

# 2016-2017 Provider Agreement

[www.dpp.org](http://www.dpp.org)

**Please note:** Updates to the 2016-2017 Provider Agreement are highlighted in yellow.

## Definitions

- I. **DPP-Eligible Child(ren)**: A child that lives in the City and County of Denver and is in their final year of preschool before kindergarten.
- II. **Tuition Credit(s)**: The amount of tuition assistance a family receives on a monthly basis to help pay the tuition for their DPP-eligible child.
  - a. **Part-day tuition credit**: available to DPP-Eligible Children attending a DPP Provider for at least 5 hours per week, and at least 2.5 hours on the days of attendance
  - b. **Full-day tuition credit**: available to DPP-Eligible Children attending a DPP Provider for at least 25 hours per week, and at least 5 hours on the days of attendance.
  - c. **Extended-day tuition credit**: available to DPP-Eligible Children attending a DPP Provider for at least 33 hours per week, and at least 8 hours on the days of attendance.
- III. **Provider**: A licensed child care center, family child care home or preschool that participates in the Denver Preschool Program and is duly licensed under the Colorado Child Care Licensing Act, C.R.S. § 26-6-101 *et. seq.* as amended and the provision of Denver Municipal Code Chapter 11, as amended, or shall be an early childhood education program administered by Denver Public Schools pursuant to the Colorado Preschool Program Act, C.R.S. § 22-28-101 *et seq.*, as amended..
- IV. **DPP classroom**: A classroom at a participating DPP Provider that has at least one DPP-eligible child enrolled.
- V. **Introduction to Quality**: The period before a site receives their first quality rating.
- VI. **Student**: A DPP-Eligible Child who receives Tuition Credit.
- VII. **Agreement**: This 2016-2017 Provider Agreement.

## Background

The Denver Preschool Program (“DPP”) is the result of a ballot initiative first approved by Denver voters in November 2006, and renewed in November 2014. Our mission is to increase access to quality preschool for all City and County of Denver children in their last year of preschool before kindergarten by providing parents or guardians with a tuition credit to use at the preschool of their choice and by providing eligible preschool programs with grants and professional development resources for quality ratings and improvement. DPP is open and voluntary for all eligible children and licensed preschool providers that agree to participate in our quality rating and improvement system.

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Providers offering part-day, full-day, and/or extended-day programs as well as having an eligible DPP child enrolled are eligible to participate. Parents who reside in the City and County of Denver can use their tuition credit at providers located outside the City and County of Denver; however, only providers within the City and County of Denver are eligible for DPP quality rating and improvement grants and professional development resources.

### **Provider Benefits**

DPP invests approximately 10 percent of its annual budget in quality rating and improvement opportunities for participating providers. By participating in DPP, providers gain access to numerous benefits, many of which are aligned with and incentivize further quality improvement. Below is a list of the benefits available to eligible, participating Providers:

*All DPP Providers (including those located outside of Denver):*

1. Tuition Credits for eligible parents enrolled in your program;
2. Access to DPP professional development trainings and webinars;
3. Free marketing via the DPP website;
4. Inclusion at certain DPP promotional events; and
5. Access to a variety of DPP marketing materials.

*DPP providers located in Denver:*

1. Payment for the Classroom Assessment Scoring System® (“CLASS®”) observation in all DPP classrooms as well as supporting a portion of costs if Provider pursues and achieves an approved Colorado Shines Alternative Pathway Accreditation as determined by DPP.
2. Quality improvement grants for early childhood education college courses and conferences, coaching, and classroom materials.

### **Resources**

Below is a listing of contact information should you have any questions or concerns at any point during your participation in DPP. You can also visit the DPP website at [www.dpp.org](http://www.dpp.org) for more information.

**For Provider questions, please contact:** DPP Director of Quality Initiatives - 720.287.5055 ext. 14

**For Parent application/enrollment questions, please contact:** 303.595.4DPP (4377).

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**DPP Provider Handbook:** <http://dpp.org/for-preschools/provider-login>

Username: provider

Password: handbook

Access the handbook for important documents related to DPP including, but not limited to, the Provider Agreement, family applications, attendance form templates, DPP tuition credit scale, information on how to access quality improvement resources and DPP evaluation results.

Thank you for your continued dedication to this important effort. We look forward to working with you to provide access to high quality preschool to all of Denver's children.

