AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract for Services; Hilltop Health Services Cor

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Hilltop Services Corporation

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Contract with Hilltop for Gunnison County to provide Connect for Health Services at a specified labor rate

Fiscal Impact:

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, Kelly calculated the hourly rates and is confident the total amount billed will be within the limit indicated in the agreement.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/1/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 12/9/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/9/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/10/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/15/2015

Revised April 2015

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is entered into this ____ day of _____, 2015, to be effective retroactive to the 1st day of July, 2015, by and between the Board of County Commissioners of the County of Gunnison, Colorado, 200 East Virginia Avenue, Gunnison, Colorado 81230 ("Gunnison County"), for and on behalf of the Gunnison – Hinsdale County Department of Human Services ("Department"), and Hilltop Health Services Corporation, a Colorado corporation, d/b/a Hilltop Community Resources, Inc., 540 S. 1st Street, Montrose, Colorado 81401 ("Hilltop"), to provide Health Coverage Guide services through the Connect for Health Assistance Network.

A. RECITALS

The Department desires assistance in providing community members who reside within either Gunnison County or Hinsdale County ("Residents") with information and services that will guide them through the Connect for Health Colorado Insurance Program; and

Hilltop, through the Connect for Health Assistance Network, can provide funding to compensate a Health Coverage Guide to provide the Department with assistance in guiding its Residents through the Connect for Health Colorado Insurance Program; and

Gunnison County, on behalf of the Department, desires to engage Hilltop to provide the funding for the assistance of a Health Coverage Guide according to this Agreement; and

Hilltop desires to provide the funding of the assistance of a Health Service Guide to the Department through Gunnison County according to this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above and the mutual covenants and obligations hereinafter set below, the parties agree as follows:

1. Scope of Services.

a. Hilltop shall:

1. Maintain its commitment to support Connect for Health Colorado's mission to increase access, affordability, and choice for individuals and small employers purchasing health insurance in Colorado through Connect for Health Assistance Network responsibilities and its support of Health Coverage Guides as identified in Appendix "A" "Hilltop Assistance Site Responsibilities" attached hereto and incorporated herein by reference.

2. Provide the funding, through funds received from the Connect for Health Colorado Assistance Network Grant, to compensate Gunnison County for a Health Coverage Guide's hourly wage as more specifically identified in paragraph 4 herein.

b. Gunnison County shall:

1. Provide an employee of Gunnison County to serve as a Health Coverage Guide to assist Residents through the Connect for Health Colorado Insurance Program. Those services are identified in the "Health Coverage Guides: Roles and Responsibilities and Duties" attached hereto and incorporated herein by reference as Appendix "B" ("Services"). Those Services shall be performed in a timely manner and in accordance with all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof.

2. Perform 100% time tracking to reflect that the Services conducted under this Agreement target only the work associated with the Connect for Health Colorado marketplace and does not include any enrollment functions for Medicaid Residents.

3. Provide monthly, quarterly and annual reports to Hilltop with quantitative data on characteristics of the target population and work performed.

4. Participate in third-party evaluation of Connect for Health Colorado grants program, including assisting with any data collection and information gathering, such as participating in surveys, site visits, meetings, and interviews with evaluators.

5. Produce all documents and reporting required for monitoring of federal grant sub-recipients and shall comply with the Standard Terms and Conditions for the Connect for Health Assistance Network Grant

2. Term.

The Term of this Agreement is for a period of twelve (12) months commencing retroactively on July 1, 2015 and to expire on June 30, 2016. Upon written agreement of the parties herein, this Agreement may be extended, unless sooner terminated or replaced as provided herein.

3. Strategic Result.

Execution of this Agreement will assist Gunnison County with its results strategy of 80% of area residents having health insurance coverage as outlined in the Gunnison County Strategic Plan.

