

MI Tri-Share Employer Agreement

This MI Tri-Share Employer Agreement ("Agreement") sets forth the terms and responsibilities between Heart of West Michigan United Way or other entity designated by the State of Michigan as the state administrative partner ("SAP") for the MI Tri-Share program, and _____ ("Employer"), a MI Tri-Share participating employer.

Section 1. Background

The MI Tri-Share Child Care Benefit Program ("MI Tri-Share") is a workforce development initiative, offered by the State of Michigan and housed within the Michigan Department of Lifelong Education, Advancement, and Potential ("MiLEAP"), that enables Michigan employers to offer a highly desirable benefit, helping to improve employee recruitment and retention. MI Tri-Share removes one significant barrier to employment by making child care affordable for Michigan's working parents. Through MI Tri-Share, the cost of an employee's child care is shared equally among the employer, the employee, and the State of Michigan - a three-way split - with coordination provided by the MI Tri-Share SAP.

Employers can choose to add an extended MI Tri-Share program ("MI Care-Share") for employees with household incomes above the 400% FPL MI Tri-Share income eligibility threshold. By choosing to offer this option, employers must contribute one-third of the child care costs for each employee participating in the MI Care-Share program and collect the remaining two-thirds of the child care costs from each participating employee. The State of Michigan covers all associated administrative fees for this program, but does not contribute toward the care costs.

Section 2. Participating Employer Conditions

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

- A. Employer is based or has offices within the State of Michigan.
- B. Employer understands the benefit can only be utilized for licensed child care and camps in Michigan.
- C. Employer potentially will cover one or more employees with household income between 200% and 400% of the Federal Poverty Level relative to the number of individuals in the household for a minimum of one year. Please note: Participating employees cannot be otherwise eligible for the State of Michigan's Child Development and Care Program (commonly referred to as "child care scholarship").
- D. Participating employees will have one or more dependent children between 0 and 12 years old who require child care. Employers can choose to extend this age up to 17 years old to cover summer camps and children with special needs.

Section 3. Responsibilities of MI Tri-Share SAP

MI Tri-Share SAP acknowledges and agrees to the following responsibilities related to the program:

- A. Work with the regional facilitator hubs to recruit, onboard, and provide administration and payment services for participating employers, employees, and child care providers.
- B. Maintain fiscal management of and implement, with fidelity, the program on behalf of the State of Michigan, as directed by MiLEAP.
- C. Determine employee eligibility to participate in the program.

- D. Provide participating employees with assistance in finding child care options that meet their needs.
- E. Provide an invoice to Employer for Employer and participating employee child care cost obligations.
- F. Collect obligated child care funds from the Employer on behalf of both Employer and its participating employees, collect matching funds from the State of Michigan, and submit all funds in one payment to the licensed child care provider as billed (typically upfront), to the extent the respective parties provide their obligated assistance. If the Employer is also the licensed child care provider for an employee, MI Tri-Share SAP will only collect from the State and will not exchange the Employer and employee portions of care with the Employer/Provider.
- G. In the event of an overpayment to a provider due to an employee terminating from Employer before the prepaid care occurs, MI Tri-Share SAP will seek to recoup the overpayment from the provider. After the provider returns the overpaid funds, a full account review will be completed. MI Tri-Share SAP will return to the Employer: Employer/employee portion of the overpayment collected from the provider that exceeds the Employer's current outstanding balance due to SAP. If the MI Tri-Share SAP is unable to collect the overpaid amount from the provider, Employer must pay the Employer and employee child care costs incurred.
- H. Submit payment for current or past care dates to the child care providers within one week of receiving a care service invoice. Invoices for future care dates (that begin more than a week in the future) will be paid the week prior to the care taking place.
- I. Reassess employee eligibility every two years unless Employer selects a different timeframe parameter.

Section 4. Responsibilities of Employer

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

- A. Promote the program to employees and direct employees interested in the benefit to apply online at **MITriShare.org**. Employees must apply for the benefit; Employer cannot apply on behalf of employees.
- B. Allow employees to choose the licensed child care provider that best meets their needs.
- C. Contribute at least one-third of the child care costs for each employee participating in the program.
- D. Collect one-third for MI Tri-Share or two-thirds for MI Care-Share of the child care costs from each participating employee. Initiating a payroll deduction is recommended.

- E. Pay the invoiced amount for Employer and employee portions of care **within 20 days of receipt**.
Employer must hold employee funds until receiving an invoice from MI Tri-Share SAP.

_____ Initials

Notwithstanding the termination timeframe stated in Section 5(C), MI Tri-Share SAP may immediately terminate this Agreement and cancel Employer's participation in the program if invoices are unpaid within 20 days of receipt.

- F. Accommodate changes in employee payroll deduction, or alternative collection method, as needed for changes in child care arrangements, such as care rate increases or additional hours of care.
- G. **Report to the MI Tri-Share SAP immediately when an employee is no longer utilizing the program** due to ineligibility, termination, or other causes. Employer must pay the Employer and employee child care costs incurred or prepaid until MI Tri-Share SAP receives notice.