DPP will issue Tuition Credits to eligible Denver parents or guardians to pay a portion of their child's (a "Student") tuition in the year before he or she is eligible to attend kindergarten. Provision of Tuition Credits is contingent upon the annual funding from the City and County of Denver to the DPP. The Tuition Credit amount is determined by the family's household size and income, number of days the child attends a preschool program, length of the day the child attends preschool (part-day, full-day, extended-day), and the quality rating level of the Provider where the child is attending. **The Tuition Credit amount may be adjusted up or down during the school year if the Provider's quality rating level changes.**

In consideration of providing such Tuition Credits, the Provider agrees to the following:

### **I. Program**

1. Provide a preschool program for children in their last year of preschool prior to kindergarten in substantially the same form as advertised to parents and provided to DPP, including but not limited to curriculum, physical location and facilities, staff and hours. Any substantial change needs to be approved in writing by DPP. The Provider must have an eligible child enrolled in their preschool program to qualify as a DPP Provider.
2. Promptly notify DPP of a change in the Provider's director.
3. Promptly notify DPP of any changes to the Provider's contact person regarding DPP family applications, attendance or Tuition Credit payments.

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## II. Tuition Credits

1. In no event shall the charge for a Student participating in DPP be more for comparable hours than the charge for a child who is not participating in DPP. The Provider's published tuition rate schedule for the preschool program serving children in the year before being eligible for kindergarten shall not be changed during the school year as established by DPP.
2. Notify DPP promptly when a Student has been absent seven days or more within any month. For such instances, the Tuition Credit amount will be prorated thereafter for each additional day of that month for which the Student is absent.
3. Notify DPP promptly when a Student has terminated enrollment from the preschool program. In no event will DPP pay future tuition until notified by the Provider that the Student has been reinstated according to its policy. The Provider's policy shall be uniformly applied for all children in their last year of preschool prior to kindergarten.
4. Notify DPP promptly when a Student has changed their attendance schedule or hours of enrollment.
5. Process and submit all required attendance information to ensure accurate Tuition Credit payments by no later than the 20<sup>th</sup> of the month following the month during which the services were provided (e.g. September 2016 attendance is due no later than October 20, 2016). Failure to submit all the required information may constitute a forfeiture of payment. **Required attendance information is as follows:**
  - a. Utilize and input all information in DPP's attendance template, or
  - b. Submit attendance in a format best suitable to the Provider, which must include the following information for each DPP-approved Student: first and last name, number of days scheduled to attend, and number of days actually attended. In addition, the following information is required if it applies to a particular Student during that month: schedule change (if the Student increased or decreased his or her hours of attendance), start date (if the Student enrolled in Provider's program during that month), end date (if the Student left Provider's program during that month), change of address (if the Student's address changed during that month).

- c. Provider agrees to confirm its total number of DPP-Eligible Children enrolled, total number of DPP classrooms and total number of all children enrolled in DPP classrooms on its monthly attendance form.
  - d. Provider agrees to verify the participation levels for all Students twice per year: once in October and once in March.
6. The Provider shall not use Tuition Credits, Quality Initiative grants and professional development resources derived from the DPP sales tax to engage in inherently religious activities, such as worship, religious education or instruction, or proselytization. If the Provider engages in such inherently religious activities, the inherently religious activities must be offered separately, in time and location, from the programs, activities, or services supported by the DPP sales tax, unless offering such inherently religious activities in a separate place would not be practicable due to the physical limitations of the facility in which the DPP activities are held. Nothing in this Agreement shall be construed to affect the Provider's right to engage in privately funded, inherently religious activity or affect the independence of Providers, including any rights protected by the Colorado and U.S. Constitutions and applicable law.
7. Tuition Credits are intended to supplement funds from other sources, including but not limited to the Colorado Child Care Assistance Program ("CCCAP"), Head Start, Colorado Preschool Program ("CPP") and other Denver Public Schools funding streams. However, it is not intended to pay for any parent co-payments assessed as part of the Colorado Child Care Assistance Program or any other publicly funded assistance programs. In the event the Provider, parent or guardian is disqualified from participating in CCCAP, Head Start, CPP or other identified funding source because of some inappropriate conduct or misrepresentation, the DPP Tuition Credits that would otherwise be paid during the period of such disqualification shall be forfeited.
8. The total funds a Provider receives on behalf of a DPP Student from all sources each month, including DPP Tuition Credits, parent or other private contributions, and/or other public funding sources, shall not exceed the Provider's published tuition rate applicable to such child. In the event the aggregate amount would otherwise exceed such published rate, the Provider shall promptly notify DPP, and shall advise DPP as to what funding has been reduced to bring the aggregate funding into compliance with this current requirement.

