARMENT

The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by Hilltop Purchasing Department. It is incumbent upon the CONTRACTOR to inform Hilltop within 10 days if the CONTRACTOR has been suspended or debarred by any government department or agency.

Utilities

The purchase of electricity, solar power, water, sewer service, natural gas and propane gas for heating are required by necessity to do business. Seldom do utility companies have active competitors in their service areas.

For the purpose of this document cable and satellite television service is considered a contractual service and not a utility.

Utility Procedures

1. If new utilities are connected, Accounts Payable must be notified with account codes.
2. Notify Accounts Payable when service is terminated or temporarily discontinued.

Preferred Payment Method: Contract

Vendor/Contractor Selection Process

There are two ways to start a business relationship with a New Vendor / New Contractor:

Vendor: A Person or Company whose principal product lines are office supplies and equipment. (i.e., seller, storekeeper, merchant, dealer, purveyor, salesperson.)

Contractor: A Person or Company that provides materials or labor to perform a service.

1. If Hilltop requests Goods or Services from a Vendor / Contractor
2. If a New Vendor / Contractor solicits Hilltop business

Hilltop requests the relationship:

Follow the guidelines in the “Contractor Qualification-Selection”

New Vendor solicits the relationship:

When a new vendor approaches Hilltop to solicit a relationship, the employee should provide them with the pamphlet “Guide for Suppliers” and the Contractor Application. Instruct them to complete the application and return it to the Purchasing Department.

Buying Local

Hilltop recognizes that it is supported by the local community and strives to do business within the community. Doing business within the community usually provides better service and keeps our dollars local. Buying local also leads to better support of Hilltop programs.

However, it is recognized there are times that some products cannot be found locally or the price difference is so great that it cannot be ignored.

Hilltop's employees are expected to use their best judgment in selecting and buying products and services.

Capital and Major Purchases

1. A Capital Purchase is the purchase of one item with value of at least \$2,500 and has a life of more than one year.
2. A Major Purchase is a purchase that is over \$2,500 but does not fall under the Capital Purchase definition.
3. Any purchase over \$5,000 requires a minimum of 2 quotes or a written explanation why additional bids were not necessary or possible. A verbal bid or quote can be documented in a simple memo or note on the Request for Purchase (requisition form).
4. Purchases over \$10,000 require a formal Request for Quote or Proposal. This is a written request to the vendors and may need to be publically published.
5. Capital and Major Purchases must be protected by either a written contract or by a written Purchase Order.
6. All Capital Purchases must be approved in writing by a member of Senior Management. This documentation must be attached to the Purchase Order.
7. All Capital Purchases must follow the guidelines outlined in the "Proprietary and Sole Source Purchases" section of the Purchasing Policy.

Government contracts and grants may require a different bid process than Hilltop. Programs are responsible for notifying the Purchasing Department when a different process is needed to meet Government requirements.

Contractor Qualifications - Selection

A Contractor is a Company or Person that undertakes a contract/agreement to provide materials or labor to perform a service or job.

Contractors shall be selected based on their ability to service the needs of Hilltop/GVA in the most economical and efficient manner. It is the policy of Hilltop/GVA to provide equal opportunity to all Contractors. Buying shall be competitive with a select number of Contractors being allowed to bid. Past performance of suppliers and cooperation with Hilltop/GVA are important factors in Contractor selection. Whenever the supplier base is not sufficient to fulfill Hilltop's/GVA's needs, additional research and solicitation must be conducted by the Purchasing Department to increase Contractor participation. The Requisitioner(s) is encouraged to suggest Contractors. The final selection of a supplier will be made by the Purchasing Department, in collaboration with the requisitioner(s).

QUALIFIED CONTRACTOR

- a. All Facilities maintenance and construction related Contractors selected to perform work for Hilltop/GVA will be required to be qualified by the Purchasing Department prior to any commencement of work. These Contractors will be called Qualified Contractors.
- b. Contractor Qualification is intended to provide information to facilitate the selection of Contractors, assure Contractors meet minimum Hilltop/GVA requirements, provide a pool of new Contractors for diversification of the Contractor list, expedite the bid list approval process and reduce Hilltop's/GVA's liability.
- c. Contractor Qualification is intended to be an informative process that establishes a Contractor's area of:
 - I. Expertise
 - II. Services
 - III. Product line
 - IV. Value of work a Contractor is capable of performing for the Hilltop/GVA
 - V. Insurability
 - VI. Performance
- d. Contractor Qualification will establish the Contractor with Hilltop's/GVA's procurement and accounts payable system for contracts, payment and tracking.
- e. The qualifications process will assure that quality standards, insurance requirements, policy and guidelines are met.
- f. A prequalification application must be completed and processed in advance of entering into a contract or purchase order.
- g. Contractor's also must agree and sign the Hilltop's Terms and Conditions.

Standing Purchase Order Contractors

- a. Standing Purchase Order Agreement Contractors will be chosen from the qualified list of Contractors that have performed successfully with Hilltop/GVA on individual jobs and who can sustain a regular volume of work and maintain service, quality and cost effectiveness.
- b. Standing Purchase Order Agreement Contractors will be selected on a continuing competitive basis justified by comparison of their hourly rate, unit price, multipliers, insurability, financial strength, history or work claims, safety record, quality, specialty and any other relevant attributes specific to their professional category and doing business with Hilltop/GVA.
- c. Standing Purchase Order Agreement Contractors will exist in an environment of dynamic competition. Contractors will be added and deleted from the list in an ongoing process that provides them an opportunity to work for Hilltop/GVA in a preferred but non-exclusive basis.
- d. The Purchasing Department and the Contractor Qualification Committee will select on a periodic basis with input from facilities Standing Purchase Order Agreement Contractors.
- e. Standing Purchase Order Agreement Contractors will be pre-qualified and will execute contracts with Hilltop/GVA for a stated term and stated rate structure.
- f. Standing Purchase Order Agreement Contractors Contract Terms & Conditions will be specifically for work done under \$20,000 for individual trades and \$50,000 for General Contractors on a per project basis.

Generally Standing Purchase Order Agreement Contractors will have:

- Typical qualifications terms of 1-2yrs. (or other durations determined by Purchasing and the Contractor Qualification Committee)
- Options for renewal upon satisfactory review with competitive bidding/negotiation.

Qualification Process

- a. Purchasing will be responsible for maintaining the Contractor Qualification process in close consultation with the Requisitioner(s).
- b. Facility Managers will provide recommendations and feedback on the selection and retention of Contractors to Purchasing regularly. Purchasing will also introduce new Contractors for qualification.
- c. Facility Managers will provide the Contractor qualification requirements related to work and professional services to be performed as well as suggest Contractors for qualification.
- d. Purchasing will present the Contractor Qualification Committee with the names of candidates for qualification for comment and review prior to Contractor placement on the list for use.
- e. There will be a periodic review as determined by the Contractor Qualification Committee to assess projected demand for qualified Contractors defined by trade and specialty where the need for additional Contractors will be reviewed.
- f. The Contractor Qualification Committee will set objectives for Contractor selection.
- g. Contractor Qualification Committee meetings for Contractor qualification will occur on a quarterly basis or as needed to meet the Facilities requirements. If a review is required to qualify a Contractor(s) on an emergency or expedited basis, the Contractor Qualification Committee review process can be handled by email or phone.

The Qualified Contractor list will provide an opportunity to work with new Contractors, obtain experience with Contractors for consideration as a Standing Purchase Order Agreement Contractors and as a source of bidders for all work to be performed.

DISCLOSURE

- a. All Contractors are to Disclose:
 - If any of their partners, owners, shareholders, principles or employees are related to Hilltop/GVA employees.
 - If any of the above are currently qualified to work for Hilltop/GVA under any other Contractor name.
- b. Failure to disclose this information may result in suspension or disqualification of the Contractor.
- c. Hilltop/GVA employees in any department requesting or managing work are to disclose any relationship to Contractors as stated above. Refer to Hilltop/GVA Purchasing Policy Conflicts of Interest & Disclosure Statement

Termination of Contractors

- a. Contractors that act in violation of the terms of their contract, Hilltop/GVA policy or procedures can be terminate or suspend from participation in any Hilltop/GVA work for a time frame to be determined by the Purchasing Department, Facility Director and or the Contractor Qualification Committee.
- b. Termination of a Standing Purchase Order Agreement Contractor may occur by the suspension of work until expiration of their contract.

Termination may occur due to:

- Failure to adhere to Standing Purchase Order Agreement and conditions of their contract
- Unsatisfactory performance
- Repeatedly unsuccessful or uncompetitive bidding
- Unlawful conduct
- Disbarment or suspension by any Government entity
- The Act of subjecting individuals to unsafe practices or conditions or any activity or condition deemed unacceptable by Hilltop/GVA Purchasing or Facilities.
- The Contractor will be notified in writing & phone call by the Purchasing Department that their contract has been terminated. Their name will be removed from the Qualified and Standing Purchase Order Agreement Contractors listings. The Accounts Payable and Purchasing Contractor files will also be updated as required to reflect the change in standing.
- The status of suspended and terminated Contractors will be reported to the Contractor Qualification Committee.

