



# 2019-2020 Provider Agreement

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

**Please note: Updates to complete or partial sections to the 2019-2020 Provider Agreement are highlighted.**

FUNDING  
QUALITY  
PRESCHOOL  
FOR DENVER

## **Provider Agreement Introduction**

Dear DPP Provider,

Thank you in advance for renewing your participation with the Denver Preschool Program. We appreciate your continued efforts to champion our vision to ensure that all Denver's children enter kindergarten ready to reach their full potential. Last year we hosted mandatory provider meetings to detail several policies led by our Quality Assurance Program. We believe our preschools have made great strides in complying with these policies, and we would like to remind you of the key areas of focus:

- Extended-day tuition credit definition (page 5): A student can only be billed at the extended-day level if they attend school at least 8 hours per day **AND** 33 hours per week. We have found some sites inaccurately classify students as extended-day when they only attend full-day;
- Policy II.1 (page 6): Tuition Credits and Attendance: Regarding the need to provide DPP with a published tuition rate schedule annually;
- Policy II.2 (page 6): Tuition Credits and Attendance: Regarding the need to immediately provide DPP with an updated published tuition rate schedule should it change during the program year;
- Policy II.8 and II.9 (pages 9-10): Tuition Credits and Attendance: Regarding the clarification of DPP students funded by multiple funding streams and acknowledgment that providers cannot receive more funding than their published tuition rate after combining all funding sources for a particular student; and
- Appendix A (page 22): Two detailed examples of students receiving multiple funding streams to provide clarification on policies II.8 and II.9.  
\_\_\_\_\_ **(initial)**

While we expect providers to read the entire Provider Agreement, we ask you to pay special attention to the areas highlighted in yellow, and to reach out to DPP if you have any questions about any policy in the agreement. DPP also asks providers to initial key clauses throughout this agreement to ensure awareness of new or existing policies that we found needed more clarity.  
\_\_\_\_\_ **(initial)**

Thank you for reviewing the entire 2019-2020 Provider Agreement in detail and do not hesitate to reach out with any questions. We look forward to a great year.

In Partnership,  
Chris Miller, Director of Quality Initiatives  
[Chris@dpp.org](mailto:Chris@dpp.org) or 720-287-5055, ext. 140

## **Background**

DPP helps make preschool possible for all Denver families—regardless of income—through tuition support and access to information. Approved by Denver voters in 2006 and reauthorized in 2014 to extend to 2026, DPP is funded by a .15 percent sales tax. Through the 2017-2018 program year, DPP provided nearly \$106 million in tuition support to help more than 50,000 children.

Our mission is to help Denver fulfill its commitment to its youngest learners. We champion, fund and increase access to quality preschool across our community. DPP is open to and voluntary for all eligible children who live in the City and County of Denver who turn 4 years old by October 1, 2019, and licensed preschool providers that agree to participate in our quality rating and improvement system.

## **Provider Participation and Benefits**

Providers offering part-day, full-day and/or extended-day programs who have at least one DPP-eligible child enrolled qualify 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.

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 financial support for a portion of costs if a 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 list of resources and related 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:** Chris Miller, DPP Director of Quality Initiatives – 720.287.5055, ext. 140 or [Chris@dpp.org](mailto:Chris@dpp.org)

**For parent application/enrollment questions, please contact:** DPP's Enrollment Team from MetrixIQ - 303.595.4DPP (4377) or [info@dpp.org](mailto:info@dpp.org)

**To request DPP marketing items such as family applications, window decals, posters or brochures, please contact:** Tricia Nelson, DPP Director of Communications – 720.287.5055, ext. 180 or [Tricia@dpp.org](mailto:Tricia@dpp.org)

**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, the DPP tuition credit scale, information on how to access quality improvement resources and DPP evaluation results.

