



COLORADO
Department of Early Childhood

State of Colorado Contract Modification Contract Amendment #4

State Agency

Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

Contractor

Developmental Disabilities Resource Center
11177 West 8th Avenue
Lakewood, CO 80215
Vendor Code: VC00000000014452

Original Contract Number

CT QAAA 2025-932
25 QAAA 191892

Amendment Contract Number

CT QAAA 2027-TBD A4

Contract Performance

Beginning Date

July 26, 2024

Current Contract

Expiration Date

June 30, 2027

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2025 \$6,346,638.00

CT QAAA 2025-932

GAE QAAA 2025-183

*And \$29,741,384 pooled General Accounting Encumbrance (GAE) shared amongst various contractors as described in Contract, see Exhibit C Section 11.

*Any amount paid against Holdover CT QAAA 2025-932 HL prior to execution of this Contract shall be reduced

Extension Terms

State Fiscal Year 2026 \$8,244,958.40

CT QAAA 2026-951

GAE QAAA 2026-249

*And \$4,000,000 pooled General Accounting Encumbrance (GAE) shared amongst various contractors as described in Contract, see Exhibit C Section 11.

State Fiscal Year 2027 \$8,644,958.88

CT QAAA 2027-TBD

GAE QAAA 2027-169

*And \$2,000,000 pooled General Accounting Encumbrance (GAE) shared amongst various contractors as described in Contract, see Exhibit C Section 11.

Total for All State Fiscal Years \$23,236,555.28

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A - Statement of Work
2. Exhibit B - Budget
3. Exhibit C - Additional Provisions
4. Exhibit E - Third Party Entity/Organization Certification for Access to Protected Identifying Information (PII) Through a Database or Automated Network
5. Exhibit F - Sample Option Letter



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Department of Early Childhood

6. Exhibit G - Federal Provisions for Contractor
7. Exhibit H - Data Sharing Agreement

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit G - Federal Provisions for Contractor
2. Colorado Special Provisions in §18 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit E - Third Party Entity/Organization Certification for Access to Protected Identifying Information (PII) Through a Database or Automated Network
5. Exhibit H - Data Sharing Agreement
6. Exhibit A - Statement of Work
7. Exhibit C - Additional Provisions
8. Exhibit B - Budget
9. Exhibit F - Sample Option Letter

Signature Page Begins on Next Page

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor

Developmental Disabilities Resource Center

State of Colorado

Jared S. Polis, Governor
Colorado Department of Early Childhood
Lisa Roy, Ed.D., Executive Director

Signed by:
Rob DeHerrera ED
C9A1B5269593440...
By: Robert DeHerrera, Executive Director
Date: 6/17/2026

DocuSigned by:
Jeanni Stefanik CFO
DB0353F9B302434...
By:
Date: 6/17/2026

State Controller

Robert Jaros, CPA, MBA, JD

Signed by:
Cameron Burke Acting Controller
59FD53A9BDF34DD...
By:

Amendment Effective Date:

6/18/2026

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.



1. Parties

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2026, whichever is later, and shall terminate on the termination of the Contract.

4. Purpose

This Amendment extends the Contract Expiration Date, increases funds for State Fiscal Year (SFY) 27, updates the order of precedence, amends Exhibits A, B, C, and E, adds Exhibit H, and removes Exhibit D.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Extend the Contract Expiration Date from June 30, 2026 to June 30, 2027



The Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. Increase the Contract Amount for SFY27 by \$8,644,958.88 and Increase the Maximum Amount for All State Fiscal Years from \$14,591,596.40 to \$23,236,555.28.

The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. Order of Precedence

The Order of Precedence is hereby replaced on the Original Agreement with the Order of Precedence on Page 2 of this Amendment.

D. Exhibit A - Statement of Work

Exhibit A - Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

E. Exhibit B - Budget

Exhibit B - Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

F. Exhibit C - Additional Provisions

Exhibit C - Amendment #4, which is attached and incorporated by this Amendment, shall replace Exhibit C - Amendment #2 of the Original Contract.

G. Exhibit D - HIPAA Business Associate Agreement

Exhibit D is hereby removed from the Original Contract.

H. Exhibit E - PII Certification

Exhibit E - Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

I. Exhibit H - Data Sharing Agreement

Exhibit H - Amendment #4, which is attached and incorporated by this Amendment, shall be added to the Original Contract.

6. Limits of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



Statement of Work

Developmental Disabilities Resource Center Early Intervention Service Broker, Referral and Intake

CDEC Program Contract Manager

- Christy Scott

Abbreviations

- CCR - Colorado Code of Regulations
- CDEC - Colorado Department of Early Childhood
- CFO - Chief Financial Officer
- C.F.R. - Code of Federal Regulations
- CHP+ - Child Health Plan Plus
- C.R.S. - Colorado Revised Statutes
- EI - Early Intervention
- EIST - Early Intervention Services Trust
- FY - Fiscal Year
- HCBS - Home and Community Based Services
- HCPF - Colorado Department of Health Care Policy and Financing
- IDEA - Individuals with Disabilities Education Act
- Part B - Part B of the Individuals with Disabilities Education Act
- Part C - Part C of the Individuals with Disabilities Education Act
- IFSP - Individualized Family Service Plan
- JBC - Joint Budget Committee
- RFI - Request for Information
- RSU - Referral Status Update
- SOW - Statement of Work
- TEAM - Transdisciplinary, Equitable, Accessible Model
- U.S.C. - United States Code



Introduction/Background

The CDEC is authorized, pursuant to 26.5-3-401 – 410 Colorado Revised Statutes (C.R.S.) (2022) to administer the statewide EI Program and is designated as the lead agency for Part C of IDEA.

Certified Early Intervention Service Brokers, or EI Brokers, have been designated by CDEC to provide EI services to eligible children in the defined service area. The EI Program is administered by the CDEC through contracts with EI Brokers. EI Brokers (hereafter referred to as “Contractor”) are described under Section 26.5-3-408 (2022), C.R.S. Contractors are expected to deliver community-based EI services to infants and toddlers, birth through two (2) years of age (after age three for certain children who are eligible for the Extended Part C Option), who have been determined to have a developmental delay or disability, who have been diagnosed with a physical or mental condition that has a high probability of resulting in a significant delay in development (established condition), or who are living with a parent who has a developmental disability as determined by a Case Management Agency operating under a contract with HCPF. The Contractor shall be responsible for the provision of service coordination, the development and implementation of the IFSP, monitoring the delivery of services documented on the IFSP, and other functions as described in this SOW.

The EI Program provides eligible infants and toddlers, and their families, with services and supports to enhance child development in the areas of adaptive, communication, cognition, physical development (including hearing and vision), and social and emotional development. EI services are funded through state funds, public and private insurance dollars, federal Part C funds, and other funds.

The Contractor shall have documented policies and procedures to implement the requirements of this SOW.

Scope of Work

The Contractor shall administer and provide a program for children determined to be eligible for EI services, as defined in the state and federal statutes, regulations, and procedures. EI services shall be provided pursuant to the following statutes, regulations, and procedures as they currently exist or may hereafter be promulgated or amended, which are, by this reference, incorporated and made a part of this contract as set forth herein:

- A. Title 1, Part C of the IDEA of 2004, 20 United States Code (U.S.C.) 1431 through 1445



- B. Code of Federal Regulations (C.F.R.), Title 34, Volume 2, Part 303 Early Intervention Program for Infants and Toddlers with Disabilities
- C. Applicable Colorado Statute C.R.S. 26.5-3-401 - 410
- D. Early Intervention Rules and Regulations 8 CCR 1405-1

A Direct Services line is included in the FY 2026-27 contract budget under the Contractor/Consultants section of the budget. This Direct Services line is to be used for payments for EI contracted direct services, and payment to subcontractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services, which include: Assistive Technology services; Audiology Services; Developmental Intervention Services; Health Services; Medical Services; Nursing Services; Nutrition Services; Occupational Therapy Services; Physical Therapy Services; Psychological Services; Sign Language and Cued Language Services; Social Emotional Services; Speech Language Pathology Services; Transportation Services; Vision Services; Co-pays; Interpreter Services; IFSP meetings; Teaming; and Assessments, which would include the activities related to redetermining eligibility at a child's annual IFSP review.

These funds support EI services to eligible infants, toddlers, and their families, which are provided in accordance with Section 27-10.5-701, C.R.S.; federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities; and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994.

The Contractor shall ensure compliance with the funding hierarchy and invoice against the contract only after all other funding sources have been utilized. The funding hierarchy is as follows: Private health insurance via the Early Intervention Services Trust (EIST); TRICARE, a military health system; Public health insurance via Medicaid/Title XIX or Home and Community Based Services (HCBS) waivers, and Child Health Plan Plus (CHP+); Other local, state, or federal funds, including mill levy funds, as may be made available; State General Fund early intervention services; and, Federal Part C of the Individuals with Disabilities Education Act funds.