9. Tuition Credits are calculated per child based on the 2016-2017 Tuition Credit Scale available in the DPP Provider Handbook and are subject to change at any point during the year if any of the following changes: family's income, family's size, Student's hours and/or scheduled days of attendance, and/or Provider's quality rating level. Tuition Credits will immediately discontinue for any Student that moves outside of the City and County of Denver. Tuition Credits are also subject to change if Provider violates any of the terms of this Agreement as set forth herein.
10. The amount and distribution of Tuition Credits are contingent upon the annual funding from the City and County of Denver to the Denver Preschool Program and could change during the terms of this Agreement.
11. The distribution of Tuition Credits is also contingent on the Provider following the guidelines of this Agreement, including, but not limited to, remaining in good standing with child care licensing, maintaining the minimum insurance requirements as defined in Section V. of this Agreement and participating and achieving appropriate quality levels in DPP's quality rating and improvement system, as outlined in Section IV. of this Agreement.

### **III. Quality**

1. During any time the Provider is receiving Tuition Credits on behalf of any Student, the Provider either (i) shall maintain its license under the Colorado Child Care Licensing Act, §§ 26-6-101, et seq., C.R.S., as amended, and Chapter 11 of the Denver Municipal Code, or (ii) shall be an early childhood education program administered by Denver Public Schools pursuant to the Colorado Preschool Program Act, §§ 22-28-101, et seq., C.R.S., as amended.
2. The Provider shall address any observed licensing violations within the period of time set by the Colorado Department of Human Services, Division of Early Care and Learning, Office of Early Childhood. The Denver Preschool Program has an agreement with the Colorado Department of Human Services, Division of Early Care and Learning, Office of Early Childhood to report licensing violations observed by any of the DPP representatives that rise to complaint level 0-3, according to the State Department of Human Services, Division of Early Care and Learning,

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Office of Early Childhood Complaint Investigation Guidelines. Those DPP representatives observing such a violation will notify the appropriate staff if such a report needs to be made and, if needed, will work with the Provider on a plan to remedy the problem. The Denver Preschool Program reserves the right to suspend or terminate this Agreement if serious licensing violations are not addressed as required by the Division of Early Care and Learning, Office of Early Childhood Complaint Investigation Guidelines. As of the writing of this Agreement, Colorado's Child Care Facility Licensing Rules could be accessed here:

<http://www.coloradoofficeofearlychildhood.com/#!/rules-and-regulations/c86y>

3. The Provider shall participate in a quality rating and improvement system mandated by DPP, including training and a three-part quality improvement system that includes an introduction to quality, establishment of an objective quality rating for the Provider, and development and implementation of a quality improvement plan for the Provider. The Provider agrees to share its quality rating reports with DPP and/or allow the appropriate quality rating organization to share their quality rating reports with DPP so DPP can support the Provider's quality improvement and process DPP Tuition Credits. The Provider further agrees to allow DPP to publish the Provider's most current quality rating reports on its website and acknowledges that DPP may notify the Students' parents directly of any change in the quality rating. Notwithstanding the foregoing, Provider shall notify Students' Parents of any change in the quality rating.
4. Providers located outside of the City and County of Denver acknowledge that DPP cannot provide any funding for them to participate in DPP's quality rating and improvement system and that they will be responsible for either obtaining outside funding or self-funding needed quality ratings. If contacted by the Provider, DPP's Director of Quality Initiatives agrees to support non-Denver providers in researching ideas for other potential sources of funding to participate in the quality rating and improvement system mandated by DPP.
5. The Provider agrees to receive a consultation after receiving its Colorado Shines Assessment or CLASS® observation.

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6. Distribution of quality improvement funding is dependent upon the annual funding from the City and County of Denver to DPP and could change during the terms of this Agreement.
7. Notify DPP promptly when the Provider no longer has a DPP-Eligible Child enrolled in the preschool program. If after 180 days the Provider does not have a DPP-Eligible Child enrolled in the preschool program, the Provider will no longer be an active DPP Provider.