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 will be adjusted up or down DURING THE PROGRAM YEAR if any of the following occur:**

- **The provider's Colorado Shines quality rating level changes**
- **A student's participation level changes based on their actual hours of preschool attendance**
- **A student has more than 7 absences in a month**
- **A student has a late start or early end date**
- **A student needs to have their DPP tuition credit lowered so that total funds received by the provider on behalf of the student do not exceed their published tuition rate (see section II. 9 for more details).**

## Definitions

- DPP-eligible child: A child that lives in the City and County of Denver and is in their final year of preschool before kindergarten.
- 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.
- Participation levels:
  - a. Part-day tuition credit: available to DPP-eligible children attending a DPP provider for at least 2.5 hours on the days of attendance AND at least 5 hours per week
  - b. Full-day tuition credit: available to DPP-eligible children attending a DPP provider for at least 5 hours on the days of attendance AND at least 25 hours per week
  - c. Extended-day tuition credit: available to DPP-eligible children attending a DPP provider for at least 8 hours on the days of attendance AND at least 33 hours per week **\_\_\_\_\_ (initial)**
- 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.
- DPP tuition-eligible classroom: A classroom at a participating DPP provider that has at least one DPP-eligible child enrolled.
- DPP quality improvement-eligible classroom: A classroom at a participating DPP provider located in the City and County of Denver that is licensed as a preschool classroom.
- Introduction to Quality: The period before a site receives its first quality rating.
- Student: A DPP-eligible child who receives tuition credit.
- Agreement: This 2019-2020 Provider Agreement.
- Program year: September 1, 2019 through August 31, 2020
- Active provider: DPP-participating program currently eligible to receive tuition credits and other DPP resources
- Inactive provider: A formerly active provider that is not currently eligible to receive tuition credits and other DPP resources

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, Tuition Credit payments and/or quality improvement activities.
4. If requested by DPP, Provider's director or representative agrees to participate in an annual meeting to review DPP's policies and procedures, and to provide DPP with feedback on how DPP can better support its preschool program. Please note DPP reserves the right to determine when attendance at an annual meeting will be required.

## **II. Tuition Credits and Attendance**

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 must be provided to DPP by September 1, 2019.
2. Provider shall notify DPP promptly of any changes to their published tuition rates and must provide DPP with an updated copy of the published tuition rate schedule within 15 days of the change by emailing it to [info@dpp.org](mailto:info@dpp.org), faxing to 303-496-1114 and sending it [monica@denverearlychildhood.org](mailto:monica@denverearlychildhood.org).
3. Provider shall 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. As required by Colorado's Child Care Facility Licensing Rules, "a sign-in/sign-out sheet or other mechanism for parents and guardians must be maintained daily by the center. It must include, for each child in care, the

date, the child's name, the time when the child arrived and left the center, and the parent or guardian's signature or other identifier.” DPP requires the signature or other identifier at both arrival and departure.

- a. If requested, the Provider shall give DPP access to these records for any DPP Student as part of DPP’s Quality Assurance Program (QAP), described in “Section VI. Record Keeping/Report of this Agreement.”

5. Family Applications and Change of Address

- a. If a family chooses to submit their DPP application to the Provider instead of directly to DPP, Provider agrees to scan and email, fax or mail the application to DPP within two business days of receipt.
- b. For DPP-eligible Students receiving Head Start funding, Provider agrees to use DPP’s streamlined family application and spreadsheet for Head Start families. Provider agrees to ensure all documents used to verify residency, age and income for Head Start also meet DPP’s verification requirements as outlined in the Provider Handbook. As part of DPP’s intention to continuously improve our policies and procedures, Provider agrees to submit copies of the above verification documents for each DPP-eligible Head Start student.
- c. If Provider learns that a DPP-approved Student has changed their address of residence, Provider agrees to immediately notify DPP at [info@dpp.org](mailto:info@dpp.org) or 303-595-4377 so DPP can verify continued DPP eligibility and obtain updated address verification documents.

6. 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 2019 attendance is due no later than October 20, 2019). Failure to submit all the required information by the deadline may constitute a forfeiture of payment. DPP encourages Providers to use DPP’s attendance template to streamline the Tuition Credit payment process. Required monthly attendance information for each DPP-approved Student is as follows:

- a. First and last name.
- b. Student’s number of days scheduled to attend (“Days Scheduled”), and number of days actually attended (“Days Attended”).
- c. (if applicable) Date of student’s schedule change during the month (i.e. if a Student increased or decreased his or her hours of DPP participation level between Part-day, Full-day or Extended-day tuition credits during the month, as defined in the Definitions on page 4 of this Agreement, Provider is required to write the date of the schedule change and the new DPP participation level for the Student on the monthly attendance form.