Preparation of “List of Prospective Bidders”

Contractor Selection

- a. Only qualified Contractors should be selected for work with Hilltop/GVA.
- b. No payments should be made to any Contractor until the qualification application is completed and approved and the Contractor is established in the system.
- c. Contractors should be evaluated based on their ability to satisfactorily perform the work as evidence by information gathered during the pre-qualification process.
- d. Opportunities to bid on work should be distributed on a routine basis to all Contractors on the Standing Purchase Order Agreement list based on their trade, specialty and the size of project.
- e. Utilization of Contractors should be distributed to provide opportunities for all Contractors to bid on and obtain work based on their competitiveness.
- f. Provisions for unanticipated, emergency procurement as defined in Emergency Purchases Policy of the Purchasing Policy & Procedure Guidelines manual will be made as they occur but such emergency procedures are not intended for convenience or to circumvent the purchasing policy.
- g. Some considerations for selection of Contractors are:
 - The Contractor is currently qualified and not suspended or terminated.
 - Number of active projects the Contractor currently is engaged in
 - Performance/Evaluations on prior work
 - Financial capability

Bid List

For all contracts a list of prospective bidders shall be prepared in advance of a transmittal of an “Invitation to Bid”, in accordance with the following schedule of minimum requirements:

Contract Amount	Minimum Number of Qualified Bids
\$0-\$499	Verbal
\$500-\$4,999	One (1) minimum written Proposal prior to award
\$5,000-\$10,000	Two (2) minimum written Proposals prior to award.
\$10,001+	Three (3) minimum written Proposals prior to award

- a. Proposals must be in writing but may be transmitted by email in PDF format (only electronic formats that prohibit the recipient from being able to make changes are allowed)
- b. All Contractors submitting proposals must be treated equally in all respects, including but not limited to the proposal due date and time, the information provided and access to the project site appropriate. Information from the proposals is not to be shared with competing Contractors and shall remain confidential.
- c. All work awarded without a written proposal will be subject to post award audit for reasonableness by the Purchasing Department upon receipt of an invoice.
- d. In emergency or expedited situations, prudent management judgment shall prevail. Adequate documentation must be prepared at the earliest possible time following such occurrence as defined in Emergency Purchases of the Purchasing Policy & Procedures Guidelines Manual.
- e. Documentation will include:
 - Explanation of emergency and the reason it could not be bid.
 - Reason for Contractor selection.
 - Approval to proceed with Contractor and work.

Bid Process

- a. The bid forms shall be used to describe the project and request for bids. Plans, specifications and other pertinent information shall be sent to all Contractors on the bid list, at the same time.
- b. Rebids should follow the same procedures as the original bid. The bidding policy requirements shall apply to all rebids. The term bidder shall apply to Contractors in both bid & rebid requests. The determination to rebid may include a subset of the original bid list but should be reviewed with purchasing and or project team. All decisions should be documented within the project file.
- c. Bid Packages should contain the following information:
 - Invitation to Bid Letter
 - Instructions to Bidders
 - Bid Proposal Form
 - Scope of Work
 - General Conditions
 - Terms and Conditions
 - Technical Specifications/Special Conditions (if appropriate)
 - Drawings (if appropriate)
 - Insurance Requirements
 - Confidential Agreement
 - Business Associate Agreement (if appropriate)
 - Independent Contractor Waiver
 - References
 - Contract
 - Offer Certificate

Rebids are not required to re-issue information that has not changed but should state that original information is valid where appropriate.

- d. Instructions to Bidders should:
 - Be released to bidders at the same time
 - Have procedures for substitutions clearly stated
 - Be specific in defining bid periods (interval)
 - Clearly specify the procedure for returning bids
 - Be in writing
- e. The bid interval is to be strictly enforced.
- f. Any additional information, clarification, and addendums transmitted to one bidder were equally transmitted to all bidders.

Bid Intervals

- a. A reasonable amount of time shall be afforded to prospective bidders. Allowance shall be made for the time interval to transmit document, estimate, complexity of job, multiple trade, apparatus/equipment specified and return of bid.

In no case shall the bid interval be extended in a manner that would:

- Provide a competitive advantage to one or more of the prospective bidder over the other
- Allow for late bids
- Allow for resubmitted bids

- b. In some cases when none of the bids have been opened, it may be necessary to extend the bid period to:

- Allow for addendum
- Treat special conditions
- Change project scope
- Allow for additional bidders.

To avoid the appearance of impropriety, an extension of the bid period should be communicated to all bidders and the bid opening rescheduled. If a bid is extended, purchasing/project team must provide written approval of any additions to the bid list.

- c. In no case shall new bidders be added to the bid list following issuance of the bid package.

TRANSMITTAL OF SUPPLEMENTAL INFORMATION

- a. In some situations it may be necessary to provide additional information to all prospective bidders during the bid interval prior to the opening of bids. This might become necessary as a result of:

- Change in project scope
- Change in material selection
- Clarifying specifications and other provisions

- b. Any information, clarification and addendums transmitted to one bidder should be concurrently transmitted to all bidders.

- c. In no case shall one or more bidders be provided with information that will give them a competitive advantage over the other bidders. All bidders are to receive equal information and treatment. All information and correspondence should be documented in writing and maintained in the project file

Bids

- a. Bids must be sent to Requisitioner(s) and/or the Purchasing Department.
- b. Bids need to be logged, with Date, Time & Stamped 'On Time' or 'Late'
- c. Late bids, which are received after the deadline may be accepted in extenuating circumstances. Acceptance requires approval by project team and requires reason to acceptance noted.
- d. Bid will be reviewed by Requisitioner(s)/Purchasing
- e. Bidding instruction should request that bidders respond by mail, fax or email if they are not going to participate prior to the bid due date
- f. Disclosure of bid information during the bidding process (original bid or rebid) will be reason for dismissal of any Hilltop/GVA employee, consultant or contractor.

BIDS SUMMARY

- a. A Bid Selection Form shall be used upon review of all bids by project team.
- b. It will list the following:
 - Date
 - Project Manager
 - Location
 - Supplier name
 - Quote Date Received
 - Goods/Service provided
 - Cost
 - Contractor Selected
 - Explanation for selection
 - Signatures

LETTER TO UNSUCCESSFUL BIDDERS

- a. A letter or email shall be sent to all unsuccessful bidders by the Purchasing Department informing them of the bid outcome. Notification should be sent within one week of the award decision.

Contract Award Letter

- a. A letter or email shall be sent to for all awarded bids/contracts by the Purchasing Department informing them of the bid outcome. Notification should be sent within one week of the award decision.

CONTRACTOR EVALUATION

- b. Project Managers responsible for work will complete a Contractor Report Card on a quarterly basis for all construction related Contractors utilized and submit it to the Purchasing Department. Purchasing will report to the Contractor Qualification Committee on Contractor's performance on a quarterly basis.
- c. Facility Directors will participate in a meeting convened by the Purchasing Department at least twice a year to review performance issues. This feedback will be utilized in the Qualification/Evaluation Process.

All Work involving federal funding must adhere to (FAR) - Federal Acquisitions Regulations.

Contractor Qualifications-Selection Committee Guidelines

The objective of the Contractor Qualification Committee is to provide Hilltop/GVA with a process of evaluating and approving potential or current Contractors by quantitative assessment. There will be two Committees:

- Standing Committee – Consist of five Hilltop/GVA employees from the following departments:
 - 3-Purchasing
 - 1-Fiscal
 - 1-Property Services
- Ad-Hoc Committee – Consist of an employee from a program which is directly involved with Contractor. (i.e., Food, Pharmacy, Personal Services.)

The purpose of the committee will be to ensure a portfolio of best in class Contractors be available for Hilltop/GVA. The committee will measure and monitor Contractor performance for the purpose of reducing cost, mitigating risk and driving continuous improvement.

The Committee will evaluate Contractors using the 10C's Model

- Capacity-(Does the Contractor have the capacity to deliver)
- Competency (Is the Contractor, it's people or it's process competent)
- Consistency (Does the Contractor produce a consistent output)
- Control of process (Can the Contractor control its process and offer flexibility)
- Commitment to Quality (Does the Contractor effectively monitor and manage quality)
- Cash (Does the Contractor have a strong financial base)
- Cost (Is the goods/services offered at a competitive price)
- Culture (Is the Contractor and company cultures compatible)
- Clean (Is the Contractor ethical, funded legitimately, environmentally safe.)
- Communication Efficiency (Does the Contractor have support technology of information integration) to support collaboration & coordination.

Based on the information obtained via the evaluation, a Contractor will be scored and either approved or not approved as a Contractor whom Hilltop/GVA will procure goods or services. If approved, the Contractor will be added to the approved Contractor list (AVL). If rejected the Contractor will be added to a rejected Contractor list (DVL). The Purchasing Department will maintain the lists.

The Standing Committee will meet on a quarterly basis, (Hilltop/GVA Fiscal Year)
The Ad-Hoc Committee's will meet as needed.

On an annual basis the Purchasing Department will provide a Contractor performance management report to all Directors and Senior Management. This report will be available for all employees who purchase on behalf of Hilltop/GVA.

Travel Arrangements / Car Rental / Conference Registration

Most travel, including local travel is paid through an expense report or a company issued credit card.

If your travel includes air fare, car rental or lodging, you are encouraged to send your request to the Corporate Office or Regional Office Administrative Assistant. You will need to provide account codes and travel preferences.

CONFERENCES

- Inform the Administrative Assistant if there is a conference rate or specific hotel that she/he should be booking the reservation at.
- Federal audit guidelines require that we receive an agenda of conference topics. Submit an agenda to the Corporate Office Administrative Assistant.

RENTAL CAR

- When considering travel plans, check with the company Transportation Department to determine if a Hilltop fleet vehicle may be available for your transportation prior to booking a rental car.
- Hilltop has a contract with a local rental car agency. Book reservations through the Corporate Office.
- Items needed for rental car reservations are:
 - Driver name
 - Dates of travel
 - Vehicle type i.e. (4-wheel drive)

MILEAGE, MEALS

- When using your personal vehicle for Hilltop travel, you must document your total miles for business when requesting reimbursement at the prevailing Hilltop rate (not necessarily the same as the I.R.S. reimbursement rate.)
- When away from your home office you may also use your corporate card or seek reimbursement for meals during your travel. Hilltop does not use a per diem rate, but requests that you make economical meal choices.

