

## 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: \_\_\_\_\_

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 of DPP children enrolled (live in the City and County of Denver and last year of preschool before kindergarten)				

### 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 \_\_\_\_\_ Colorado Shines Quality Improvement (CSQI)

\_\_\_\_\_ 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 a Colorado Shines Rating 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. 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 can choose to receive their rating in the same year and month as their Colorado Shines Rating or National Accreditation or in alternating years.

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

\_\_\_\_\_ Colorado Shines Rating - If the Colorado Shines Rating has been selected, please indicate the month and year you would prefer to receive your rating: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

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

If you are unsure of how to choose your quality rating dates, check the box below and a certified coach will contact you for guidance. \_\_\_\_\_ Unsure

**FUNDING  
QUALITY  
PRESCHOOL  
FOR DENVER**

## Tuition Credit Payment

The Denver Preschool Program calculates tuition credit payments based on the information submitted by the preschool program on the monthly attendance report. Once the amount of payment is determined, DPP will transfer payment directly to the preschool programs designated account on behalf of the eligible child's family. To ensure prompt payment, please complete the information below.

Filling in this information authorizes the Denver Preschool Program to initiate credit transactions and correcting debit transactions to the designated account. A debit withdrawal will only occur to this account if a credit (deposit) is originated in error. You will be notified if a debit to your account occurs. In order to change or cancel authorization on the account information listed below, you **MUST** submit a written request to DPP at 305 Park Avenue West, Suite B, Denver, CO 80205. Please include the name of the authorized person who will be handling matters related to the account.

Account Type (check one): Checking\_\_\_\_\_ Savings\_\_\_\_\_

Name of Authorized Account Contact:

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Bank Name: \_\_\_\_\_

**Account Routing  
Number**

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**Bank Account  
Number**

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## Authorizing Agreement

By signing this agreement, you are agreeing to participate as outlined in the DPP Program Agreement, a copy of which can be found attached or viewed on our website at <http://www.dpp.org/for-preschools/provider-login>. Additionally, you are permitting DPP to post the results of your Qualistar Quality Rating Report (QRR), CLASS™ rating, DPP classroom rating and your preschool program's demographic information on the DPP website.

**Denver Preschool Program, Inc.,  
a Colorado non-profit corporation**

By: \_\_\_\_\_

Title: President & CEO

DPP Approval Date: \_\_\_\_\_

**Participating Preschool Program:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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*, earlier.

**\*Note:** The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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](mailto: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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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. commonwealths and 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.



# 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)

**Provider Acknowledgements****Provider Name:** \_\_\_\_\_

You confirm you expect to have at least one DPP-eligible child enrolled in your program during the **2019-2020** school year. \_\_\_\_\_ **(initial)**

You confirm you will have \_\_\_\_\_ physical classrooms that will serve at least one DPP-eligible child during the **2019-2020** school year. \_\_\_\_\_ **(initial)**

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 **2019-2020** Provider Agreement.

**Provider Name:** \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Denver Preschool Program, Inc.**

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**All providers:** Please continue to the pages below to complete the Insurance Request Form and designate if your program qualifies for the Vehicle Insurance Waiver.





## **DPP Insurance Request Form (Required for all providers)**

To Whom It May Concern:

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 and 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 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

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:**

**Attn: Denver Preschool Program Coordinator, Denver's Early Childhood Council, 3532 Franklin Street, Suite F, Denver, CO 80205; Fax: 1-866-802-0563, [dpp@denverearlychildhood.org](mailto:dpp@denverearlychildhood.org)**

**Program Name :** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Printed Name of Signatory:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**This form will allow DPP to request a new certificate of insurance from your agent upon renewal of your insurance policies.**

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**Vehicle Insurance Waiver (If applicable)**



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.

**Please select one option below:**

- ☐ **My program does transport children** during our Denver Preschool Program.
- ☐ **My program does not transport children** at any time during our Denver Preschool Program.

PROVIDER: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This waiver is effective for the current contract year ending August 31, 2020.

**Return to:** Denver Preschool Program Coordinator, Denver's Early Childhood Council, 3532 Franklin Street, Suite F, Denver, CO 80205 ; Fax: 1-866-802-0563, [dpp@denverearlychildhood.org](mailto:dpp@denverearlychildhood.org)

***For DPP use only:*** \_\_\_\_\_

**Chris Miller, Director of Quality Initiatives  
Denver Preschool Program**

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### **Workers' Compensation Insurance Waiver (If applicable)**

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.

### **Please select one option below:**

- ☐ **My program is obligated to carry workers' compensation insurance**
- ☐ **My program is not obligated to carry workers' compensation insurance** (please only select this option if you own and operate your own preschool and do not have any employees other than yourself)

PROVIDER: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This waiver is effective for the current contract year ending August 31, 2020.

