**XYZ Shared Services Alliance**

**MEMORANDUM OF AGREEMENT**

***names of agencies and CCMS in this document are fake for example purposes only - please customize to meet your needs***

This Memorandum of Agreement (“MOA”) is made by and between XYZ Shared Services Alliance, and PROVIDER NAME , a registered family child care program in STATE (“Program”). XYZ, and Program are collectively referred to as “the Parties”.

**WHEREAS,** XYZ will provide the Program with the following:

* A 12-month license to utilize 123 CCMS, a child care management program;
* Technical assistance to support Program data entry into the 123 CCMS system;
* Support to ensure 123 CCMS is operational for the Program;
* Business coaching to support the Program with business and financial goals, business planning, bad debt management, increased QRIS level achievement, and other aspects of the Program operations as identified by XYZ and the Program; and
* Access to a professional network of family child care providers participating in the XYZ program for peer networking and support.

WHEREAS, the Program will:

* Demonstrate commitment to the program by actively participating in and prioritizing each scheduled training or professional development workshop, peer connect meeting, and scheduled coaching session;
* Provide baseline data via the assessment tool provided by XYZ to identify areas of strength and challenges;
* Establish goals with XYZ or appointed designee to improve business practices;
* Implement strategies offered by XYZ or appointed designee, that are linked to achieving business goals;
* Work with XYZ, or appointed designee to assess progress in meeting goals, establish new goals as needed, and implement new strategies for goals that remain unrealized;
* Participate in 123 CCMS onboarding training, to include the following activities:
* Populate 123 CCMS with program information (billing and rates, current family information, documents, schedules, etc.);
* Create and implement a process to collect child/family records; and
* Create and implement a process for ongoing family communications and daily check-in and check-out.
* Communicate with families and staff regarding the transition to electronic sign in/out in 123 CCMS ;
* Agree to share data with XYZ and 123 CCMS ;
* Access 123 CCMS support as needed for immediate trouble-shooting and contact XYZ for ongoingtraining and technical assistance, as needed;
* Agree that, upon enrollment, families will be requested to download the 123 CCMS app and enroll in notifications as required for daily communication and emergency messages;
* Grant permission for XYZto view participant data in123 CCMS and to aggregate and share de-identified data with community partners, consultants, and funders to track patterns, improve program design, and report outcomes, as needed; and
* Receive a laptop and combined printer/scanner. These assets are provided to the Program to fully participate in XYZ and usage is intended solely for the family child care provider’s business needs. This includes participation in training and professional development, coaching, use of the CCMS, and other software utilized as part of the business operations. If the Program drops out of the XYZ program or fails to meet adequate participation milestones before August 31, 2023, the Program will forfeit the assets and return them to XYZ. The Program will forfeit the assets and return them to XYZ if on or before June 30, 2024 any of the following occur:
	+ The Program forfeits the STATE child care registration;
	+ The Program closes the business; or
	+ The Program is closed due to action taken by the State Department of Education Office of Child Care.

**NOW THEREFORE**, in consideration of the premises and mutual promises and covenants herein contained, the Parties agree as follows:

1. This MOA shall be effective beginning August 30, 2022 and shall expire August 31, 2023. This MOA may be terminated at any time for any reason by any Party upon written notice.
2. The Parties pledge to collaborate in good faith to attempt to informally and amicably resolve any disputes that may arise between them concerning this MOA.
3. The Parties will each indemnify and hold the other party and its affiliates, successors and assigns (and their respective officers, directors, members, managers, employees, licensees and agents) harmless from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including reasonable attorney fees and legal costs) (collectively, “Indemnifiable Losses”) that arise out of or relate to any services performed by such party under this Agreement. The party requesting to be indemnified (“Indemnified Party”) must notify the other party (“Indemnifying Party”) promptly of any claim pursuant to this Section. The failure to give such notice will not relieve the Indemnifying Party of its obligations except to the extent that it is actually and materially prejudiced by such failure. The Indemnified Party may, at its expense, participate and appear on an equal footing with the Indemnifying Party in defending any claim. The Indemnifying Party may not settle any claim without the Indemnified Party’s written approval. The Indemnifying Party must reimburse the Indemnified Party for any Indemnifiable Losses upon presentation of a reasonably detailed statement of the nature and amount of such losses provided, however, that such indemnity, and hold harmless obligations are limited to the extent the Indemnifiable Losses are caused by the party’s negligence or willful misconduct.
4. None of the Parties will be liable for any delay or failure to perform under this Agreement as a result of any cause or condition beyond such Party’s reasonable control, so long as such Party uses reasonable efforts to avoid or remove those causes of delay or non-performance.

No modification or amendment of this MOA will be valid unless in writing and signed by Parties.

 **IN WITNESS WHEREOF**, the Parties hereto, through their authorized representatives, have executed this Memorandum of Agreement effective for dates written above.

**PROGRAM**



NAME Date

**XYZ SSA**



FIRST NAME, LAST NAME, Executive Director Date