



Quality Partner Sites
Provider Manual

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About the Thrive By 5 Louisville Partner Program Provider Manual

This Provider Manual (the “Manual”) is an integral part of the Provider Agreement (the “Agreement”) entered into between THRIVE BY 5 LOUISVILLE, INC. (“TB5L”), a Kentucky nonprofit corporation, and the Provider identified in the Agreement. Provider shall be solely responsible for ensuring that Provider’s employees, officers, and contractors comply with all requirements in the Agreement and this Manual. In the event of a conflict between this Manual and the Agreement, the terms of the Agreement shall control. Undefined capitalized terms used in this Manual shall have the meaning set forth in the Agreement.

This Manual sets forth the requirements a Provider must follow to participate in the TB5L Partner Program.

Section 1. About Thrive By 5 Louisville & Partner Program

Thrive By 5 Louisville (TB5L) is at the center of a new approach to early childhood education (“ECE”), connecting families, early learning providers, and community resources to ensure every child has access to high-quality early care and learning opportunities. We serve as a catalyst for collaboration, innovation, and investment across Louisville’s early childhood sector.

TB5L is committed to making early learning a top priority for Louisville by removing barriers that prevent children and families from accessing high-quality early care and education. Our goal is to cultivate a strong early childhood ecosystem that supports children, strengthens families, and contributes to a more prosperous future for our community.

TB5L envisions a fully supported early childhood sector in which providers have the resources, tools, and partnerships necessary to deliver high-quality, accessible, and sustainable services for young children and their families. To achieve this vision, TB5L invests in three interconnected areas: workforce support, family assistance, and quality improvement.

The Thrive By 5 Louisville Partner Site Program is designed to strengthen the capacity of early learning programs throughout Louisville by providing targeted supports and resources that promote program quality, sustainability, and family access. Through participation in the Partner Site Program, providers gain access to technical assistance, professional development opportunities, quality improvement supports, family scholarship opportunities, and other resources designed to strengthen outcomes for children, families, and educators.

Partner Sites play a critical role in advancing Thrive By 5 Louisville's mission. By working together, we can expand access to high-quality early learning opportunities, strengthen the early childhood workforce, and ensure more children enter kindergarten ready to learn and thrive.

Purpose of the Partner Site Program

The purpose of the Partner Site Program is to support early learning providers through technical assistance, quality improvement resources, family access initiatives, and strategic partnerships that strengthen program quality, increase access for families, and promote positive outcomes for children and families.

TB5L's Guiding Principles

Every Child Deserves to Thrive

The first five years are crucial to a child's development. Every child deserves a safe place that sparks joy, builds skills, and prepares them for school and life. We approach this work holistically; ensuring educators are their best, the physical environment encourages learning and our children receive the best care.

Educators Are Essential To Our Mission

Lasting change begins by supporting those who care for and teach young children. We invest in early childhood educators with respect, training, and resources because a thriving early care and learning space depends on a thriving workforce.

Access Alone Isn't Enough

There is no time more critical for a child and their family. But families can't benefit from programs they can't find, afford, or trust. That's why we focus on removing barriers and building belief in early care and learning, so families not only know their options but feel confident using them.

We Go Far By Going Together

The early care and learning sector is siloed and stretched thin. Collaboration—real, messy, generous collaboration—is the only path forward. Proper support leads to prosperity for all, and Louisville's future gets stronger with every child who walks into kindergarten ready to thrive.

Section 2. Provider Eligibility, Application, and Selection

To be eligible to participate in the TB5L Partner Program, Provider must comply with all of the following criteria:

1. General program and compliance requirements:

- Owner/Director of a certified and licensed type II Family Care Home and Licensed Childcare Center in Louisville, KY and/or Jefferson County, KY.
- Must be serving, at a minimum, children between the ages of 3 to 5 years old, or preschool-aged children;
- Must be participating in the Kentucky All STARS program;
- Must accept Child Care Assistance Program (“CCAP”) payments;
- Must be in operation for a minimum of 2 years; and
- Must not have significant DPOC in the last 3 years
- Must be open and operating a full-day program at least five (5) out of seven (7) days per week. A full day program is a minimum of 6 hours per day.

****** No more than 20% of approved sites can be from the same owner.

2. Believe in TB5L’s mission and goal to give all children and their families access to early learning facilities:

- Be committed to pursuing a continuous improvement mindset;
- Be willing to cooperate fully with TB5L’s team, including, but not limited to, an assigned TB5L Provider Specialist;
- Commit to serving and educating all children, regardless of race, religion, culture, or socio-economic background; and
- Demonstrate long-standing commitment to the Louisville community, specifically through supporting the ECE sector.

