

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between United Way of Northwest Michigan (“UWNWMI”) and ABC Sample Company (“Employer”) to participate in the funding for the ongoing TriShare child care pilot program offered by the State of Michigan through the Michigan Women’s Commission (“TriShare Program”).

Section 1. Background

The overall purpose of the TriShare pilot program is to improve the affordability, access, and quality of child care. This is done through implementing a model by which the state, the employer, and the employee can share equal responsibility for child care by contributing one-third of the total cost. The TriShare Program is in an ongoing pilot phase with 13 facilitator hubs across Michigan. In Northwest Lower Michigan, the program is administered by UWNWMI in partnership with the Great Start Collaborative of Traverse Bay and 5toONE. The purpose of this MOU is to provide the responsibilities of the Employer and UWNWMI in executing the TriShare Program in Northwest Lower Michigan.

Section 2. Employee Eligibility

The Employer acknowledges and agrees to the following, which are conditions required by the State of Michigan for TriShare Program eligibility:

- A. The Employer has offices in Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, or Wexford counties.
- B. The Employer potentially has one or more employees with household income between 200% and 325% of the Federal Poverty Level relative to the number of individuals in the household. Please note: Participating employees cannot be eligible for the Child Development and Care Program (commonly referred to as child care subsidy).
- C. Participating employees will have one or more dependent children between 0 and 17 years old who require child care.

Section 3. Responsibilities of UWNWMI

UWNWMI acknowledges and agrees to the following responsibilities related to the TriShare Program:

- A. Serve as the “facilitator hub” for the TriShare Program.
- B. Maintain fiscal management and implement, with fidelity, the Michigan TriShare child care pilot program on behalf of the Michigan Women's Commission.
- C. Collect funds from the employer on behalf of both the employer and employee, collect matching funds from the State of Michigan, and submit all funds with one payment to the licensed child care provider to the extent the respective parties provide their obligated funding.

- D. Submit payment to the child care provider within one week of receiving a care service invoice.
- E. Provide an invoice to the employer at the end of each month. The invoice will reflect the one-third employee and one-third employer portions.
- F. Provide families with assistance finding child care options that meets their needs.

Section 4: Responsibilities of the Employer

The Employer acknowledges and agrees to the following responsibilities related to the TriShare Program:

- A. Inform employees of the benefit and make reasonable efforts to ensure participating employees meet the eligibility requirement in Section 2 of this MOU.
- B. Allow employees to choose the licensed child care provider that best meets their needs.
- C. Provide one-third of the child care costs for the employee participating in the TriShare Program and transfer payment promptly in the manner requested by UWNWMI.
- D. Collect one-third of the child care costs from the participating employee's wages via payroll deduction or an alternative method.
- E. **Report to the Hub within one week or sooner** when an employee no longer utilizes a child care slot due to ineligibility, terminations, or other causes. _____ **Initials**
- F. Ensure all information provided to UWNWMI and the TriShare staff is honest, complete, and accurate. If any misrepresentation of information is suspected, UWNWMI will review and reserves the right to terminate the TriShare program with said employer.

Section 5: Other Terms

- A. Duration. This MOU is in effect on the date signed below and will be ongoing.
- B. Termination. Either party may terminate this MOU 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.
- C. Limited UWNWMI Role. Employer acknowledges that UWNWMI is a fiduciary hub collecting funds from the state of Michigan and the employer for transfer to the child care provider and assumes only the obligations described herein. UWNWMI is not accepting responsibility for any expense, liability, claim, or risk with regard to the employer or its employees, the child care provider, or any other parties outside of its limited fiduciary role. In the event the State of Michigan or the employer fails to provide funding as required in this MOU, UWNWMI is not obligated to pay the child care provider to fill the gap in the cost of services. The employer remains fully responsible for all other expenses and legal and other obligations with regard to its employees.
- D. Binding Effect. This letter shall be deemed binding upon the parties with the intention to work together in good faith to further the goals of the TriShare Program.

E. Miscellaneous. This MOU may be modified only in writing and signed by both parties. This agreement will be governed by the laws of the State of Michigan, and the parties consent to personal jurisdiction and venue in Grand Traverse County in connection with any action between the parties arising out of this MOU and the TriShare Program. All of the provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors and assigns. The effective date of this agreement is the date that both parties sign this MOU. Each party is authorized to enter this MOU on its organization's behalf.

We, the undersigned, agree to the provisions identified in this MOU and acknowledge that we are satisfied with the project's scope as outlined.

The Employer: ABC Sample Company

Address: 12345 Anywhere Street

Phone/Email: 231-123-4567

Accounts Payable Contact Name (to send monthly invoices): Jane Doe

Email: Doej@ABCSampleCompany.com

Employer's Designee: John Doe

Employer's Signature: Date:



Employer

United Way of Northwest Michigan

Address: 202 East Grandview Parkway, Traverse City, MI 49684

Phone: (231) 947-3200

Executive Director Name: Seth Johnson

Executive Director Signature:



Employee

Date: