

**ADDITIONAL PROVISIONS**  
**To Contract Dated \*\*/\*\*/\*\*\*\* - CMS Contract Routing Number \*\* \*\*\* \*\*\*\*\***

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

Eliminate this information, all other information in red and any preprinted provisions that do not apply on your final version.

- Add in all provisions required by your program that are not included in the Contract template.
- Delete inapplicable information, verify that all paragraphs are numbered correctly, and attach this exhibit to your Contract.
- Please do not modify the general format of this document (e.g., font type/size, margins, spacing, etc.) or the header on the top of this page 1.)

1. This Contract contains (federal, state, private) funds (see Catalog of Federal Domestic Assistance (CFDA) number \*\*.\*\*\*).
2. The United States Department of \*\*\*\*\* (“US\*\*\*\*\*”), through the \*\*\*\*\* (“\*\*\*\*”) has awarded as of \*\*/\*\*/20\*\* (insert federal award date) anticipated federal funds of \$\*\*\*\*\*.00 (insert total anticipated amount of federal award to CDPHE) under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number \*\*\*\*\*, to perform the following – \*\*\*\*\* (Insert short description of the purpose of federal grant).

If the underlying Notice of Cooperative Agreement Award “NCAA” authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. Enter the appropriate invoicing provision from the Exhibit A – Invoicing Provisions document. A link is provided on the contracts intranet webpage
4. Time Limit For Acceptance Of Deliverables.
  - a. Evaluation Period. The State shall have \*\*\* (\*\*) 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 the Contractor of the failure or deficiencies, in writing, within \*\*\* (\*\*) 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 \*\*\* (\*\*) calendar days, to correct the noted deficiencies.

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

The following two sections deal with HIPAA requirements – PLEASE consult with the department’s HIPAA officer to determine which paragraph applies to your procurement.

If your Contractor is a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the next paragraph. The State and the Contractor have determined that Contractor is a business associate under HIPAA. The Contractor hereby agrees to, and has an affirmative duty to, execute the State’s current HIPAA Business Associate Agreement which is attached hereto as **Attachment A-\***, and incorporated herein by this reference. This Business Associate Agreement shall be fully and properly executed by Contractor and returned to the State at the time Contractor signs the Task Order Contract of which this exhibit is a part.

If your Contractor is NOT a Business Associate under HIPAA, include the following statement in your Additional Provisions, and DELETE the paragraph above. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does/does not (select one and delete the other) include funds for Research and Development.

7. xxx

8. xxx

9. xxx

10. xxx