



Provider Agreement

www.dpp.org

Dear Preschool Providers,

Welcome, and thank you for your interest in the Denver Preschool Program!

This letter provides background on the program, benefits to you as a preschool provider, next steps in the application process, and contact information for questions and concerns.

Background

The Denver Preschool Program (DPP) is the result of a ballot initiative approved by voters in November 2006. Our mission is to increase access to quality preschool for all City and County of Denver children in their last year of preschool before kindergarten by providing parents with a tuition credit to use at the preschool of their choice and providing preschools with grants for quality improvement. DPP is open and voluntary for all eligible children and includes licensed preschool providers that participate in the quality improvement system.

Preschools offering half-day, full-day and extended-day programs are eligible to participate. Parents who reside in the City and County of Denver can use their tuition credit at preschools located outside the City and County of Denver; however, only preschool providers within the City and County of Denver are eligible for DPP funding to support quality improvement plans.

Provider Benefits

DPP seeks to improve the quality of preschool for all children, and your role as a provider is very important to that goal. Here's a quick list of the benefits available to you as a DPP preschool provider.

All preschools

- Tuition credits for parents enrolled in your program.
- Parents who do not wish to receive the tuition credit have the option of donating it back to their child's provider, and in this way the program encourages financial support through charitable giving.

Preschools located in Denver

- DPP pays for the Qualistar rating process, a total of \$1,200 per classroom or \$4,175 per site.
- DPP provides quality improvement grants of approximately \$3,000 per classroom for professional development, coaching and materials and supplies.
- Staff eligible for TEACH scholarships for up to \$1,700.

Application Process

We appreciate your interest in DPP, and we're looking forward to having you join us. Here is an outline to help you complete the application process. After your application is processed, you will receive an approval letter from DPP authorizing your preschool as a participating provider.

- Read the Provider Agreement as it outlines the terms and conditions of your program's participation in the Denver Preschool Program. Fill out the required information on the inserted form and attach the most recent copy of your tuition rate schedule to this form, then sign and date the coversheet.
- Send a copy of your certificate of insurance that includes the provisions as outlined in the *Insurance* section of the Provider Agreement to the Denver Preschool Program. If you have any questions or you do not have the required insurance, please contact Karen Enboden of Qualistar at 303-339-6835.
- If your agency runs multiple preschools, fill out one Provider Agreement for each center that has a different Qualistar rating, National Association for the Education of Young Children (NAEYC) accreditation or National Association for Family Child Care (NAFCC) accreditation. In addition, please provide an insurance certificate for the entire agency that lists the centers for which there are Provider Agreements.
- Send the completed Provider Packet, including signed cover letter from the Provider Agreement, most recent copy of your program's Tuition Rate Schedule and Insurance Certificate to:

Qualistar Early Learning
Attn: Karen Enboden, Denver Preschool Program
3607 Martin Luther King Blvd.
Denver, CO 80205

Resources

Below is a listing of contact information should you have any questions or concerns during the application process or at any point during your participation in DPP. You can also visit the DPP Web site at www.dpp.org for more information.

Preschool provider application/enrollment and agreement: Karen Enboden, Qualistar, 303-339-3835.

Preschool provider insurance: Karen Enboden, Qualistar, 303-339-6835.

Qualistar rating process: Karen Enboden, Qualistar, 303-339-6835.

Parent application/enrollment: 303-595-4DPP.

Please do not hesitate to contact us if you have any questions. Thank you for your continued dedication to this important effort. As we all know, education is absolutely the key to our future – and ensuring that Denver parents have access to quality, affordable preschool for their children is a critical part of improving our education system overall.