Providers can apply to participate in the TB5L Partner Program by completing an application form that is made available during Provider information sessions and/or via a TB5L staff member. Applications will only be accepted during a designated period set by TB5L. Materials required at the time of submission of the application include, but are not limited to, the following:

1. General program information and compliance documentation:

- Completed TB5L Partner Program Application;
- Copy of Cabinet for Health and Family Services license and latest inspection report;
- Other requested documentation during the evaluation process.

A TB5L staff member will review submitted materials to ensure that the applicant has met the requirements. Applications are not complete and eligible for further consideration until all of the requirements are met. The TB5L team and a third-party agency (an organization with ECE knowledge and experience) will review any major Plans of Correction and/or Investigations, found in the Cabinet for Health and Family Services database. Then, eligible Providers will complete a virtual interview and site visit with the TB5L team and the third-party agency. Chosen Providers will be required to enter into an Agreement with TB5L that, in addition to this Manual, will provide the contractual requirements for participation.

Chosen Providers must provide the following materials to participate in the TB5L Partner Program:

- Signed TB5L Provider Agreement
- Brightwheel release form
- General Liability Insurance certificate meeting TB5L's minimum requirement of \$100,000 coverage, with the understanding that TB5L will be listed as an additional insured if the Provider is chosen to participate in the Partner Program;
- Worker's Compensation insurance certificate; and
- Automobile Insurance certificate (*if transporting children*).
- W-9
- ACH Form

Providers that are eligible but not selected for the TB5L Partner Program may be put on a waitlist and may be contacted for participation if a Provider must drop out for any reason.

Section 3. TB5L Partner Program Process

Provider shall comply with all the requirements set forth in **Appendix B**. Each Provider will be assigned a TB5L staff member to work with Provider as its “TB5L Provider Specialist” regarding the Partner Program implementation process, including Action Plan (Appendix C) development, Action Plan implementation, and ongoing assessments. Process and timeline will be distributed after commencement of the Program.

Section 4. Partner Program Grant Disbursement Schedule

The size of the Partner Program grant or “Support Funds” will be determined by TB5L in its sole and absolute discretion, based on the incentive structure and based on TB5L’s available funds. The Support Funds will be disbursed, managed, and accounted for in accordance with the terms of this Manual and the Agreement entered into between TB5L and Provider. The incentive structure will be provided after commencement of the Partner Program.

TB5L will not disburse any Support Funds until TB5L and the Provider have agreed to a written action plan identifying the Provider’s specific goals and/or target areas of improvement (the “Action Plan”). Providers will work with their specific TB5L Provider Specialist in identifying goals and/or areas of improvement and drafting the Action Plan. TB5L staff will then review and offer suggestions and/or feedback, or TB5L may reject the Action Plan in its sole discretion with further instructions on creating a new Action Plan that better fits the purpose of the Support Funds. Providers and TB5L Provider Specialists will then work on implementing any necessary changes before resubmitting the Action Plan to TB5L staff. No Support Funds will be disbursed until TB5L approves a Provider’s Action Plan in writing (Appendix C). The Action Plan serves as a roadmap outlining the Provider’s goals, specific strategies for improvement, and measurable steps to achieve progress in alignment with the objectives of the Support Funds.

The Support Funds are intended to support each Provider achieve its goal as stated in the Provider’s Action Plan. A TB5L Provider Specialist will help each Provider prioritize needs and assist in preparing their Action Plan and any budgets for how Support Funds will be allotted.

TB5L will disburse Support Funds as necessary to support the completion of activities described in the Provider’s Action Plan, which include, but are not limited to, the following:

- Funds for other activities described in the Action Plan (e.g. professional development, purchasing of curriculum), which will be transferred on behalf of the provider;
- Increasing or maintaining Kentucky All Stars Rating;
- Increasing Ideal Enrollment (Ideal Enrollment will be determined between Provider and TB5L Provider Specialist); and/or

The disbursement of Support Funds is contingent upon the following factors:

- Progress made on achieving milestones, based on the criteria set out by the TB5L team; and
- Compliance with reporting.

Failure to meet Action Plan goals or non-compliance with reporting may constitute a breach under the Agreement and could result in suspension or termination of this Manual and Agreement in accordance with the Agreement’s terms. Any such suspension or termination shall be in addition to any other rights and remedies that TB5L may have at law or in equity. The TB5L Provider Specialist will meet with the Center Director/Owner to evaluate the situation and determine TB5L’s desired course of action.

