# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Ratification of Cty Manager's Signature; MOU; Hill

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Hilltop Community Resources and Gunnison County

**Term Begins:** 7/1/2019 **Term Ends:** 6/30/2020 **Grant Contract #:**

**Summary:**

These documents need to be signed as the Subcontractor for Hilltop on page 2 of the MOU, page 4 of the Business Associate Agreement and page 1 of the Confidentiality Agreement.

**Fiscal Impact:** None, we receive CYDC/SB94 grant funding each year to pay for these sevices.

**Submitted by:** Janet Reinman **Submitter's Email Address:** jreinman@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
On-going funding, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/31/2019

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

Comments:
ok db 5/31/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/31/2019 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/18/2019

*Revised April 2015*

# MEMORANDUM OF UNDERSTANDING

This agreement is made by and between Hilltop Community Resources (CONTRACTOR), and Gunnison County Colorado Youth Detention Continuum (CYDC SUBCONTRACTOR).

## PURPOSE OF AGREEMENT

The Colorado Legislature has appropriated funds for judicial districts as part of the Colorado Youth Detention Continuum (CYDC) juvenile service plan to develop alternatives to detention and commitment of youth in Division of Youth Services facilities. The goal is to alleviate overcrowding by developing programs that can provide rehabilitative and punitive aspects of the detention/commitment options while permitting youth to remain in the community.

The CYDC SUBCONTRACTOR will provide fiscal management and administrative services for CYDC funds allocated to the local plan. These funds will be received through Hilltop Community Resources, Inc. The CYDC SUBCONTRACTOR will be accountable to the CONTRACTOR for the delivery of services as outlined in the local plan approved by the PLANNING BOARD.

## CONTRACTOR RESPONSIBILITIES

A. Comply with all DYS requirements outlined in the Contract.
B. Employ the CYDC Coordinator
C. Sponsor and facilitate meetings to seek out and respond to local community input regarding efficacy of the local structure for collaboration.
D. Participate in the development of program goals and standards for meeting those goals consistent with CYDC guidelines and the purposes set forth above.
E. Serve as the human resource agent for the local CYDC services (i.e. selecting, supervising, assessing performance, maintaining general liability insurance, workers' compensation and unemployment insurance, etc.)
F. Submit the annual local plan to the PLANNING BOARD with a budget for the delivery of the services outline in that plan.
G. Insure that the required functions of intake screening and case assessment/staffing services are in place as required.
H. Meet all CYDC reporting and data entry requirements, timely and accurately.
I. Prepare and submit billings and financial accounting in accordance with DYS policy.

## PLANNING BOARD RESPONSIBILITIES

A. Act as the community advisory board to provide leadership and direction for the 7th Judicial District CYDC programs.
B. Act as a community liaison for the acquisition of any new grants or fundraising.
C. Review and approve the Annual Plan required to obtain CYDC funding.
D. Review the quality and scope of service delivery and provide guidance, which will include a written statement of the minimum criteria for the provision of services

CYDC SUBCONTRACTOR RESPONSIBILITIES

A. Sponsor and facilitate meetings to seek out and respond to local community input regarding efficacy of the local structure for collaboration.
B. Participate in the development of program goals and standards for meeting those goals consistent with CYDC guidelines and the purposes set forth above.
C. Serve as the human resource agent for the local CYDC services (i.e. selecting, supervising, assessing performance, maintaining general liability insurance, workers' compensation and unemployment insurance, etc.)
D. Insure that the required functions of intake screening and case assessment/staffing services are in place as required.
E. Meet all CYDC reporting and data entry requirements, timely and accurately.
F. Provide statistical information and program evaluation as requested by the CONTRACTOR and CYDC Coordinator, including all needed information to develop the Annual Plan.
G. Adhere to the insurance requirements and Background check requirements established by DYS.
H. Ensure that the selected CYDC Case Manager will:
    1. Work with the CYDC Coordinator to ensure quality, appropriate services and reporting practices.
    2. Coordinate and facilitate services to include the juveniles, their families and other interested parties for the purpose of assessing the availability of community services, which would be appropriate alternatives to detention or commitment, generating a recommendation for the application of those services.
    3. Report to the court and other involved agencies the process and recommendations of the services.
    4. Implement and coordinate the delivery of CYDC services as recommended by the community staffing team or as ordered by the Court.
    5. Maintain completed and accurate records of activities and expenses.

This Memorandum of Understanding will remain in effect until terminated by either party with 90 days written notice to the addresses set forth below.

Hilltop Community Resources, Inc.
1330 Hermosa Ave
Grand Junction, CO 81501

Date

Subcontractor

6/4/19
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 Gunnison County 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 7/1/19 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.

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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

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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

MATTHEW BIRNIE

Print Name

Signature

GUNNISON COUNTY

Name of Company

6/4/19

Date

**Hilltop Health Services Corporation Representative**

Print Name

Signature

Position/Title

Date

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## 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 Gunnison County

Signature _____ Date 6/4/19

Witness Elizabeth Mense Date 6/4/19