Contracted direct services will be entered into the EI Data System, and invoicing will occur twice monthly on the 3rd and 18th of the month. The Contractor will receive both the monthly approved billing summaries to be included in the invoice submission for the contract. Invoices must be submitted no later than 30 days after the end of the previous month.

Medicaid requires that if a child has both private health insurance and is enrolled in Medicaid, the private health insurance must be accessed first. Eligible services may only be billed for children enrolled in Medicaid if evidence of a Medicaid denial exists or relevant Medicaid rules determine that the use of the primary insurance would not lead to a Medicaid reimbursement. Offsets must be included on the monthly invoice, or an explanation as to why they were not applied in the month invoiced shall be provided.



In order to continue exploring all possible resources available to the EI program, EI Brokers should be prepared to work with CDEC to explore options to increase the use of private insurance outside of the EIST, which could include participation in a facilitated work group, responding to data submission requests, or other activities determined necessary to complete an analysis of the feasibility of developing a statewide structure to centralize billing for providers.

To reduce the time between providing direct services and billing in the EI Data System, the Contractor shall work with the EI Program staff to ensure the transition of the billing of direct services into the EI Data System from the EI Broker to subcontracted providers entering service data directly into the Provider Portal no later than January 1, 2027.

Salary increases or increases to provider rates in FY 2026-27 are not allowed.

Period of Performance

July 1, 2026 - June 30, 2027

Where Services Will Be Performed

Colorado

Work Plan

Work Plan	
Outcomes, Benchmarks, and Milestones	
<p>Outcome Statement #1: The Early Intervention Program shall be implemented to ensure infants and toddlers with developmental delays and disabilities, and their families are provided service coordination and direct service provision to ensure a child makes developmental progress. Catchment area: Clear Creek, Gilpin, Jefferson, and Summit</p>	
Key Activity A1:	Fiscal Management



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-1: Review annual budget with the CDEC EI Program staff.	July 1, 2026 - June 30, 2027	Attend meetings with EI program staff to review the budget submitted to the state and how to document expenditures in alignment with budget categories.	Invoices submitted for payment each month shall appropriately be tied back to budget lines.	CFO Executive Director EI Coordinator	Administration
A1-2: Review budget midyear with CDEC EI Program staff.	December, 2026 - June 30, 2027	Attend meetings with EI program staff to review the budget mid-year to determine whether the budget remains in alignment with caseload needs.	Invoices submitted for payment each month shall appropriately be tied back to budget lines.	CFO Executive Director EI Coordinator	Administration
A1-3: Ensure timely submission of invoices.	July 1, 2026 - June 30, 2027	Invoices shall be submitted monthly with appropriate documentation, including timely reporting of offsets.	Invoice dates shall be within 30 days of the 1st of the following month and shall have appropriate documentation to ensure payment.	CFO Executive Director EI Coordinator	Administration
A1-4: Work with the CDEC to determine and finalize plans for subcontracted providers to submit billing through the EI Data System Provider Portal.	July 1, 2026 - January 1, 2027	Billing for the provision of IFSP direct services shall be entered directly by providers by January 1, 2027.	All subcontracted provider services are entered through the EI Data System Provider Portal.	EI Coordinator	Service Coordination Personnel



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-5: Notify the CDEC EI Program staff of any anticipated changes to the non-personnel budget Lines.	July 1, 2026 - June 30, 2027	CDEC EI program staff shall be notified of all anticipated changes to the non-personnel budget lines prior to the invoice, which would reflect these changes.	Approval shall be documented for any change to non-personnel lines. A budget amendment must be in place for any justifiable changes that exceed the 15% threshold for line modifications.	CFO Executive Director EI Coordinator	Administration Service Coordination Direct Services
A1-6: Notify the CDEC EI Program staff of any anticipated changes to the budget for personnel.	July 1, 2026 - June 30, 2027	CDEC EI Program staff shall be notified of all anticipated changes to personnel budget lines, and an amendment must be developed for changes exceeding the threshold for written approval. Salary increases are not allowed.	Where appropriate, written approval shall be documented for personnel changes. Where required, a budget amendment must be implemented prior to invoicing for those changes.	CFO Executive Director EI Coordinator	Administration Personnel



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
A1-7: In order to assist CDEC in responding to required JBC Requests for Information, any ad-hoc requests for data and/or financial information must be provided within a timeline determined by EI Program staff as requested.	July 1, 2026 - June 30, 2027	Data requested by CDEC EI Program staff will be provided by the CDEC determined timelines.	Statewide data will be available to respond to JBC RFI requirements.	Executive Director EI Coordinator Other staff as required	Personnel

Key Activity B1:	Data Collection
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
B1-1: Ensure all required Indicator data is entered into the EI Data System within 15 days after the activity occurs.	July 1, 2026 - June 30, 2027	All required data shall be entered into the EI data System by 15 days after the activity occurs.	Reports generated through the EI Data System shall show data entered within 15 days of the activity occurring. Quarterly indicator reports shall not show missing data.	EI Coordinator Data Entry Personnel	Personnel



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
<p>B1-2: Ensure that newly enrolled children have records created within 15 days of eligibility determination. Ensure that children who exit the program have their records closed within 15 days of exiting the program.</p>	<p>July 1, 2026 - June 20, 2027</p>	<p>Accurate data will be available to CDEC/EI program.</p>	<p>Monitoring of data system records will show that new and closed cases are updated within 15 days of entry or exit into the program.</p>	<p>EI Coordinator Data Entry Personnel</p>	<p>Personnel</p>
<p>B1-3: Ensure that service coordinators' information is accurate and current in the EI Data System.</p>	<p>July 1, 2026 - June 30, 2027</p>	<p>The EI Data System shall be updated any time a service coordinator changes or a service coordinator is no longer working.</p>	<p>The EI Data System shall show an accurate and current number of active service coordinators.</p>	<p>EI Coordinator Service Coordinators Data Entry Personnel</p>	<p>Personnel</p>
<p>B1-4: Ensure that subcontracted and employed direct service provider information is accurate and current in the EI Data System Provider Portal, including Medicaid ID.</p>	<p>July 1, 2026 - June 30, 2027</p>	<p>The EI Data System Provider Portal shall be updated any time subcontracted provider information changes or a provider ceases actively providing EI services.</p>	<p>Monitoring of the EI Data System shall show an accurate and current number of active providers as well as complete information including Medicaid.</p>	<p>EI Coordinator Subcontracted and employed providers. Data Entry Personnel</p>	<p>Personnel</p>



Key Activity C1:	Service Coordination
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-1: Ensure Procedural Safeguards.	July 1, 2026 - June 30, 2027	Comply with 8 CCR 1405-1.	On-site review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator	Service Coordination
C1-2: Ensure Dispute Resolution.	July 1, 2026 - June 30, 2027	Comply with 8 CCR 1405-1.	On-site review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator	Service Coordination
C1-3: Ensure that every eligible child has an IFSP developed within required timelines.	July 1, 2026 - June 30, 2027	Children found eligible for the EI program shall have an initial IFSP developed within 45 days of referral.	Indicator 7 Data reports generated from the EI Statewide Data System show IFSPs developed within 45 days of the referral date.	Service Coordinator EI Coordinator	Service Coordination
C1-4: Ensure the IFSP is reviewed at least every 6 months.	July 1, 2026 - June 30, 2027	Children who have had an IFSP for 6 months shall have a review.	Data reports generated from the EI Statewide Data System show IFSP reviews took place at least 6 months from the date of the initial or annual IFSP.	Service Coordinator EI Coordinator	Service Coordination



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-5: Ensure the annual IFSP is conducted one year from the previous IFSP date, which will include the annual redetermination of eligibility for the program.	July 1, 2026 - June 30, 2027	Following the CDEC determined process, children who have had an IFSP for one year shall have an annual review, which will include the determination of ongoing eligibility for the program.	Data reports generated from the EI Statewide Data System show that annual IFSPs took place not more than 1 year from the previous annual IFSP date and include a record of annual eligibility/ineligibility.	Service Coordinator EI Coordinator EI Direct Service Provider	Service Coordination
C1-6: Ensure that child outcomes measurements are conducted at entry and at exit.	July 1, 2026 - June 30, 2027	Entry and exit ratings shall be conducted for each child who has been in the EI program for at least 6 months.	Indicator 3 Data reports generated from the EI Statewide Data system shall show entry, annual, and exit ratings within each initial, annual, and transition IFSP for a child who has been in services for at least 6 months.	Service Coordinator EI Direct Service Provider EI Coordinator	Service Coordination Direct Services
C1-7: Ensure transition requirements are conducted within the required timelines for all children exiting the EI program.	July 1, 2026 - June 30, 2027	Transition activities shall be conducted in accordance with 8 CCR 1405-1 and with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education.	Data reports generated from the EI data system shall show that timelines are being met for children transitioning out of Part C services.	Service Coordinator EI Coordinator	Service Coordination



