



Preschool Program Application

This Agreement is entered into by the Denver Preschool Program, Inc. (“DPP”) and the following named preschool program (“Program”).

Program Name: _____ License Number: _____ EIN Number: _____

Physical Address: _____ City: _____ Zip Code: _____ County: _____

Total number of physical ECE classrooms in your program (Birth-5 years-old): _____
 Total number of physical preschool classrooms in your program with DPP eligible children: _____

Please complete the chart below for all DPP classrooms, mark **n/a** if it does not apply to your Program.

	Half-Day	Full-Day	Extended-Day	Year-Round
Program start and end date				
Number DPP children enrolled				
Number of teacher teams				
Published Tuition Rates				

Program Contact Information

Public Phone #: ____/____/____ Fax #: ____/____/____ Website Address: _____

Please complete the table below for each designated contact, even if the contact will be the same. DPP will use this information to streamline communication for you and your organization.

Program Contact	First and Last Name	Contact #	Contact email
Director			
Primary DPP Contact			
DPP Financial Contact			
DPP Web Contact			

Program Funding

Please check all additional ECE funding sources received by your program:

____ Colorado Child Care Assistance Program (CCCAP) ____ Colorado Preschool Program (CPP)
 ____ Head Start ____ School Readiness ____ Denver Public Schools (DPS) funding other than CPP
 ____ Other (please specify): _____



Classroom Instruction

Is your program a faith-based organization? Yes _____ No _____

If yes, are you able to offer the Denver Preschool Program in a location and at a time different from religious instruction or programming? Yes _____ No _____ *(You must attach a schedule of instruction designating the specific times when religious instruction occurs during the regular day. If you are unable, please explain:*

Will classroom instruction in a language other than English be provided? Yes _____ No _____ (If yes, specify:

Please check the designated curriculum used in your program:

_____ Montessori _____ Reggio Emilio _____ Creative Curriculum _____ DPS ECE _____ High Scope

Other (please specify): _____

Quality Improvement

All programs participating in the Denver Preschool Program must obtain a DPP classroom quality rating which consists of two different assessments. For the first rating, programs can choose to receive the Colorado Shines QRIS Assessment or the appropriate National Accreditation, included in the orientation packet. With either choice, the rating must occur within 12 months of your DPP approval date.

Please check the box of the rating you would prefer for your program:

_____ Colorado Shines QRIS

_____ National Accreditation - If National Accreditation has been selected, a designated DPP team member will contact you to provide guidance.

If you are unsure, please check the box below and a certified coach will contact you for guidance.

_____ Unsure

Additionally, DPP will only cover costs associated with designated DPP classrooms. For the second rating, all participating preschool classrooms will be rated by the Classroom Scoring Assessment System (CLASS™). With the CLASS™, programs must receive their first CLASS™ observation(s) in all DPP classroom(s) within 12 months of your DPP approval date.

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DPP Insurance Request Form



To Whom It May Concern:

Insurance Agent

Contact Person

() ____ - ____
Contact Number

As a participant of the Denver Preschool Program, I request that a Certificate of Insurance be issued to the Holder shown below:

Denver Preschool Program / City and County of Denver
305 Park Avenue West
Denver, CO 80205

The Certificate of Insurance should confirm the following insurance coverage:

- Comprehensive General Liability with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate; and not contain an exclusion for sexual abuse, molestation, discrimination or similar offenses. sexual misconduct coverage of at least \$100,000 per occurrence/\$100,000 aggregate;
 - **Name the Denver Preschool Program and the City and County of Denver should be included as an Additional Insured.**
- Auto Liability with a limit of \$1,000,000 per occurrence for all owned, hired or non-owned vehicles used in the transportation of children (unless a waiver has been approved by the Denver Preschool Program or its representative); and
- Workers Compensation Insurance as required by statute.

Please include in all insurance policies an endorsement that the policy shall not be cancelled without ten (10) days prior notice to DPP for non-payment, and thirty (30) days prior notice to DPP for cancellation or non-renewal for any other reason.

The Certificate of Insurance should be sent to: Chris Miller, Director of Quality Initiatives at the Denver Preschool Program, 305 Park Avenue West, Suite B, Denver, CO 80205, Fax: 720.287.5063, or chris@dpp.org

Thank you,

Program Name (Nombre del programa)

Contact Name (Nombre)

Address (Dirección)

Signature (Firma)

Telephone Number (Número de teléfono)

Date (Fecha)

This form will allow DPP to request a new certificate of insurance from your agent upon renewal of your insurance policies. (Este formulario permitirá a la DPP para solicitar un nuevo certificado de seguro de su agente a una renovación de sus pólizas de seguro.)

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Vehicle Insurance Waiver

DPP providers who do not transport children and therefore do not carry vehicle insurance as outlined below and in the provider agreement:

(iii) automobile insurance in the amount of \$1,000,000 for all hired, non owned and/or owned vehicles;

may elect to complete this waiver in lieu of providing proof of vehicle insurance. By signing this waiver, you proclaim that your program does not transport children at any time during your Denver Preschool Program.

