

ATTACHMENT #6

ADDITIONAL PROVISIONS
To Contract Dated xx/xx/201x - CMS Contract Routing Number 16 FEFA xxxxx

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. This Contract contains State funds.
2. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using one of the two methods listed below.

The Contractor shall submit the following documentation with the completed CDPHE Reimbursement Invoice Form and Expenditure Details page; copies of timesheets\paystubs, credit card receipts, copies of cleared checks, invoices with zero balance shown, etc.

Mail to:

Eric Heyboer, Program Administrator
DEHS –A2
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form and supporting documentation into an electronic document. Email the scanned invoice and Expenditure Details page and supporting documentation to: Eric Heyboer, Program Administrator, eric.heyboer@state.co.us

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Five percent of each reimbursement request, but not to exceed \$00.00 will be withheld until the Contractor submits a draft report at the end of the grant cycle.

Unless otherwise provided for in the Contract, “Local Match”, if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

3. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **Thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify

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the Contractor of the failure or deficiencies, in writing, within **Thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **Thirty (30)** calendar days, to correct the noted deficiencies.

4. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

5. This award does not include funds for Research and Development.

6. Contractor shall provide to CDPHE proof that Contractor paid for the equipment prior to submitting any reimbursement request to CDPHE.

7. Contractor shall obtain prior written authorization from CDPHE for any equipment purchased with Grant Funds which is outside of original application request.

8. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

9. Contractor shall not sell, transfer, abandon, or dispose of equipment or otherwise allow the equipment to become unavailable for its use during the term of the contract without the prior written authorization of CDPHE.

10. Contractor shall notify CDPHE if project goals change or if the Contractor is unable to utilize the equipment due to changes in business status, in which case Contractor shall surrender the equipment to CDPHE for sale or reallocation to another organization unless otherwise provided in writing by CDPHE.

11. Contractor acknowledges and agrees that CDPHE may, at its sole discretion, execute a security lien against any piece of equipment purchased by Contractor pursuant to this contract. Any such lien shall remain in place until CDPHE determines that Contractor has satisfied all obligations of the contract, and CDPHE acknowledges and releases Contractor by written notice.