



COLORADO
Department of Early Childhood

State of Colorado Contract Modification Contract Amendment #6

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: VC-14452

Original Contract Number

23 QAAA 176347

Amendment Contract Number

CT QAAA 2027-670 A6

Contract Performance

Beginning Date

July 1, 2022

Current Contract

Expiration Date

June 30, 2027

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2023 CT QAAA 2023-963	\$659,850.00
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Extension Terms

State Fiscal Year 2024 CT QAAA 2024-805	\$577,830.00
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State Fiscal Year 2025 CT QAAA 2025-891	\$505,602.00
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State Fiscal Year 2026 CT QAAA 2026-578	\$505,602.00
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State Fiscal Year 2027 CT QAAA 2027-670	\$525,601.25
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Total for All State Fiscal Years \$2,774,485.25

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A - Statement of Work
2. Exhibit B - Additional Provisions
3. Exhibit D - PII Certification
4. Exhibit E - CDEC 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. Colorado Special Provisions in §18 of the main body of this Agreement.
2. Exhibit E - CDEC Data Sharing Agreement
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit D - PII Certification
5. Exhibit A - Statement of Work
6. Exhibit B - Additional Provisions



COLORADO
Department of Early Childhood

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
C9A1B5289593440
By: Robert DeHerrera, Executive Director

DocuSigned by:
Jeanni Stefanik
DB0353F8B02434...
By: Jeanni Stefanik
CFO

Date: 6/22/2026

Date: 6/22/2026

State Controller

Robert Jaros, CPA, MBA, JD

Signed by:
Amber Corbett
A692FBC821E34E8
By: Amber Corbett
Controller

Amendment Effective Date:

6/22/2026

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

The Contractor shall provide multidisciplinary evaluations within a specified geographic region to determine eligibility for Early Intervention (EI) services, as defined in the state and federal statutes, regulations, and procedures. With approval from EI Colorado, contractors may be approved to complete evaluations throughout the state as needed.

This amendment extends the Contract Expiration Date, increases funds for State Fiscal Year (SFY) 2027, updates the order of precedence, adds Accessibility Indemnification, amends Exhibits A, B, D, adds Exhibit E and removes Exhibit C.



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 \$525,601.25 and Increase the Maximum Amount for All State Fiscal Years from \$2,248,884.00 to \$2,774,485.25.

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 1 of this Amendment.

D. Accessibility Indemnification

The following is hereby added to the Original Contract under Section 18. General Provisions, U. Indemnification:

v. Accessibility Indemnification

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. State employees are considered third parties for the purposes of this section.

E. Exhibit A - Statement of Work

Exhibit A - Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

F. Exhibit B - Additional Provisions

Exhibit B - Amendment #6, which is attached and incorporated by this Amendment, shall replace Exhibit B - Amendment #5 of the Original Contract.

G. Exhibit C - HIPAA Business Associate Agreement

Exhibit C is hereby removed from the contract.

H. Exhibit D - PII Certification

Exhibit D - Amendment #6, which is attached and incorporated by this Amendment, shall be added to Exhibit D of the Original Contract.

I. Exhibit E - CDEC Data Sharing Agreement

Exhibit E - Amendment #6, 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
11177 W. 8th Avenue
Lakewood, CO 80215

Early Intervention Evaluations

CDEC Program Contract Manager

- Jody Berg

Abbreviations

- CDEC - Colorado Department of Early Childhood
- EI - Early Intervention
- IDEA - Individuals with Disabilities Education Act
- SOW - Statement of Work

Introduction/Background

- The Early Intervention Colorado program is located within the Colorado Department of Early Childhood (CDEC), which is designated as the lead agency for Part C of the Individuals with Disabilities Education Act (IDEA).
 - The EI Colorado program is responsible for carrying out Child Find activities under Part C of IDEA. These activities include referral, intake, and the multidisciplinary evaluations of children birth through age 2 to determine eligibility for early intervention services. Contractors are responsible for providing multidisciplinary team evaluations in the area(s) designated within their contract.
 - The EI Colorado program provides eligible infants and toddlers, and their families, with services and supports to enhance child development in the areas of cognition, speech, communication, physical development, motor development, vision, hearing, social or emotional development, and self-help skills. EI services are funded through state funds, private insurance dollars, federal Part C funds and other funds.