#### **IV. Eligibility**

DPP is committed to supporting DPP Providers in achieving and sustaining high levels of quality. In order for DPP Providers to maintain active status in DPP and to remain eligible for DPP funding, they agree to engage in continuous quality improvement as measured by CLASS® observations and the Colorado Shines Rating on a timeline determined by DPP. The quality improvement requirements for each Provider between ratings will be specific to the Provider based on their previous rating reports. The Eligibility Site Operational Procedures that explain the process of how DPP will collaboratively work with the Provider to support their quality improvement will be posted in the online DPP Provider Handbook, available at <http://dpp.org/for-preschools/provider-login>. (Username: “provider”. Password: “handbook”.) DPP Providers not yet meeting the below requirements agree to periodically meet with DPP staff to collaborate on its quality improvement plan.

1. CLASS® and Colorado Shines Rating Level Score Requirements
  - A. Providers that have received a CLASS® observation score in any DPP classroom below 5.5 in the Emotional Support (“ES”) domain, below 5.0 in the Classroom Organization (“CO”) domain and/or below 2.0 in the Instructional Support (“IS”) domain agree to work toward achieving at least these minimum scores by their next observation. Quality Improvement Plan (“QIP”) goals and timelines to achieve these scores will be completed in collaboration between DPP and the Provider.
  - B. Providers that are currently Colorado Shines Level One (1) agree to achieve Colorado Shines Level Two (2) within six months of becoming Level One (1). **DPP will not fund Level 1 providers after six**

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**months except when extenuating circumstances prevented Level 2 completion (e.g. high staff turnover).**

- C. Providers that are currently Colorado Shines Level Two (2) and have never before received a Qualistar Rating™ nor a Colorado Shines Level 3-5 Assessment agree to receive their first Colorado Shines Level 3-5 Assessment within six months of achieving Level Two (2).
- D. Providers that are currently Colorado Shines Level Two (2) due to a previous 2-Star Qualistar Rating™ or based on results of their first Colorado Shines Level 3-5 Assessment agree to work toward achieving at least Level Three (3) by their next rating. QIP goals and timelines to earn Level Three (3) will be completed in collaboration between DPP and the Provider. **Providers are expected to achieve at least Level 3 by their second Colorado Shines Level 3-5 Assessment to guarantee continued eligibility in DPP.**
- E. Providers with Colorado Shines Rating Level Three (3), Level Four (4) or Level Five (5) are expected to maintain a minimum of a Level Three (3) rating. If the Provider falls below a Level Three (3) rating, the Provider becomes subject to the same guidelines outlined above for Level One (1) and Level Two (2) Providers.
- F. If a Provider fails to meet the growth criteria outlined in A - E above and does not show a commitment to quality improvement, that Provider may, at DPP's discretion, lose its active status in the Denver Preschool Program and may no longer be eligible for DPP funding.
  - i. If a Provider loses its active DPP status and wishes to regain it, the Provider must obtain its own Colorado Shines Rating, Colorado Shines Alternative Pathway and/or CLASS® observations and must attain the same benchmark toward which they were previously accountable. If and when this benchmark is achieved, the Provider can return to active status and once again become eligible for DPP funding.

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## 2. Rating Timeline Requirements

### A. CLASS® Observation

- i. All new DPP Providers will receive a DPP CLASS® observation in all DPP classrooms within one year of joining DPP.
- ii. Subsequent CLASS® observations will occur at minimum once every two years per DPP classroom.

### B. Providers pursuing a Colorado Shines Alternative Pathway Accreditation

- i. DPP Providers choosing a DPP-recognized Colorado Shines Alternative Pathway Accreditation instead of the Colorado Shines Level 3-5 Assessment will be given up to six months past their current Colorado Shines rating expiration date to receive the new accreditation while maintaining their current rating level for Tuition Credit reimbursement purposes.
- ii. If accreditation has not been earned during this six month window, DPP Tuition Credit amounts will be adjusted to reflect the program's current Colorado Shines rating level. Provider must also earn the accreditation within the next three months or receive the Colorado Shines Level 3-5 Assessment.

### C. Providers choosing the Colorado Shines Level 3-5 Assessment

#### i. Postponing Rating for Additional Preparation Time

1. DPP Providers that choose to let their prior Qualistar Rating™ expire in order to allow for additional time to prepare for their first Colorado Shines Level 3-5 Assessment will be allowed up to six months past the prior Qualistar Rating™ expiration date to receive the Colorado Shines Level 3-5 Assessment. However, once the Qualistar Rating™ expires, DPP will immediately utilize the Provider's current Colorado Shines rating

level 1 or level 2 for DPP Tuition Credit reimbursement calculations until the Provider receives the Colorado Shines Level 3-5 Assessment.