Section 5. Reporting and Data Collection

TB5L will analyze the success of the Partner Program by measuring certain key metrics. The majority of this data will be collected from DSSV, Inc., a childcare management system which Providers are required to use as part of the Partner Program (“brightwheel”). Through participating in the Partner Program, Provider agrees that TB5L can access and use data from brightwheel in accordance with the terms of this Manual, the Agreement, and any other written agreement pertaining to brightwheel. However there may be times that additional data is needed. To effectively track this data and for audit purposes, Provider shall maintain and provide to TB5L upon request the following data:

- Enrollment and attendance data for preschool eligible children,
- Assessment data , and
- All records related to quality improvement services provided by TB5L and steps taken toward meeting Action Plan milestones

TB5L may also periodically request written reports from Providers explaining ways in which the Support Funds have been used to meet goals identified on the Action Plan. TB5L would provide at least thirty (30) days’ notice of when any such written report would be due.

Provider shall strictly maintain the confidentiality of families and children and shall immediately notify TB5L if Provider becomes aware of any breach in such confidentiality.

Section 6. Communication with Families

Participation in TB5L’s Partner Program should reflect positively on Provider’s willingness to improve and commitment to improve quality. Providers receiving a spot in the Partner Program will be provided with materials to distribute to families to communicate their involvement in this process.

Providers are also encouraged to direct families to the TB5L website, for additional information.

Section 7: Training Programs

TB5L may request that Provider’s employees and officers attend certain training programs, which may include, without limitation, harassment and sexual abuse identification and prevention training. Providers shall ensure that all employees and officers attend such Training Programs. Nothing herein is intended to modify, amend, or remove any education and/or training requirements imposed on Providers through controlling Kentucky law. Further, TB5L does not represent, guarantee, or warrant that any of its training programs satisfy any of Provider’s educational or training requirements established under controlling law.

Section 8: Insurance

Provider shall purchase and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering Provider's activities and those of any and all of Provider's contractors, employees, officers, and agents:

- (a) Commercial General Liability Insurance (Primary and Umbrella/Excess) with limits of not less than One Hundred Thousand Dollars (\$100,000) per occurrence for bodily injury, personal injury and property damage;
- (b) Providers must provide a copy of all applicable insurance policies to TB5L
 - Workers' Compensation
 - Employer's Liability Insurance and
 - Professional Liability and Errors and Omissions Insurance

Provider shall furnish Certificates of Insurance evidencing such insurance coverage within five (5) business days of the Effective Date of the Agreement, and upon request of TB5L thereafter. Provider shall also take all reasonably necessary steps to add TB5L as an additional insured under Provider's Commercial General Liability Insurance.

Section 9: Indemnification

Provider shall fully indemnify, defend, and hold harmless TB5L and TB5L's members, managers, officers, directors, employees, affiliates, representatives, successors, and assigns (collectively, the "TB5L Group") from and against any and all claims, allegations, complaints, damages, losses, expenses, costs (including reasonable attorneys' fees), and/or amounts otherwise payable arising out of: (i) any act or omission of Provider or any of Provider's members, managers, shareholders, directors, officers, employees, contractors, agents, and assigns (collectively, the "Provider Group") in connection with this Manual and the Agreement; (ii) the violation of any applicable law, rule, regulation, or contract by Provider or any member of the Provider Group; and (iii) any breach of the Agreement or this Manual by Provider; provided, however, that Provider Group will not be liable for indemnification for any of the above (i) through (iii) that is caused by the negligent act or omission or willful misconduct of TB5L or a member of the TB5L Group.

Section 10: Limitation of Liability

(a) In no event shall either party be liable to the other for special, exemplary, indirect, incidental, consequential, or punitive damages or expenses (regardless of how characterized) including, without limitation, any loss of profit, arising out of or in connection with the agreement of the manual, whether or not the party has been advised of the possibility of such damages.

(b) Without limiting the foregoing, the total aggregate liability of TB5L to Provider in connection with this Manual and the Agreement shall be limited to the amount of Support Funds actually received by Provider from TB5L during the one (1) month period immediately prior to the occurrence of the action or omission giving rise to such claim.

Section 11: Disputes; Governing Law

The parties shall first submit any dispute, controversy, or claim (other than claims for indemnification arising out of Section 9 of this Manual) arising out of or relating to the Agreement, this Manual, or otherwise related to the Support Funds or TB5L's provision of services, to mediation in Jefferson County, Kentucky, using a trained, experienced mediator selected by mutual agreement of the parties, the cost of which shall be shared equally by the parties. If such dispute is not resolved within sixty (60) days to the satisfaction of both parties by such mediation, such dispute, controversy, or claim shall then be settled by final and binding arbitration in conformance with the rules of the American Arbitration Association. The place of arbitration shall be Jefferson County, Kentucky, or any other place as mutually agreed upon by the parties in writing. Cost of such arbitration shall be shared equally by the parties; provided that each party shall be responsible for its own attorney fees. The Agreement and this Manual shall be interpreted and construed in accordance with the laws and procedures of the Commonwealth of Kentucky, without giving effect to the principles of conflicts of law of those jurisdictions.