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-8: Ensure transition requirements are conducted within the required timelines for children potentially eligible for Part B.	July 1, 2026 - June 30, 2027	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education.	Data reports generated from the EI Statewide Data System shall show that timelines are being met for children transitioning out of Part C services.	Service Coordinator EI Coordinator	Service Coordination
C1-9: Ensure that the Extended Part C Option is made available to parents of children who meet the eligibility criteria.	July 1, 2026 - June 30, 2027	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education, including the Extended Part C Option.	Data reports generated from the EI data system shall show whether a parent whose child was eligible did or did not choose the Extended Part C Option.	Service Coordinator EI Coordinator	Service Coordination
C1-10: Ensure that the required contact information, including email address, is entered for each family enrolled in EI services.	July 1, 2026 - June 30, 2027	If available, each family with a child who exits the program shall receive a Family Outcomes Survey via email.	Indicator 4 - Data reports shall show email addresses for every family when available.	Service Coordinator EI Coordinator	Service Coordination



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
C1-11: Ensure families have access to the Family Outcomes Survey.	July 1, 2026 - June 30, 2027	Families shall receive a family outcomes Survey through other means when an email address is not available.	Indicator 4 - Survey responses shall increase.	Service Coordinator EI Coordinator	Service Coordination

Key Activity D1:	Direct Services
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-1: Ensure that EI services begin 28 days from the date the parent consents to services on the IFSP.	July 1, 2026 - June 30, 2027	Families shall be given options for services to begin within 28 days of written parent consent, including telehealth.	Data reports generated from the EI Statewide Data System show services documented on the IFSP began within 28 days of parent consent, or, if not, a reason was documented.	Service Coordinator EI Coordinator EI Direct Service Provider	Direct Services
D1-2: Ensure that EI services are provided in the child and family’s natural environment whenever possible, including the option for receiving services through telehealth.	July 1, 2026 - June 30, 2027	Children shall receive services in their natural environment within the context of their daily routines. Families of children eligible for the EI program shall be offered the option to receive services through telehealth.	Data reports generated from the EI Statewide Data System show services provided in the child’s natural environment. IFSPs reviewed show that the child’s services are conducted within the context of the family’s routines.	Service Coordinator EI Coordinator EI Direct Service Provider	Service Coordination Direct Services



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
D1-3: Ensure participation of direct service providers, service coordinators, and other relevant staff in activities and training to explore the implementation of teaming and a primary provider service delivery approach.	July 1, 2026 - June 30, 2027	Follow guidance and utilize resources provided to implement TEAM EI Colorado.	Data and monitoring will show adherence to the TEAM EI Colorado processes.	Service Coordinator EI Coordinator EI Direct Service Provider	Service Coordination Direct Services

Key Activity E1:	Referral and Intake
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
E1-1: Ensure that all expenses associated with referral and intake activities are recorded in the correct section of the budget and are not comingled with other sections of the budget.	July 1, 2026 - June 30, 2027	Budgets will correctly cost-allocate the provision of referral and intake activities.	Fiscal monitoring will show that costs are correctly applied to referral and intake activities.	EI Coordinator CFO Executive Director	Referral and Intake



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
E1-2: Establish a process for receiving and processing referrals through all accepted methods: calls, faxes, emails and online referrals.	July 1, 2026 - June 30, 2027	All referrals shall be processed in a timely manner.	A review of the data system or a desk audit shall show timely processing of referrals.	EI Coordinator Local Care Navigator Other staff	Referral and Intake
E1-3: Document attempts to contact using the EI Data System and upload case notes to provide a summary of activities and conversations.	July 1, 2026 - June 30, 2027	An intake service coordinator (local Care Navigator) shall be assigned within three (3) working days of referral. The family shall be contacted as soon as possible after being assigned to a local Care Navigator no longer than seven (7) days from the date of the referral.	A review of the child's record in the Salesforce data system shall show that a family was contacted within seven (7) days of the referral, and supporting documentation has been uploaded.	EI Coordinator Local Care Navigator	Referral and Intake



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
E1-4: Enter referrals in the EI Data System.	July 1, 2026 - June 30, 2027	All referrals received for children under the age of three (3), and more than 45 days before their third birthday, shall be entered in the EI Salesforce data system following the guidelines for data processing outlined in the EI Data System User Guide. The original referral shall be uploaded when faxed or emailed along with other relevant referral documents.	A review of the data system shall show that all children referred are entered appropriately in the data system.	EI Coordinator Local Care Navigator Other staff as applicable	Referral and Intake
E1-5: Conduct intake activities utilizing the EI Colorado Care Navigator Script and Process document.	July 1, 2026 - June 30, 2027	Families shall have the same experience regardless of whether they have an EI Colorado Care Navigator or a local Care Navigator.	The online intake questionnaire shall be used for every referral.	EI Coordinator Local Care Navigator	Referral and Intake
E1-6: Schedule evaluations using the EI Data System scheduling system.	July 1, 2026 - June 30, 2027	Evaluation appointments shall be scheduled using the EI Data System scheduling system.	Evaluations shall be scheduled, and automated activities shall occur through the data system as designed.	EI Coordinator Local Care Navigator	Referral and Intake



Exhibit A - Amendment #4

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
E1-7: After the evaluation has been conducted, review the evaluation record to ensure completeness, contacting the evaluation entity as needed.	July 1, 2026 - June 30, 2027	Evaluation records shall be complete and accurate.	A review of evaluation records in the data system or through a desk audit shall show complete and accurate evaluation information.	EI Coordinator Local Care Navigator	Referral and Intake
E1-8: For eligible children, move the referral case forward to the local EI Broker within 5 business days.	July 1, 2026 - June 30, 2027	Children found eligible shall be moved forward for IFSP development within 5 business days.	A review of the data system shall show the referral case moved into an open case 5 business days from evaluation.	EI Coordinator Local Care Navigator	Referral and Intake
E1-9: Evaluation results shall be sent to all families, including those whose child did not qualify.	July 1, 2026 - June 30, 2027	Children who do not qualify shall have their results sent to the family.	A review of the data system or desk audit shall show contact notes confirming that the results of the evaluation were sent to the family.	Local Care Navigator	Referral and Intake



Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible	Budget Category
E1-10: Referral Status Update form shall be completed and sent to referral sources with parents' consent when needed. The RSU and authorization to release information form should be uploaded to the child's referral case in the data system.	July 1, 2026 - June 30, 2027	Referral sources shall receive status updates.	A review of the referral case shall show an RSU and consent to release information uploaded, where applicable.	EI Coordinator Local Care Navigator	Referral and Intake

Schedule/Milestones

The EI Broker shall provide early intervention services to all eligible infants and toddlers referred between July 1, 2026 - June 30, 2027.

Acceptance Criteria

The acceptance of all deliverables shall reside with the CDEC, Early Intervention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval or reply to the vendor, in writing, advising what tasks must still be accomplished.

**Colorado Department of Early Childhood (CDEC)
BUDGET WITH JUSTIFICATION FORM**



Contractor Name	Developmental Disabilities Resource Center
Budget Period	July 1, 2026 - June 30, 2027
Project Name	Early Intervention Colorado
Counties Served	Jefferson, Clear Creek, Summit, Gilpin
Funded Caseload	1200
Abbreviations	Definition
CDEC	Colorado Department of Early Childhood
EI	Early Intervention Colorado
FAMLI	Family and Medical Leave Insurance
DDRC	Developmental Disabilities Resource Center
FT	Full-Time
FTE	Full-Time Equivalent
MTDC	Modified Total Direct Costs
LTD	Long Term Disability
GAAP	Generally Accepted Accounting Principles
FAMLI	Family Medical Leave
IRS	Internal Revenue Service
IFSP	Individual Family Services Plan
LPC	Licensed Professional Counselor
EC	Early Childhood
CDE	Colorado Department of Education
CCC	Certificate of Clinical Competence
BS	Bachelors of Science
BCBA	Board Certified Behavior Analyst
ECSE	Early Childhood Special Education
HVAC	Heating, Ventilation, and Air Conditioning
INS	Insurance

Expenditure Categories								
Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Administration								
No costs shall be reimbursed by CDEC for this category					\$0.00	\$0.00	0.00000%	\$0.00
Sub-Total Administration (including fringe benefits)								\$0.00
Revenue Offset - Targeted Case Management (TCM)								\$0.00
Revenue Offset - Early Intervention Services Trust (EIST)								\$0.00
Revenue Offset - Public Insurance								\$0.00
Revenue Offset - Other Funding Sources								\$0.00
Total CDEC Funding (EI)								\$0.00

Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Service Coordination								
Assistant Director of Service Coordination	Oversees administration of Early Intervention Service Coordination including, overall supervision and quality of service coordination.	Health, Dental, Retirement, Work Comp, Life Ins, Long-term Disability (LTD) Ins, Vision, Family Medical Leave (FAMLI), Payroll Taxes	FT	36.00	\$96,500.04	\$37,635.02	100.00000%	\$134,135.06
Administrative Assistant	Performs a variety of administrative tasks as outlined in request	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLI, Payroll Taxes	FT	36.00	\$40,266.72	\$15,704.02	100.00000%	\$55,970.74
Service Coordinator Supervisor 1	Provides support, supervision and technical assistance to Service Coordinators assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing service coordination support and training to Service Coordinators. A primary function of this position will be to cover caseloads. When caseload coverage is not needed, this position will provide technical assistance and training to Service Coordinators to Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of Individual Family Services Plan (IFSP).	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLI, Payroll Taxes	FT	36.00	\$71,004.00	\$27,691.56	100.00000%	\$98,695.56
Service Coordinator Supervisor 2	Provides support, supervision and technical assistance to Service Coordinators assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing service coordination support and training to Service Coordinators. A primary function of this position will be to cover caseloads. When caseload coverage is not needed, this position will provide technical assistance and training to Service Coordinators to Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLI, Payroll Taxes	FT	36.00	\$83,172.00	\$32,437.08	100.00000%	\$115,609.08
Service Coordinator Supervisor 3	Provides support, supervision and technical assistance to Service Coordinators assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing service coordination support and training to Service Coordinators. A primary function of this position will be to cover caseloads. When caseload coverage is not needed, this position will provide technical assistance and training to Service Coordinators to Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLI, Payroll Taxes	FT	36.00	\$79,770.00	\$31,110.30	100.00000%	\$110,880.30

Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Service Coordination								
Service Coordinator Supervisor 4	Provides support, supervision and technical assistance to Service Coordinators assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing service coordination support and training to Service Coordinators. A primary function of this position will be to cover caseloads. When caseload coverage is not needed, this position will provide technical assistance and training to Service Coordinators to Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$71,004.00	\$27,691.56	100.00000%	\$98,695.56
Service Coordinator #1	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$47,193.12	\$18,405.32	100.00000%	\$65,598.44
Service Coordinator #2	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$49,570.56	\$19,332.52	100.00000%	\$68,903.08
Service Coordinator #3	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$48,353.76	\$18,857.97	100.00000%	\$67,211.73
Service Coordinator #4	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$49,027.68	\$19,120.80	100.00000%	\$68,148.48
Service Coordinator #5	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$43,524.00	\$16,974.36	100.00000%	\$60,498.36
Service Coordinator #6	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$46,126.08	\$17,989.17	100.00000%	\$64,115.25
Service Coordinator #7	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$44,928.00	\$17,521.92	100.00000%	\$62,449.92
Service Coordinator #8	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$46,406.88	\$18,098.68	100.00000%	\$64,505.56
Service Coordinator #9	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$46,706.40	\$18,215.50	100.00000%	\$64,921.90
Service Coordinator #10	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$47,099.52	\$18,368.81	100.00000%	\$65,468.33
Service Coordinator #11	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$47,923.20	\$18,690.05	100.00000%	\$66,613.25
Service Coordinator #12	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$48,147.84	\$18,777.66	100.00000%	\$66,925.50
Service Coordinator #13	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$47,268.00	\$18,434.52	100.00000%	\$65,702.52
Service Coordinator #14	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$48,653.28	\$18,974.78	100.00000%	\$67,628.06
Service Coordinator #15	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$49,832.64	\$19,434.73	100.00000%	\$69,267.37

Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Service Coordination								
Service Coordinator #16	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$65,894.40	\$25,698.82	100.00000%	\$91,593.22
Service Coordinator #17	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$46,144.80	\$17,996.47	100.00000%	\$64,141.27
Service Coordinator #18	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$45,704.88	\$17,824.90	100.00000%	\$63,529.78
Service Coordinator #19	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$45,704.88	\$17,824.90	100.00000%	\$63,529.78
Service Coordinator #20	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$53,534.00	\$20,878.26	100.00000%	\$74,412.26
Service Coordinator #21 (Summit)	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$56,347.20	\$21,975.41	100.00000%	\$78,322.61
Service Coordinator #22 - Bi-Lingual (Mountain)	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$58,743.36	\$22,909.91	100.00000%	\$81,653.27
Service Coordinator #23 - Bi-lingual	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$53,295.84	\$20,785.38	100.00000%	\$74,081.22
Service Coordinator #24 - Bi-lingual	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$56,197.44	\$21,917.00	100.00000%	\$78,114.44
Service Coordinator #25 - Bi-lingual	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$47,923.20	\$18,690.03	100.00000%	\$66,613.23
Sub-Total Service Coordination (including fringe benefits)								\$2,337,935.13
Revenue Offset - Targeted Case Management (TCM)								\$398,000.00
Revenue Offset - Early Intervention Services Trust (EIST)								\$224,000.00
Revenue Offset - Public Insurance								\$0.00
Revenue Offset - Other Funding Sources								\$0.00
Total CDEC Funding (EI)								\$1,715,935.13

Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Direct Services								
Early Intervention Director	The Director of Early Intervention coordinates the efforts of the entire EI team. This includes hiring/firing, supervising, leading and motivating the EI team through a collaborative model. The position is responsible for overall program direction and coordination with cooperating agencies.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$139,041.84	\$54,226.32	100.00000%	\$193,268.16
Early Intervention Assistant Director	The Assistant Director provides support to the Director and the entire EI program. This includes filling in for the Director when appropriate, participating in the hiring/disciplinary process, supervising EI staff, leading and motivating the EI Team through a collaborative model. This position also works closely with the Children and Family Services/Resource Coordinators, managers/directors from other departments, members of the State EI Team and other community partners. The Assistant Director is responsible for ensuring the EI Program is following all Part C and EI State rules and regulations, managing funding for direct services, managing contractor pool, Child and Family outcomes, ongoing data management and related EI indicators.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$117,294.84	\$45,744.99	100.00000%	\$163,039.83
Program Manager	This position provides support to the Early Intervention Director and Assistant Director for program management, staff performance and monitoring, implementation and carry out of divisions and organization short and long-term goals. Works with families and stakeholders to address concerns not able to be resolved at provider level. Monitors and assists with day-to-day activity of the division and support to staff and contractors. Manages contracts and IC relationships.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$85,424.88	\$33,315.70	100.00000%	\$118,740.58
Administrative Assistant #1	This position will provide support to the Director, Assistant Director, and Early Intervention Team regarding the daily office duties within the department.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$41,427.36	\$16,156.67	100.00000%	\$57,584.03
Administrative Assistant #2	This position will provide support to the Director, Assistant Director, and Early Intervention Team regarding the daily office duties within the department.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$40,360.32	\$15,740.52	100.00000%	\$56,100.84
Billing Coordinator Supervisor	This position will supervise the daily office duties within the department, oversee the Billing Coordinators and ensure they are gathering all the data essential to submit to the Finance department for billing.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$57,781.29	\$22,534.70	100.00000%	\$80,315.99
EI Billing Coordinator #1	This position will provide support to the Director, Assistant Director, and Early Intervention Team regarding the daily office duties within the department including gathering all the data essential to submit to the Finance department for billing.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$45,941.88	\$17,917.33	100.00000%	\$63,859.21
EI Billing Coordinator #2	This position will provide support to the Director, Assistant Director, and Early Intervention Team regarding the daily office duties within the department including gathering all the data essential to submit to the Finance department for billing.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$54,619.75	\$21,301.70	100.00000%	\$75,921.45
Supervisor- Speech Language Pathology Therapist (SLP) #1	This position will provide early intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. This position will also provide support, mentorship, training, tech support and leadership to the Early Intervention Team, along with community outreach and other special projects as assigned by the EI Director and Assistant Director. Provides support, supervision and technical assistance to therapists assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing direct support and training to therapists.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$100,082.04	\$39,032.00	100.00000%	\$139,114.04
Supervisor-Physical Therapist (PT) #2	This position will provide early intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. This position will also provide support, mentorship, training, tech support and leadership to the Early Intervention Team, along with community outreach and other special projects as assigned by the EI Director and Assistant Director. Provides support, supervision and technical assistance to therapists assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing direct support and training to therapists.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$98,868.00	\$38,558.52	100.00000%	\$137,426.52
Supervisor-Developmental Intervention Therapist (DI) #3	This position will provide early intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. This position will also provide support, mentorship, training, tech support and leadership to the Early Intervention Team, along with community outreach and other special projects as assigned by the EI Director and Assistant Director. Provides support, supervision and technical assistance to therapists assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing direct support and training to therapists.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$103,534.08	\$40,378.29	100.00000%	\$143,912.37

Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Direct Services								
Supervisor--Occupational Therapist (OT) #4	This position will provide early intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. This position will also provide support, mentorship, training, tech support and leadership to the Early Intervention Team, along with community outreach and other special projects as assigned by the EI Director and Assistant Director. Provides support, supervision and technical assistance to therapists assigned to their team to assure the delivery of quality services for children birth through 2 with a developmental delay or disability. Responsible for providing direct support and training to therapists.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$93,203.04	\$36,349.19	100.00000%	\$129,552.23
Early Childhood Special Education Teacher for (DI) #1	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Master's Degree and registration in or endorsement in Early Childhood Special Education with CDE Licensure.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$80,064.60	\$31,225.19	100.00000%	\$111,289.79
Early Childhood Special Education Teacher for (DI) #2	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Master's Degree and registration in or endorsement in Early Childhood Special Education with CDE Licensure.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$84,695.28	\$33,031.16	100.00000%	\$117,726.44
Social Emotional Therapist/DI #1	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. MSW with licensure, LPC with masters/ license and early childhood mental health experience, BCBA with masters/ certification, ECSE with license or endorsement or EC Mental Health specialists with masters/ license. Birth to three experience required.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$84,125.04	\$32,808.77	100.00000%	\$116,933.81
Social Emotional Therapist #2	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. MSW with licensure, LPC with masters/ license and early childhood mental health experience, BCBA with masters/ certification, ECSE with license or endorsement or EC Mental Health specialists with masters/ license. Birth to three experience required.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$92,927.28	\$36,241.64	100.00000%	\$129,168.92
Speech-language pathologist #1	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$88,674.00	\$34,582.86	100.00000%	\$123,256.86
Speech-language pathologist #2	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$86,299.20	\$33,656.69	100.00000%	\$119,955.89
Speech-language pathologist #3	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$85,324.32	\$33,276.48	100.00000%	\$118,600.80
Speech-language pathologist #4	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$82,303.80	\$32,098.48	100.00000%	\$114,402.28
Speech-language pathologist #5	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$84,098.16	\$32,798.28	100.00000%	\$116,896.44
Speech-language pathologist #6	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$86,250.00	\$33,637.50	100.00000%	\$119,887.50
Speech-language pathologist #7	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$81,760.56	\$31,886.62	100.00000%	\$113,647.18
Speech-language pathologist #8	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$81,431.52	\$31,758.29	100.00000%	\$113,189.81
Speech-language pathologist #9	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$77,063.40	\$30,054.73	100.00000%	\$107,118.13
Speech-language pathologist #10	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$82,922.52	\$32,339.78	100.00000%	\$115,262.30

Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Direct Services								
Speech-language pathologist #11	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$61,237.50	\$23,882.63	100.00000%	\$85,120.13
Speech-language pathologist #12	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Speech-Language Pathologist: Master's in Speech-Language Pathology, CCCs and Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$61,237.50	\$23,882.63	100.00000%	\$85,120.13
Occupational Therapist #1	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Occupational Therapist: BS in Occupational Therapy, Master's in Occupational Therapy preferred. Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$92,713.80	\$36,158.38	100.00000%	\$128,872.18
Occupational Therapist #2	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Occupational Therapist: BS in Occupational Therapy, Master's in Occupational Therapy preferred. Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$86,712.72	\$33,817.96	100.00000%	\$120,530.68
Occupational Therapist #3	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Occupational Therapist: BS in Occupational Therapy, Master's in Occupational Therapy preferred. Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$86,299.20	\$33,656.69	100.00000%	\$119,955.89
Occupational Therapist #4	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. Occupational Therapist: BS in Occupational Therapy, Master's in Occupational Therapy preferred. Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$80,580.96	\$31,426.57	100.00000%	\$112,007.53
Physical Therapist #1	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. BS in Physical Therapy, Master's in Physical Therapy preferred. Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$83,243.88	\$32,465.11	100.00000%	\$115,708.99
Physical Therapist #2	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. BS in Physical Therapy, Master's in Physical Therapy preferred. Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$97,772.28	\$38,131.19	100.00000%	\$135,903.47
Physical Therapist #3	This position will provide intervention services to children and families in the EI program using the trans-disciplinary/primary service provider model. BS in Physical Therapy, Master's in Physical Therapy preferred. Colorado license.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$81,931.32	\$31,953.22	100.00000%	\$113,884.54
Sub-Total Direct Services (including fringe benefits)								\$4,013,274.94
Revenue Offset - Targeted Case Management (TCM)								\$0.00
Revenue Offset - Early Intervention Services Trust (EIST)								\$673,000.00
Revenue Offset - Public Insurance								\$115,000.00
Revenue Offset - Other Funding Sources								\$0.00
Total CDEC Funding (EI)								\$3,225,274.94
Personnel Services - Salaried Employees								
Position Title	Description of Work	Fringe Benefits	FTE Status	Hours Worked Per Week	Gross Annual Salary	Fringe Cost	Percent of Time on Project	Total From All Funding Sources
Intake and Referral Employees								
Senior EI Intake Service Coordinator	Responsible for providing short-term service coordination support and training to CFS EI Intake Service Coordinators (SC). The Senior EI Intake SC provides caseload coverage when EI Intake SCs are on vacation, on extended leave, or there is a vacancy. This position also assists with onboarding and training of day-to-day functions of EI Intake Service Coordination as needed.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$59,567.04	\$23,231.15	100.00000%	\$82,798.19
EI Intake Service Coordinator #1	The EI Intake SC position is responsible for conducting the initial intake and service coordination for children birth to three years old referred for an Early Intervention evaluation. This includes receiving, assessing, and scheduling those children referred for evaluation, as well as reviewing and referring families to available services and supports following completion of the evaluation. The EI Intake SC coordinates the transition to ongoing service coordination for infants and toddlers with significant developmental delays, and their families, who are interested in accessing early intervention services.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$44,890.56	\$17,507.32	100.00000%	\$62,397.88
EI Intake Service Coordinator #3	The EI Intake SC position is responsible for conducting the initial intake and service coordination for children birth to three years old referred for an Early Intervention evaluation. This includes receiving, assessing, and scheduling those children referred for evaluation, as well as reviewing and referring families to available services and supports following completion of the evaluation. The EI Intake SC coordinates the transition to ongoing service coordination for infants and toddlers with significant developmental delays, and their families, who are interested in accessing early intervention services.	Health, Dental, Retirement, Work Comp, Life Ins, LTD Ins, Vision, FAMLi, Payroll Taxes	FT	36.00	\$56,721.60	\$22,121.42	100.00000%	\$78,843.02
Sub-Total Intake and Referral Employees (including fringe benefits)								\$224,039.09
Revenue Offset - Targeted Case Management (TCM)								\$0.00
Revenue Offset - Early Intervention Services Trust (EIST)								\$0.00
Revenue Offset - Public Insurance								\$0.00
Revenue Offset - Other Funding Sources								\$0.00
Total CDEC Funding (EI)								\$224,039.09

Personnel Services Funding Summary					
Total Personnel Services (including fringe benefits)					\$6,575,249.16
Revenue Offset - Targeted Case Management (TCM)					\$398,000.00
Revenue Offset - Early Intervention Services Trust (EIST)					\$897,000.00
Revenue Offset - Public Insurance					\$115,000.00
Revenue Offset - Other Funding Sources					\$0.00
Total CDEC Funding (EI)					\$5,165,249.16
Contractors/Consultants (payments to third parties or entities)					
Item	Description of Item	Allowable in MTDC Calculation	Unallowable in MTDC Calculation	Total CDEC Funding (EI)	
Direct Services	Services Description: Contracted Direct Service costs paid to subcontracted providers and billed through the EI Data System. This amount is not allowable in the Modified Total Direct Costs (MTDC) calculation, which means no indirect will be paid on these funds.	\$0.00	\$1,976,180.00	\$1,976,180.00	
Total Contractors/Consultants		\$0.00	\$1,976,180.00	\$1,976,180.00	
Travel					
Item	Description of Item				Total CDEC Funding (EI)
Administration					
No costs shall be reimbursed by CDEC for this category					\$0.00
Service Coordination					
Mileage	Mileage costs for off site meetings or training associated with the EI program not to exceed the Federal mileage rate listed at https://www.gsa.gov/travel-resources * Any out of state travel costs must be pre-approved by CDEC. DDRC pays staff the Internal Revenue Service (IRS) approved standard. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.				\$15,000.00
Direct Services					
Mileage	Mileage costs for off site meetings or training associated with the EI program not to exceed the Federal mileage rate listed at https://www.gsa.gov/travel-resources * Any out of state travel costs must be pre-approved by CDEC. DDRC pays staff the IRS approved standard. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.				\$87,300.00
Intake and Referral					
				Total Travel	\$102,300.00
Supplies & Operating Expenses					
Name	Description of Item				Total CDEC Funding (EI)
Administration					
No costs shall be reimbursed by CDEC for this category					\$0.00
Subtotal					\$0.00
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)					
Item	Description of Item				Total CDEC Funding (EI)
No costs shall be reimbursed by CDEC for this category					\$0.00
Subtotal Items removed from MTDC					\$0.00
Subtotal for Administration Supplies & Operating					\$0.00
Service Coordination					
Training & Conferences	Training & Conference expenses are for the EI Service Coordination department to attend external trainings and conferences. These expenses are specifically identified to the department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.				\$15,273.00
Computer EI SC Program Costs	Computer Maintenance Costs include DDRC's internal EI and service coordination software and other normal business operation software including training software, password software, video conferencing software and email archiving/secure messaging system. DDRC's internal case management software is charged based on an allocation by the number of users. The other business operations software is allocated based on the number of employees. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.				\$62,080.00
Advertising	The cost associated with advertising for staff vacancies and turnover directly in EI Service Coordination. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.				\$10,000.00
Data Processing	Data Processing is Payroll processing costs. These costs are allocated to all departments within DDRC based on the number of employees paid in a particular department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.				\$14,000.00
Insurance	Insurance expense includes property coverage for the DDRC building and are allocated by occupancy square footage for each program/department. For other types of insurance including the professional and umbrella coverage these are allocated based on the numbers of employees in a particular program/department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.				\$27,612.00

