



# CONTRACTOR/ VENDOR QUALIFICATION

Application  
Revised 05/12/21

Hilltop Community Resources  
Purchasing@htop.org





## Application Contents/Requirements

### Documents to be completed & returned:

- Application - Company/Provider Details
- Business References (provide on separate sheet)
- W-9 Form
- Confidentiality Agreement
- Declaration of Independent Contractor Statement and Form
- Conflict of Interest Disclosure
- Business Associate Agreement (*Complete only if you will require access to Medical Records*)

### Supplemental documents (no need to return):

- Hilltop Tax Exempt Certification
- Hilltop Health Services Corporation's Terms and Conditions
- Complaint Process and Complain Form
- Hazard Communication Plan
- Supplier Responsibilities



## Company/Provider Details

Company/Provider Name: \_\_\_\_\_

Company's Main Produce/Service \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dun & Bradstreet number: \_\_\_\_\_

Federal EIN/TIN or SSN: \_\_\_\_\_

Billing Address (if different from Mailing address):

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Federal EIN/TIN/SSN: \_\_\_\_\_

Corporation:

Sole Proprietor:

LLC:

Other (Specify):

\_\_\_\_\_

### LICENSING:

1. Has a complaint ever been filed with a State Licensing Board against your Company?

If yes, please describe:

2. Indicate licenses, with license numbers, for which you are qualified to perform the services requested:

License type: \_\_\_\_\_

License number: \_\_\_\_\_

License type: \_\_\_\_\_

License number: \_\_\_\_\_

License type: \_\_\_\_\_

License number: \_\_\_\_\_

**REFERENCES:**

Provide a copy of business references on a separate sheet. References must include:

- Company Name
- Address
- Contact name and contact information (i.e. name, phone, etc.)
- Email address
- Website (if available)

**INSURANCE REQUIREMENTS:**

**CHECK BOX IF YOU HAVE INSURANCE DESCRIBED**

- General Liability – Contractor / Subcontractor must carry \$1,000,000 per Occurrence limit of insurance with \$2,000,000 aggregate limit. Contractor / Subcontractor should name Hilltop Health Services as an additional insured with completed operations and provide a waiver of subrogation
- Auto Liability – Contractor/ Subcontractor should carry a minimum of \$1,000,000 combined single limit auto liability and name Hilltop Health Services as additional insured.
- Workers Compensation - Contractor/ Subcontractor must carry workers compensation coverage with minimum statutory limits of employers’ liability. This policy should provide a Waiver of Subrogation in favor of Hilltop Health Services.
- Professional Liability – Vendors that are providing Hilltop with a professional services they must supply Hilltop Health Services with a \$1,000,000 per occurrence limit of professional liability or errors and omissions coverage

**If your insurance levels are different from the above requirements, please document your current levels:**

General Liability: \_\_\_\_\_

Auto Liability: \_\_\_\_\_

Workers Compensation: \_\_\_\_\_

Professional Liabilities: \_\_\_\_\_

**NOTE: Please submit copies of COI’s with this application packet. All future COI’s (Certificates of Insurance) must be provided directly from your insurance agent or insurance company automatically prior to their expiration:**

**SIGNATURE:**

I hereby certify that I have read all of the terms and conditions within this application and that the information I have provided is true and correct, to the best of my knowledge.

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**Print Name**

**Signature**

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**Name of Company**

**Date**

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
		<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
		<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p><b>6</b> City, state, and ZIP code</p>	
		<p><b>7</b> List account number(s) here (optional)</p>	

## 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
				-			-			
<b>or</b>										
<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

<b>Sign Here</b>	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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*



### 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. To hold in confidence any and all documents and/or proprietary information received from any property and/or programs owned or operated by Hilltop Community Resources, Inc.
3. 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
4. This agreement is good for all properties and programs owned or operated by Hilltop Community Resources, Inc.
5. 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 \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Declaration of Independent Contractor**

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 (referenced on attached Declaration of Independent Contractor Status Form)** 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*

## DECLARATION OF INDEPENDENT CONTRACTOR STATUS FORM

Contractor Name: \_\_\_\_\_

Trade Name: \_\_\_\_\_

Type of work performed: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employer ID: \_\_\_\_\_ Phone: \_\_\_\_\_

We, the Contractor named above, do certify UNDER PENALTY OF PERJURY that we are an Independent Contractor (**IC**) and are not an employee of Hilltop Community Resources (**The Business**).

