

Universal Preschool (UPK) Colorado Program Service Agreement

This Universal Preschool (UPK) Colorado Program Service Agreement (Agreement) is entered into by and between the Colorado Department of Early Childhood (CDEC) and _____
(Provider), located at _____.

The Agreement includes Exhibit A - Universal Preschool (UPK) Colorado Program Service Agreement Terms and Conditions, and Exhibit B - HIPAA Business Associate Agreement, hyperlinked below. The term (Term) of the Agreement, as defined in Section 2 of Exhibit A, begins July 1, 2023 (Effective Date) and ends June 30, 2024 (Expiration Date.).

Provider agrees to provide preschool services in conjunction with UPK Colorado, a program financed and governed by CDEC, during the 2023-2024 school year. Provider agrees to provide these services in compliance with Part 2 of the Colorado Universal Preschool Program Act, §26.5-4-201, C.R.S., et seq., and regulations promulgated at 8 C.C.R. 1404-1 ("Universal Preschool Program").

Provider agrees to provide each student eligible for UPK Colorado with a minimum of part-time, tuition-free, high-quality preschool programming per school year. Provider may provide eligible students with additional hours up to and including full-day preschool services. These services must adhere to Provider's licensed ratio. Provider agrees to serve eligible children during the 2023-2024 school year. Provider shall comply with all requirements of UPK Colorado, including, without limitation, the following:

Program Requirements

- Provider must be licensed by CDEC to deliver preschool program services to eligible children. Provider will adhere to the requirements of its license at all times.
- Provider must have eligible children enrolled in its preschool program to qualify as a participating Provider.
- Provider must agree to guarantee families at least the minimum number of hours defined in 8 C.C.R. 1404-1 for the rate that is provided.
- Provider will deliver a preschool program for eligible children in substantially the same form as advertised to parents, including but not limited to physical location and facilities, staff and hours. Any substantial program change must be approved in writing by CDEC.
- Provider agrees that its director(s) or delegate(s) will participate in meetings conducted by CDEC to review policies and procedures, or other matters of importance to UPK Colorado. CDEC will work with Provider to ensure that attendance at meetings does not disrupt UPK Colorado or other preschool or child care programs offered by Provider.
- Provider is encouraged to offer CDEC feedback on how CDEC and Local Coordinating Organizations (LCOs) can better support UPK Colorado.
- Provider understands that the allocation of slots may be amended on a quarterly basis in conjunction with Provider payments if the number of awarded slots is not filled or if a greater number of slots is needed, provided funds are available.

Attendance and Reimbursement

- Provider will ensure that accurate enrollment and attendance records are kept for each child.
- Provider agrees to post preschool tuition costs on the Provider's page in the Universal Preschool Colorado Application Portal (Application Portal).

- Provider shall not charge a family participating in UPK Colorado tuition that exceeds the amount that is charged to families of preschool-aged children that do not participate in UPK Colorado.
- Provider must ensure that funding from UPK Colorado does not supplant funding from other sources used to support other services provided by Provider.
- Provider agrees to adhere to all deadlines and submit documents as required by CDEC. Attendance records, annual calendars, bell schedules, hours of operation, tuition schedules, and detailed expense reports, must be retained for verification and payment authorization, and must be provided to CDEC upon request.
- Should a student cease enrollment or otherwise withdraw, Provider must notify the LCO within the same week of such withdrawal through the Application Portal.
- CDEC will pay Provider in accordance with the adopted provider rate on a per-slot quarterly (August-May) basis for students that applied and were approved through the Application Portal. CDEC may make adjustments quarterly to ensure provider capacity and family access across the State.
- Provider will ensure that individual children are not counted or claimed for reimbursement for full-day care by more than one funding source.