- d. (if applicable) Student's start date (first date of attendance if the Student enrolled in Provider's program during that month).
- e. (if applicable) Student's end date (final date of attendance if the Student left Provider's program during that month).
- f. 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.
- g. Provider agrees to verify the DPP Part-day, Full-day or Extended-day tuition credit participation levels for all Students after receiving the emailed copy of each Student's DPP approval letter and immediately email [info@dpp.org](mailto:info@dpp.org) or call 303-595-4377 if the approval letter reflects the wrong participation level for the Student. Additionally, Provider agrees to verify the DPP participation level for any DPP Student based on their actual level of attendance if requested throughout the year.
- h. Provider agrees to list the name of the person who completed the DPP monthly attendance information on their attendance submittal.

## 7. Tuition Credit Payment and Absence Policy

- a. Full Month Tuition Credit
  - i. When the Days Attended are equal to the Days Scheduled, the full monthly tuition credit amount is paid if the Student was enrolled in the program for the entire month and the Student is approved at the correct Participation Level based on that month's attendance.
  - ii. Grace Period: Absences equal to or less than seven days each attendance month are considered within the "Grace Period" and do not decrease the monthly tuition credit amount.
- b. Tuition Credit Adjustments
  - i. A prorated tuition credit amount will occur when absences exceed the Grace Period (are equal or are greater than eight days each attendance month).
  - ii. Mid-Month Adjustments. DPP will make prorated tuition credit adjustments to reflect the number of Days Attended if the following occurs during the month:
    - 1. When the Days Attended are less than the Days Scheduled because the Student started attending the school after the first school day of the month and/or the DPP approval date is after the first school day of the month, or when the Student leaves the school before the end of the month, the tuition credit payment is prorated.



2. When the Student's DPP participation level in the program changes during the month, the tuition credit amount will adjust corresponding to the date of the change.
  3. When the family's DPP income tier changes due to a change in annual household income or household size, the tuition credit amount will adjust during the month corresponding to the date of the change.
8. 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. \_\_\_\_\_ **(initial)**
9. If the Provider accepts funds from other sources for any DPP Student, the DPP Tuition Credits should supplement funds from those 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, DPP Tuition Credits cannot pay for any parent co-payments (i.e. parent fee) 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. \_\_\_\_\_ **(initial)**
10. The total funds a Provider receives on behalf of a DPP Student from all sources each month, including DPP Tuition Credits, parent fees 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 total 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 total funding into compliance with this current requirement. Provider must review and initial to acknowledge

understanding of this clause by studying the two examples in Appendix A. If needed, Provider will contact Chris Miller at 720-287-5055 ext. 140 for clarification on this clause. \_\_\_\_\_ **(initial)**

11. Tuition Credits are calculated per child based on the 2019-2020 Tuition Credit Scale available in the DPP Provider Handbook and are subject to change at any point during the program 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. Accordingly, if any Student's Tuition Credit amount changes during the year due to any of these reasons, Provider acknowledges that the new Tuition Credit amount will be applied to the Student's tuition bill. It is the Provider's responsibility to notify the Students' families of any changes in the Tuition Credits. Tuition Credits will immediately discontinue for any Student that moves outside of the City and County of Denver. Tuition Credits also are subject to change, including being revoked or suspended, if Provider violates any of the terms of this Agreement as set forth herein.
12. The amount and payment 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.
13. The payment 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. \_\_\_\_\_ **(initial)**

### **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. If Provider voluntarily closes/surrenders its license, involuntarily loses its license, enters adverse or negative licensing action, or is issued a probationary license, Provider agrees to immediately notify DPP by emailing [chris@dpp.org](mailto:chris@dpp.org). \_\_\_\_\_ **(initial)**

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://coloradoofficeofearlychildhood.force.com/oec/OEC\\_Providers?p=providers&s=Rules-and-Regulations&lang=en](http://coloradoofficeofearlychildhood.force.com/oec/OEC_Providers?p=providers&s=Rules-and-Regulations&lang=en)
3. The Provider shall participate in a quality rating and improvement system required 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 promptly 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.

5. The Provider agrees to participate in 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 meet with DPP staff and/or DPP’s quality improvement team members as requested 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 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) 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.
- g. 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 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 **303-496-1114**)
  - 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. **140**.

