



Marshall County TriShare Pilot Program (MCTPP) Employer Agreement

This Marshall County TriShare Employer Agreement (“Agreement”) sets forth the terms and responsibilities between the United Way of Marshall County (“UWMC”), and _____ (“Employer”), a TriShare participating employer.

This Agreement acknowledges that UWMC may designate a third party to serve as the TriShare Facilitator Hub (“Facilitator”), the United Way of Marshall County’s administrative entity for MCTPP to maintain responsibilities indicated below.

Section 1. Background

Marshall County TriShare is a pilot child care assistance program offered by United Way of Marshall County Inc with a \$750,000 Employer Sponsored Child Care Grant from the Indiana Family and Social Services Administration. The Marshall County TriShare program is designed to make child care affordable for Marshall County’s working parents while also helping Marshall County’s employers offer a highly desirable benefit that improves employee recruitment and retention. Through the MCCTP, the cost of an employee’s child care is shared equally among the employer, the employee and local investment (via the United Way of Marshall County Employer Sponsored Child Care Grant). Coordination support of the three-way split is provided by UWMC. The grant period expires in May, 2025.

Section 2. Participating Employer Conditions

Employer acknowledges and agrees to the following conditions required by UWMC for MCCTP eligibility:

1. Employer is based in, or has offices within, Marshall County, IN.

2. Employer understands the benefit can only be offered to employees who are Indiana residents and who utilize licensed child care in Indiana.
3. Employer potentially has one or more employees with household income between 150% and 300% of the Federal Poverty Level relative to the number of individuals in the household.

Please Note: Participating TriShare employees cannot be simultaneously participating in other State of Indiana child care subsidy programs. Waivers may be considered on a case-by-case basis due to extenuating circumstances (e.g. the employee is put on a wait list for the other program/s.)

4. Participating employees will have one or more dependent children between 0 and 17 years old who require child care.

Section 3. Responsibilities of UWMC

UWMC acknowledges and agrees to the following responsibilities related to the MCTTP:

1. Program Oversight: This organization will provide final approval of policies and procedures of this pilot program, including but not limited to determining general eligibility criteria, and administrative software and procedures.
2. General Management of Funding Sources: This organization will take ownership of securing funding for the community portion of the TriShare Pilot Program. The original pilot funding was secured through the application and distribution of the FSSA grant.
3. Grant Reporting and Management: The sponsoring organization will be responsible for all communications with the FSSA granting body. They will be in charge of acquiring necessary reimbursements and distributing funding to the TriShare Facilitator Hub as necessary.
4. Spreading Awareness: Be open with communicating to stakeholders and partners about the TriShare program. When attending meetings or community events be stewards of the program.

Section 4. Responsibilities of Employer

Employer acknowledges and agrees to the following responsibilities related to the MCTTP:

1. Promote the program to employees and make reasonable efforts to ensure participating employees meet the eligibility requirements in Section 2 of this

Agreement.

2. Direct employees interested in the benefit to apply via this [link](#).
3. Allow employees to choose the licensed child care provider that best meets their needs.
4. Contribute one-third (33.33%) of the child care costs for each employee participating in the TriShare program and transfer payment promptly in the manner requested by The Facilitator.
5. Collect one-third (33.33%) of the child care costs from each participating employee's wages via payroll deduction and transfer payment promptly in the manner requested by The Facilitator.
6. Accommodate changes in payroll deductions as needed for changes in child care arrangements of employees, such as care rate increases or additional hours of care.
7. Pay invoices for employer and employee portions of care within 20 days of receipt. The Facilitator reserves the right to remove Employer from the program if invoices are unpaid within the above timeframe. Notwithstanding the termination timeframe stated in Section 6(2), the Facilitator may immediately terminate this Agreement and cancel Employer's participation in the program if invoices are unpaid within 60 days of receipt.
8. **Report to The Facilitator as soon as possible** when an employee is no longer using the MCCTP due to ineligibility, termination, or other causes. Failure to report the change will result in both Employer and the Employee paying any and all child care costs incurred until notice is received by The Facilitator.
9. Take reasonable steps to ensure that all information provided to the Facilitator is honest, complete, and accurate. If any misrepresentation of information is suspected, The Facilitator will review and reserves the right to terminate the MCCTP with the Employer.
10. Employer may set additional criteria around which employees are eligible to participate in the MCCTP, the number of TriShare slots Employer will sponsor, and how Employer would like TriShare slots to be awarded. (Examples can be found in *Exhibit 1* on the final page.) Employer should indicate any specific parameters on the last page of this Agreement or consult with The Facilitator to assist in this process. Employer may not cap the dollar amount they will contribute toward an individual employee's child care costs. Employer must pay a full one-third of each participating employees' actual child care costs.
11. The Facilitator will charge a 10% administration fee on the total cost for child care. Through the duration of the current grant (i.e. through May 31, 2025), this administrative fee will be billed to and paid by UWMC. After that time, UWMC reserves the right to invoice the employer and employee for their respective portions of the administrative fee. The above expectations will apply to the administrative fee.