Quality Assurance

- Provider agrees to adhere to the quality standards identified in §26.5-4-205, C.R.S., which will be developed with UPK Colorado providers and adopted into CDEC's rules prior to the 2023-2024 launch of UPK Colorado. At a minimum, quality standards must include:
 - Child care licensing requirements with which preschool providers are required to comply.
 - Quality standards relating to health and safety as a condition of participating in UPK Colorado.
 - Minimum numbers of contact hours of instructional services established in rule for universal preschool services, which must not be less than 360 hours per school year.
 - Requirement that each preschool provider provide eligible children an equal opportunity to enroll and receive preschool services regardless of race, ethnicity, religious affiliation, sexual orientation, gender identity, lack of housing, income level, or disability, as such characteristics and circumstances apply to the child or the child's family.
 - Maximum allowable educator-to-child ratios and group sizes.
 - Qualifications for preschool teachers, which must not require preschool teachers to be licensed and must allow preschool providers to employ a non-licensed preschool teacher as long as the teacher meets other qualifications established by CDEC rules.
 - Standards for preschool services that, at a minimum, are aligned with the Colorado early learning and development guidelines across all early childhood domains approved by the Early Childhood Leadership Commission and with the Colorado Academic Standards adopted by the State Board of Education.
 - Limitations on the use of, and required procedures for, out-of-school suspensions and expulsions.
 - Standards for family and community engagement to ensure that the preschool providers engage with parents and neighborhood leaders in a formal and meaningful way, including seeking input for policy and programming decisions.
 - Requirements for serving children who are dual-language learners.
 - Requirements for offering voluntary vision, hearing, dental, and health screenings, and, upon parent request, referrals to appropriate health providers for children who are enrolled by a preschool provider.

Curriculum and Assessment

- Provider agrees that all educational services performed will meet or exceed the requirements of UPK Colorado.
- Provider is encouraged to participate as a partner in the effort to define a “high quality” UPK learning environment including instructional approach, curriculum and assessment tools, and use expectations. At a minimum Provider must:
 - Participate in developing instructional standards
 - Contribute to a resource library of aligned evidence based resources
 - Participate in aligned pilot programs
 - Complete survey requests
 - Join work groups

Data Management

- Provider agrees to submit any additional information and/or documentation requested by CDEC related to Provider’s participation in UPK Colorado .
- Provider agrees to report data in the Application Portal on at least a monthly basis, detailing UPK Colorado enrollment and open slot capacity. Provider agrees to report data for the previous month by the 15th day of the next month.

Provider Rights

If Provider contends that CDEC or its payment vendor has not made adequate payment based on program rules for care provided, Provider has the right to an informal conference with CDEC.

- Provider may request a conference in writing within 10 Business Days, as defined in Section 3 of Exhibit A, of the date Provider was to receive the disputed payment.
- Provider request should be addressed to CDEC Director of the Division of Universal Preschool.
- Provider may request that CDEC staff participate in the conference. That participation may be by telephone conference.
- The conference shall be held within 10 Business Days of the date that the written request is received by CDEC.
- The purpose of the conference will be limited to discussion of the payments in dispute and the relevant rules regarding payment.
- The final decision of CDEC shall be mailed to Provider within 15 Business Days of the conference date.

CDEC Responsibilities

- CDEC will, through a payment vendor, reimburse Provider for authorized, attended, and properly recorded preschool participation. Payments to Provider will be based on rates set by rule at 8 CCR 1404-1.
- CDEC will, through the Application Portal, determine a family’s eligibility for universal preschool services within 20 Business Days of receiving a complete application packet pending verification.
- CDEC will provide an informal conference within 10 Business Days of Provider’s written request, to discuss the basis for any denial or termination of this Agreement or to discuss any payment dispute(s).
- CDEC will pay Provider based on the information regarding the number of students that applied and were approved through the Application Portal. Provider will be paid beginning in August of each school year based upon the number of slots allocated to Provider. Subsequent payments

will be made based upon actual enrollment in November, February, and May of the school year.

Termination

- Either CDEC or Provider may terminate this Agreement with 20 Business Days' written notice to the other Party.

[Exhibit A - Colorado Universal Preschool \(UPK\) Colorado Program Services Agreement Terms and Conditions](#)

[Exhibit B - HIPAA Business Associate Agreement](#)

By signing below, Provider agrees to adhere to the terms and conditions in Exhibit A and Exhibit B.

Authorized Signatures

CDEC Designee _____ Date _____

Print Name/Title of CDEC Designee _____

Provider Legal Name _____

Authorized Representative _____ Date _____

Print Name/Title of Authorized Representative _____