_____ Initials

- H. If MI Tri-Shaer SAP returns funds to Employer due to overpayment, Employer must remit the employee portion to the employee. If an employee has an outstanding balance at termination, Employer is responsible for collecting the balance from employee. MI Tri-Share SAP will not reimburse nor collect funds from employees directly.
- I. Take reasonable steps to ensure that all information provided to MI Tri-Share SAP is honest, complete, and accurate. If any misrepresentation of information is suspected, MI Tri-Share SAP will review and reserves the right to immediately terminate the program with the Employer.
- J. Employer may set additional parameters around which employees are eligible to participate in the program, the number of program slots Employer will sponsor, and how Employer would like the slots to be awarded (see page five for examples). Employer should indicate any specific parameters on the last page of this Agreement or consult with MI Tri-Share SAP 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 employee's actual child care costs.

Section 5. Other Terms**A. 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.

B. Availability of Funds

MI Tri-Share SAP payment of State funds for purposes of this Agreement is subject to and conditional upon the availability of those funds for such purposes. No commitment is made by MI Tri-Share SAP to continue or expand activities covered by this Agreement. Funding for services to be provided each State fiscal year is dependent on legislative appropriation. MI Tri-Share SAP will notify Employer of any funding changes that will impact program viability.

C. 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.

D. Limited MI Tri-Share SAP Role

Employer acknowledges that MI Tri-Share SAP is a third-party intermediary collecting funds from the State of Michigan and Employer (for Employer and employee portions) for transfer to the child care provider, and assumes only the obligations described herein. MI Tri-Share SAP 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 MI Tri-Share SAP limited fiduciary role. In the event the State of Michigan or the Employer fails to provide funding as required in this Agreement, MI Tri-Share SAP 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.

E. Use of Employer Name

Employer consents to being identified publicly as a participating employer, including use of its name on the UWNWMI and MI Tri-Share websites for this purpose.

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F. 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 Michigan, and the parties consent to personal jurisdiction and venue in Kent County in connection with any action between the parties arising out of this Agreement and the program. Each party is authorized to enter this Agreement on its organization's behalf

We, the undersigned, agree to the provisions identified in this Agreement and acknowledge that we are satisfied with the terms as outlined. (please complete each field below)

Employer Business Name: _____

Street Address: _____

City/Zip Code/County: _____

Phone/Email: _____

Accounts Payable Contact Name and Phone: _____

Accounts Payable Email (to send invoices): _____

Total Number of Employees in the Organization: _____

Business Industry Sector: _____

Employer's Authorized Designee & Title (printed): _____

Employer's Authorized Designee Signature: _____ Date: _____

MI Tri-Share Statewide Administrative Partner

Business Name: Heart of West Michigan United Way

Address: 118 Commerce Avenue, Grand Rapids, MI

Phone: (888) 344-1124

Director of MI Tri-Share Name: _____

Signature: _____

Date: _____

President & CEO Name: _____

Signature: _____

Date: _____

Please answer the questions below to select the parameters that will apply to your benefit program.

1. Does the business want to offer the benefit to cover children over the age of 12? ☐ **YES** ☐ **NO**

If yes, please specify what ages between 13-17 would you like to add: _____

2. Does the business want to offer the benefit to cover licensed Michigan summer camps? ☐ **YES** ☐ **NO**

Note: Camps have different licenses than child care provider licenses. Some child care programs call summer care "camps" which would be automatically covered under standard program guidelines. In some areas, licensed summer camps are the only option for school aged children.

If yes, which camps would you like to cover? ☐ **Day Camp** ☐ **Overnight Camp** ☐ **Both**

Do you want to specify a number of camp slots per year? If so, how many? _____

If selecting overnight camp, would you like to specify the maximum amount of days or the number of camps a child can attend? (If so, please list. Example: One 7-night camp per child per family.)

Extended "MI Care-Share" Option: Employers can choose to add an extended MI Tri-Share program ("MI Care-Share") for employees with household incomes above the 400% FPL MI Tri-Share income eligibility threshold. By choosing to offer this option, employers agree to contribute one-third of the child care costs for each employee participating in the MI Care-Share program and collect the remaining two-thirds of the child care cost from each participating employee. The state of Michigan covers all associated administrative fees for this program, but does not contribute toward the care costs.

Does the business want to offer MI Care-Share? ☐ **YES** ☐ **NO**

If yes, please list any specific parameters or slot restrictions that apply only to MI Care-Share.

Additional Parameters are an employer's choice and are not required to participate in the program. Please add items that meet your needs and budget as an employer in the MI Tri-Share program. Employers can change program parameters at any time, contact us for a new parameter page.

Examples include, but are not limited to, restricting participation to full-time employees who have been with the company for a minimum period of time, offering a total number of either employee or child slots, and selecting how slots are allocated (for example: lowest FPL; first-come, first-served basis; etc.).

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