Sincerely,

James E. Mejía
 Chief Executive Officer
 Denver Preschool Program

Denver Preschool Program (DPP) will issue Tuition Credits to eligible Denver parents or guardians to pay a portion of the tuition of a child ("Student") in the year before he or she is eligible to attend kindergarten. In consideration of providing such tuition credits, the Provider agrees to:

I. Program

1. Provide the preschool program for children in their last year of preschool prior to kindergarten in substantially the same form as advertised to the parents and provided to DPP, including but not limited to curriculum, physical location and facilities, staff and hours, unless any substantial change is approved in writing by DPP. Provider needs eligible child enrolled in preschool program to enroll in DPP.
2. Promptly notify DPP of a change of Provider's Director of its program for children in their last year of preschool before being eligible for kindergarten.

II. Tuition Credits

1. Charge all children in their last year of preschool prior to kindergarten enrolled in its preschool program during the school year the same tuition rates as set forth on current Rate Schedule. In no event shall the charge for a child not participating in DPP program be less for comparable hours than the charge for a Student who is participating in the DPP program. The Provider's Rate Schedule for the preschool program serving children in the year before being eligible for kindergarten shall not be changed during the school year.
2. Notify DPP promptly when a Student has been absent 7 days within a month. Tuition will be prorated thereafter for each additional day of the month for which the student is absent. In no event will DPP pay future tuition until notified by the Provider that the child 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.
3. Promptly process and submit all information required by DPP to process tuition credit payments to the Provider. Failure to submit all the required information may, at the option of DPP, constitute a forfeiture of payment. Provider, however, will have a reasonable opportunity to submit any omitted information to DPP before forfeiting said payment(s).
4. Provider shall not use tuition credits, grants or technical assistance derived from the Denver Preschool tax to engage in inherently religious activities, such as worship, religious education or instruction, or proselytization. If 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 Denver Preschool 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 Denver Preschool Program activities are held. Nothing in this Agreement shall be construed to affect 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.
5. Tuition Credits are intended to supplement funds from the Colorado Child Care Assistance Program ("CCCAP"), Head Start, and the Colorado Preschool Program ("CPP"). In the event

Provider, parent or guardian is disqualified from participating in CCCAP, Head Start or CPP 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.

III. Quality

1. During any time the Provider is receiving Tuition Credits on behalf of any Students, the Provider either (i) shall maintain its license under the Colorado Child Care Licensing Act, §§ 26-6-101, et seq., C.R.S., as amended, and Chapter 11 of the Denver Municipal Code, or (ii) shall be an early childhood education program administered by Denver Public Schools pursuant to the Colorado Preschool Program Act, §§ 22-28-101, et seq., C.R.S., as amended.

2. The Provider shall participate in a quality improvement system mandated by DPP, including mandatory 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 required training shall also include how to participate in the quality improvement system and how to provide documentation to the organizations approved by DPP to collect such data.

IV. Insurance

1. Subject to any variations which DPP may approve, at its discretion, obtain and maintain insurance policies with a responsible carrier. At a minimum, you must carry (i) comprehensive general liability insurance in the amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general 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; and (v) a retro date on or before 07/01/07 with a three-year extended reporting period in the event that the general liability policy is written a claims-made basis. (The City and County address is 1437 Bannock; Denver, CO 80202.)

If you do not provide transportation as part of your preschool program, you may receive assistance with a transportation insurance waiver by contacting Karen Enboden of Qualistar at 303-339-6835.

The items above are minimums and the provider may elect to carry broader or higher limits. 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 day (30) day 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.

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.

Nothing in this Agreement is intended by either party to waive any rights under such laws.

4. In the event Provider fails to maintain the insurance reflected on the attached Certificate of Insurance, 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.