Disposal of Hilltop Property

1. Surplus useful equipment or furniture – Whenever possible, surplus equipment or furniture should be offered to other Departments. After such attempts, they should notify the Director of Property Services for proper storage or disposal.
2. Under no circumstances are Hilltop employees to give away or otherwise transfer ownership of Hilltop assets to employees, non-employees or non-Hilltop programs without the authorization of the Director of Purchasing, Director of Property Services, and Senior Director or above.
3. Nothing in this section is meant to prevent a program of properly disposing of equipment or furniture that has gone beyond its useful life or to prevent a program from offering services to clients within the daily operations of the program.

Electronic Signature

Electronic communication such as e-mails and facsimiles are a normal and trusted method of business communications.

The Purchasing Department will accept e-mails and facsimiles (including scanned documents) as signed requisitions to purchase if:

1. The e-mails are sent from an identifiable corporate e-mail address.
2. The sender has purchasing authority.
3. The message clearly states that the message is a request to purchase.
4. The e-mail has the proper information to place an order, i.e. quantity, accounting codes, product description and part numbers (if available).
5. The order is not for a Capital purchase or construction.
6. Does not require a written contract.

Any e-mail that does not have this information will be held until all information and verification of sender is obtained.

1. An emergency purchase may be warranted to prevent a hazard to life, health, safety, welfare, property or to avoid undue additional cost to Hilltop.
2. Emergencies occur as the result of unforeseeable circumstances and may require an immediate response in which compliance with normal procurement practices is impractical or contrary to Hilltop's interest.
3. Notwithstanding the immediate nature of an emergency, all procurements conducted as emergencies should be made as competitive as possible under the circumstances.
 - a. Negotiations of contracts are encouraged for emergency purchases when soliciting is not practical.
4. Emergency purchases of goods or services should not exceed the scope or duration of the emergency.

If the emergency is of such magnitude that dangers the safety of our clients and employees, the condition of our facilities or Hilltop's good standing, all efforts should be made to contact a Senior Manager as soon as feasible.

Emergency Purchase Procedure

1. Emergency purchases of food, clothing or shelter can generally be purchased with a Corporate Credit Card, Petty Cash or reimbursement with an expense voucher.
2. Emergencies that require immediate repair to prevent loss of services and to ensure client safety and well-being require an immediate response utilizing Hilltop's approved vendor list.
 - a. All documentation is to be collected and turned in to the Purchasing Department and the Risk Manager.

Preferred Payment Method: Purchase Order, Standing Purchase Order, Petty Cash, Credit Card, Expense Voucher

Environmental Policy and Purchasing Green

The purpose of this policy is to support the purchase of recycled and environmentally preferred products in order to minimize environmental impacts relating to our work and communities. Our employees can make a difference in favor of environmental quality. The Purchasing Department can assist staff with review and recommendations for the purchase of environmentally preferable products; as long as they perform satisfactorily and are available at a reasonable competitive price.

Objectives:

1. Encourage waste prevention with recycling and use of recycled/recyclable materials through lease agreements, contractual relationships and purchasing practices with vendors, contractors, business and other local agencies.
2. Adopt waste prevention programs, recycling and use of recycled supplies and materials as a priority in our daily activities; activities include:
 - a. Consider durability and reparability of products prior to purchase.
 - b. Conduct routine maintenance on products/equipment to increase the useful life.
 - c. Send and store information electronically when possible.
3. Generate less waste materials by reviewing how supplies, materials and equipment is manufactured, purchased, packaged, delivered, used and disposed of, prior to purchasing.
4. Serve as a model for our community to influence waste prevention, recycling and procurement efforts annually.

Note: All purchases of hazardous materials will be reviewed by the Purchasing Department. They will monitor for the appropriate disposal practices prior to purchase. This includes medical and commercial waste, items such as batteries, lighting materials, sharps containers, and etc. Please see additional policies on disposal and Hazardous Materials Communication (HAZCOM).

Food and Consumables for Commercial Kitchens

Hilltop operates multiple commercial kitchens that support Hilltop's large 24 hour programs. Combining the purchases of multiple kitchens has allowed Hilltop to leverage its buying power to benefit all the kitchens. Discounts given are based on "per delivery" load size, product purchased, number of deliveries and prompt payment. Large scale deviation from the established vendor can affect the pricing for all campuses.

Food and Consumables Purchase Procedure

1. Each kitchen will develop its own process for determining product selection and quantity. Orders are placed with the contracted vendor and delivered with focus on our customer's satisfaction.
2. New food vendors must be certified by the Purchasing Department. Kitchens must document why the current vendors cannot provide the same or equal product before a new vendor is approved.
3. The kitchens also have access to credit cards for quick, necessary purchases and internet purchases. These purchases must follow the standard Credit Card Procedure.

Local Food Vendors

1. Vendors must provide evidence of liability insurance prior to purchasing. If vendors are delivering items on Hilltop property, they must meet the insurance requirements outlined under the Service Contractors Policy and meet the Supplier Responsibilities Policy.
2. All food items must comply with applicable local, state, and federal laws.
3. All vendors must have an on-farm Food Safety Plan in place and provide documentation of their plan.
4. Purchases can be made with credit card, check or petty cash.

Preferred Payment Method: Contract, Credit Card

Gift Card Purchases

1. Gift card purchases generally fall into two categories; those cards that are purchased for immediate distribution; and those cards that are purchased for future distribution for employee recognition or program use.
 - a. In both cases, the purchaser is required to document the recipient of the cards.
 - b. The purchaser must assure there is not an expiration date attached to the cards.
2. Gift cards are for specific vendors only. They cannot be cash cards, i.e., Visa, Master Card, etc. as these must be processed through payroll.

Gift Card Purchasing Procedure

1. Immediate Distribution
 - a. When you know who is going to receive the card(s), it is appropriate to use a credit card or check request.
 - b. Document the recipients with the purchasing documents.
2. Future Distribution or Bulk Purchase
 - a. If you are going to keep a supply of gift cards on hand for future employee recognition or for distribution to clients, it is preferred that you use a check request to purchase the cards.
 - b. For card distribution, you are required to document the names of the recipients and obtain their signature. When distribution is complete, return the documentation to Accounting.

Hazardous Material Communication (HAZCOM)

Hazardous Materials

1. Many commonly used office, sanitation and medical supplies are considered hazardous materials. When introducing a new hazardous material, each program/department is responsible for obtaining Safety Data Sheets (SDS) for inclusion in the Safety Data Sheet book and for the proper training of employees in use of the material. Copies of new additions to the SDS book should be e-mailed to Environmental Services at es@htop.org
2. All hazardous materials must be properly disposed of according to law. Environmental Services can assist with the proper disposal.
3. For more information about hazardous materials refer to the Hazard Communication Plan.

Insurance Requirements of Service Contractors

Hilltop Suppliers are generally required to provide the following proof of insurance.

General Liability

\$1,000,000 per occurrence limit of insurance with a \$2,000,000 aggregate limit. Contractor should name Hilltop Health Services as additional insured and provide a waiver of subrogation.

Auto Liability

Contractors should carry a minimum of \$1,000,000 combined single limit auto liability and name Hilltop Health Services as additional insured.

Workers Compensation

Contractors must carry worker's compensation coverage with minimum statutory limits of employer's liability. This policy should provide a Waiver of Subrogation in favor of Hilltop Health Services.

Professional Liability

If a vendor is providing Hilltop with a professional service they must supply Hilltop Health Services with a \$1,000,000 per occurrence limit of professional liability or errors and omissions coverage.

IT Equipment / Software / Phone / Radios

Coordination of Hilltop's IT equipment, software, phones and two way radios is essential to Hilltop's communication security, staff, client and resident safety. It is very essential that Hilltop's IT Department is able to support it.

Hilltop's IT Department is charged with assuring that all equipment meets the current technical standards. They must be involved in any IT equipment, software, phone or radio purchases.

IT Equipment / Software / Phone / Radio Purchasing Process

1. To begin the Purchasing process, contact the IT Department. They will either:
 - a. Obtain a quote, or
 - b. Fulfill your request from their inventory stock or
 - c. Give other direction

2. Once you have a quote, complete a Purchase Order Request and send it along with the quote to the Purchasing Department. The description line on the Purchase Order Request (requisition form) must include who or what room the equipment is for.

IT Supported Equipment List:

- Computers, Monitors, Speakers
- Tablets
- Software
- Data Cabling and Network Equipment (including wireless)
- Desk phones and company issued cell phones
- Two-way Radios
- Resident Response Systems
- Projectors and Projector Screens
- PA System
- Printers
- Copiers

Preferred Payment Method: Purchase Order, Credit Card

Printing / Publication / Signage

Coordination of Hilltop's printed image is an essential part of Hilltop's public image. It informs people on who we are and what we do. It directly affects our fundraising efforts, attracts new clients and residents; and increases our awareness in the community. Hilltop's Marketing and Communications Department is charged with developing and protecting our image and must approve any printed materials or signage.

Printing / Publications Purchasing Process.

1. All orders with an outside printer require a Purchase Order. The Purchase Order number must be provided to the vendor when the order is placed.
2. Design changes such as logo, font or form require review by the Marketing and Communications Department.
3. Printing projects such as manuals or handbooks must have two competitive bids.
4. Large scale or complex marketing campaigns that require obtaining the capabilities of a certain commercial printer may not require a competitive bid.
5. Business cards require faxing a photo copy of an existing card or a mockup of a card.
 - a. Legibly mark any corrections on the photo copy
 - b. If double sided, copy both sides
 - c. Submit with a Purchase Order Request (requisition form) to the Purchasing Department.