4. Compensation, Bonus and Expenses.

In consideration and exchange for Gunnison County providing a Health Coverage Guide to assist Residents through the Connect for Health Colorado Insurance Program as identified herein, Hilltop shall compensate Gunnison County a hourly labor rate for

Services, to include salary and benefits, in an amount no less than Twenty Four and 18/100 U.S. Dollars ($24.18) though not to exceed the amount of Twenty Four and 91/100 U.S. Dollars ($24.91). Total compensation from Hilltop to Gunnison County for the term of this Agreement shall not exceed Seven Thousand Two Hundred Seventy Five and No/100 U.S. Dollars ($7,275.00). Specifically, Services rendered in Gunnison County shall not exceed Five Thousand One Hundred and No/100 U.S. Dollars ($5,100.00) and Services rendered in Hinsdale County shall not exceed Two Thousand One Hundred Seventy Five and No/100 U.S. Dollars ($2,175.00).

By no later than the 10th of every month during the term of this Agreement, Gunnison County shall provide Hilltop with monthly invoicing of the Health Coverage Guide's hours spent for Services rendered. Hilltop shall reimburse Gunnison County within three (3) weeks of receipt of invoice for the Health Coverage Guide's hourly wages.

5. Insurance.

Hilltop agrees that at all times during the Term of this Agreement that Hilltop shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Hilltop will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Hilltop during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Ninety Thousand and No/100 U.S. Dollars ($350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Fifty Thousand and No/100 U.S. Dollars ($990,000.00).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $150,000 for any injury to one person in any single occurrence and in an amount no less than $600,000 for any injury to two or more persons in any single occurrence.

6. Nonexclusive Agreement.

Hilltop acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

7. Independent Contractor.

In carrying out its obligations and activities under this Agreement, Hilltop is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Hilltop does not have any authority to bind Gunnison County in any manner whatsoever.

Hilltop acknowledges and agrees that Hilltop is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Hilltop is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. Indemnification.

Hilltop agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Hilltop or its employees, Departments or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

9. Discrimination.

Hilltop agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Hilltop shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Hilltop shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. Immigration Compliance Certification.

a. Hilltop certifies that Hilltop does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Hilltop certifies that Hilltop has required its Departments to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Hilltop certifies that it has attempted to verify the eligibility of its employees and Departments to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Hilltop agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Hilltop agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. ADA Compliance.

Hilltop assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Hilltop, or be subjected to any discrimination by the Hilltop upon which assurance Gunnison County relies.

12. Miscellaneous.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

13. Delegation and Assignment.

This is a personal services contract with Hilltop and, therefore, Hilltop shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. Termination.

This contract may be terminated under one of the following circumstances:

- Contract term ends without a written renewal
- 90 day written notice of termination by either party any time within the contract period.
- Funding failure

  If third parties fail to make expected funds available (including funds which may be received from the federal government) for the continued performance for any fiscal period of COHBE operations, this Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either Connect for Health Colorado's rights, Hilltop's rights or the Department's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Grantee and Connect for Health Colorado from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. Hilltop shall notify the Department as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

15. Notices.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Hilltop:	Hilltop Community Resources, Inc. 540 S. 1st Street Montrose, CO 81401

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

16. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the Colorado State District Court governing Gunnison, Colorado.

17. Attorney's Fees.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney's fees and expert witness fees.

18. Counterparts: Facsimile Transmission.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

19. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

FOR THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

HILLTOP HEALTH SERVICES CORPORATION,
a Colorado corporation, d/b/a/
Hilltop Community Resources Inc.,
A Colorado corporation

By: _____
J. Michael Stahl, CEO

ATTEST:

_____
Secretary

APPENDIX “A”

ASSISTANCE SITE RESPONSIBILITIES (HILLTOP)