Service Coordination			
Supplies	Supplies expense includes both office supplies and program supplies and are specifically identified and charged to each department as incurred. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$6,100.00
Repairs and Maintenance	Repairs and Maintenance expenses are for general repairs and maintenance of the DDRC building. If there is a repair or maintenance expense directly associated with a department it is specifically identified and charged accordingly. General repairs and maintenance to the DDRC building are allocated by occupancy square footage for each program/department. Examples would include snow removal, lawn maintenance, janitorial supplies, HVAC, fire alarm monitoring, elevator maintenance. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$8,031.00
Telephone	Telephone expense includes cell phones specifically identified for the EI Service Coordination department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$20,556.00
Depreciation	Depreciation is allocated by occupancy square footage for each program/department. Depreciation expense is for the DDRC building. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$13,295.00
Utilities	Utility expense includes electricity, gas, water, sewer and trash removal for the DDRC building. Utilities are allocated by occupancy square footage for each program/department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$9,072.00
Meetings/Staff Appreciation	Costs specifically for EI service coordination meeting and staff appreciation. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$6,000.00
Other Professional Services	Professional services including language interpreter services for EI Service coordination and are specifically identified to the department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$35,000.00
Subtotal			\$227,019.00
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)			
Item	Description of Item		Total CDEC Funding (EI)
	No costs shall be reimbursed by CDEC for this category		\$0.00
Subtotal Items removed from MTDC			\$0.00
Subtotal for Service Coordination Supplies & Operating			\$227,019.00
Direct Services			
Dues, Subscriptions, Publications, Certifications	Dues, Subscriptions, Publications, Certifications are for various departmental dues or publications relating to the EI services rendered. These expenses are specifically identified to the department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$5,000.00
Training & Conferences	Training & Conference expenses are for the EI department to attend external trainings and conferences. These expenses are specifically identified to the department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$49,380.00
Other Professional Services	Professional contract services that support departmental operations. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$58,056.00
Advertising	The cost associated with advertising for staff vacancies and turnover directly in EI Direct Services. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$7,500.00
Data Processing	Data Processing is Payroll processing costs. These costs are allocated to all departments within DDRC based on the number of employees paid in a particular department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$15,000.00
Insurance	Insurance expense includes property coverage for the DDRC building and are allocated by occupancy square footage for each program/department. For other types of insurance including the professional and umbrella coverage these are allocated based on the numbers of employees in a particular program/department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.		\$28,740.00

Direct Services		
Repairs and Maintenance	Repairs and Maintenance expenses are for general repairs and maintenance of the DDRC building. If there is a repair or maintenance expense directly associated with a department it is specifically identified and charged accordingly. General repairs and maintenance to the DDRC building are allocated by occupancy square footage for each program/department. Examples would include snow removal, lawn maintenance, janitorial supplies, HVAC, fire alarm monitoring, elevator maintenance. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.	\$17,260.00
Meetings/Staff Appreciation	Costs specifically for EI service coordination meeting and staff appreciation. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.	\$8,110.00
Depreciation	Depreciation is allocated by occupancy square footage for each program/department. Depreciation expense is for the DDRC building. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.	\$17,866.00
Utilities	Utility expense includes electricity, gas, water, sewer and trash removal for the DDRC building. Utilities are allocated by occupancy square footage for each program/department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.	\$9,000.00
Supplies	Supplies expense includes both office supplies and program supplies and are specifically identified and charged to each department as incurred. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.	\$7,100.00
Telephone	Telephone expense includes cell phones specifically identified for the EI department. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.	\$20,172.00
Computer EI Therapies Program Costs	Computer Maintenance Costs include DDRC's EI software and other specifically identified computer software and hardware costs for EI Direct Services. All costs are accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and audited accordingly and presented in the audited financial statements as such.	\$61,186.00
Subtotal		\$304,370.00
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC Funding (EI)
	No costs shall be reimbursed by CDEC for this category	\$0.00
Subtotal Items removed from MTDC		\$0.00
Subtotal for Direct Services Supplies & Operating		\$304,370.00
Intake and Referral		
	No costs shall be reimbursed by CDEC for this category	\$0.00
Subtotal		\$0.00
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC Funding (EI)
	No costs shall be reimbursed by CDEC for this category	\$0.00
Subtotal Items removed from MTDC		\$0.00
Subtotal for Intake and Referral Supplies & Operating		\$0.00
Total Supplies & Operating		\$531,389.00
Total Direct Costs Funding Summary		
TOTAL DIRECT COSTS		\$9,185,118.16
Revenue Offset - Targeted Case Management (TCM)		\$398,000.00
Revenue Offset - Early Intervention Services Trust (EIST)		\$897,000.00
Revenue Offset - Public Insurance		\$115,000.00
Revenue Offset - Other Funding Sources		\$0.00
Total CDEC Funding (EI)		\$7,775,118.16
Modified Total Direct Costs Funding Summary		
MODIFIED TOTAL DIRECT COSTS (MTDC)		MODIFIED TOTAL DIRECT COSTS (MTDC).
Uniform Guidance - 2 Code of Federal Regulations 200.1 (2 CFR 200.1) "Modified Total Direct Cost (MTDC)"- means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.		\$7,208,938.16

Revenue Offset - Targeted Case Management (TCM)		\$398,000.00
Revenue Offset - Early Intervention Services Trust (EIST)		\$897,000.00
Revenue Offset - Public Insurance		\$115,000.00
Revenue Offset - Other Funding Sources		\$0.00
Total CDEC Funding (EI)		\$5,798,938.16
Indirect Costs		
[not to exceed 15% unless Negotiated Federal Indirect Cost rate or		
Item	Description of Item	Indirect Rate
Indirect Rate	De minimis rate	15%
		Total Indirect
		\$869,840.72
Total Contract Funding Summary		TOTAL
		\$10,054,958.88
Revenue Offset - Targeted Case Management (TCM)		\$398,000.00
Revenue Offset - Early Intervention Services Trust (EIST)		\$897,000.00
Revenue Offset - Public Insurance		\$115,000.00
Revenue Offset - Other Funding Sources		\$0.00
Total CDEC Funding (EI)		\$8,644,958.88



Additional Provisions

ABBREVIATIONS

- C.R.S. - Colorado Revised Statutes
- CDEC - Colorado Department of Early Childhood
- CDHS - Colorado Department of Human Services
- CFR - Code of Federal Regulations
- EIST - Early Intervention Services Trust
- FAR - Federal Acquisition Regulation
- GAAP - Generally Accepted Accounting Principles
- GAE - General Accounting Encumbrance
- GSA - Federal General Services Administration
- OIT - Governor's Office of Information Technology
- SAM.gov - System for Award Management
- SOW - Statement of Work
- U.S.C. - United States Code
- WCAG - Web Content Accessibility Guidelines

1. SERVICE PROVISIONS

- A. The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as EXHIBIT A. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the SOW, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the SOW. Any significant changes to the SOW require an amendment to the contract.

2. GOALS AND OBJECTIVES

- A. The Contractor shall be responsible for the achievement of any goals and objectives as specified within the SOW (EXHIBIT A) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

- A. The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

- A. In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory



compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (EXHIBIT B), of this contract.