- The contract sets forth the requirements to be met by the Contractor for satisfactory contract performance and specifies those remedies that may be invoked in the event that the Contractor does not comply with the terms of the contract.

Scope of Work

- The Contractor shall provide multidisciplinary evaluations within a specified geographic region to determine eligibility for EI services, as defined in the state and federal statutes, regulations, and procedures. With approval from EI Colorado, contractors may be approved to complete evaluations throughout the state as needed.

Period of Performance

- The period of performance for this SOW is from July 1, 2026, until June 30, 2027.

Where Services Will Be Performed

COLORADO

Work Plan

Work Plan
Outcomes, Benchmarks, and Milestones
Outcome Statement #1:
Contractor shall provide multi-disciplinary team evaluations, determine eligibility, and document evaluation results for all referred children in their catchment area within specified state and federal timelines. Evaluations shall be completed within 21 days of referral to the Contractor. Catchment area for this contract is: Clear Creek, Gilpin, Jefferson, Summit Counties, and Statewide overflow as capacity allows.



Key Activity A1:	Fiscal Management
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible
A1-1: Ensure timely submission of invoices.	July 1, 2026 - June 30, 2027	Invoices shall be submitted monthly through the EI Provider Portal with appropriate documentation.	Invoice dates shall be within 30 days of the 1st of the following month and shall have appropriate documentation to ensure payment.	Contract staff Billing Personnel
A1-2: Invoice Medicaid evaluations for all Medicaid-enrolled children.	July 1, 2026 - June 30, 2027	Children who are Medicaid-enrolled shall have their evaluations billed to Health First Colorado according to applicable Health Care Policy and Financing Guidelines.	Children who are billed to Medicaid shall not be billed to this contract unless a rejection letter from Medicaid has been received and documented in the EI Provider Portal.	Contract Staff Billing Personnel

Key Activity B1:	Data System Requirements
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible
B1-1: Input schedule of evaluation teams into the EI Data system according to EI program-designated timeframes (typically 3 months in advance).	July 1, 2026 - June 30, 2027	Contractor shall have all available evaluation team/time slots entered into the EI Data System by EI Colorado-designated timelines.	EI Colorado program staff shall monitor that available evaluation slots are submitted in a timely manner.	Designated party within contracting agency



Exhibit A - Amendment #6

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible
B1-2: Input evaluation results, including eligibility determination, into the EI Data system within 3 days of the evaluation, preferably before day 21 after referral.	July 1, 2026 - June 30, 2027	Contractor shall enter evaluation results and eligibility determination in EI Data system within 3 days of evaluation.	Complete documentation of evaluation results and eligibility shall be documented in the EI Data system.	Evaluators
B1-3: Notify the family of eligibility results within one business day.	July 1, 2026 - June 30, 2027	Contractor shall notify the family of eligibility within one business day.	Family shall be informed of eligibility in a timely manner.	Evaluators

Key Activity C1:	Multidisciplinary Team Evaluations
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Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible
C1-1: Multidisciplinary Team members shall have completed required EI Colorado trainings, including but not limited to Telehealth, EI Provider Training, and Family Rights and Procedural Safeguards prior to being scheduled to see children.	July 1, 2026 - June 30, 2027	Contractor shall have staff who have completed the required training prior to meeting with families and children.	Applicable certificates shall be uploaded to the Provider Portal.	Evaluators



Exhibit A - Amendment #6

Tasks	Time Period	Deliverable	Measurement	Position(s) Responsible
C1-2: Parents shall be informed of their family rights and procedural safeguards.	July 1, 2026 - June 30, 2027	Evaluations shall be conducted after it has been ascertained that parents were notified and consent was obtained. Parents shall be informed of their rights as part of the eligibility determination process.	Parent acknowledgement shall be documented via verbal or written consent.	Evaluators
C1-3: Hearing and vision screenings shall be completed using state-determined methods.	July 1, 2026 - June 30, 2027	Hearing and Vision screenings shall be conducted and results documented on the child's record.	Hearing and vision screening fields in the EI Data system shall contain the results of the screening.	Evaluators
C1-4: Multidisciplinary team evaluations shall be conducted using state-approved tests and results entered into the child's record in the EI Data system.	July 1, 2026 - June 30, 2027	Evaluations shall be conducted and documented in the EI Data system.	Contractors shall be paid only for evaluations in which all required fields are completed.	Evaluators
C1-5: For children and families who speak a language other than English, contractors shall coordinate with interpreter services to ensure the child and family are evaluated in their native language.	July 1, 2026 - June 30, 2027	Evaluations shall be conducted utilizing an interpreter for non-English speaking families (unless the evaluation team speaks the family's native language).	Data from the EI Data system on family language shall be cross-referenced with interpreter billing.	Evaluators