Preferred Payment Method: Purchase Order

Program Supplies & Service

Prompt acquisition and accurate payment is imperative to maintain business operations. The Vendors listed on the Standing Purchase Order list will meet most supply and service needs. Preferred Vendors and Group Purchasing Organizations (GPO's) that Hilltop is a member of are also recommended to fulfill program supply and service needs.

These processes and vendor lists are updated periodically and the most current information is located on Hilltop's Portal.

It is the duty of the program to determine the best method of obtaining its supplies and services at the best price. Savings are possible even when comparing prices between Vendors on the Standing Purchase Order list.

Remember that bulk purchases may result in significant cost savings and managers should look for ways to organize similar purchases across the company through the Purchasing Department.

Program Supplies may include but are not limited to:

1. Office Supplies
2. Cleaning Supplies
3. Medical Supplies
4. Radio Repair
5. Carpet Cleaning
6. Taxi Service
7. Coffee & Snacks

If you do not find a vendor or a process that meets your needs, contact the Purchasing Department for guidance.

Proprietary Purchases or Sole Source Purchases

A Proprietary Purchase or Sole Source is a method of acquisition. It is not to be used to avoid competition. Insofar as practicable, all purchases that are over \$5,000 shall be based on competitive solicitations; however, competitive solicitations are not necessary for:

- a. Purchases which are clearly and legitimately limited to a single (sole) source of supply.
- b. Purchases involving special services, or market conditions, in which the purchase price may be best established by direct negotiation.
- c. Purchases where the vendor has already been through a competitive bid process and has an ongoing relationship with Hilltop and which will undergo future bid processes to determine that the relationship is still beneficial.
- d. Emergency situations such as is discussed in the “Emergency Purchases” section of the Purchasing Policy.

All sole source purchases must be documented and must include the rationale for not considering a competitive bid process.

Any purchases that are contracted with a party with whom there may be a conflict of interest (i.e., relative, business association), must be vetted with the Purchasing Department who is not related to the vendor and does not stand to receive financial gain from the transaction.

Purchase Orders

One of the cornerstones of an efficient purchasing process is Purchase Orders. They provide a record of what has been ordered. This is essential for keeping track of inventory and is extremely useful for both forecasting and reporting.

Purchase Orders

- a. Because of their legal protection and cost containment characteristics, Purchase Orders are the preferred method of procurement.
- b. A Purchase Order is a legal document authorizing the purchase of a good or service. All purchases over \$2,000, regardless of payment method, must have a Purchase Order or be covered by contract.
- c. A Purchase Order is not valid until it has the signature of Hilltop's Senior Management or a member of Hilltop's Purchasing Department.
- d. Purchase Orders provide a record of details including vendor, warranty periods, costs, part numbers and other important historical data.

Regardless of the amount of the purchase, you should use a Purchase Order when you:

- Want to track costs of regularly purchased items
- Want to track inventory in your program
- Want to create a legal contract with a vendor
- Want to order the same items in the future

Refer to the Purchase Order Procedure for details on filling out a Purchase Order Request.

Standing Purchase Orders

1. Standing Purchase Orders are created for repetitive, usually low dollar value purchases.
2. Where procedurally beneficial, Standing Purchase Orders may be created, after an annual review, to facilitate program needs, with accordance to accounting requirements. Not all programs may have access to the same Standing Purchase Orders.
3. All Standing Purchase Order receipts must have the current Standing Purchase Order Number, proper coding and the signature of an authorized buyer.
4. Permission to use Standing Purchase Orders is on a program-by-program basis. This permission may be revoked on a program or supplier level as may be required.

Refer to the Standing Purchase Order Procedure for details on filling out a Standing Purchase Order.

Internet Purchasing Guidelines

Online purchases are a way of life. However, online sourcing can be frustrating. Products may not arrive when promised, be of poor quality or may not arrive at all.

Here are some of the things to consider before pushing the “Buy” button.

Is it a reputable dealer? Many ‘Bricks and Mortar’ companies have an online presence. Sears.com or Walmart.com are well known and offer a wider range of product than what might be found in the store. Some, but not all, internet companies will allow you to return the product to the local store instead of mailing it back.

But what if it isn’t an entity that you recognize?

- Are they the original manufacturer or do they resell someone else’s product? This can make a big difference when dealing with warranty claims.
- Is the product well known? Buying Bic Pens on the internet is probably very safe.
- Where is the company located? You can buy Motorola products from many distributors in the U.S. Buying from an offshore distributor can result in buying a refurbished radio, or even worse, a counterfeit radio
- Can you return a product? Not being able to physically view an item can lead many problems. Does the company have a stated return policy?
- Does the product have a warranty? If so, who services the warranty? This can take a needed product out of service for months.
- Does their delivery time meet your needs? A product that arrives months after it is needed can lead to extra expense.
- Is the freight cost included? The total cost of some items, especially very heavy ones, can be greater than buying locally. That is because something from a store usually comes in a bulk freight delivery.
- Is it counterfeit? Some items, notably batteries, may be name branded but are counterfeit. There have been many documented accounts of counterfeit batteries causing fires and injuries.
- Is the payment site secure? Does the website start with HTTPS://? If not, you are transmitting your payment information unsecured across the internet.
- Are you using a wireless device, in a public place, to purchase the item? Criminals have been known to set up mobile hotspots to collect data that is transmitted across them. The hotspot is made to look like the coffee shop or hotel’s own site but it may be coming from the table or room next to you.

What are some signs that the internet company is not reputable?

- Does the website look professional? Are there misspelled words or sentences that are not in “good English”
- Do they have a working phone number?
- Can you Google their location? Do they only use a P.O. Box?
- Check Better Business Bureau and online reviews.

Sometimes, paying a little more locally is more than worth the price paid.

Project Policy

Projects are primarily issued to document a scope of work that will be capitalized. A scope of work is defined as “The work that needs to be accomplished to deliver a product, service, or result with the specified features and functions.” The scope of work may be done by one vendor or several vendors. A Project is required when a scope of work is more than \$2,500, has more than one vendor and will be capitalized. Projects may also be issued to document work that is less than \$2,500 and will not be capitalized if a detailed file of technical information on products or services is needed.

All Projects Procedure

The Project file must include a completed:

- Project Request form
- Project Change Order forms if applicable*

These forms assist Accounting in the capitalization of the project.

***Project Change Orders**

Change Order documentation is intended to control costs and prevent a project from spiraling out of budget. Any change to the previously “Approved Project” that increases the price \$500 or more will require the creation of a Change Order that is signed by the Project Manager up to their signing authority. Any Change Order over the Project Managers signing authority will also require notification of Director or above as signature authority requires.

Project Procedures

PROCEDURES - GENERAL (Software, Equipment, Furniture, ETC.)

General Projects are defined as projects not directly related to major refurbishing, remodeling or construction of Hilltop facilities. Departments requiring major purchases that meet the requirements of the Hilltop Project Policy will be accomplished as below:

- Departmental staff will identify the need for a major purchase that meets the requirements of the Hilltop Project Policy in this document.
- Department Director, or designee will convene a "Project Team" to begin the planning process for the Project.
- Project Team will consist of designated departmental staff and a Purchasing Department designee along with any other staff necessary to the Project.
- Project Team will identify the Scope of the Project and collect necessary estimates to present a formal Project to Senior Leadership for consideration and approval.
- Department Director, or designee, will assign one person on the Project Team to be the sole contact person for all vendors involved in the Project.
- Approved Project purchasing begins process. Project Team continues to meet and update Project throughout the process.
- Final meeting of Project Team to sign off completed Project.

A Project Request form is required for any general project that in its sum or total is \$2,500 or more as determined by a formal or informal quote and includes vendor(s). The Project Request Form file documents the scope of the project, timelines, applicable contracts, contractors involved, certificates of insurance, quotes, warranties & confidentiality agreements. It assists the Accounting Department in the Capitalization of major projects. Refer to the Facility Maintenance and Construction Procedures below for facility maintenance, repair, remodel or construction.

The Project number will be assigned by the Purchasing Department and associated to the appropriate accounting code(s).

Project Change Orders

Change Order documentation is intended to control costs and prevent a project from spiraling out of budget. Any change to the previously "Approved Project" that increases the price \$500 or more will require the creation of a Change Order that is signed by the Project Manager up to their signing authority.

Any Change Order over the Project Managers signing authority will also require notification of Director or above as signature authority requires.

Procedures-Facility Maintenance and Construction

Property Services Department will basically follow the same process as the General Project with some small but significant changes. Facility Projects can include elements that require professional design and engineering, as well as mitigation of permit processes and client/staff impacts.

Property Services Department in conjunction with the Purchasing Department and the respective Facility Director or their designee (Project Team), will decide which facility maintenance and/or construction proposals qualify to become a formal Project under the parameters provided by Accounting. The Project Request Form is typically required for any construction or maintenance project submitted by the Project Team that is \$2,500 or more vendor(s) as determined by preliminary Project Team estimates.

The process for all facility refurbishing, remodeling and construction will follow the attached flowchart. This procedure addresses all aspects of facility maintenance, repair, remodel and construction, as it pertains to the Purchasing and Property Services Departments roles.

Step 1-Facility Director or Facility Manager identifies the need for a facility, or portion thereof, to be refurbished, remodeled or constructed, and develops and presents a concept to the Property Services Director, or his designee, for processing.

Step 2-Property Services Director, or designee, decides on the scope of the proposal and routes it to the appropriate process. Facility refurbishing is graded as Major or Minor Refurbishing and routed to the appropriate process.