- B.** The Contractor shall comply with Uniform Guidance in 2 CFR Part 200.
- C.** The Contractor shall submit requests for payment to the [OnBase Invoice Submission Process](#) no less than monthly on forms prescribed and provided by the State.
- i.** Link to [Frequently Asked Questions](#) about the OnBase Invoice Submission Process.
 - ii.** Link to [Vendor Invoice Guidance](#)
 - a)** Under this Contract, the Vendor shall submit their invoices by selecting EI - Early Intervention.
 - iii.** For technical issues please contact the OnBase Administrator at CDEC_OnBase_Admin@state.co.us.
 - iv.** For invoice issues, including but not limited to questions about which program to select or program manager emails to enter, please contact CDEC_Invoicing@state.co.us.
- D.** Payment shall be made on a cost reimbursement basis for services rendered.
- E.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- F.** IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC at least 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- G.** Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month.
- End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to [OnBase Invoice Submission Process](#). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- H.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.



- I. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts and includes without limitation requirements of the GAAP issued by the American Institute of Certified Public Accountants, and applicable sections of the C.R.S.
- J. At no time shall CDEC have the expectation that services be delivered without reimbursement.
- K. The Contractor shall maintain source documentation to support all payments requested pursuant to this contract. Source documentation shall include, but is not limited to, evidence of billing and denial by Medicaid and private insurance via the EIST, in accordance with the Early Intervention funding hierarchy and 34 CFR 303.510 (Payor of Last Resort). Contracted direct services will be entered into the EI Data system. The Contractor shall provide such documentation to the State upon request, within a reasonable timeframe as specified by the State, not to exceed ten (10) business days unless otherwise agreed.
- L. The State shall review monthly invoices throughout the fiscal year. If, after two consecutive months, and at recurring two-month intervals thereafter, the State determines that the Contractor is not utilizing a reasonable portion of the funding allocated for that period—as demonstrated by underutilization without justification—the State may initiate a proportional reduction to the contract budget via Option Letter. The reduction shall align with the unused amount for the corresponding period and shall not reduce the approved rate of pay for services. The Contractor shall receive prior written notification and may submit a revised budget for approval within 30 calendar days of the Option Letter issuance.

5. PARTICIPATION

- A. The Contractor representative(s) is required to participate in any CDEC sponsored meetings related to this contract.

6. SUPPLANTING

- A. Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

- A. Contractor may request in writing adjustments to the direct costs in the current year budget (EXHIBIT B) not to exceed 15% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 15%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment or option letter. No adjustments to the



Indirect Costs portion of the budget are allowable without a formal amendment or option letter.

- B.** Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment or option letter to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment or option letter. Any change to personnel, including revisions to allow payments for personnel covering vacancies, requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

C. OPTION LETTER

- i.** Option Letter to modify existing State Contract Rates as listed in the executed Contract as follows:
- a) The State, at its discretion, shall have the option to revise the budget over 15% to correct typographical errors; add or remove lines within the budget; increase gross or annual salary of positions listed under Personnel; revisions to personnel; changes between lines of the budget that exceed 15%; and changes to negotiated indirect rates through an Option Letter. In order to exercise this option, the State shall obtain an email agreeing to the changes and follow up with written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.
 - b) The Option Letter shall not be allowed for changes in the SOW.

8. TRAVEL

- A.** Travel costs must be listed in Exhibit B - Budget under travel including airfare, hotel, mileage and per diem costs.
- B.** Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- C.** Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- D.** Hotel rates cannot exceed any rate established for conference attendance.
- E.** Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. CRITICAL INCIDENT REPORTING



- A. Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the CDEC, the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff’s employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. Prior to requesting access to the GAE, a Contractor must first adhere to section 7. Budget changes provision of up to 15%.
- B. If there is a need for an amendment to increase Direct Services funding, and it appears the Direct Services line will be overspent beyond the Budget changes provision of 15%, prior to the amendment being executed, the EI program staff will work with the EI Broker to access funding through the GAE.
- C. Until 11.A. has been fully exhausted, the GAE associated with this contract cannot be utilized. Only when 11.A. has been fully fulfilled may requests for reimbursement from the GAE for the services listed in 11.D. occur.
- D. Payment for Early Intervention Direct Services to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services that include:

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> ● Assistive Technology services; ● Audiology Services; ● Developmental Intervention Services; ● Health Services; ● Medical Services; ● Nursing Services; ● Nutrition Services; ● Occupational Therapy Services; | <ul style="list-style-type: none"> ● Physical Therapy Services; ● Psychological Services; ● Service Coordination; ● Sign Language and Cued Language Services; ● Social Emotional Services; ● Speech Language Pathology Services; ● Transportation Services; | <ul style="list-style-type: none"> ● Vision Services; ● Evaluations; ● Co-pays; ● No-shows; ● Provider travel; ● Interpreter Services; ● IFSP meetings; ● Salaries and benefits for Direct Services ● Salaries and benefits for Service Coordination; |
|--|--|--|



- Teaming;
- Assessments;
- Telehealth

These funds support early intervention services to eligible infants, toddlers, and their families which are provided in accordance with Section 27-10.5-701, C.R.S.; federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities; and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994.

- a. Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
 - i. Payment for Early Intervention Direct Services to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services.
 - ii. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
 - iii. In order to receive reimbursement for any Direct Services, Contractor shall submit a request for anticipated expenses into the data system for pre-approval. The request shall be made and approval received 30 days prior to the delivery of services.
 - iv. Contractor shall not bill costs related to the Contract Budget (**Exhibit B**) to the GAE.
 - v. Invoices shall be submitted separately for pre-approved Early Intervention Direct Services expenditures.
 1. The Contractor shall submit requests for payment through the [OnBase Invoice Submission Process](#).

12. INSURANCE

A. CYBER/NETWORK SECURITY AND PRIVACY LIABILITY (ADDED TO VERSION 07.2022 PAGE 15 SECTION 10(M))

- i. Notwithstanding any language to the contrary contained within this Agreement, Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - a) \$1,000,000 each occurrence; and
 - b) \$2,000,000 general aggregate.



- c) Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- d) Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

B. AUTOMOBILE LIABILITY (SHALL BE ADDED TO SECTION 10.C. OF THE ORIGINAL CONTRACT)

- i. Early Intervention Subcontractors Automobile liability insurance covering any auto (including owned, hired and non-owned autos) that are not transporting employees or clients on behalf of the State, shall have a minimum limit of at least \$250,000/\$500,000 each accident combined single limit.

C. PROTECTED INFORMATION (REPLACES SECTION 10.D. OF THE ORIGINAL CONTRACT)

- i. Notwithstanding any language to the contrary contained within this Agreement, Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - ii. \$1,000,000 each occurrence; and
 - iii. \$2,000,000 general aggregate.
 - iv. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
 - v. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

13. GIFT CARDS

- A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations 45 CFR 75.406 and 45 CFR 75.302.A for more information.

14. SAM.GOV REQUIREMENT

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the CFR §376.147 and 42 CFR part 1001, which clarifies that this applies to individuals and entities.



- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, 42 U.S.C. 1320a-7, 1320a-7a, 1320c-5, or 1395ccc, and implementing regulation at 42 CFR part 1001, will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.

15. ACCESSIBILITY REQUIREMENTS.

- A. All work performed must comply with all applicable provisions of §24-85-101 C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the OIT pursuant to §24-85-103 (2.5), C.R.S. and all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the WCAG, incorporated in the State of Colorado technology standards. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

16. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor/Grantee shall comply with the FAR regarding Employment Eligibility Verification located at <https://www.acquisition.gov/far/subpart-22.18> for all contracts/agreements funded using federal funds.

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Rob DeHerrera, on behalf of Developmental Disabilities Resource Center (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: [Handwritten signature: Rob DeHerrera]
Printed Name: Rob DeHerrera
Title: ED
Date: 6/17/2026

CDEC Data Sharing Agreement

Early Intervention Service Broker

This data sharing and access agreement (“Agreement”) is entered into by and between the State of Colorado (the “State”) acting by and through the Colorado Department of Early Childhood (“Transferring Agency”) and the Early Intervention (EI) Broker identified in the accompanying statement of work (SOW) (“Recipient”). Transferring Agency and Recipient are each individually a “party” and together the “parties.”

Whereas, Transferring Agency is charged with, among other duties, managing referral and intake (when applicable in the SOW), accepting children eligible for the EI program, ensuring the delivery of services, and other activities relevant to the implementation of the requirements of Part C of the Individuals with Disabilities Education Act (IDEA), 34 C.F.R. Part 303, relevant Colorado state statutes, and Colorado Department of Early Childhood (CDEC) rules as listed in the accompanying SOW.

Whereas, Recipient is designated a Certified Early Intervention Service Broker (EI Broker) responsible for entering data into the Transferring Agency’s data system in order to fulfill their contractual obligations outlined in the accompanying SOW and pursuant to Part C of IDEA, relevant Colorado state statutes, and CDEC rules as listed in the accompanying SOW.

Whereas, Recipient seeks to access state data from Transferring Agency to support accurate data collection and management regarding Early Intervention services.

Whereas, in exchange for the data Recipient requested, Transferring Agency shall receive data required for administration and management of the Early Intervention program.

