



2012-2013 Provider Agreement

www.DenverPreschoolProgram.org



Background

The Denver Preschool Program (DPP) is the result of a ballot initiative approved by Denver 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 licensed preschool providers that agree to participate in our quality rating and improvement system.

Preschools offering part-time, full-time and extended-time 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 in reaching 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 allocating 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 quality rating process, through Qualistar Colorado, National Association for the Education of Young Children, or National Family Child Care Association
- DPP may provide quality improvement funding for professional development, coaching, materials and supplies, subject to funding.

Application Process

We appreciate your interest in DPP, and look forward to having you join us. Here is an outline to help you complete the application. 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 Provider Agreement application then sign and date the application.



- If your agency runs multiple preschools, fill out one Provider Agreement application for each center that has a different Qualistar Rating™, National Association for the Education of Young Children (NAEYC) accreditation, National Association for Family Child Care (NAFCC) accreditation or state issued license number.

Please include the following attachments:

- 1) Most recent copy of your Tuition Rate Schedule.
 - 2) Copy of certificate of insurance that includes the provisions as outlined in the *Insurance* section of the Provider Agreement to the DPP.
 - 3) List of DPP eligible children (in their last year of preschool before kindergarten) that are currently enrolled in your program.
- Send the completed Provider Packet, including signed application from the Provider Agreement, and attachments to:

Qualistar Colorado
Attn: Denver Preschool Program Coordinator
3607 Martin Luther King Blvd.
Denver, CO 80205
Fax: 1.888.303.1688

Resources

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

For Preschool provider questions, please contact: DPP Coordinator at Qualistar - 303.339.6832.

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

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

The 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. Provision of tuition credits is contingent upon the annual funding from the City and County of Denver to the Denver Preschool Program. In consideration of providing such tuition credits, the Provider agrees to:

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. Provider needs an eligible child enrolled in their preschool program to enroll in DPP.

2. Promptly notify DPP of a change of Provider's Director of its preschool program.

II. Tuition Credits

1. In no event shall the charge for a child not participating in DPP be less for comparable hours than the charge for a Student who is participating in DPP. The Provider's Tuition Rate Schedule for the preschool program serving children in the year before being eligible for kindergarten shall not be changed during the school year as established by the Denver Preschool Program.

2. Notify DPP promptly when a Student has been absent 7 days or more 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. Notify DPP promptly when a Student has terminated enrollment.

4. Notify DPP promptly when a Student has changed their hours of enrollment.

5. Process and submit all information required by DPP to process tuition credit payments by no later than the 20th of the month subsequent to the month during which the services were provided. Failure to submit all the required information may constitute a forfeiture of payment.

6. 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.

7. Tuition Credits are intended to supplement funds from other sources, including but not limited to the Colorado Child Care Assistance Program ("CCCAP"), Head Start, Colorado Preschool Program ("CPP") and Early Reading First ("ERF"). In the event Provider, parent or guardian is disqualified from participating in CCCAP, Head Start, CPP, ERF or other identified funding source because of some inappropriate conduct or misrepresentation, the DPP Tuition Credits that would otherwise be paid during the



period of such disqualification shall be forfeited.

8. In the event public funding is collected for any given child enrolled with the Provider, Provider agrees that the aggregate of all public funding for such child, including any funds contributed by Denver Preschool Program, shall not exceed the Provider's published tuition rate applicable to such child. In the event the aggregate amount would otherwise exceed such published rate, the Provider shall promptly notify DPP, and shall advise DPP as to what funding has been reduced to bring the aggregate funding into compliance with this requirement.

9. The amount and distribution of tuition credits are contingent upon the annual funding from the City and County of Denver to the Denver Preschool Program.

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.

3. Distribution of quality improvement funding is dependent upon the annual funding from the City and County of Denver to the Denver Preschool Program.

IV. Eligibility

1. In order for DPP providers to maintain active status in the program and to remain eligible for DPP funding, they must agree to achieve specific and measurable gains in the quality rating as follows:

- A. Sites with a quality rating of provisional (0 stars) on their Qualistar Rating™ must:
 - a) Achieve at least a star rating of one (1) on their next Qualistar Rating™.
 - i. Additionally, in the event a provisional (0 star) site has a Learning Environment score of less than six (6), then that site must also increase its Learning Environment score by at least two (2) points.



- b) Develop and submit an action plan to DPP that responds to the specific concerns and recommendations included in the site's Quality Performance Profile and Quality Improvement Plan. This action plan must outline the particular steps the site intends to take – and who is responsible for completing them – to ensure the site attains at least a star rating of one (1) on its next Qualistar Rating™.
 - c) Agree to participate in a check-in at the midway point of the rating cycle (approximately 12 months after the initial rating) that will assess the site's quality improvement progress to date to ensure the site is on track to meet the minimum quality improvement targets outlined above.
- B. Sites with a quality rating of one (1) to two (2) stars on their Qualistar Rating™ must:
- a) Increase the total number of their overall points on their next Qualistar Rating™ by at least four (4).
 - i. Additionally, in the event a one (1) to two (2) star site has a Learning Environment score of less than six (6), then at least two (2) of the four (4) points gained must be earned in the Learning Environment component.
 - b) Develop and submit an action plan to DPP that responds to the specific concerns and recommendations in the site's Quality Performance Profile and Quality Improvement Plan. This action plan must outline the particular steps the site intends to take – and who is responsible for completing them – to ensure the site increases its next quality rating by the minimum number of points indicated in 2.a. above.
 - c) DPP reserves the right to schedule a check-in at the midway point of the rating cycle (approximately 12 months after the initial rating) that will assess the site's quality improvement progress to date to ensure the site is on track to meet the minimum quality improvement targets outlined above.
- C. Sites with a Qualistar Rating™ of three (3) or four (4) stars are expected to maintain a minimum of a 3-star rating. If a site with a previous rating of three (3) or four (4) stars falls below a 3-star rating, that site becomes subject to the same requirements outlined above for provisional (0) to two (2) star sites.
- D. Sites with NAEYC or NAFCC Accreditation are encouraged to maintain this accreditation.
- a) If a program loses their accreditation status and does not otherwise have a Qualistar Rating™, they must obtain a Qualistar Rating™ within one calendar year from the date on which their accreditation expired. Until that Qualistar Rating™ is attained, the site will qualify as an "Intro to Quality" program and be reimbursed at provisional (0 star) rates.



- b) If a program loses their accreditation status and does not have a Qualistar Rating™ in place, they become subject to the same guidelines outlined above for all other Qualistar-rated programs.
- E. If a site fails to meet the criteria outlined in 1.A - 1.D above, that site may, at DPP's discretion, lose their active status in the Denver Preschool Program and may no longer be eligible for DPP funding.
- a) If a site loses their active DPP status and wishes to regain it, the site must pay for either their own quality rating or accreditation and must attain the same benchmark toward which they were previously accountable under 1.A – 1.D. If and when this benchmark is achieved, the site can return to active status and once again become eligible for DPP funding.

V. 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; (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 3607 Martin Luther King Blvd, Denver, CO 80205 or by fax to 1-888-303-1688)

If you do not provide transportation as part of your preschool program, you may receive assistance with a vehicle insurance waiver by contacting the Qualistar Denver Preschool Program Coordinator at 303-339-6832.

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 (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.



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.

VI. 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. 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).

3. 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 Colorado, 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.

4. 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.



5. Notwithstanding the requirements contained in subparagraphs 1 through 4 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.

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

Record Keeping and Reporting paragraphs 1 thru 4 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.

VII. 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 year 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.