Schedule/Milestones

- The contracted agency shall provide multidisciplinary evaluations for all scheduled children within 21 days of referral to the Contractor, unless a family circumstance prohibits it, by June 30, 2027. Monthly invoicing through the EI Provider Portal shall indicate the number of completed evaluations, any no-shows and/or interpretation costs.

Payment Schedule

Month	Description	Amount
Invoice monthly through the Provider Portal	Evaluations - \$525.30 each up to an estimate of 1,250 - 375 (30% Medicaid offset) = 875 x \$525.30	\$459,637.50
Invoice monthly through the Provider Portal	No-shows - \$105.06 each up to an estimate of 20% of total referrals (1,250 x 20% = 250 x \$105.06)	\$26,265.00
Invoice monthly through the Provider Portal	Interpreter services - Invoiced at the actual incurred expense of interpretation up to an estimate of 10% of total referrals (1,250 x 10% = 125) at an average rate of \$157.59 per Spanish interpretation. For languages other than Spanish, up to \$180 per interpretation.	\$19,698.75
	TOTAL	\$505,601.25

Acceptance Criteria

The acceptance of all deliverables shall reside with the CDEC, Early Intervention. The designated program manager shall monitor all deliverables to ensure the completeness of each project stage 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.



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
- EIE - Early Intervention Evaluations
- FAR - Federal Acquisition Regulation
- GAAP - Generally Accepted Accounting Principles
- 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 is 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 CDEC 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 A), of this Contract.



Exhibit B - Amendment #6

- B.** 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 EIE - Early Intervention Evaluations.
 - 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.
- C.** Payments shall be made on a fixed price basis for services rendered.
- D.** 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 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.
- E.** 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 7th. Contractors who are unable to provide the invoice by July 7th 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.
- F.** The Contractor shall maintain source documentation to support all payments requested pursuant to this Contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** 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.

5. PARTICIPATION

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



6. 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.

7. 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>.

8. CYBER/NETWORK SECURITY AND PRIVACY LIABILITY (REPLACES CONTRACT VERSION 4.07 PAGE 15 SECTION 10(G))

- A. 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:
- i. \$1,000,000 each occurrence; and
 - ii. \$2,000,000 general aggregate.
 - iii. 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.
 - iv. 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.



9. GIFT CARDS

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

10. 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.

11. 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>.

12. EMPLOYMENT ELIGIBILITY VERIFICATION

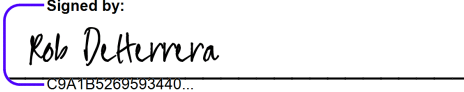
- A. Contractor/Grantee shall comply with the FAR regarding Employment Eligibility Verification located at <https://www.acquisition.gov/far/subpart-22.18> for all contracts/agreements funded using federal funds.

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, Robert 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:  Signed by:
Rob DeHerrera
C9A1B5269593440...

Printed Name: Robert DeHerrera

Title: Executive Director

Date: 6/22/2026

CDEC Data Sharing Agreement

Early Intervention Evaluation Entity

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 Evaluation Entity 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 evaluations to determine a child’s eligibility for the EI program 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 an Early Intervention Evaluation Entity 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
- p. PII - Personally identifiable information or personal identifying information

CDEC Data Sharing Agreement

- 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 CJI, 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, CJJ, 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.

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- 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 Evaluation Entity, 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.

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- 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.

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

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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 Early Intervention Evaluation Entity, 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. EI Evaluation Entity - Administrators or the equivalent – Client, provider, and billing data.
 2. EI Evaluation Entity – Evaluator or the equivalent - Client, provider, and billing data.

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.