Section 12. Use of Funds and Religious Neutrality

Thrive by 5 funds and program supports are designed to be used only for secular components of licensed early learning. These resources cannot be used for religious instruction, worship, or activities. Families participating in Program-supported slots cannot be required to join religious activities, and Program-supported staff positions cannot require religious beliefs or practices. Any religious programming must be voluntary, privately funded, and held separately from Program-funded activities.

Section 13. Questions and Further Information

If you have additional questions or need further information, please contact TB5L: info@thriveby5louisville.org, 502-830-6524.

Appendix A. Kentucky All STARS & TB5L Quality Plus Summary

Kentucky All STARS

Kentucky All STARS is a five-star quality rating and improvement system administered by the Kentucky Cabinet for Health and Family Services. Kentucky All STARS recognizes and promotes early learning and development programs that meet quality standards exceeding basic licensing requirements. The program standards are based on national research identifying program components and practices that lead to improved outcomes for children, and are organized into four domains:

- **Learning and Development** – quality rated programs are expected to implement curriculum aligned to early childhood standards, administer state required assessments, and complete annual self- assessments
- **Administrative and Leadership Practices** – quality rated programs will complete annual continuous improvement plans, offer staff and administration state approved professional development, and conduct formal observations of their teachers
- **Staff Qualifications and Professional Development** – administrators and the majority of lead teachers of quality rated programs are required to have appropriate qualifications (e.g. CDA, AA)
- **Family and Community Engagement** – quality rated programs are expected to effectively communicate with and engage family and community groups

Additional information on Kentucky All STARS, including the full list of standards under each domain, can be found at: <https://www.chfs.ky.gov/agencies/dCBS/dcc/Pages/kyallstarsproviders.aspx>

Quality + measures

Parent satisfaction and engagement

Families feel deeply connected, informed, and valued as partners in their child’s learning. Communication is open and consistent, and parents actively participate in center activities and decision-making with confidence and trust.

Kindergarten readiness outcomes

Every child enters kindergarten confident, curious, and developmentally prepared — demonstrating strong social-emotional, literacy, and numeracy skills that set the foundation for lifelong learning.

Staff retention and satisfaction

Educators feel supported, respected, and fulfilled in their roles, with opportunities for growth and collaboration. A positive, nurturing workplace culture fosters long-term commitment and passion for early childhood education.

Child development and attendance trends

Children thrive across developmental domains, showing steady progress and enthusiasm for learning. Consistent attendance reflects families’ trust in the program’s quality and children’s eagerness to participate daily.

Appendix B. Provider Requirements

In addition to the requirements set forth in the Manual and Agreement, Providers shall adhere to the following requirements:

1. Documentation, data sharing, and records.

Provider shall:

- (a) Comply with all reporting and documentation requirements, entered into on {insert date here}, by TB5L;
- (b) Use brightwheel at your center and be willing to provide access to said data with TB5L;
- (c) Obtain and retain copies of parent consent forms, and provide to TB5L upon request;
- (d) Share audit records with TB5L upon request to demonstrate financial responsibility;
- (e) Share child assessment data with the TB5L; and
- (f) Maintain and make available to TB5L upon request any other records for program review, evaluation, and audit or for any other purposes deemed necessary by TB5L.

2. Licensure and compliance.

Provider shall:

- (a) Perform all actions necessary to ensure that it maintains all licenses required by any governmental authority, including, without limitation, performing background checks on employees;
- (b) Inform its assigned TB5L Provider Specialist of any risk of material licensure non-compliance within five (5) business days after Provider becomes aware of such risk;
- (c) Notify its assigned TB5L Provider Specialist and TB5L'S Leadership in writing within 48 hours of any licensing complaint investigations and provide reports of this visit within ten (10) business days to its assigned TB5L Provider Specialist;
- (d) Inform its assigned TB5L Provider Specialist in writing of any change in star rating within five (5) business days;
- (e) Inform its assigned TB5L Provider Specialist and TB5L'S Leadership of any change in the Provider's Director or Owner within five (5) business days via email or phone call;
- (f) Allow approved independent evaluators to assess children following parental authorization and consent to such assessment; and
- (g) Notify TB5L when a child is suspended or expelled within two (2) weeks of the relevant disciplinary action.