We also certify the following with our initials:

IC\_\_\_\_ 1. The Business does not require the IC to work exclusively for them (except that the IC may choose to work only for The Business for a definite period of time).

IC\_\_\_\_ 2. The Business does not establish a quality standard for the IC (except to provide plans and specifications regarding the work being performed, but cannot oversee the actual work or instruct the IC as to how the work will be performed).

IC\_\_\_\_ 3. The Business does not pay a salary or hourly rate but rather a fixed or contract rate.

IC\_\_\_\_ 4. The Business cannot terminate the work during the contract period unless the IC 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 anything more than minimal training for the IC.

IC\_\_\_\_ 6. The Business does not provide tools or benefits to the IC (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 mutually agreeable work hours may be established).

IC\_\_\_\_ 8. The Business does not pay the IC personnel individually, but rather makes checks payable to the trade or business name of the IC.

IC\_\_\_\_ 9. The Business does not combine their business operations in any way with the IC's business, but instead maintains such operations as separate and distinct.

### THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE:

- WILL NOT BE ENTITLED TO ANY WORKERS' 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.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_



### Conflict of Interest Disclosure

Do you or any family members have a significant financial interest (current or potential), including a compensation arrangement, with any of Hilltop's businesses? YES  NO

If yes, please describe:

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In the past, have you or any family members had a financial interest, including a compensation arrangement, with any of Hilltop's businesses? YES  NO

If yes, please describe (include dates):

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List any outside business activities which you or a family member are or have been engaged in, that has transacted legitimate business with Hilltop.

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**SIGNATURE:**

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Print Name	Signature
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Name of Company	Date
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## Business Associate Agreement

This Agreement is entered into by and between Hilltop Health Services Corporation 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:
  - a) Administration, completion, and/or submission of health care claims to health plans, clearinghouses, and other third party payers.
  - b) Collection and/or alteration of fees for Hilltop/GVA.
  - c) Establishment and maintenance of business management programs for Hilltop/GVA.
  - d) Introduction, maintenance, and programming of electronic medical record systems for Hilltop/GVA.
  - e) Data analysis, quality assurance, and utilization review of Hilltop/GVA services.
  - f) Introduction, maintenance, and programming of compatible dictation systems for Hilltop/GVA.
  - g) 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



- 17) 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.
- 18) 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.
- 19) Comply with the Security Rule with regard to EPHI; and report breaches of unsecured PHI to covered entities.
- 20) 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**

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Print Name	Signature
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Name of Company	Date

**Hilltop Health Services Corporation Representative**

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Print Name	Signature
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Position/Title	Date



### Hilltop Tax Exempt Certification

Colorado Department of Revenue  
175 Sherman Street Denver CO, 80261

#### CERTIFICATE OF EXEMPTION FOR SALES AND USE TAX ONLY

USE ACCOUNT NUMBER For all references	LIABILITY INFORMATION	ISSUE DATE
98-11686-0000	08 018 8399 N 111795	NOV 29 1995

1331 HERMOSA AVENUE GRAND JUNCTION CO

This License is not transferable

Hilltop Heath Services  
Corporation 1331 Hermosa  
Ave  
Grand Junction CO, 81506



## Hilltop Health Services Corporation's Terms and Conditions

- 1. Identity.** Hilltop Community Resources, Inc., The Fountain of the Grand Valley, and 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 forms(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 Buyer 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 of 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 Buyer. 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, superseded, 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 Safety Data Sheets (SDS) 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 "equals" 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 injure to the benefit of and be binding upon the parties hereto and their respective successor 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 employed 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 preformed 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 Buyer may notify the supplier in writing of the non-performance, and if not promptly corrected with in the time specified, such officer may terminate the



suppliers 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 Buyer may deem necessary to reimburse the Buyer for the excess costs incurred in completing or procuring similar goals 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 acknowledgement, 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 Buyer 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 Buyer 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.



## **Complaint Process**

Contractor complaints originate for a number of reasons, real or perceived: however, all of these reasons negatively reflect on the integrity of the procurement process. Prior to initiating a complaint, a Contractor(s) should be encouraged to resolve problems with the programs/departments first. Experience has demonstrated that there are often minor errors, omissions or other inadvertent actions which can be quickly clarified or corrected to the satisfaction of the complainant, thus addressing the cause of many complaints and concerns.