• Commitment to supporting Connect for Health Colorado’s mission to increase access, affordability, and choice for individuals and small employers purchasing health insurance in Colorado.
• Conduct outreach and public education that helps inform Colorado communities about new opportunities for accessing health care coverage, and assistance paying for health coverage.
• Recruit, employ, manage, and monitor individual Health Coverage Guides.
• Ensure Health Coverage Guides complete Connect for Health Colorado training and certification. Training will occur over the summer and early fall 2015. Certification criteria for Health Coverage Guides are attached as Appendix 2
• Ensure staff interacting with Health Coverage Guide clients or accessing the personal information of clients have completed a criminal background check and are free of conviction of financial crimes, crimes against children or vulnerable adults, and violent offenses.
• Sign Privacy and Security Statement and Conflict of Interest Statement (forthcoming) and obtaining the same from any organization providing support for Health Coverage Guide services and from all Health Coverage Guides under their supervision.
• Provide the infrastructure that allows Health Coverage Guides to conduct their business. Infrastructure requirements include ADA accessible space, telephone and fax, high speed internet access, computer, scanner, and printer.
• Provide monthly, quarterly, and annual reporting in the format requested by COHBE. Reporting will include information about outreach activities, number of people served, amount of time spent, type of contact made, etc.
• Submit to third-party evaluation.
• Provide administrative support services related to Assistance Site and Health Coverage Guide duties such as scheduling, supervision, and budget management.
• Be prepared to assist with pre-enrollment activities, such as information, education, responding to questions by July 2015.

• Be prepared to deliver services when open enrollment begins in July, 2015.

• Provide in-person assistance to customers (by appointment, walk-in or otherwise as defined by the applicant entity). In-person assistance includes but is not limited to:

- Providing education about insurance terms and the full range of health coverage options and help completing the application for health coverage
- Provide appropriate referrals and facilitate appropriate connections with other members of Connect for Health Colorado customer service system.
- Provide phone assistance to customers and phone access for setting appointments, answering questions, resolving problems with a maximum call response time of 1 business day.
- Respond to internet or email inquiries within 1 business day.

APPENDIX “B”
HEALTH COVERAGE GUIDES: ROLES, RESPONSIBLITIES AND DUTIES

The role of the Health Coverage Guide will be to provide Connect for Health Colorado customers with fair and impartial information and services that help guide them through the application process. Health Coverage Guides will provide education about all the health coverage options available to customers and the qualified health plans available on the Exchange, as well as information about tax credits and cost sharing subsidies. They will assist customers in completing the application for health coverage and some will assist employers set up plan options for their employees. Health Coverage Guides will provide guidance to customers about their health plan options, and to help them prioritize, filter and sort these options. Health Coverage Guides will also assist customers with making changes to their account in the event of income fluctuations or changes in household, and renewing coverage during the appropriate renewal periods. In the event a customer has a grievance, complaint, or question, Health Coverage Guides will provide referrals to appropriate consumer assistance offices at the State or health insurance carrier. Health Coverage Guides will connect customers to the Customer Service Center, COHBE website, or certified and licensed brokers if additional support or support beyond the scope of the Health Coverage Guide’s role is needed.

Health Coverage Guides are distinct from brokers because Health Coverage Guides are not licensed by the Division of Insurance to sell insurance. Health Coverage Guides will not provide advice on plan selection and will not perform functions on behalf of their customers. The Connect for Health Colorado training program will cover the distinction between facilitating plan selection and advising on plan selection. Brokers receive commission for the sale of a health plan, whereas Health Coverage Guides are grant-funded (or unfunded in the case of volunteers).
Health Coverage Guides must be prepared to deliver assistance and services to Coloradans seeking health coverage no later than July 1, 2015**.**

Specific functions of the Health Coverage Guide include:

• Provide in-person assistance to customers (by appointment, walk-in or otherwise as defined by the applicant entity). In-person assistance includes but is not limited to:

- Providing education about insurance terms and the full range of health coverage options and help completing the application for health coverage
- Provide appropriate referrals and facilitate appropriate connections with other members of Connect for Health Colorado customer service system.
- Provide phone assistance to customers and phone access for setting appointments, answering questions, resolving problems with a maximum call response time of 1 business day.
- Respond to internet or email inquiries within 1 business day.