In the event you change your policy, you must immediately notify the DPP and provide proof of insurance, as outlined above and in the Provider Agreement.

In any case, subject to the limitations set out in section V.3, paragraph 2, of the Provider Agreement, if a claim arises, Provider will hold the City and County of Denver and the Denver Preschool Program harmless from Preschool Provider's actions.

PROVIDER (Nombre):

SIGNATURE (Firma):

Title (Título):

Date (Fecha):

This waiver is effective for the current contract year ending August 31, 2017.

Return to (Envíe a): Chris Miller, Director of Quality Initiatives at the Denver Preschool Program, 305 Park Avenue West, Suite B, Denver, CO 80205, Fax: 720.287.5063, or chris@dpp.org

For DPP use only:

Approval Date:

Approved by:

Title:

Workers' Compensation Insurance Waiver

Denver Preschool Program providers who own and operate their own preschool and do not have any employees other than themselves may elect to complete this waiver in lieu of providing proof of workers' compensation insurance. By signing this waiver, you proclaim that you are not obligated to carry workers' compensation as required by statute.

In the event you change your policy, you must immediately notify the Denver Preschool Program and provide proof of insurance, as stated in the Provider Agreement.

In any case, subject to the limitations set out in section V.3, paragraph 2, of the Provider Agreement, if a claim arises, Provider will hold the City and County of Denver and the Denver Preschool Program harmless from Preschool Provider's actions.

PROVIDER (Nombre):

SIGNATURE (Firma):

Title (Título):

Date (Fecha):

This waiver is effective for the current contract year ending August 31, 2017.

Return to (Envíe a): Chris Miler at the Denver Preschool Program, 305 Park Avenue West, Denver, CO 80205, Fax: (720) 287-5063, chris@dpp.org

For DPP use only:

Approval Date:

Approved by:

Title:



Web Profile Form

In order that Denver's families might make the most educated preschool decision possible, the Denver Preschool Program is committed to providing families with a wealth of information about our participating programs. For this reason, we would greatly appreciate your completing or updating the information below to include on the "Find a Preschool" section of our website (feel free to attach additional pages if necessary)! Please visit our website at www.dpp.org to review the information currently available on your program.

Preschool name: _____

Name & title of individual completing this form: _____

Please describe your center or home and what makes your preschool program unique (feel free to use an extra sheet of paper, print information from your website, or send us a brochure that includes this information): _____

Please briefly describe your preschool curriculum: _____

What ages of children do you currently serve? _____

Do you have a separate classroom(s) for preschoolers, or are they integrated with other age groups? _____

Please list your standard hours of operations: _____

Please list your preschool application deadline (if applicable): _____

Please list your website's internet address. You may also provide a link to your Facebook page (if applicable): _____

Parent testimonial – please feel free to provide a quote or story from a parent with a child enrolled in your program that highlights the quality of your center/home: _____

Who should parents contact with questions about your program? Please list name, phone number and/or email address: _____

Would you be willing to have the Denver Preschool Program post your preschool classroom schedule on our website? Yes No

Please also email a picture of your school to chris@dpp.org so we can add it to the website.

Thanks for providing this important information!

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

2016-2017 Provider Agreement

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.

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;

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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 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).

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

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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.

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 20th 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, 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.
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 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).

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- 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.

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.

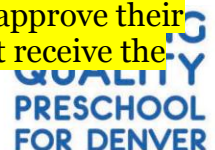
C. Providers choosing the Colorado Shines Level 3-5 Assessment

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 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.

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- 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.
 - 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.

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.

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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.

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Provider Agreement Acknowledgements

_____ confirms you expect to have at least one DPP-eligible child enrolled in your program during the 2016-2017 school year.
Authorized Signer Name _____ (Initials)

_____ confirms you will have _____ physical classrooms that will serve at least one DPP-eligible child .
Authorized Signer Name _____ Number of Rooms _____ (Initials)

By signing below, you are acknowledging that you have read and understand, and are agreeing to continue your participation in the Denver Preschool Program in accordance with terms and conditions of this 2016-2017 Provider Agreement.

Authorized Signer Signature Title Date

Denver Preschool Program, Inc.

Signature Title



New Provider Application: Additional Documents to Submit

- Copy of child care license

- Copy of business license

- Insurance Certificates (DPP can require these directly from your insurance company if we have the Insurance Request Form above)
 - Copy of general liability insurance certificate meeting DPP's minimum requirements, with DPP and the City and County of Denver listed as additional insured
 - Copy of automobile liability insurance certificate meeting DPP's minimum requirements (unless your program qualifies for the vehicle insurance waiver)
 - Copy of workers' compensation insurance certificate meeting DPP's minimum requirements (unless your program is a family child care home provider that qualifies for the workers' compensation insurance waiver)

- Copy of sample DPP classroom daily schedule of activities
 - If your program contains any religious instruction, the daily schedule must list the times of day when this occurs and the total amount of religious instruction during the day.

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