

Attention Indiana Child Care Provider:

Please fill out the attached provider agreement and ACH form in Exhibit A completely. It is important that all blanks are filled out completely along with any required documentation such as voided check etc.

Failure to complete and return forms could result in delayed shipment of your POS equipment and/or a delay in provider payments.

Once completed fax to 888-474-7160 or email to ECCOperations@conduent.com. Forms can also be returned to the address listed below.

Please contact ECCOperations@conduent.com if you have any questions about the agreement.

Sincerely,

Conduent ECC Child Care Operations

**Conduent State and Local Solutions
PO Box 80589
Austin, TX 78708**

INDIANA PROVIDER AGREEMENT

FOR INTERNAL USE ONLY

Provider State License No.: _____

Contract No.: _____

Effective Date: _____

This **Agreement** is made by and between Conduent State & Local Solutions, Inc. a New York Corporation, having an office at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "Conduent") and _____

_____, a _____ corporation, individual(s), partnership, other _____; organized and existing under the Laws of the State of _____, and having a business, residence at _____ (hereinafter "**Provider**").

Conduent is under contract with the State of Indiana (hereinafter "**State**") to provide an automated e-Child Care system that provides timekeeping and recording of attendance of State authorized Child Care attendees as well as provide the State's reimbursement for the subsidized attendees to Child Care providers. As part of that contract with the State, Conduent is also required to furnish equipment for the use of child care providers and maintain that equipment.

Article 1: Conduent RESPONSIBILITIES

- 1.1 Conduent will furnish Provider with Point of Service (POS) equipment (hereinafter "**Equipment**") and related services: installation, training, repair, help desk support and reimbursement.
- 1.2 Equipment. Equipment shall be a VeriFone model Vx510. Conduent reserves the right to change the Equipment's brand, model or features at any time without prior notification to Provider.
- 1.3 Equipment Ownership. Equipment shall at all times remain the property of Conduent.
- 1.4 Equipment Usage. Unless otherwise provided for in this Agreement, Equipment shall be used by Provider solely in connection with the Indiana Child Care Reimbursement Office Child Care Program (hereinafter "**State Child Care Program**").
- 1.5 Equipment Allocation. One (1) unit of Equipment shall be furnished for every 50 State authorized Child Care attendees assigned to the Provider under the State Child Care Program (hereinafter "**Active Participants**"). Conduent reserves the right to remove excess Equipment on demand during Provider's normal business hours. Excess Equipment is defined as a ratio of Equipment to Active Participants of less than 1:50 when more than 1 (one) unit of Equipment is furnished (examples: 1:49 or 1:30). Guidelines for Equipment allocation are established under a separate contract between Conduent and the State.

Conduent will furnish Equipment under this Agreement to Child Care providers who do not currently have Active Participants, provided an Equipment deposit is furnished by the Provider.

- 1.6 Installation. Conduent shall provide for Equipment installation at a time mutually agreed to between Conduent (or its designated installer) and the Provider.
- 1.7 Training. At the time of installation, the Provider or authorized person will be trained and provided one (1) *Quick Reference Guide* and one (1) *Provider Operations Manual*.
- 1.8 Help Desk. Conduent shall provide a toll-free telephone number for Provider use 24 hours per day/7 days per week. The Help Desk will be staffed by customer support representatives between the hours of 6:00 a.m. and 9:00 p.m. Monday through Friday. The Help Desk will also be staffed on all major holidays except New Year's Day, Independence Day, Thanksgiving, and Christmas day. During non-staffed time, Help Desk calls will be handled through an Interactive Voice Response Unit (IVR). Telephone calls from pay phones will not be accepted.
- 1.9 Equipment Repair. Conduent shall be solely responsible for repair of Equipment. For Equipment repair, Provider shall promptly notify Conduent using the telephone number(s) separately furnished to Provider by Conduent. Repair calls will

be accepted during normal help desk hours listed above or the Provider may leave a message on the IVR regarding the nature of the problem. Telephone calls from pay phones will not be accepted. At Conduent discretion, Equipment may either be repaired or replaced.

- 1.10 Reimbursement. Conduent shall provide for bi-weekly reimbursement to the Provider based on Provider's participation under the State Child Care Program. Conduent shall use the data furnished by the Provider under Exhibit A for reimbursement, as may be updated from time to time by the Provider in writing. Reimbursement shall be by electronic funds transfer only.
- 1.11 Supplies. Conduent will be furnishing the Provider a website to order paper used in the Equipment. That website is www.conduenteccsupply.com and paper will be shipped directly to provider.