Now, therefore, in consideration of the mutual promises contained herein, the sufficiency of which each party hereby acknowledges as adequate, the parties agree as follows:

1. Abbreviations

- a. AI – Artificial Intelligence
- b. C.F.R. – Code of Federal Regulations
- c. CDEC – Colorado Department of Early Childhood
- d. CJI – Criminal Justice Information
- e. CJIS – Criminal Justice Information System
- f. CORA – Colorado Open Records Act
- g. C.R.S. – Colorado Revised Statutes
- h. EI – Early Intervention
- i. FERPA – Family Educational Rights and Privacy Act
- j. IDEA – Individuals with Disabilities Education Act
- k. IFSP – Individualized Family Service Plan
- l. NIST – National Institute of Standards and Technology
- m. OIT – Governor’s Office of Information Technology.
- n. PCI – Payment Card Information
- o. PHI – Personal health information

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- p. PII – Personally identifiable information or personal identifying information
- q. SOW – Statement of Work

2. Defined Terms.

- a. “Anonymized Data” means Data that has been properly De-identified.
- b. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Recipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- c. “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- d. “CORA” means the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.
- e. “Data” means the information described in **Attachment A**.
- f. “Data Breach” means a security breach is the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of personal information maintained by a person, commercial entity, or governmental entity.
- g. “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.
- h. “Destroy” means to permanently remove Data from a Party’s or a Participating Agency’s systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:
 - i. the Media Protection section of the CJIS Security Policy for Data that qualifies as CJ, or
 - ii. the NIST Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant’s normal course of business for all other Data.
- i. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Agreement shall be the later of the date on which this Agreement is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Agreement

CDEC Data Sharing Agreement

is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Agreement.

- j. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the Transferring Agency, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a Transferring Agency system or Transferring Agency Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a Transferring Agency system for the processing or storage of data; or (iv) changes to Transferring Agency system hardware, firmware, or software characteristics without the Transferring Agency’s knowledge, instruction, or consent.
- k. “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at: <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- l. “Party” means the Transferring Agency or Recipient, and “Parties” means both the Transferring Agency and Recipient.
- m. “PII” means personally identifiable information including, without limitation, any information maintained by the Transferring Agency about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- n. “Sensitive data” – Any information where the loss, misuse, unauthorized access to or modification of which could adversely affect the interest or the conduct of information systems or agency business activity, or the privacy to which individuals are entitled.
- o. “State” means the State of Colorado.
- p. “Transferring Agency Confidential Information” means any and all Transferring Agency Records not subject to disclosure under CORA. Transferring Agency Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and Transferring Agency personnel records not subject to disclosure under CORA. Transferring Agency Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the Transferring Agency, which has been communicated, furnished, or disclosed by the Transferring Agency to Recipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Recipient without restrictions at the time of its disclosure to Recipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Recipient to the Transferring Agency; (iv) is disclosed to Recipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Transferring Agency Confidential Information.

CDEC Data Sharing Agreement

- q. “Transferring Agency Records” means any and all Transferring Agency data, information, and records, regardless of physical form.

3. Purpose

- a. Transferring Agency hereby grants Recipient a limited, revocable right to use, store, access, and process the Data solely and exclusively for the purposes of ensuring accurate and meaningful data entry in service of effective administration of the Early Intervention Program (the “Purpose”). Specifically, Recipient may use the data collected and accessed only to fulfill their duties as an Early Intervention Broker, as outlined in their SOW.

4. Data Sharing & Access

- a. Recipient shall only disclose the Data it receives to Recipient’s personnel and third parties for which Recipient has received prior written consent pursuant to **Attachment A**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose. Recipient agrees that any contractors or other third parties that have a need to access the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.
- b. Recipient shall provide timely notification to the Transferring Agency of changes to the personnel authorized to access the Data in service of the Purpose, as outlined in **Attachment A**.
- c. Recipient shall not sell, lease, copy, sublicense, rent, loan, transfer, distribute, or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without the prior written consent from Transferring Agency, and must be listed in **Attachment A**.
- d. Data shall be stored, accessed, and processed in facilities located within the United States in a secure environment.

5. Data Use

- a. In receiving the Data, Recipient shall not:
- i. Use the Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;
 - ii. Use the Data for commercial purposes or any other purpose not authorized under this Agreement;
 - iii. Sell, modify, alter, mine, copy, reverse engineer, decompile, or create derivative works of the Data except as required for the Purpose of this Agreement;
 - iv. Recipient shall request, access, and use only the minimum amount of data necessary to accomplish the Purpose of this Agreement.

CDEC Data Sharing Agreement

- b. **Artificial Intelligence (AI) Usage:** Recipient shall not upload or process PII or sensitive data using any third-party Artificial Intelligence (AI) or machine learning models without prior written consent from the Transferring Agency, as detailed in **Attachment A**.
- c. **Research, Analytics and Published Materials.** Recipient may use Data for internal analytics and reports solely and exclusively to support the Purpose. Publicly shared reporting or visualizations must contain only Anonymized Data. All derivative products and publications must be shared with the Transferring Agency and require its written approval or waiver prior to release.
- d. **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that Recipient's access to the Data is contingent on Recipient's compliance with the terms of this Agreement.
- e. **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 6.c** below.

6. Data Security Requirements

- a. Recipient agrees to secure and protect the data against any unauthorized use or access in compliance with the most recent version of the OIT Security Policies, as well as any and all applicable laws and regulations. Recipient shall maintain a secure environment that ensures confidentiality of all transferring agency confidential information wherever located.
- b. If a third-party requests or demands any shared Data, the Recipient must notify the Transferring Agency immediately.
- c. **Destruction of Data.** Upon Transferring Agency's request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 5(e)** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient's receipt of Transferring Agency's request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of and cease to use or access such Data.
- d. **Safeguarding PII.** If Recipient or any of its Subcontractors will or may receive PII under this Agreement, Recipient shall provide for the security of such PII, in a manner and form acceptable to the Transferring Agency, including, without limitation, Transferring Agency non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Recipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*,

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C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Recipient, including, but not limited to, Recipient's employees, agents, and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

7. Information Security Incident and Data Breach.

- a. **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this plan in its sole discretion, and the Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.
- b. **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.
- c. **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, the Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.

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- d. **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, to the extent a Data Breach is determined to have been caused or attributable to Recipient's acts, omissions, or any failure by Recipient to strictly adhere to the privacy and data security requirements, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

CDEC Data Sharing Agreement

- 8. Protected Data Types:** Recipient agrees to access, use, store, transfer, and share any protected data in accordance with the terms of **Attachment A**.

CDEC Data Sharing Agreement

ATTACHMENT A - DATA SHARING AND ACCESS

1. DATA ACCESS PROVISIONS

The Recipient acknowledges and agrees that it may only use or access the Data as outlined in this Attachment and pursuant to the terms of this Agreement. The Recipient shall comply with all applicable laws and regulations, including, but not limited to, any and all data privacy laws that may apply to Recipient's use, storage, access, or transfer of any Data.

a. Stated Purpose

- i. Ensuring accurate and meaningful data entry in service of effective administration of the Early Intervention Program. (the "Purpose"). Specifically, Recipient may use the data collected and accessed only to fulfill their duties as an EI Broker, as outlined in their SOW.

b. Data to be Accessed

The Recipient will have access to client data for children eligible for Early Intervention services through the Early Intervention Salesforce System. They can create records in this system and have edit access to those records. Data includes information regarding Accounts, Contacts, EI Referral, EI Evaluation Screening/Assessment, IFSP, Client Case, and Billing.

c. How Data Access Will be Managed

- i. Data will be accessible to authorized personnel via internal CDEC Salesforce reports and direct sight into the data system.
- ii. Role-based access to the Early Intervention data in Salesforce is managed by the Transferring Agency. Access to the system is only granted to Authorized Personnel and requires each individual to have a unique username and secret password.
- iii. If an authorized individual has not logged into the system in 90 days, their access is frozen until the Transferring Agency can confirm their status as Authorized Personnel.
- iv. The Recipient must notify the Transferring Agency of changes to authorized personnel immediately, but no later than 24 hours, so access may be terminated.
- v. Changes to the role-based access processes may be made and implemented as agreed to by both the Recipient and the Transferring Agency.

d. Authorized Personnel and Contractors

- i. The following roles from the Recipient are authorized to access and use data as outlined in this Agreement and the accompanying SOW.
 1. Early Intervention Broker - Administrators or the equivalent – Client, provider, and billing data.
 2. Early Intervention Broker – Service coordinators or the equivalent - Client, provider, and billing data.
 3. Early Intervention Broker – Direct service provider - Client and billing data.
 4. Early Intervention Broker – subcontracted provider - Client and Provider Portal.

e. Data Protection Provisions

- i. This Data contains:
 1. Information subject to the Family Educational Rights and Privacy Act (FERPA).
 2. Personal Identifying Information (PII) about children.