3. **Quality**

Provider must:

- (a) At all times the Provider must remain compliant with Kentucky's requirements for licensed childcare centers, and ensure that its operations are centered on maintaining and improving quality;
- (b) Commit to a continuous improvement mindset and understand that TB5L does not equate high quality as simply being star-rated. The Provider must understand that TB5L is looking at additional quality indicators that include but are not limited to:
 - Parent satisfaction and engagement;
 - Kindergarten readiness outcomes;
 - Staff retention and satisfaction; and
 - Child development and attendance trends;
- (c) Respect each child's family structure, cultural background, language and customs, and support parents and families as leaders and partners in their child's preschool education;
- (d) Have and implement a developmentally appropriate discipline policy;
- (e) Attend TB5L's Provider meetings throughout the year; provided that each Provider may miss a maximum of two (2) of such meetings annually;
- (f) Staff each classroom with qualified staff as defined by the corresponding Kentucky All STARS rating;
- (g) Allow approved independent assessors access to the program to complete Provider evaluations with awareness that program data will be shared with TB5L and other partners;
- (h) Commit to earning or maintaining a minimum of a 3-star rating according to the following timelines:
 - 1-star rated programs must commit to apply for a 2-star rating within one year and 3-star within two years of joining the TB5L Partner Program;2-star rated programs must commit to apply for a 3-star rating within one year of joining the TB5L Pilot Program; and
- (i) Meet with an assigned TB5L Provider Specialist during agreed-upon times and reschedule these meetings only when absolutely necessary. Provider shall meet one-on-one with its Provider Specialist.. The Provider Specialist shall be on site for a total of 2 hours a month, each month, until the conclusion of the Provider's participation in the Partner Program; and
- (j) Support TB5L marketing and communication requests as reasonably requested.

Appendix C: Action Plan Process and Support Fund Distribution

Action Plan Process

Each Participating Provider will collaborate with a TB5L Provider Specialist to develop an individualized Action Plan. The Action Plan will identify specific goals, quality improvement activities, and measurable outcomes designed to strengthen the site's operations, and program quality.

Once finalized, the Action Plan must be approved by TB5L before Support Funds are disbursed. The Provider Specialist will provide ongoing support and conduct check-ins to monitor progress toward identified goals. Updates or revisions to the Action Plan may be made jointly by the Provider and TB5L, as needed, to reflect changing priorities or new areas of focus.

Support Fund Disbursement

TB5L will disburse Support Funds as necessary to support the completion of activities described in the Provider's Action Plan, which include, but are not limited to, the following:

- Classroom Supplies
- Technology
- Increasing or maintaining Kentucky All STARS rating;
- Increasing ideal enrollment;
- Supporting other activities described in the Action Plan (e.g., professional development, purchase of curriculum)

Failure to meet Action Plan milestones or non-compliance with reporting may constitute a breach under the Agreement and could result in suspension or termination of this Manual and Agreement in accordance with the Agreement's terms. Any such suspension or termination shall be in addition to any other rights and remedies that TB5L may have at law or in equity. The TB5L Provider Specialist will meet with the Center Director/Owner to evaluate the situation and determine TB5L's desired course of action.

APPENDIX D: Provider Offboarding Procedure

When a participating provider chooses to withdraw from the program, Thrive by 5 Louisville (TB5L) will work with the provider to support an orderly transition and minimize disruption to participating children and families.

- **Written Notice:** Providers choosing to withdraw from the program must provide written notice to the Senior Director of Programs at least 30 calendar days prior to their anticipated last date of participation. The Senior Director of Programs will notify the Executive Director and other appropriate staff and initiate the provider offboarding process.
- **Family Access Scholarships:** TB5L will identify any children currently receiving a Family Access Scholarship (FAS) at the site. Scholarship payments will continue for up to 30 days following the provider's exit from the program to support a smooth transition for participating children and families.
- **Family Transition:** The Family Navigation team will contact impacted families and provide support in identifying another participating provider, if desired, to help minimize disruptions or gaps in childcare.
- **Outstanding Program Requirements:** The provider will be responsible for completing any outstanding surveys, reports, documentation, or other program requirements through the effective date of withdrawal.
- **Financial Closeout:** The provider will submit any outstanding invoices, reimbursement requests, or other required financial documentation and complete the financial closeout process established by TB5L.
- **Data and Systems:** Following the provider's effective withdrawal date, the site will be removed from applicable TB5L data systems, dashboards, and reporting access.
- **Exit Conversation:** TB5L will require an exit conversation with the provider to better understand the reason for withdrawal, gather feedback about their experience, and identify opportunities to strengthen the program.