Article 2: PROVIDER RESPONSIBILITIES

- 2.1 Equipment Use and Care. The Provider agrees that it shall follow the instructions of any manuals accompanying the Equipment, as amended from time to time, in the care, use and installation requirements of the Equipment as specified by the manufacturer or Conduent.
- 2.2 Equipment Security. Provider agrees that it shall provide reasonable security measures to protect the Equipment from damage, theft or unauthorized use.
- 2.3 Equipment Environmentals. Provider agrees that it shall provide suitable electric current to operate the Equipment, a suitable place for Equipment installation, a suitable environment for the Equipment and telephone service for use by the Equipment (shared or dedicated at Provider discretion). Provider agrees to be solely responsible for and bear all one-time and recurring expenses and fees, of all electrical and telephone services necessary for the operation of the Equipment.
- 2.4 Provider and Bank Data. Provider agrees that at all times it shall provide accurate and current data for Exhibit A. Provider acknowledges that failure to immediately notify Conduent in writing of changes to Exhibit A data may result in delayed or lost reimbursements.
- 2.5 Equipment Control and Location. Provider agrees that it will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the Provider address(es) stated in Exhibit B without prior written notification to Conduent. Provider agrees that at all times it shall provide accurate and current data for Exhibit B.
- 2.6 Equipment Liens. Provider agrees that it shall keep the Equipment free and clear of all liens and encumbrances.
- 2.7. Equipment Access. Provider agrees that Conduent or its designee shall have free and clear access to the Equipment at all reasonable times for the purpose of maintenance, repair, inspection or removal.
- 2.8 Equipment Repair. Provider agrees that it shall not make or attempt to make any repairs to the Equipment.
- 2.9 Equipment Supplies. Provider agrees that it shall be responsible for procuring the Equipment's printer paper at its sole expense.

Article 3: TERM AND TERMINATION

- 3.1 Initial Term. The initial term of the Agreement shall commence on the Effective Date and extend to March 1, 2004 (hereinafter "**Initial Term**").
- 3.2 Renewal Periods. Unless the Agreement is terminated or expires in accordance with the terms of this Agreement, this Agreement shall automatically renew without further action for twelve (12) month periods from March 1 to February 28/29 (hereinafter "**Renewal Period(s)**").
- 3.3 Termination. Either party may terminate this Agreement without cause upon giving fifteen (15) days prior written notice to the other party, citing this Section 3.3.

This Agreement shall terminate immediately upon the instance of one or more of the following: Provider is no longer authorized under the State Child Care Program or Provider ceases its business operations in the State for any reason.

3.4 Effect of Termination – Equipment. Within five (5) business days of Agreement termination, Provider shall return all Equipment to Conduent at Conduent expense and in the manner agreed to by Conduent, or make the Equipment available for Conduent pickup at a mutually agreed time from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding Federal holidays. Upon termination of the Agreement pursuant to the provisions herein, Provider will immediately return the Equipment to Conduent or purchase the Equipment from Conduent at a price to be mutually agreed upon between Conduent and Provider. Failure of the Provider to return equipment within ten (10) business days of the effective termination date will result in an ACH debit in the amount of seven hundred and sixty-five dollars and no cents (\$765.00) to the Provider’s financial institution account.

Article 4: LOSS OF EQUIPMENT

4.1 Provider shall ensure that Provider’s existing insurance coverage, if any, covers the Equipment against casualty loss. Provider agrees to bear the expenses incurred by Conduent to replace Equipment that is lost, suffers a casualty loss or is stolen while the Equipment is in the Provider’s care. Failure to reimburse Conduent for replacement Equipment shall be deemed a Termination in accordance with the provisions of Section 3 and Equipment not returned in accordance with the provisions of Section 3.4 will subject the provider’s account to an ACH debit.

Article 5: LIMITATION OF LIABILITY

5.1 Conduent shall in no event be liable for any damages, including but not limited to, special, consequential or exemplary damages of any kind whether arising in contract, tort, warranty, indemnification or contribution, or under any other theory of law with regard to matter arising from this Agreement.

Article 6: INDEMNIFICATION

6.1 Except for Conduent gross negligence, if any claim is asserted or action brought against Conduent arising from this Agreement, Provider shall hold harmless and defend Conduent from any such claim or action at Provider expense, and shall indemnify Conduent for any cost and damages, including attorney's fees actually incurred by Conduent in connection therewith.