- Minor Refurbishing is managed by the local Property Services Department Facility Manager throughout the project. Purchasing is accomplished through normal use of credit cards, vendor invoices, and/or Purchase Orders through the Property Services Business Manager. Formal Project status will not normally be assigned to this level of service.
- Major Refurbishing is managed by the local Property Services Department Facility Manager throughout the project. Facility Director will develop the specifications for the major refurbishment including scope of purchases and specific requirements. Specifics will be delivered to the appropriate Purchasing Agent for purchasing. Purchasing Department Agent will work directly with the Facility Manager to ensure the specifics of the requests are met. Purchasing Department will monitor the procurement process throughout the project. The scope of the project will determine the final decision on a Formal Project status.

- Monitoring the major refurbishing of the facility will be the responsibility of the Facility/Project Manager, with the Facility/Project Manager and Facility Director signing off on the completion of the project.

Step 3-Property Services Director, or designee decides the scope of the proposal, mandates a Remodel or Construction Project, and sets up a formal Project Committee to include a representative of the Purchasing Department to manage the financial aspect of the Project. Project Team starts the process by designing the project and creating the specifications. Department Director, or designee will assign one person on the Project Team to be the sole contact person for all vendors involved in the Project.

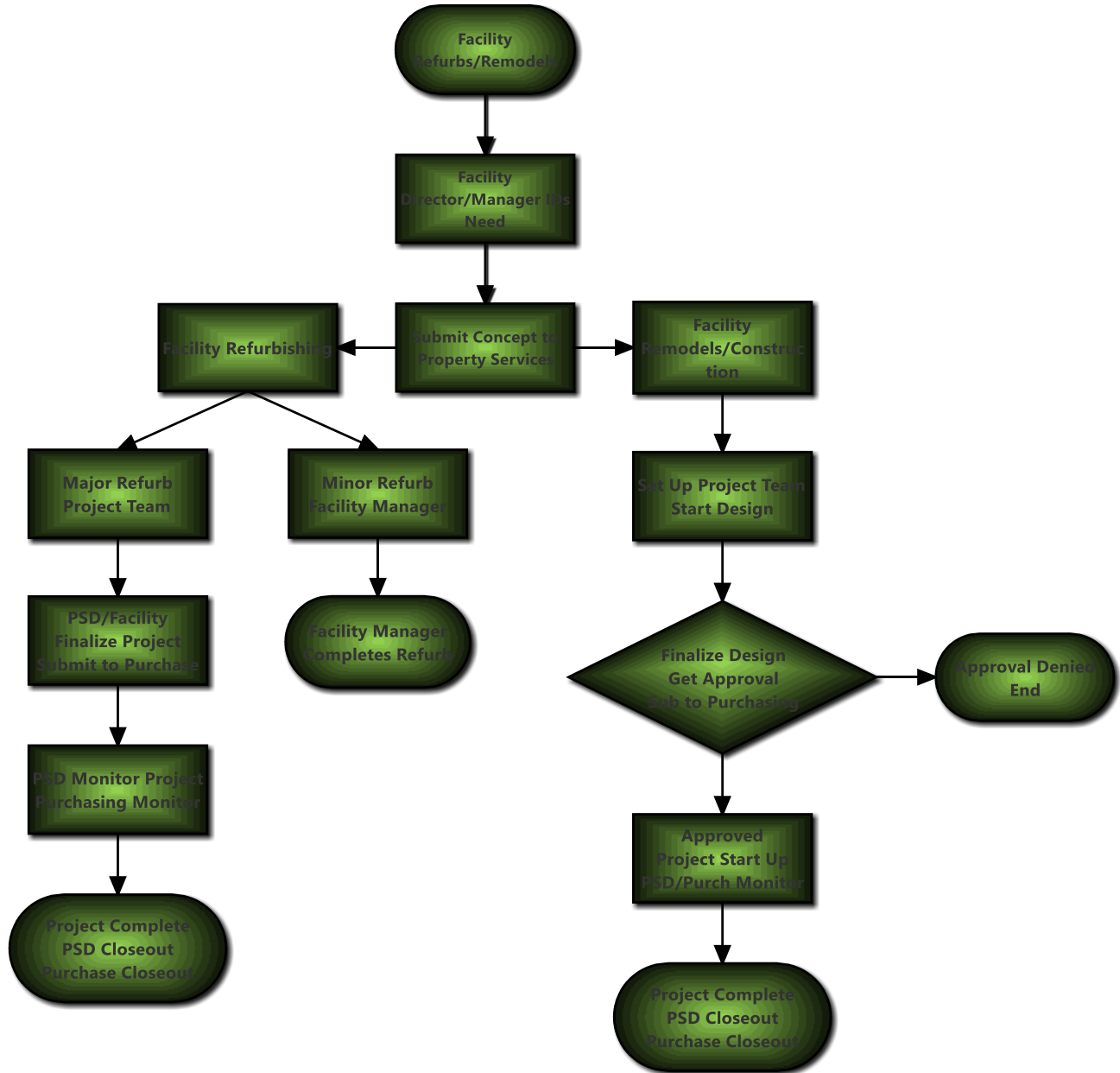
Step 4-When the project is designed, the Project Team submits the package to the Senior Leadership Team for consideration. If the Senior Leadership Team disapproves the project it will either be returned to the Project Team for more information or terminated. If the Senior Leadership Team approves the Project it is then turned over to Purchasing Department to complete the procurement process and begin monitoring the Project's financials.

Step 5-Property Services, through the designated Project Manager, will monitor the Project work, contractors and specifications, while Purchasing will monitor expenditures throughout the Project. The Project Team will continue to meet and discuss the work progress as well as change orders or issues.

Step 6-Upon completion of the Project, Property Services, through the designated Project Manager and Purchasing will walk through the site and make sure all the specifications and plans have been followed carefully. Purchasing will close out the Project financials and issue a final report of costs.

Facility Maintenance & Construction Refurb/Remodel/Construction Diagram

Facility Maintenance & Construction Refurb/Remodel/Construction Procedure



Appendix

W-9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Hilltop Certificate of Exemption



FORM 1012
COLORADO DEPARTMENT OF REVENUE
175 SHERMAN STREET
DENVER CO 80202

CERTIFICATE OF EXEMPTION FOR SALES AND USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER <i>for all references</i>	LIABILITY INFORMATION	ISSUE DATE
98-11686-0000	08 D1B 8399 N 111795	NOV 29 1995