**ii. Postponing Rating Due to Pending Location Change**

1. DPP Providers that will be moving locations will be given a six month grace period beyond their current rating expiration date when they can keep their current rating level.
2. If the Colorado Department of Human Services does not approve their prior rating to transfer to the new location, Provider must receive the Colorado Shines Level 3-5 Assessment within three months of starting operations at the new address.

**D. Extenuating Circumstances**

- i. DPP reserves the right to make exceptions to the above stated policies related to rating/accreditation timelines in extenuating circumstances (e.g. accrediting body causes delay in onsite assessment; lack of availability on the Colorado Shines Level 3-5 Assessment schedule, etc.)

**V. Insurance**

1. Subject to any variations which DPP may approve at its discretion, Providers must obtain and maintain insurance policies with a responsible carrier. At a minimum, a provider must carry (i) comprehensive general liability insurance with limits of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, \$100,000 sexual misconduct combined single limit per occurrence/\$100,000 aggregate, or any greater amounts as your lessor may require; (ii) the general liability policy shall name DPP and the City and County of Denver as additional insureds; (iii) automobile insurance in the amount of \$1,000,000 for all hired, non-owned and/or owned vehicles; (iv) workers compensation insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all

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**bodily injury caused by disease claims**; (v) for all general liability, the policies must not contain an exclusion for sexual abuse, molestation, discrimination or similar offenses. (Please send insurance certificates to 305 Park Avenue West, Denver, CO 80205 or by fax to 720-287-5063)

- a. If you do not provide transportation as part of your preschool program, you may receive assistance with a vehicle insurance waiver by contacting the Director of Quality Initiatives at 720.287.5055 ext. 14.
  - b. The items above are minimums and the Provider may elect to carry broader or higher limits.
  - c. DPP reserves the right to make accommodations at its sole discretion.
2. Include in all insurance policies endorsements providing that the policy shall not be cancelled prior to ten (10) days' notice to DPP for non-payment, and thirty (30) days' notice to DPP for all other cancellations or changes in the terms or conditions of coverage.
  3. INDEMNIFY AND HOLD DPP AND THE CITY AND COUNTY OF DENVER HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM PRESCHOOL PROGRAM PROVIDER'S ACTIONS IN PROVIDING SERVICES TO STUDENTS FOR WHOM TUITION CREDITS ARE PROVIDED PURSUANT TO THIS AGREEMENT.
    - a. In the event the Provider is deemed a governmental entity or is a non-profit corporation, DPP understands and agrees that liability for claims for injuries to persons or property arising out of the acts or omissions of such Provider is controlled and limited by a) the Colorado Constitution, the Colorado Governmental Immunity Act (CRS 24-10-101 et seq.), and the Risk Management Act (CRS 24-30-1501 et seq.), or b) the Colorado Revised Nonprofit Corporation Act, (CRS. 7-121-101 et seq.), as the case may be. Any provision (indemnification, hold harmless, insurance or otherwise) of this Agreement, whether or not incorporated herein by reference, shall be modified so as to limit any liability of the State, its departments, institutions, agencies, boards, officials and employees to the above-cited laws.

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- b. Nothing in this Agreement is intended by either party to waive any rights under such laws.
4. In the event the Provider fails to maintain the insurance requirements **described in this Agreement**, or fails to comply with any of the other terms and conditions set forth in this Agreement, DPP shall have the option, in its sole discretion to terminate this Agreement **and/or not pay Tuition Credits for any DPP student during the time period when the Provider was out of compliance.**
5. **In the event Provider chooses to obtain any required insurance policy through a different company, Provider agrees to immediately notify DPP so that adequate coverage can be verified.**

## **VI. Record Keeping/Reporting**

1. Subject to the Provider's being satisfied that proper releases have been obtained by DPP as required by law, including the Family Educational Rights and Privacy Act (FERPA):
  - A. Maintain for three years, daily attendance records, payment records and any other records reasonably designated by DPP for each Student, and provide DPP access to all such records.
  - B. Provide DPP or designated contractors, as requested, information and data regarding your preschool program and the Student(s) to assist DPP in evaluating the Provider and the progress of the Student(s) enrolled in the Provider.
  - C. Permit DPP to share with parties, reasonably designated by DPP, information about the Provider and its Students, including technology and methodology, evaluation, rating and quality improvement. Permit any DPP quality improvement contractor and the Colorado Shines rating vendor to provide information obtained through the rating process to parties reasonably designated by DPP as needing this information for purposes of tuition credit reimbursement, quality reimbursement, quality improvement, and evaluation. Permit the DPP to post the Provider's Qualistar Rating™ Report, Colorado Shines Rating Report, CLASS® Observation

Reports, or Environmental Rating Scale (ERS) results and Provider demographic information on the DPP website.