Article 7: WARRANTIES

7.1 CONDUENT WARRANTS THAT SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS BY QUALIFIED PERSONNEL IN A QUALITY MANNER AND WILL CONFORM TO THE SPECIFICATIONS AS DESCRIBED HEREIN.

7.2 THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN BY CONDUENT WITH RESPECT TO THE SERVICES AND EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. CONDUENT MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Article 8: GOVERNING LAW

8.1 This Agreement will be governed by and construed in accordance with the Laws of the State of Indiana and any action commenced hereunder shall be brought in State of Indiana. Further, Provider consents to the jurisdiction of the courts located in State of Indiana.

Article 9: ASSIGNMENT

9.1 Neither this Agreement, nor any right or obligation thereunder, shall be assigned to third parties by the Provider without the prior written consent of Conduent.

Article 10: PROVIDER PURCHASE ORDER

10.1 The terms and conditions contained in this Agreement shall take precedence over and shall apply in lieu of any terms and conditions contained on any Provider document unless mutually agreed to by the parties and specifically incorporated herein.

Article 11: AMENDMENTS OR ADDENDA

11.1 The amendments, addenda, exhibits or attachments listed below, are incorporated herein by reference:

Exhibit A: Indiana Child Care Home or Center Settlement Authorization Form

Exhibit B: Provider Location Information

Article 12: INDEPENDENT CONTRACTOR

12.1 The parties shall, at all times, be independent contractors, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the parties.

Article 13: ENTIRE AGREEMENT AND MODIFICATIONS

13.1 This Agreement supersedes any and all prior representations, conditions, warranties, understandings, proposals, or previous agreements between the parties hereto, either oral or written relating to the matters of this Agreement hereunder and constitutes the sole, full and complete agreement between the parties.

13.2 Further, this Agreement shall not be modified, changed, amended, or waived except by means of a written instrument signed by an authorized representative of each party.

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IN WITNESS WHEREOF, the parties hereto have, through duly authorized officials, executed this Agreement.

CONDUENT STATE & LOCAL SOLUTIONS, INC.

CHILD CARE HOME OR CENTER



By:

(Signature)

(Signature)

Michael Langenohl

(Name, type or print)

(Name, type or print)

(Title)

(Title)

(Date)

(Date)

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Exhibit A

INDIANA CHILD CARE HOME OR CENTER SETTLEMENT AUTHORIZATION FORM

Provider ID #: _____

Date: _____

Full Legal Business Name _____

Authorizes Conduent and its designated financial institution, Bank of America, and the financial institution listed below to deposit reimbursement funds to and debit from (equipment) the indicated business account for activity related to the State of Indiana Child Care Program subject to the terms of the Provider Agreement.

Step 1: Choose () One: First Submission Change in Banking Info

Step 2: Choose () One: BUSINESS INDIVIDUAL (No DBA)

Step 3: Complete Provider Information and Payment Method:

DBA (Business Name)

Authorized Individual Name

Title

Address Line 1

Address Line 2

City/State/ZIP

Telephone Number

Authorized Signature

Payment Method - Choose () One:

Direct Deposit
(Please see additional information in Step 4 below)

Account Type (choose one):

Checking Savings

ABA Bank Routing Number

Account Number

Step 4:

For checking accounts:

- Attach a Voided Check, deposit slips **CANNOT** be accepted as a form of proof.
- You may also enclose a letter from your bank with the Routing and Account Number information printed on it.

For savings accounts:

- A Deposit Slip for Savings Accounts **CAN** be accepted.
- You may also enclose a letter from your bank with the Routing and Account Number information printed on it.

NOTE:

- Failure to follow directions in Step 4 **MAY** result in funds being rejected or deposited into the wrong account.
- Please note that information received after 4pm the Friday before pay period will take effect the following pay period.

Step 5: Return completed form to:

Conduent State and Local Solutions
PO Box 80589
Austin, TX 78708
ECCOperations@conduent.com

Exhibit B

Provider Location Information Form

Please complete a separate sheet for each facility if you own more than one.

Tax Identification Number (TIN) or Social Security Number	
Name	
Facility Name	
Street Address	
City	
State	
Zip Code	
Primary Phone Number	
Second Phone Number	
Third Phone Number	
Fax Number	
e-Mail Address	
Primary Contact	