V. Record Keeping/Reporting

Subject to 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):

1. Maintain for 3 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.
2. If Provider is enrolled in the electronic card attendance record, such card shall be swiped only by the applicable parent or guardian in accordance with the rules and regulations issued by DPP or its applicable independent contractor.
3. Provide DPP, as requested, information and data regarding Provider's program and the Student(s) to assist DPP in evaluating the Provider, Provider's program and the progress of the Student(s).
4. Permit DPP to share with parties, reasonably designated by DPP, information about the Provider's program and its Students, including technology and methodology, evaluation, rating and quality improvement. Permit Qualistar Early Learning, the DPP rating contractor, to provide information obtained through the rating process to parties reasonably designated by DPP as needing this information for purposes of tuition credit reimbursement, quality reimbursement, quality improvement, and evaluation. Permit the DPP to post your program's quality rating and demographic information on the DPP website.
5. Provide DPP with access during reasonable business hours to the records of Provider and the children enrolled in DPP at the Provider's preschool, and to permit representatives of DPP to observe the program and its students.

6. Notwithstanding the requirements contained in subparagraphs 1 through 5 of this Section V, the parties agree that certain information maintained by Provider is confidential and cannot be disclosed without the proper authorization. Nevertheless, conditioned upon DPP obtaining the releases referred to above in this Section V, Provider shall release to DPP and its employees, agents, and assigns what may be confidential information that may be subject to nondisclosure under state and federal law. Therefore, the Provider shall provide written notification to DPP at the time of disclosure or, if the information is given verbally, within 10 days from the date of disclosure that the information is confidential. Accordingly, DPP agrees to maintain confidential information and records provided by Provider to the extent applicable state and federal laws require. Moreover, DPP will promptly notify 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.

7. Conform to all applicable State and Federal regulations and local law applicable to Provider.

Record Keeping and Reporting paragraphs 1 thru 5 shall survive the termination of this Agreement.

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.

VI. 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 an illegal alien 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 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. Provider Agreement will expire June 30 of each calendar with annual renewal.
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.

**DENVER PRESCHOOL PROGRAM, INC.
Provider Agreement**

This Agreement is entered into by the Denver Preschool Program, Inc (“DPP”) and the following named preschool provider (“Provider”). The following are the basic terms of the Agreement:

Name of Preschool: _____

Preschool Address: _____
(street, city, county, and zip code)

Phone Number: _____ E-mail Address: _____

Fax Number: _____

Preschool License: _____ EIN Number: _____

For prompt payment directly to your account, please fill out the information below.

Bank Name: _____

Routing Number

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Bank Account Number

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Checking

Savings

Filling in the above information authorizes the Denver Preschool Program to initiate credits and correcting debits to the above 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. As a provider you also agree to submit a request, in writing, to change or cancel this authorization. Please include the name of the person who will be handing matters related to the account if the person is different from the person signing the Provider Agreement.

Account Contact Name: _____

Funding

Are you a recipient of funds from the following Programs?

CCCAP: ID No. _____ CPKP: _____ Head Start: Grantee _____

Faith-Based

Are you a faith-based organization? Yes___ No___

If so, are you able to offer the Denver Preschool Program in a location and at a time different from whatever religious programs/instruction you offer? Yes___ No___

If you cannot, please explain the reasons:

Instruction

Do you provide classroom instruction in a language other than English? Yes___ No___

If yes, please list language(s): _____

THE TERMS AND CONDITIONS INCLUDED IN SECTIONS ONE (I.) THROUGH SIX (VI.) ARE AN IMPORTANT PART OF THIS AGREEMENT AND MUST BE REVIEWED CAREFULLY BEFORE SIGNING THIS AGREEMENT.

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

PROVIDER:

By: _____

By: _____

Title: _____

Title: _____

DPP Approval Date: _____

Date: _____

PROVIDER MUST ATTACH TO THIS AGREEMENT (1) ITS CURRENT RATE SCHEDULE FOR BOTH FULL TIME AND PART-TIME STUDENTS ENROLLED IN ITS PRESCHOOL PROGRAM, AND (2) ITS CERTIFICATE OF INSURANCE.

PLEASE SUBMIT AGREEMENT TO:

Qualistar Early Learning
Attn: Karen Enboden, Denver Preschool Program
3607 Martin Luther King Blvd.
Denver, CO 80205

Fax: 720-941-6651

Email: kenboden@qualistar.org