1331 HERMOSA AVENUE GRAND JUNCTION CO

HILLTOP HEALTH SERVI
CES CORPORATION
1331 HERMOSA AVENUE
GRAND JUNCTION CO 81506

Terence A. Hagen
Executive Director
Department of Revenue

1331 Hermosa Avenue • Grand Junction, CO 81506 • (970) 242-4400 • FAX (970) 242-4646
www.hilltop.org

Hilltop Terms & Conditions

Hilltop Health Services Corporation's Terms and Conditions

1. **Identity.** Hilltop Community Resources, Inc., The Fountain of the Grand Valley, The Commons are DBA's of Hilltop Health Services Corporation, a Colorado Corporation. These Terms and Conditions apply to any and all purchases for Hilltop Health Services Corporation, regardless of the entity for which the good or services is purchased for. In this contract, the term "The Buyer" will refer to any or all of Hilltop Health Services Corporation's entities.
2. **Offer/Acceptance.** If this purchase order refers to your bid or proposal, then this purchase order is an Acceptance of your offer to sell in accordance to the Terms and Conditions of the RFP, as stated in your bid. If no bid or proposal is referenced, the purchase order is an Offer to Buy, subject to your acceptance, which must be demonstrated by either your performance of the purchase order or by formal acknowledgment in writing. A Counter-Offer to Sell is automatically construed as a Cancellation of this Order unless a change order is issued "accepting the counter-offer". In the event that vendors form(s) or part(s) of form(s) are included in or as an attachment to any bid or proposal, offer, acknowledgement or otherwise, the vendor agrees that, in event of inconsistencies, the terms and conditions of the solicitation document and this purchase order shall supersede and control over those contained in the vendor form(s). Unless the purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on vendor forms regarding choice of law, venue, warranty disclaimer or exclusions, indemnification or limitation of liability shall be of no effect.
3. **Purchase Order Approval.** This purchase order shall not be deemed valid unless it is executed by the purchasing agent. The Buyer shall have no responsibility or liability for products or services delivered or performed prior to proper execution hereof.
4. **Changes.** The supplier agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item. Nothing in the purchase order may be added to, modified, suspended, or otherwise altered except in writing signed by an authorized representative of The Buyer and acknowledged by the supplier. Each shipment received or service performed shall be only upon the terms contained in the purchase order, notwithstanding any terms that may be contained in any invoice or other act of supplier other than acknowledgment of a written change order to the purchase order.
5. **Delivery.** Unless otherwise specified in the solicitation or in this order, delivery shall be FOB destination. In its acceptance of any quotation offer, The Buyer is relying on the prompt delivery date, installation or service performance as material and basic to its acceptance. In the event of vendors failure to deliver or perform as and when promised, The Buyer reserves the right to cancel its order or any part thereof, without prejudice to its other rights, and the supplier agrees that The Buyer may return all or part of any shipment so made and may charge supplier with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.
6. **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this purchase order must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Suppliers must furnish all Material Data Safety Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.
7. **Rights in Data, Documents and Computer Software or Other Intellectual Property.** Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawing or materials delivered by the supplier in the performance of its obligations under this purchase order shall be the exclusive property of The Buyer. The ownership rights described herein shall include, but not limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
8. **Quality.** The Buyer will be the sole judge in determining "equival" with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.
9. **Warranties.** All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herein referred to and made a part of these Terms and Conditions and are stipulated in the specifications.
10. **Inspection and Acceptance.** Final acceptance is dependent upon the completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements, The Buyer may exercise all of its rights, including those provided in the Uniform Commercial Code. In the case of services, The Buyer reserves the right to inspect services provided under this contract at all reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform with the purchase order requirements, The Buyer may require the supplier to perform the services again in conformity with purchase order requirements with no additional payment. When defects in the quality or quantity of the service cannot be corrected by re-performance, The Buyer may (1) require the supplier to take necessary action to ensure that the future performance conforms to the purchase order requirements and (2) equitably reduce the payment due the supplier to reflect the reduced value of the service performed. These remedies in no way limit the remedies available to The Buyer in the termination provisions of this purchase order, or remedies otherwise available at law.
11. **Prompt Payment.** Payment will be made by The Buyer within 45 days of receipt of products or services and a correct notice of amount due, unless otherwise agreed to by contract or special conditions of the purchase order.
12. **Assignment and Successors; Antitrust Claims.** The supplier shall not assign rights or delegate duties under this purchase order, or subcontract any part of the performance required under the purchase order without express, written consent of The Buyer. This purchase order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment of accounts receivable may be made only with written notice furnished to The Buyer.
13. **Indemnification.** In the event any article sold or delivered under this purchase order is covered by any patent, copyright, trademark or applications therefore, the supplier will indemnify and hold harmless The Buyer from any and all loss, cost, expenses and legal fees incurred on the account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation, infringement or the like of rights under such patent, copyright, trademark or applications. If this purchase order is for services, to extent authorized by law, the supplier shall indemnify, defend and hold harmless The Buyer, its employees and agents against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees incurred as a result of any act or omission by the supplier or its employees, agents, subcontractors, or assignees arising out of or in connection with performance of services ordered by this purchase order.
14. **Independent Contractors.** The supplier shall perform its work hereunder as an independent contractor not as an employee. Neither the supplier or any agent or employee of the supplier shall be or shall be deemed to be an agent or employee of The Buyer. Supplier shall pay when due all required employment taxes and income tax withholding including all Federal and state income tax on any monies paid pursuant to this contract. Supplier acknowledges that the supplier and its employees are not entitled to unemployment insurance benefits unless the supplier or third party provides such coverage and that The Buyer does not pay for or otherwise provide such coverage. Supplier shall have no authorization express or implied to bind The Buyer to any agreements, liability or understanding except as expressly set forth herein. Supplier shall provide and keep in force, workers' compensation (and show proof of such insurance upon request) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for the acts of the supplier, its employees and agents.
15. **Right of Safety and Privacy.** The Buyer reserves the right to remove or bar any individual from its properties without notice or explanation.
16. **Compliance with Laws.** Vendor agrees to comply with all applicable federal and state laws, regulations and policies, as amended including those regarding discrimination, unfair labor practices, anti-kick-back and collusion.
17. **Americans with Disabilities Act (ADA) Requirements.** If this solicitation contemplates the provision of state services to the public, the supplier shall, in addition to any other requirements under Title 11 of the Americans with Disabilities Act, comply with the Title 11 requirements of the Americans with Disabilities Act regarding the accessibility of the State's services and programs, as an explicit requirement. The supplier assures that, at all times during the performance of any resulting contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation, in or be denied benefits of services, programs, or activities performed by the vendor for the benefit of the State.
18. **Insurance.** The supplier shall obtain, and maintain at all times during the term of this purchase order, insurance as specified in the solicitation or order and shall provide proof of such coverage.
19. **Termination for Default/Cause.** A. Except as otherwise agreed, the Uniform Commercial Code shall govern in the case of transactions in goods. In the case of services, if the supplier refuses or fails to timely perform any of the provisions of this purchase order, with such diligence as will ensure the completion within the time specified in this purchase order, the Purchasing Agent may notify the supplier in writing of the non-performance, and if not promptly corrected within the time specified, such officer may terminate the supplier's right to proceed with the purchase order or such part of the purchase order as to which there has been delay or failure to properly perform. The supplier shall continue performance of the purchase order to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the purchase order price.
B. In the case of remedies exercised under this paragraph for services or analogous remedies exercised under the Uniform Commercial Code for transactions in good, the purchasing agency may withhold amounts due to the supplier as the purchasing agent may deem necessary to reimburse the purchasing agent for the excess costs incurred in completing or procuring similar goods and services.
C. In the case of either transaction in goods or services, the supplier shall not be in default by reason of any failure in performance of this purchase order in accordance with its terms if such failure arises out of acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargos or unusually severe weather.
D. If, after rejection, revocation, or other termination of the supplier's right to proceed under the provisions of the Uniform Commercial Code (in the case of transactions in goods) or this clause (in the case of services), it is determined for any reason that the supplier was not in default under the provisions of this clause, or that the delay was excusable, the rights obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.
20. **Termination for Convenience.**
Cancellation Prior to Formation. When this purchase order is accepted by written acknowledgment, this purchase order may be canceled by written or oral notice to the supplier prior to shipment of goods or the beginning of the performance of services.
Termination after Contract Formation. Unless otherwise agreed in writing, in addition to the rights and remedies governing transactions in goods in the Uniform Commercial Code, the purchasing agent may, when the interests of The Buyer, so require terminate this purchase order in whole or in part, for the convenience of The Buyer. The purchasing agent shall give written notice of the termination to the supplier specifying the part of the purchase order terminated and when the termination becomes effective. Upon receipt of the notice of termination, the supplier shall incur no further obligations except to the extent necessary to mitigate the costs of performance. In the case of services or specially manufactured goods, The Buyer shall pay reasonable settlement expenses, the contract price or rate for supplies and services delivered and accepted, the reasonable costs of performance on unaccepted supplies and services and a reasonable profit for that unaccepted work. In the case of existing goods, The Buyer shall pay reasonable costs incurred in preparation for the delivery of the undelivered goods and a reasonable profit for that preparatory work. The amount of the termination liability under this paragraph shall not exceed the amount of the purchase order price plus reasonable cost for settlement expenses. The supplier agrees to submit a termination proposal as well as reasonable supporting documentation, cost and pricing data.
21. **Choice of Law.** This purchase order is made in Grand Junction, Mesa County, Colorado. The laws of the State of Colorado shall govern in connection with the formation, performance and legal enforcement of this purchase order. Unless otherwise specified in the solicitation of this order, venue for any judicial action arising out of or in connection with this purchase order shall be Grand Junction, Colorado.
22. **Uniform Commercial Code.** All references in the purchase order to the Uniform Commercial Code shall mean the Uniform Commercial Code as adopted by the State of Colorado at Title 4 Colorado Revised Statutes as amended.
23. **Non-discrimination.** The supplier agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair labor practices.

01-25-12

Standing Purchase Order Form



PO# S -

STANDING PURCHASE ORDER

Date: _____
 Vendor: _____
 Deliver to: _____

Requested by: _____
 Phone Number: _____
 Date Needed: _____

Dept #	Acct #	Item Number	Qty	Description	Unit Price	Total
TERMS: NET 30 FOB: GRAND JUNCTION, CO					Total	

SIGNATURES

Requestor: _____ Approval: _____ Tax Exempt ID: #9811686

COMPLETE THIS SECTION AFTER PURCHASE:

Dept #	Acct #	Total \$\$
Total		

Date of Receipt or Invoice: _____

Accounting approval:

Project Request Form

Project Request Form

PROJ# _____ Work In Process (WIP) or Capital Code _____
First Line For Fiscal Services only.

Project Name: _____ Location _____

Manager of Project: _____ Date Requested _____

Objectives of project: _____

Special needs during project: _____

Required Documentation:

_____ Confidentiality Form _____ Warranties _____ Insurance (Liability, Workman's Comp) _____ Quotes

Expenses to consider in planning a remodel include:

_____ General Contractor _____ Painters _____ Electrician _____ Appliances _____ Window Coverings
 _____ Fire Alarm System _____ Phone _____ Plumber _____ Movers _____ Floor Coverings
 _____ A/V Equipment _____ Cable _____ Data/MIS _____ H-Vac _____ Furnishings

Vendor Name	Expected Cost	Vendor Name	Expected Cost

Expected Start Date _____ Total Estimated Cost \$0.00

Required Completion Date _____

Approvals to begin Project:

Project Manager _____ Senior Leadership _____

Project Completion Sign Off

_____ Date Work Completed _____ Project Manager Signature _____ Director of Fiscal Services _____

_____ Date Project Closed _____ Purchasing Signature _____ Final Cost Of Project _____

Revision March 24, 2016

Project Change Order Form

PROJECT CHANGE ORDER FORM

Project Number _____ Change Order # _____ Date _____

Project Name _____ Account Code _____

Location _____ Project Manager _____

Description of change. _____

Contractor _____

Estimated Cost _____

Project Manager Signature

Facility Manager Signature (Necessary if over \$500.00)

Senior Management Signature (Necessary if over \$1,000.00)

10/25/08

Business Associate Agreement

This Agreement is entered into by and between Hilltop Health Services Corporation or GVA Management, hereafter referred to as Hilltop or GVA and _____ hereafter referred to as Business Associate to set forth the terms and conditions under which protected health information (PHI) including; electronic protected health information (EPHI), as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Colorado State and Federal laws and regulations, Health Insurance Portability and Accountability Act (HITECH) Omnibus Rule *issued by the U.S. Department of Health and Human Services (HHS) on January 17, 2013*, the Security Rule, the Privacy Rule and Regulations enacted hereunder, created or received by Business Associate on behalf of Hilltop or GVA may be used or disclosed.

This Agreement shall commence on _____ and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any PHI created or received on behalf of Hilltop / GVA and until all PHI created or received by Business Associate on behalf of Hilltop/GVA is destroyed or returned to Hilltop/GVA pursuant to Paragraph 16 herein.