- D. Provide DPP with access during reasonable business hours to the records of the Provider and the children enrolled in DPP at the Provider's preschool, and to permit representatives of DPP to observe the Provider and its students.
2. Notwithstanding the requirements contained in subparagraph 1 A-D of this Section VI, the parties agree that certain information maintained by the Provider is confidential and cannot be disclosed without the proper authorization. Nevertheless, conditioned upon DPP obtaining the releases referred to above in this Section V, Provider shall release to DPP and its employees, agents, and assigns what may be confidential information that may be subject to nondisclosure under State and Federal law. Therefore, the Provider shall provide written notification to DPP at the time of disclosure or, if the information is given verbally, within 10 days from the date of disclosure that the information is confidential. Accordingly, DPP agrees to maintain confidential information and records provided by Provider to the extent applicable State and Federal laws require. Moreover, DPP will promptly notify the Provider of any unauthorized disclosure or use of such confidential information by any person or entity. Upon termination of this Agreement, DPP will promptly return to Provider all documents, disks or other computer media or other materials in their possession and control that is designated confidential by the Provider.
  3. Conform to all applicable State and Federal regulations and local law applicable to the Provider.
    - A. Record Keeping and Reporting paragraph 1 1 A-D of this Section VI shall survive the termination of this Agreement.
    - B. Provider further agrees with DPP as follows: Unless otherwise disclosed to DPP in writing, no official, officer or employee of the City and County of Denver shall have any personal, financial or beneficial interest whatsoever in the Provider or its preschool program.

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## **VII. Branding and Marketing**

1. As a DPP preschool partner the administration, teachers and other staff are crucial ambassadors for DPP-Eligible Children and families. Provider agrees to the following marketing and branding updates:
  - A. Provider agrees to include DPP provided poster and/or window decal near the front entrance.
  - B. Provider agrees to include the DPP family application and DPP rack card in the Provider's general preschool enrollment packet.
  - C. If Provider has a website, Provider agrees to post a link to DPP's website on an appropriate page that discusses tuition or quality improvement.
  - D. Additional, suggested areas for DPP promotion:
    - i. Promote DPP to all families with DPP-Eligible Children through any parent information meetings conducted by Provider. DPP is happy to attend and speak directly with parents at these meetings depending on staff availability.
    - ii. Display the DPP banner on the building exterior and post the DPP decal in all DPP classrooms.
    - iii. Distribute other DPP resources to the families of DPP-Eligible Children.
    - iv. Provider is encouraged to include DPP logo on any billing information being sent to approved families.

## **VIII. Legal**

1. Unless otherwise disclosed to DPP in writing, no member of the Board of Directors or staff of DPP shall have any personal, financial or beneficial interest whatsoever in the Provider or its preschool program.
2. Provider shall not knowingly employ or contract with a person unlawfully present in the United States in accordance with State and Federal law.



3. Provider shall not discriminate against any person on the basis of race, color, religion, national origin, gender, age (except as to the age of children qualifying for Tuition Credits), military status, sexual orientation, gender variance, marital status, or physical or mental disability (except as such disability may materially and adversely impact proper administration of the preschool program).
4. Provider shall not assign any right or obligation under this Agreement without the prior written approval of DPP, which approval shall be at DPP's sole discretion.
5. Enforcement of the obligations of Provider and all rights of action relating to such enforcement shall be strictly reserved to the City and County of Denver and DPP. The rights of Provider to any benefit under this Agreement shall be strictly reserved to the Provider. Nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person. It is the express intention of DPP and the Provider that any person other than DPP or the Provider receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only of this Agreement.
6. This Provider Agreement will be effective from **September 1, 2016, through August 31, 2017**.
7. Either party may revoke, or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of their intention to take such action. Any such writing shall be sent to the other party by certified mail, return receipt requested, and shall be effective ten (10) days after the date of mailing.
8. This Agreement shall be binding upon, and inure to the benefit of, the parties, and to the extent permitted, their successors and assigns.
9. Jurisdiction and venue for any action arising hereunder shall be in the City and County of Denver, Colorado.