CINCINNATI PRESCHOOL PROMISE
PROVIDER QUALITY IMPROVEMENT AGREEMENT

THIS 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, 2025 (the "Term"), unless terminated as described in Section II of this Agreement. The Term and QI Support payments described herein shall cover the year beginning on July 1, 2024 and expiring on June 30, 2025. 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 fails to perform any of the terms or conditions of this Agreement or the Manual (as defined below), 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.

(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) Actions Upon Termination: In the event CPP terminates this Agreement for any reason other than a breach described in Section II.(a), CPP shall compensate Provider for all amounts accrued and owed to Provider prior to the date of such termination.

III. Responsibilities of the Provider

The Provider shall comply with all commitments and responsibilities described in the Quality Improvement Provider Manual,, as such manual may be modified from time to time by CPP (the "Manual"). All changes to the Manual shall become immediately effective and binding on Provider after 30 days' advance written notice to Provider describing all such changes and the effective date of such changes. 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.

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 any employee or applicant for employment 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.

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. Entire Agreement; Counterparts.

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.

IX. 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.

X. 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:	**PROVIDER:**
CINCINNATI PRESCHOOL PROMISE, LLC	**[_____]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	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: _____
_____
_____