- 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.
  - 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. \_\_\_\_\_ **(initial)**
- 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. \_\_\_\_\_ **(initial)**

## **VII. Quality Assurance Program**

1. If selected **by DPP or its quality assurance contractor**, the Provider agrees to participate in DPP's required Quality Assurance Program (QAP). Because DPP is funded by a portion of the City and County of Denver's sales tax, DPP will conduct a QAP with randomly selected Providers throughout the year to ensure DPP and DPP's Contractors and Providers are adhering to DPP's policies and procedures. If selected to participate in the QAP, the Provider agrees to submit the following documents pertaining to the month identified within four weeks of receiving the QAP notification letter: \_\_\_\_\_ **(initial)**
  - i. DPP classroom daily schedule
  - ii. DPP attendance sheets
  - iii. Copy of parents' tuition bill(s) for the month
  - iv. Current address on record for specified DPP-approved children
  - v. Copy of daily sign-in sheet(s) for the month
  - vi. Copy of DPP approval letter for specified DPP-approved children
  - vii. Separate table for sources of income for this Student's tuition, including, but not limited to, CCAP, CPP/ECARE/Mill Levy, Head Start, etc.
  - viii. If applicable, supporting documentation for other public funding received by Student (CCAP, CPP/ECARE/Mill Levy, Head Start, etc.)
  - ix. Any other documents requested reasonably related to the QAP process \_\_\_\_\_ **(initial)**
  - a. The Provider acknowledges that failure to provide the required QAP documents described above by the corresponding deadline could result in DPP penalties which could include terminating this Agreement with the Provider.
  - b. The Provider acknowledges that the QAP process may result in a Quality Improvement Plan (QIP), the possibility of retroactive



- repayments to the Denver Preschool Program if the QAP discovers inaccurate business practices, etc. \_\_\_\_\_ **(initial)**
- c. In the event the QAP report recommends a QIP, Provider agrees to cooperate in creating and implementing the plan.
  - d. 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.
  - e. 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 DPP to post the Provider's Colorado Shines Rating Report, CLASS® Observation Reports, or Environmental Rating Scale (ERS) results and Provider demographic information on the DPP website.
  - f. 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.
  - g. The Provider acknowledges the requirement to meet or otherwise confer with DPP staff after conclusion of the QAP process to review the results and discuss any needed next steps. \_\_\_\_\_ **(initial)**
2. Notwithstanding the requirements contained in Section VI and paragraph 1 of this Section VII, 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 Section VI, 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 **Section VI and** paragraph 1 **of this Section VII** 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.

## **VIII. 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 **and/or preschool classroom**.
  - b. Provider agrees to include the DPP family application and DPP **parent letter** in the Provider's general preschool enrollment packet **for DPP eligible students**.
  - 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's logo on any billing information being sent to approved families.

## **IX. 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, 2019, through August 31, 2020. DPP reserves the right to amend this Provider Agreement at any time upon written notice to Providers that would be sent via a letter mailed to the Provider's primary contact, included in the Provider newsletter and posted on the Provider page of DPP's website.
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. \_\_\_\_\_ **(initial)**

## Appendix A – Students Receiving Multiple Funding Sources

### 123 Preschool

Please provide all sources and amounts of revenue applied to tuition for each Student listed for the month identified above.

Student Name	Student A	Student B
Published Tuition	\$ 1,500.00	\$ 1,500.00
DPP Tuition Subsidy	\$ 501.00	\$ 700.00
Family Out-of-Pocket Payment*		
CCCAP Parent Fee**	\$ 200.00	\$ 100.00
Colorado Child Care Assistance Program (CCCAP)	\$ 424.00	\$ 524.00
DPS (CPP, Mill Levy, E-Care)	\$ 375.00	\$ 375.00
Head Start	\$ -	\$ -
Scholarships and Other Sources ***	\$ -	\$ -
<b>TOTAL PUBLIC FUNDING:</b>	<b>\$ 1,500.00</b>	<b>\$ 1,699.00</b>
<b>Family Payment</b>	\$ -	-199
* Exclude CCCAP Parent Fee (see below) ** CCCAP Parent Fee for this child only *** Describe other sources in comments column		
Article II, section 9 of your provider agreement states:  The total funds a Provider receives on behalf of a DPP Student from all sources each month, including DPP Tuition Credits, parent fees 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 total 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 total funding into compliance with this current requirement.		

**Student A Example:** The total amount collected from the provider for Student A of \$1,500 is equal to the provider's published tuition rate of \$1,500. Provider is adhering to DPP policy for Student A.

**Student B Example:** The total amount collected from the provider for Student B of \$1,699 is greater than the provider's published tuition rate of \$1,500. **Provider is not adhering to DPP policy for Student B and must reduce the total amount collected for Student B by \$199 so that they do not collect more than the published tuition rate of \$1,500.** \_\_\_\_\_ (initial)