Section 5. Responsibilities of the TriShare Facilitator Hub

Both parties acknowledge and agree to the Facilitators responsibilities and roles related to the MCCTP:

1. Serve as the county-wide administrative partner to recruit, onboard, and provide administration and payment services for participating employers, employees, and child care providers.
2. Assist Employer in determining employee eligibility to participate in the MCCTP.
3. Provide employers' participating employees with assistance finding child care options that meet their needs, as requested.
4. Provide an invoice to Employer for Employer and Participating Employee child care assistance obligations.
5. Collect obligated child care funds from the Employer on behalf of both Employer and its participating employees, collect matching FSSA funds, and submit all funds with one payment to the licensed child care provider to the extent the respective parties provide their obligated assistance.
6. Submit payment to the child care providers within 7 business days of receiving a care service invoice.

Section 6. Other Terms

1. Duration and Binding Effect

This Agreement is effective on the date when all parties sign this Agreement and will be ongoing. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors and assigns.

2. Termination

Any party may terminate this Agreement without penalty with 90 days written notice to the other party; however, any outstanding obligations for payment that occur before the termination date will survive termination.

3. Limited Facilitator Role

Employer acknowledges that The Facilitator is a fiduciary collecting funds from the United Way of Marshall County (local investment) and Employer (for Employer and employee portions) for transfer to the child care provider and assumes only the obligations described herein. The Facilitator is not accepting responsibility for any

expense, liability, claim, or risk with regard to Employer or its employees, the child care provider, or any other parties outside of The Facilitator's limited fiduciary role. In the event the United Way of Marshall County (local investment) or the Employer fails to provide funding as required in this Agreement, The Facilitator is not obligated to pay the child care provider to fill the gap in the cost of services. Employer remains fully responsible for all other expenses and legal and other obligations with regard to its employees.

4. Miscellaneous

This Agreement may be modified only in writing and signed by both parties. This Agreement will be governed by the laws of the State of Indiana, and the parties consent to personal jurisdiction and venue in Marshall County in connection with any action between the parties arising out of this Agreement and the MCCTP. Each party is authorized to enter this Agreement on its organization's behalf.

5. Indemnification

- Both parties will perform the services described above to the best of their ability. As a result, both parties shall not be liable to the other for any loss incurred in the performance of his/her services hereunder unless caused by negligence or willful misconduct.
- UWMC agrees, at its sole expense, to indemnify and defend Employer from and against any damages, claims, or suit by third parties against Employer arising from the performance of Employer's responsibilities hereunder unless caused by Employer's negligence or willful misconduct. Employer agrees, at its sole cost, to indemnify and defend UWMC (and its officials, employees, and agents) from and against any damages, claims or suits by third parties against UWMC arising from the performance of UWMC's responsibilities hereunder unless caused by the negligence of UWMC (or its officials, employees, or agents).
- This indemnification provision shall survive the termination or expiration of this MOU.

Signature Page

We, the undersigned, agree to the provisions identified in this Agreement and acknowledge that we are satisfied with the terms outlined.

THE EMPLOYER:

Address: Street _____

City-State-Zip _____

Phone _____

Email _____

Accounts Payable Contact
to send monthly invoices _____

AP Contact Phone _____

AP Contact Email _____

Employer's Authorized
Designee & Title (printed) _____

Employer's Authorized Designee Signature

Date

UNITED WAY OF MARSHALL COUNTY, INC:

Address: 2680 Miller Drive, Suite 120
Plymouth, IN 46563

Phone: (574) 936-3366

Email: lyoder@marshallcountyuw.org

Linda K Yoder, Executive Director

Date

Exhibit #1: Employer TriShare Program Parameters to Note:

Please note: Parameters listed below are an Employer’s choice and not required to be a participating Marshall County TriShare Employer.

Examples include, but are not limited to, restricting participation to full-time employees who have been with company a minimum period of time, offering a certain number of slots on a first come, first served basis, allocating a set amount of money to the program instead of number of employees, etc.

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