

**CINCINNATI PRESCHOOL PROMISE
PROVIDER QUALITY IMPROVEMENT AGREEMENT**

THIS PROVIDER QUALITY IMPROVEMENT AGREEMENT (“Agreement”) is entered into between _____ (“Provider”), and **CINCINNATI PRESCHOOL PROMISE, LLC**, an Ohio non-profit limited liability company (“CPP”), effective as of _____ (the “Effective Date”), for the purpose of providing and receiving comprehensive quality improvement support services and funding to increase Provider’s Ohio Step Up To Quality rating (collectively, “QI Support”). This Agreement is subject to the terms and conditions specified below.

I. Term

The term of this Agreement shall begin on the Effective Date and continue until June 30, 2023 (the “Term”), unless terminated as described in Section II of this Agreement. The Term and QI Support payments described herein shall cover the school year beginning on July 1, 2022 and expiring on June 30, 2023 (the “School Year”). The Term may be extended by mutual written agreement of the parties for additional one year terms, all of which shall be governed by the terms and conditions of this Agreement.

II. Termination

(a) **For Cause:** CPP may terminate this Agreement if the Provider breaches or fails to perform any of the terms or conditions of this Agreement or the CPP Provider Manual – Quality Improvement, as such manual may be modified from time to time by CPP in its sole discretion (the “Manual”), and such failure has not been corrected to CPP’s reasonable satisfaction within ten (10) days after Provider receives written notice specifying such failure; provided that CPP may terminate this Agreement immediately and without prior written notice in the event of an incurable breach of this Agreement or the Manual by Provider, or in the event CPP determines, in its sole discretion, that Provider’s actions (or the actions of its employees or contractors) threaten the health or safety of any third party or the reputation of CPP, or if Provider is no longer eligible to participate in CPP’s Quality Improvement program, as determined by CPP.

(b) **For Reasons Beyond Control of Parties:** Either party may terminate this Agreement without penalty where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control, by providing at least fifteen (15) days’ advance written notice to the other party.

(c) **Loss of Funds:** In the event that funds allocated to CPP for QI Support are materially diminished or no longer available to CPP, CPP may, at its option, suspend or terminate this Agreement without penalty by providing written notice to the Provider, specifying the effective period of such suspension or date of such termination.

(d) **Convenience Termination:** CPP may terminate this Agreement and all QI Support funds for any or no reason by providing the Provider with ten (10) days advanced written notice of such termination.

III. Responsibilities of the Provider

The Provider shall comply with all commitments and responsibilities now or hereafter described in the Manual, as such Manual may be updated from time to time by CPP in its sole discretion. The terms of such Manual, as amended from time to time, are incorporated herein by reference. Provider hereby represents and warrants to CPP that it has read and fully understands the Manual. All changes to the Manual shall become immediately effective and binding on Provider after CPP notifies Provider that the Manual has been updated. CPP shall be deemed to have notified Provider of an update to the Manual if CPP posts the updated version of the Manual to its website. The Provider shall perform all obligations and provide to CPP all reports and information required by the Manual in a timely fashion. In the event that Provider fails to perform any obligation set forth in this Agreement or the Manual, CPP shall have the right, in its sole and absolute discretion, to withhold from Provider all or any portion of QI Support payments; provided that any such withholding shall be in addition to, and not in lieu of, any other right or remedy which CPP may have at law or under this Agreement. Provider acknowledges that it has or reasonably expects to have at least one Qualified Individual, as described below, enrolled in its program during the School Year. Provider shall immediately notify CPP in writing in the event that Provider is not in compliance with this Agreement or the Manual, as amended. Provider shall obtain and maintain at all times during the Term and all applicable renewal terms, insurance in the types and amounts required by the Manual

("Insurance"). Some Insurance required by the Manual may be dependent upon certain operations. Provider will notify CPP immediately if Provider changes or adds operations which require additional or different Insurance under the Manual.

IV. Quality Improvement – Payments and Services

During the Term, CPP shall provide QI Support payments and services to Provider, as set forth in the Manual. The parties acknowledge that QI Support services will be provided by independent contractors of CPP.

V. Dispute Resolution

All disputes arising from or related to this Agreement, the Manual, QI Support payments, and any QI Support services or coaches shall be dealt with strictly and exclusively as set forth in the Manual.