### ***Contractor Complaint with Hilltop***

- A. Where a Contractor has not received a satisfactory response from program/department they should submit a formal complaint, (Refer to Contractor Complaint Form) to the Director of Purchasing. (Refer to Complaint Form)
- B. If that complaint is directed at the Director of Purchasing, then it should be submitted to the Chief Financial Officer.

### ***Complaints with Contractor(s)***

- A. Programs/Departments are to notify any Contractor immediately if a purchased product or service does not meet specified standards and warranty provisions, or if the Contractor is not fulfilling the terms and conditions of the purchase or service. In working toward a resolution with the Contractor, programs/departments must maintain written documentation of these efforts and the Contractor's responses to them.  
(Refer to Complaint Form)
- B. If numerous attempts have been made to resolve an issue with a Contractor purchased product or service and those efforts have been documented but remain unsuccessful, contact the Purchasing Department and they will attempt to resolve the issue.



## Complaint Form

This form may be used by both Hilltop and vendor/contractor for complaint issues

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:

- |                                                  |                                                         |                                                    |
|--------------------------------------------------|---------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Non-Payment             | <input type="checkbox"/> Delivery Refused               | <input type="checkbox"/> Spec. Delayed             |
| <input type="checkbox"/> Late Payment            | <input type="checkbox"/> Shipped to Wrong Location      | <input type="checkbox"/> Modification              |
| <input type="checkbox"/> Incorrect Payment       | <input type="checkbox"/> Time of Delivery Inappropriate | <input type="checkbox"/> Bid Sample Problems       |
| <input type="checkbox"/> Refused Late Charge     | <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"/> Item(s) Did Not Ship    | <input type="checkbox"/> Late/No Delivery               | <input type="checkbox"/> Poor Customer Service     |
| <input type="checkbox"/> Unsatisfactory Install  |                                                         |                                                    |

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



## Hazard Communication Plan

Hilltop is committed to preventing accidents and ensuring the safety and health of our employees & clients. We will comply with all applicable federal and state health and safety rules and provide a safe, healthful environment for all employees and clients. Hazardous materials include solids, liquids, and gases containing health and / or physical hazards. This written hazard communication plan (HAZCOM) is intended to meet the requirements of OSHA's Hazard Communication Standard, CFR 1910.1200 and is available at all Hilltop facilities for review by all employees and clients.

Hilltop's HAZCOM program applies to all work areas where employees and clients have the potential to be exposed to chemicals during routine operations, non-routine tasks, and chemical spill emergencies.

If employees of other employer(s) may be exposed to hazardous chemicals at the workplace (for example, employees of a construction contractor working on-site), It is the responsibility of the Maintenance Supervisor to provide contractors and their employees with the following information:

- The identity of the chemicals, how to review our Safety Data Sheets, and an explanation of the container and pipe labeling system.
- Safe work practices to prevent exposure.

**All On-Site Contractors will provide copies of their own written HAZCOM Program including scope of their work, hazardous materials brought to the site, inventory and quantity of materials and proof of employee HAZCOM training, as well as disposal of waste and empty container methods.**



## **Supplier Responsibilities**

Supplier of Goods & Services to Hilltop are required to:

- A. Complete a Small Vendor Qualification Application and return the document to the purchasing Department.
- B. All business will be conducted in a Legal & Ethical Manner.
- C. All Suppliers are required to keep all competitive and non-competitive information about Hilltop's Plans, Product, Clients, Employee's and Officer's confidential.
- D. All Suppliers who create, receive, maintain or transmit PHI (protected Health Information) must sign a Business Associate Agreement under HIPPA.
- E. All Suppliers must provide Proof of Insurance as stated in the Standard Insurance Requirements Policy.
- F. Supplier must provide proof of licenses when applicable.
- G. All Suppliers must provide SDS sheets, per Hazardous Material Communication Policy (if applicable).
- H. Suppliers must maintain the Safety, Security and Health of Hilltop's Employees and clients as well as their employees and clients.
- I. Food Suppliers must comply with applicable local, state, and federal laws.
- J. Food Suppliers must have an on-farm Food Safety Plan in place and provide documentation of their plan.