



Marshall County TriShare Pilot Program Provider Agreement (MCTPP) To Receive Payment on Behalf of Families

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

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 Pilot Program (MCTPP) 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. MCTPP 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 MCTPP, 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). The grant period expires on May, 2025

Parent choice is prioritized in the TriShare Program, and eligible families can continue using their preferred licensed child care provider. Providers invoice the Facilitator for the total cost of care and receive full payments directly from the TriShare Facilitator Hub. The only eligibility requirement for providers is that you are a licensed provider in Indiana.

To receive TriShare payments, please submit the required information electronically.

- This initial and signed TriShare Provider Agreement (all pages)
- W-9

- Weekly child care costs and other fee schedules
- A copy of your current family handbook or contract

Section 2. Agreement

Provider acknowledges and agrees to the following responsibilities related to providing care for eligible children of employees enrolled in the MCTTP through their employer:

1. Agree to inform Facilitator immediately if you receive Child Care Development Fund (CCDF) vouchers or other child care government subsidy reimbursement for any eligible child of an enrolled employee. *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.)*
2. Acknowledge that MCTTP program covers all approved costs for care provided to eligible children on the benefit start date. TriShare does not cover additional fees such as registration fees, late pick-up fees, etc, unless they are for direct care costs. These fees should be directly billed to families.
3. Agree to complete a care change form if a family requests to change care hours/days, or you, as the child care provider, are planning a rate increase (for all families). Changes may take up to 30 days from the date the change form is received. During that time, parents may be responsible for any additional costs.
4. **Agree to inform the Facilitator immediately when an eligible child is no longer enrolled in your program; MCTTP payments to Provider terminate on the date of the child's last day.**
5. TriShare eligibility ends when an enrolled employee leaves the employment of a participating employer. TriShare is an employer-based benefit. **Parents are 100% responsible for their care costs from the termination date.** Please contact the Facilitator if you are aware of an employment change.
6. Agree that all information submitted is complete, accurate, and honest to the best of your knowledge. If any information is found to be falsified, misrepresented, or omitted, your participation in the TriShare program may be terminated.
7. You agree to submit invoices promptly to the TriShare Facilitator Hub for the care you provide for any eligible child on a schedule that is convenient to you (e.g.,

weekly, bi-weekly, monthly) and accept payment via ACH. Invoices will be paid by Facilitator within 7 business days of receipt.

Section 3. 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

Provider 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 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 Provider from and against any damages, claims, or suit by third parties against Provider arising from the performance of Employer's responsibilities hereunder unless caused by Provider's

- negligence or willful misconduct. Provider 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.

Additional onboarding information will be communicated by the Facilitator. Provider invoices are submitted through the Marshall County TriShare Pilot Program billing portal on bill.com. There will be an onboarding meeting to assist Providers in using the software. The Provider will bill the Marshall County TriShare Pilot Program using their preexisting billing timelines (i.e. if they usually bill monthly continue billing monthly). The Provider will bill the full amount to the Marshall County TriShare Pilot Program.

Your signature on page 5 indicates acceptance of the terms included within this Agreement. We welcome your participation and look forward to your partnership.

Section 3: Signatures

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

Business Name: _____

IN License Number (if you have multiple, please list all) _____

Typical Billing Cycle _____

Your Name _____

Position _____

Phone _____

Email Address _____

Signature

Date

If you have questions or encounter a problem with the Marshall County TriShare Pilot Program, please contact the TriShare Facilitator Hub via email at MCTrishare@marshallcountyuw.org or call 574.936.3366



Insert W-9 here: Request for Taxpayer Identification Number and Certification.