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA Colorado State and Federal laws and regulations, HITECH, Omnibus Rule, the Security Rule, and the Privacy Rule: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Business Associate –shall have the same meaning as the term “business associate” at 45 CFR §160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate in the first paragraph of this agreement.

Covered Entity –shall have the same meaning as the term “covered entity” at 45 CFR §160.103, and in reference to the party to this agreement, shall be the party designated as a Covered Entity in the first paragraph of this agreement.

Terms used herein, not defined in this Business Associate Agreement (BAA) shall have the same meaning as those terms are defined in HIPAA, Colorado State and Federal laws and regulations, HITECH, Omnibus Rule, the Security Rule, and the Privacy Rule as amended, revised or updated from time to time.

- 1) Hilltop/GVA and Business Associate hereby agree that Business Associate shall be permitted to use and/or disclose PHI created or received on behalf of Hilltop/GVA for the following purposes:
 - Administration, completion, and/or submission of health care claims to health plans, clearinghouses, and other third party payers.
 - Collection and/or alteration of fees for Hilltop/GVA.
 - Establishment and maintenance of business management programs for Hilltop/GVA

- a) Introduction, maintenance, and programming of electronic medical record systems for Hilltop/GVA.
 - b) Data analysis, quality assurance, and utilization review of Hilltop/GVA services.
 - c) Introduction, maintenance, and programming of compatible dictation systems for Hilltop/GVA.
 - d) Any other management, administration and/or financial services.
- 2) It is to be understood by all parties that the permitted uses and disclosures must be within the scope of and necessary to achieve, the obligations and responsibilities of Business Associate in performing on behalf of, or providing services to Hilltop/GVA.
 - 3) Business Associate may use and disclose PHI created or received by Business Associate on behalf of Hilltop/GVA if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities, provided that any disclosure is:
 - a) Required by law.
 - b) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that:
 - (i) The PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person.
 - (ii) Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
 - 4) Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with HIPAA, Colorado State and Federal laws and regulations, HITECH, Omnibus Rule, the Security Rule, and the Privacy Rule. Business Associate further agrees not to use or disclose PHI except as expressly permitted by this Agreement, applicable law, or for the purpose of managing Business Associate's own internal business processes consistent with Paragraph 2 herein.
 - 5) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person (employee) of Business Associate privacy and security obligations and policies under this Agreement, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this Agreement and applicable law.
 - 6) Business Associate shall not disclose PHI created or received by Business Associate on behalf of Hilltop/GVA to a person, including any agent or subcontractor of Business Associate but not including a member of Hilltop/GVA own workforce, until such person agrees in writing to be bound by the provisions of the Agreement and applicable Colorado State or Federal law.
 - 7) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI not permitted by this Agreement or applicable law.
 - 8) Business Associate agrees to maintain a record of all disclosures of PHI, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the protected health information, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to an individual who is the subject of such information or Hilltop/GVA.

within five (5) working days of a request and shall include disclosures made on or after the date **that is seven (7) years after the last date of treatment, or seven (7) years after the patient reaches age eighteen (18) - whichever occurs later.**

- 9) Business Associate agrees to report to Hilltop/GVA any unauthorized use or disclosure of PHI by Business Associate or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure. If a security incident or breach of PHI occurs at or by a Business Associate, the Business Associate must notify Hilltop/GVA without reasonable delay and no later than 30 days from the discovery of the breach.
- a) The Business Associate will contact either the Risk Officer or the Chief Financial Officer at 970-242-4400.
 - b) The Business Associate is responsible for the following per the HHS reporting requirements:
 - i) Reporting the breach to the Secretary of the United States Department of Health and Human Services, per the HHS reporting requirements.
 - ii) Reporting the breach to appropriate law enforcement agencies
 - c) Hilltop/GVA retains the responsibility of reporting to media and release of any information to the public in which Hilltop/GVA is identified.
 - d) To the extent possible, the Business Associate should provide Hilltop/GVA with the identification of each individual affected by the breach as well as other information required to be provided in notification to affected individuals.
- 10) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from Hilltop/GVA or created or received by Business Associate on behalf of Hilltop/GVA, available to the Secretary of the United States Department of Health and Human Services (HHS), for purposes of determining the Covered Entity's compliance with HIPAA.
- 11) Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinical Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as Omnibus Rule) issued by HHS on January 25, 2013 are applicable to Business Associate as described therein. Business Associate further acknowledges restrictions on the sales and marketing of PHI without the explicit authorization of the Individual. Within thirty (30) days of a written request by Hilltop/GVA, Business Associate shall allow a person who is the subject of PHI, such person's legal representative, or Hilltop/GVA to have access to and to copy such person's PHI in the format requested (electronic and/or paper) by such person, legal representative, or Hilltop/GVA unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.
- 12) Business Associate agrees to amend, pursuant to a request by Hilltop/GVA, PHI maintained and created or received by Business Associate, on behalf of Hilltop/GVA. Business Associate further agrees to complete such amendment within thirty (30) days of a written request by Hilltop/GVA, and to make such amendment as directed by Hilltop/GVA.

- 13) In the event Business Associate fails to perform the obligations under this Agreement, Hilltop/GVA may, at its option:
 - a) Require Business Associate to submit to a plan of compliance, including monitoring by Hilltop/GVA and reporting by Business Associate, as Hilltop/GVA, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto.
 - b) Require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of protected health information.
 - c) Immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.
- 14) Hilltop/GVA may immediately terminate this Agreement and related agreements if Hilltop/GVA determines that Business Associate has breached a material term of this Agreement. Alternatively, Hilltop/GVA may choose to:
 - a) Provide Business Associate within ten (10) days written notice of the existence of an alleged material breach.
 - b) Afford Business Associate an opportunity to cure said alleged material breach to the satisfaction of Hilltop/GVA within (10) days. Business Associate's failure to cure shall be grounds for immediate termination of this agreement. Hilltop/GVA remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 15) Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Hilltop/GVA, or created or received by Business Associate on behalf of Hilltop/GVA and that Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of this Agreement.
- 16) Hilltop/GVA may amend this Agreement by providing ten (10) days prior written notice to Business Associate in order to maintain compliance with Colorado State or Federal law. Such amendment shall be binding upon Business Associate at the end of the ten (10) day period and shall not require the consent of Business Associate. Business Associate may elect to discontinue the Agreement within the ten (10) day period, but Business Associate duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance. Hilltop/GVA and Business Associate may otherwise amend this Agreement by mutual written agreement.
- 17) Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Hilltop/GVA and his/her respective employees, directors, and agents (Indemnities) from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against any Indemnities arising out of the acts or omissions of Business Associate or any of Business Associate's employees, directors, or agents related to the performance or nonperformance of this Agreement.

- 18) Comply with the Security Rule with regard to EPHI; and report breaches of unsecured PHI to covered entities.
- 19) Comply with the requirements of the Privacy Rule applicable to covered entities when carrying out their obligations; and ensure that any subcontractors that create or receive PHI on behalf of the business associate agree to the same restrictions and conditions that apply to the business associate.

Business Associate Representative

Print Name

Signature

Name of Company

Date

Hilltop Health Services Corporation/GVA Management Representative

Print Name

Signature

Position/Title

Date

Witness

Print Name

Signature

Position/Title

Date

Confidentiality Agreement

Due to the nature of many of Hilltop Community Resources, Inc. programs, we require the suppliers who visit our locations to sign an agreement of confidentiality. The purpose of this agreement is to protect the safety and privacy of our clients and staff. By signing this agreement, you are obligating you and your company or organization to the following:

1. Not to reveal the names, identities and locations of our clients and employees.
2. Upon request, identify yourself and the company you represent. If you are unable to satisfactorily identify yourself, you will be required to leave the premises
3. This agreement is good for all properties and programs owned or operated by Hilltop Community Resources, Inc.
4. Failure to abide by this agreement can lead to termination of current and future business activities without penalty to Hilltop Community Resources, Inc. regardless of prior contractual obligation.

Company: _____

Signature: _____ Date _____

Witness: _____ Date _____

Declaration of Independent Contractor Status

According to the Colorado Workers' Compensation Act, a person is an independent contractor, not an employee, if *both* of the following statements are true.

1. He/she is free from control and direction in the performance of the service (unless control is exercised under the requirement of any state or federal statute or regulation).
2. He/she is customarily engaged in an independent trade, occupation, profession, or business related to the services performed.

The Colorado Workers' Compensation Act also outlines nine criteria (listed on page 2) to help determine whether or not the above statements are true. For an individual to be considered an independent contractor, he/she must meet only those criteria that are appropriate to the situation. He/she does not need to meet all of the nine criteria.

This Declaration of Independent Contractor Status Form documents the business relationship as defined in the Colorado Workers' Compensation Act. *It is the responsibility of Hilltop and their independent contractor(s) to correctly and truthfully complete this form. A copy of the agreement must be attached to either the Purchase Order or the placed into Hilltop's Contract Management software.*

Declaration of Independent Contractor Status Form

We certify UNDER PENALTY OF PERJURY that: (name and trade name _____ performing (type of work) _____ Social Security or Federal Employer Identification # _____ Address: _____ Phone: _____ is an independent contractor (IC) and is not an employee of Hilltop Community Resources, Inc. Corporate Office located at 1331 Hermosa Ave, Grand Junction CO 81506 Phone: 970-242-4400

We also certify, by OUR initials WHERE APPLICABLE, that the above business for which the above individual performs services meet the following criteria:

IC _____ 1. The business DOES NOT require the individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period)

IC _____ 2. The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);

IC _____ 3. The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate;

IC _____ 4. The business DOES NOT terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;

IC _____ 5. The business DOES NOT provide more than minimal training for the individual;

IC _____ 6. The business DOES NOT provide tools or benefits to the individual (except that materials and equipment may be supplied);

IC _____ 7. The business DOES NOT dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);

IC _____ 8. The business DOES NOT pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;

IC _____ 9. The business DOES NOT combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly

CERTIFICATION BY INDEPENDENT CONTRACTOR

THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE:

- WILL NOT BE ENTITLED TO ANY WORKER'S COMPENSATION BENEFITS IN THE EVENT OF INJURY.
- IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES FOR THE BUSINESS.
- IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES.

Independent Contractor Signature

Title

Social Security #

Bid Selection Form

This Form should be used to document the purchase of goods and/or services greater than \$2500. Submit this form, along with the original quotes and the signed Project Request Form to purchasing.

Date: _____

Project Manager: _____

Location: _____

Competitive Quote Information (List three most competitive quotes received):

Vendor Name	Quote Received Date	Item/Services	Cost	Comments

Vendor Selected:

Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Vendor provided the best overall offer (explain below)
- Contract with vendor for goods or services (explain below)
- Supplier is sole provider/manufacture (explain below)
- Emergency/Urgency (explain below)
- Other (explain below)

Explanation: (attach additional information as necessary)

Project Manager Signature _____ Date _____

Purchasing Agent Signature _____ Date _____

This Form maybe used by both Hilltop and Vendor-Contractor for complaint issues

Complaint Form

To: Organization:

Name:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	Phone:
Email:	Signature:	
PO No.	PO Date:	
Description:		

From: Complainant :

Name:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	Phone:
Email:	Signature:	
PO No.	PO Date:	
Description:		

NATURE OF COMPLAINT:

INVOICE/PAYMENT	DELIVERY	SPECIFICATION/AGREEMENT	OTHER
<input type="checkbox"/> Non-Payment	<input type="checkbox"/> Delivery Refused	<input type="checkbox"/> Spec. Delayed	<input type="checkbox"/> Poor Customer Service
<input type="checkbox"/> Late Payment	<input type="checkbox"/> Shipped to Wrong Location	<input type="checkbox"/> Modification (no change Order)	<input type="checkbox"/> Unsatisfactory Installation
<input type="checkbox"/> Incorrect Payment	<input type="checkbox"/> Time of Delivery Inappropriate	<input type="checkbox"/> Bid Sample Problems	
<input type="checkbox"/> Refused late Charges	<input type="checkbox"/> Improper Method of Delivery	<input type="checkbox"/> Did not meet Spec.	
<input type="checkbox"/> Invoice Price Incorrect	<input type="checkbox"/> Damaged Shipment	<input type="checkbox"/> Unauthorized Substitution	
<input type="checkbox"/> Incorrect Quantity	<input type="checkbox"/> Partial Delivery	<input type="checkbox"/> Damaged Product	
<input type="checkbox"/> Items did not Ship	<input type="checkbox"/> Late/No Delivery		

OTHER OR FURTHER EXPLANATION:

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For Hilltop Use Only	Action Date:
	Resolved:
	Removed from List:
	Suspension/Debarment:

Hilltop ACH Authorization Form

Hilltop ACH Authorization Form

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize Hilltop Community Resources, Inc. to initiate entries to my (our) checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Hilltop is notified by me (us) in writing to cancel it in such time as to afford Hilltop and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Name of Financial Institution _____

Address of Financial Institution - Branch, City, State, & Zip _____

Authorizing Signature _____ Date _____

Name – (PLEASE PRINT/TYPE) _____

Address – (PLEASE PRINT/TYPE) _____

Please attach a blank, voided check.

These numbers are located on the bottom of your check as follows:

⑆ 123456789 ⑆ 1234567890123 ⑆
Routing Number Account Number

Code of Ethics / Conflict of Interest Statement- Disclosure for Contractors

1. Name: _____

2. Date: _____

3. I affirm the following:

I have received a copy of the HILLTOP Code of Ethics / Conflict of Interest Policy. _____(Initial)

I have read and understand the policy. _____ (Initial)

I agree to comply with the policy. _____ (Initial)

I understand that HILLTOP is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of tax-exempt purposes. _____(Initial)

4. Disclosures:

a. Do you or a family member have a significant financial interest (current or potential), including a compensation arrangement, as defined in the Code of Ethic's - Conflict of Interest policy with HILLTOP? Yes No

i. If yes, please describe it: _____

ii. If yes, has the financial interest been disclosed, as provided in the Code of Ethic's - Conflict of Interest policy?

Yes No

b. In the past, have you or a family member had a financial interest, including a compensation arrangement, as defined in the Code of Ethic's - Conflict of Interest policy with HILLTOP?

Yes No

i. If yes, please describe it, including when (approximately): _____

ii. If yes, has the financial interest been disclosed, as provided in the Code of Ethic's - Conflict of Interest policy?

Yes No

5. List all outside business activities which you or a family member is or has been engaged that has transacted legitimate business with Hilltop.

You are required to report any gift offered or given to you through a Hilltop business association. Please report such offers or gifts that exceed \$50 in value to your supervisor.

Signature of Contractor

Date: _____

Family refers to spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, cousins, nephews and nieces or anyone living in the same household or having a special relationship with the person in question, including significant others.

Significant Financial Interests refers to any equity holding which exceeds 1% ownership of any one enterprise or such ownership exceeds \$5,000.

Gift includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of training, transportation, travel, lodgings and meal; whether the gift is provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

Code of Ethics / Conflict of Interest Statement- Disclosure for Employee

1. Name: _____

2. Date: _____

2. Position:

Are you an Officer? Yes No

If you are an Officer, which Officer position do you hold? _____

3. I affirm the following:

I have received a copy of the HILLTOP Code of Ethic's - Conflict of Interest Policy. _____(Initial)

I have read and understand the policy. _____(Initial)

I agree to comply with the policy. _____(Initial)

I understand that HILLTOP is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of tax-exempt purposes. _____(Initial)

4. Disclosures:

- a. Do you or a family member have a significant financial interest (current or potential), including a compensation arrangement, as defined in the Code of Ethic's - Conflict of Interest policy with HILLTOP? Yes No

i. If yes, please describe it: _____

ii. If yes, has the financial interest been disclosed, as provided in the Code of Ethic's - Conflict of Interest policy?

Yes No

- b. In the past, have you or a family member had a financial interest, including a compensation arrangement, as defined in the Code of Ethic's - Conflict of Interest policy with HILLTOP? Yes No

i. If yes, please describe it, including when (approximately) _____

ii. If yes, has the financial interest been disclosed, as provided in the Code of Ethics 'Conflict of Interest policy?

Yes No

5. List all outside business activities which you or a family member is or has been engaged that has transacted legitimate business with Hilltop.

You are required to report any gift offered or given to you through a Hilltop business association. Please report such offers or gifts that exceed \$50 in value to your supervisor.

Signature of Employee

Date: _____

Family refers to spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, cousins, nephews and nieces or anyone living in the same household or having a special relationship with the person in question, including significant others.

Significant Financial Interests refers to any equity holding which exceeds 1% ownership of any one enterprise or such ownership exceeds \$5,000.

Gift includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of training, transportation, travel, lodgings and meal; whether the gift is provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

Contractor Application



CONTRACTOR QUALIFICATION Application

Hilltop Community Resources / GVA Management
Purchasing@htop.org

Doing the right thing by: Putting People First, Building Relationships, and Striving for Excellence. We Challenge the Status Quo and Take Responsibility for Our Actions.

Guide for Suppliers Brochure

What Hilltop looks for when selecting a supplier

Hilltop wants suppliers that will minimize our costs and contribute to profit improvement. A new supplier's capabilities to achieve these goals will be ascertained before placing any significant order.

Products or services that we buy must meet the specifications that we request and the selected supplier agrees to provide by acceptance of our order. The selected supplier must have the technical capabilities and equipment needed to fill our requirements successfully.

Our selected suppliers must make deliveries on the schedule they agree to. Delivery earlier than agreed or later than agreed is not considered satisfactory. Suppliers must have the ability to produce the volume we need when we need it and that a supplier will be able to fill our needs as we grow.

All salespeople are expected to have the authority to negotiate a firm agreement. If a salesperson has limited authority to make an agreement or is unsure of his or her authority to do so, the buyer should be told before accepting any purchases order or contract. All accepted purchase orders are considered firm agreements.

All costs are considered firm and not subject to negotiations after a purchase order is submitted unless the agreement includes a clause permitting price changes for changes.

ETHICAL STANDARDS

All of our purchasing personnel subscribe to the ethical standards set below

Code of Ethics

- Our first duty is to our clients. The goods and services that we purchase can affect their daily lives and in many cases, their quality of life. Money spent wisely can translate into greater client satisfaction and overall financial stability for Hilltop.
- Each employee will maintain loyalty to his or her employer. The organization's objective should be pursued consistent with this code as long as no federal, state or local laws are violated.
- Purchases should be made without personal prejudice and the suppliers who offer the optimum value when all factors are considered.
- Buyers and salespeople should exercise and insist on honesty. All forms of unscrupulous business practices should be denounced.
- All Conflicts of Interest which would jeopardize impartiality in business transactions should be avoided.
- Buyers are expected to be truthful with suppliers and potential suppliers. Sellers are expected to behave in a similar fashion.
- Buyers and salespeople should maintain high standards of personal conduct.
- Gifts or special offers from established vendors with no monetary value are permissible.



1331 Hermosa Ave • Grand Junction, CO 81506
970-242-4400 • Purchasing@htop.org

GUIDE FOR SUPPLIERS

How to do business with Hilltop Community Resources