**Return to:** Denver Preschool Program Coordinator, Denver's Early Childhood Council, 3532 Franklin Street, Suite F, Denver, CO 80205 ; Fax: 1-866-802-0563, [dpp@denverearlychildhood.org](mailto:dpp@denverearlychildhood.org)

***For DPP use only:***

**Chris Miller, Director of Quality Initiatives  
Denver Preschool Program**

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## 2019-2020 DPP Quality Improvement Acknowledgment

This acknowledgment is made by

**Provider Name:** \_\_\_\_\_  
for Quality Improvement (QI) services funded by the Denver Preschool Program to be conducted in \_\_\_\_\_  
preschool classrooms.

Through this acknowledgment,

**Provider Name:** \_\_\_\_\_  
will receive resources to support overall quality improvement (QI) within DPP classroom(s).

This acknowledgment shall be in effect September 1, 2019, through August 31, 2020, and is contingent upon available funding.

**Provider Name:** \_\_\_\_\_  
**agrees to:**

1. Cooperate with Quality Improvement Coaches associated with the Denver Preschool Program quality improvement system. This includes meeting regularly with the assigned Coach and attending all scheduled trainings and meetings.
2. Cooperate with the DPP CLASS® Rating Team, and allow the center or family child care home to receive a CLASS® Observation, as scheduled during the course of this acknowledgment.
3. Implement QI activities recommended in the designated Quality Improvement Plan, the NAEYC/NAFCC standards (when applicable), or by the assigned Coach and/or the Denver Preschool Program Quality Improvement Committee.
4. Maintain facilities properly licensed and in good standing by the Colorado Department of Human Services, Division of Early Care and Learning, Office of Early Childhood.
5. 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 Department of Human Services to report any 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 individuals will notify the appropriate staff if such a report needs to be made and, if needed, will work with the Program on a plan to remedy the problem. The Denver Preschool Program reserves the right to suspend or terminate DPP quality improvement resources if serious licensing violations are not addressed as required by the Division of Early Care and Learning, Office of Early Childhood Complaint Investigation Guidelines.
6. Cooperate with DPP and all DPP representatives such as, Denver's Early Childhood Council staff, Clayton Early Learning staff, DPP CLASS® Rating Team, assigned QI Advisors/Coaches, classroom observers, and/or data collectors in the reporting of suspected child abuse or neglect.

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7. Achieve specific and measurable gains related to the Pre-K CLASS® observation and Colorado Shines QRIS (or DPP-recognized Colorado Shines alternative pathway accreditation) in order to maintain funding eligibility as outlined in Section IV, Eligibility, of the DPP Provider Agreement.

8. Acknowledge that the Denver Preschool Program reserves the right to terminate QI funding following performance review and/or evaluation if, in the sole discretion of the Denver Preschool Program, the Provider cannot meet their obligations as outlined above or the 2019-2020 DPP Provider Agreement.

9. Acknowledge that the Denver Preschool Program reserves the right to adjust the amount of quality improvement funding available to the Provider at any time if it is found the Provider had a different number of physical DPP classrooms or different quality rating level as of September 1, 2019, than the values used to calculate the funding amount.

9. Acknowledge that all funding requests are subject to approval by the Provider's DPP coach, and that all requests must be submitted by the deadline(s) to be designated by DPP for the 2019-2020 program year.

10. Should a Program choose to end participation in DPP, close, or if the Program's business is sold during the current program year, the Program acknowledges it may be required to either return any materials purchased with Denver Preschool Program quality improvement grants, or purchase these materials at a depreciated value.

### **2019-2020 DPP Annual Quality Improvement Resources**

The resources described below will be available to all Denver County DPP Providers. All funding amounts are to be determined based on DPP's overall budget for the 2019-2020 program year and will be communicated to Providers by September 2019. QI resources will include items such as coaching hours, staff training, early childhood conferences or college coursework and/or classroom learning materials based on the needs of your DPP classrooms and teaching staff.

### **Provider Acknowledgements**

#### **Provider Name** \_\_\_\_\_

will receive access to quality improvement resources that can be requested to support quality improvement within DPP classrooms for the 2019-2020 program year.

My signature certifies that I have read, understand and agree to the Denver Preschool Program Quality Improvement Acknowledgment and policies for the use of the Quality Improvement Resources.

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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### **New Provider Application: Additional Documents to Submit**

- 1. Copy of child care license**
- 2. Copy of business license**
- 3. Insurance Certificates (DPP can request 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)
- 4. 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.
- 5. Copy of published tuition rates**