VI. Applicable Laws; Non-Discrimination

Provider shall, at Provider's sole cost, comply with all applicable laws, statutes, ordinances, rules, regulations, and administrative orders, including without limitation, the following:

(a) The Provider will comply with all applicable provisions of the Americans with Disabilities Act at all times during the Term, and shall promptly provide to CPP upon request reports and information sufficiently evincing such compliance.

(b) The Provider shall not discriminate against (i) any employee or applicant for employment, or (ii) any child or family enrollment or otherwise because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless permitted by all applicable laws. The Provider shall affirmatively try to ensure that applicants are evaluated, and employees are employed, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, layoff, rates of pay, or other forms of compensation and training.

(c) The Provider will maintain all insurance required of family child care providers imposed by applicable law, including without limitation Ohio Revised Code Chapter 3905.

VII. Multisite Providers; Assignment.

Provider represents and warrants that all information contained on the Provider Identification Form, attached hereto as **Exhibit A** and incorporated herein by reference, is true and accurate. Provider shall promptly notify CPP in writing of any change of information or other notification that Provider submits to either the Ohio Department of Education or the Ohio Department of Jobs and Family Services, within 5 business days of such submission. For purposes of this Agreement and the Manual, the term "Provider" shall only include the Provider owners and locations included in the Provider Identification Form. Provider may not assign any of its rights or obligations under this Agreement or the Manual without the prior written consent of CPP, which may be withheld for any or no reason, and any purported assignments without such consent shall be null and void. For purposes of this Agreement, the following shall be considered an assignment requiring CPP's prior written consent: (i) A sale, exchange, or other transfer of 25% or more of the ownership interests in Provider or any entity that owns Provider; and (ii) A sale of all or substantially all of the assets of Provider.

VIII. Insurance.

(a) Provider shall, at its sole cost, obtain and maintain at all times during the term of this Agreement, the insurance policies described in the Manual; provided, that if Provider is unable to obtain such insurance at the required coverage amounts, CPP may, in its absolute and sole discretion, waive such insurance requirements on the condition that Provider obtain a fully executed copy, from each parent and/or legal guardian of every child enrolled or engaged with the Provider, each of the following documents: (i) an executed Liability Insurance Statement for Family Child Care Providers ("Insurance Statement"), in a form satisfactory to CPP; and (ii) a Parental Release Form in favor of CPP, in a form

satisfactory to CPP (“Parental Waiver”) (the Insurance Statement and Parental Waiver, collectively, the “Alternate Required Forms”); or

(b) Immediately terminate this Agreement and all related QI funds.

CPP shall not be deemed to have waived any insurance requirements in the Manual unless CPP agrees to such waiver in writing and Provider complies with Section VIII.(a) of this Agreement at all times. In the event that CPP waives the insurance requirements and Provider fails to promptly obtain an executed copy of any Alternate Required Forms, CPP may terminate this Agreement immediately. Provider shall indemnify and hold CPP harmless from and against any and all losses, damages, costs, and fees (including reasonable attorneys’ fees) incurred by CPP that arise from or relate to any third-party claim that occurs, arises from, or is in any way related to Provider’s failure to obtain the Alternate Required Forms or to carry any insurance amount required by applicable law.

IX. Entire Agreement; Counterparts; Inconsistency.

This Agreement represents the entire Agreement of the parties with respect to the subject matter herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

X. Indemnification; Limitation of Liability. Provider’s indemnification obligations and CPP’s Limitations of Liability related to this Agreement and the QI Support funds are set forth in the Manual, as the same may be updated from time to time.

XI. Waiver of Breach.

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

XII. Severability.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

CPP:

CINCINNATI PRESCHOOL PROMISE, LLC

By: _____

Name: _____

Title: _____

PROVIDER:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT A

PROVIDER IDENTIFICATION FORM

1. The following information must be completed by Provider:

Provider Name: _____

Provider Contact Name: _____

Owner of Provider: _____

Owner Contact Name: _____

Provider Address: _____

2. The following information must be completed if Provider has multiple locations that it desires to receive QI Support:

Provider Name: _____

Provider Contact Name: _____

Owner of Provider: _____

Owner Contact Name: _____

Provider Address: _____
