

LOUISIANA CCAP PROVIDER TIME AND ATTENDANCE EQUIPMENT AGREEMENT

FOR INTERNAL USE ONLY
Agreement Number: LADAYC-00-

CCAP Provider ID: _____

Effective Date: _____

This **Agreement** is made by and between Conduent State & Local Solutions, Inc. a New York Corporation, (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 Louisiana (hereinafter "**State**") to provide an automated e-Child Care system that provides timekeeping and recording of attendance of State authorized Child Care attendees. As part of that contract with the State, Conduent is also required to furnish equipment for the use of Class A, R and M. child care providers and maintain that equipment.

Article 1: CONDUENT STATE AND LOCAL SOLUTIONS RESPONSIBILITIES

- 1.1 Conduent will furnish Provider with Point of Service (POS) and biometric finger image reader equipment (hereinafter "**Equipment**") and related services: installation, training, repair, and help desk support.
- 1.2 Equipment. Equipment shall be a VeriFone model 570 Point-of-Service (POS) terminal and MSO300 (Biometric reader). 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. Equipment shall be used by Provider solely in connection with the Louisiana Electronic Child Care Assistance Program (hereinafter "**CCAP**").
- 1.5 Equipment Allocation. Guidelines for Equipment allocation are established under a separate contract between Conduent and the State. Equipment will be allocated at a ratio of 1 unit of Equipment to 40 State authorized Child Care attendees (hereinafter "Active Participants"), with the following two exceptions: (1) Class A, R and M Providers who provide services for 39 or less authorized Child Care attendees will receive, at a minimum, one unit of Equipment; (2) Providers will receive an additional unit of Equipment if there is a "remainder" after dividing the highest number of authorized Child Care attendees by 40. Examples: (1.) A Provider with 1-40 Active Participants would receive 1 unit of Equipment; (2.) A Provider with 41-80 Active Participants would receive 2 units of Equipment; (3.) A Provider with 85 Active Participants would receive 3 units. If a single Child Care Provider operates more than one facility, these guidelines apply to each of the facilities.

Conduent reserves the right to remove Excess Equipment on demand during Provider's normal business hours. Excess Equipment is defined as any equipment that exceeds the equipment allocation pursuant to the Guidelines for Equipment allocation described above and in the contract between Conduent and the State of Louisiana.

- 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) *Louisiana Child Care Provider Operations Manual*. This reference

material will also be made available on the Child Care Provider Web. Amendments to the Quick Reference Guide and the Louisiana Child Care Provider Operations Manual will be provided hard copy.

- 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. 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 and Interactive Voice Response Unit (IVR). Telephone calls from pay phones will not be accepted.
- 1.9 Equipment Repair. Conduent shall be solely responsible for the 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. If the equipment issue cannot be resolved by phone with the Customer Service Representative nor NEMC, and replacement equipment is required, the equipment is replaced within 24 hours of notification of the problem and is received by the provider the following business day.
- 1.10 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 (standard 120 volt outlets) 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/internet services necessary for the operation of the Equipment.
- 2.4 Provider and Bank Data. Provider agrees that it shall provide accurate and current data for Exhibit A (Louisiana CCAP Provider Reimbursement and Settlement Authorization Form). Provider acknowledges that failure to immediately notify Conduent in writing of changes to Exhibit A data may result in delay in equipment installation. Provider acknowledges and agrees that banking information can be used to credit, debit, and/or make adjustments to credits or debits, required to fulfill the terms of this agreement.
- 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 removed from the Provider's possession and control without prior authorization from State.
- 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. 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 3: TERM AND TERMINATION

- 3.1 Term. The term of the Agreement shall commence on the Effective Date and continue through Provider’s State determined term CCAP participation, as well as the existence of assigned Active Participants.
- 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 the duration of authorization assignment and active participation.
- 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 Sate Child Care Assistance 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’s 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 debit to the Provider’s financial institution account in an amount consistent with the schedule below. If the Provider does not have an account with a financial institution, the Provider will be billed in accordance with the schedule below.

	Year One	Year Two	Year Three	Year Four	Year Five
VeriFone Model VX 570 (POS)	\$338.00	\$270.00	\$202.80	\$135.20	\$67.60
MSO300 (Biometric Reader)	\$435.00	\$348.00	\$261.00	\$174.00	\$87.000
Complete Set	\$773.00	\$618.00	\$463.80	\$309.20	\$164.60

Article 4: CARE OF EQUIPMENT

- 4.1 Provider agrees to follow the instructions of any Manuals accompanying the Equipment, as amended from time- to-time, in the use and care of the Equipment and agrees to advise Conduent or its authorized representatives of any conditions that may require servicing. Provider will take all reasonable security measures to protect the Equipment from damage and/or unauthorized use. Provider will not make or attempt to make any repairs to the Equipment. Provider agrees to bear the expense of r repairing damage to the Equipment which occurs while the Equipment is in Provider's care, unless such damage is caused by Equipment malfunction which did not result from Provider's improper use of the Equipment.

Article 5: LIMITATION OF LIABILITY

- 5.1 Conduent and the State will not be responsible or liable for any cost, expense or damage arising out of the use of the Equipment by Provider including, but not limited to, lost profits or damages to persons or property. Provider will bear all risks including the entire risk of loss, theft, damage or destruction of the Equipment and all liability for the use, possession, operation, storage and condition of the Equipment; provided, however, that

Provider will not be liable for personal injury and/or damages to property resulting from the negligence or willful acts of CONDUENT, its employees, subcontractors or agents.

Article 6: IDEMNIFICATION

6.1 Provider will indemnify and hold Conduent, its parent corporations, affiliates, employees, subcontractors and agents harmless from all losses, costs, expenses and damages, including attorney's fees, incurred because of or incident to the Equipment or the use, possession, operation, storage and condition thereof; provided, however, that Provider's obligation to indemnify and hold harmless will not apply in cases which Conduent will be found liable for personal injury and/or damage to property resulting from the negligence or willful acts of Conduent, its employees, subcontractors or agents.

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 Louisiana and any action commenced hereunder shall be brought in State of Louisiana. Further, Provider consents to the jurisdiction of the courts located in State of Louisiana.

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: AMENDMENTS OR ADDENDA

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

Exhibit A: Louisiana CCAP Provider Reimbursement and Settlement Authorization Form

Article 11: INDEPENDENT CONTRACTOR

11.1 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 12: ENTIRE AGREEMENT AND MODIFICATIONS

- 12.1 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.
- 12.2 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)

SVP, SES Customer Care _____
(Title) (Title)

4/26/2010 _____
(Date) (Date)

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EXHIBIT A
LOUISIANA CCAP PROVIDER REIMBURSEMENT AND 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 Louisiana's Child Care Assistance Program subject to the terms Provider Agreement.

Choose () One:

First Submission Change in Banking Info

Fill in information for the account funds will be deposited in to:

Business Information:

Authorized Individual Name _____

Title _____

DBA (Business Name) _____

Address _____

City/State/Zip _____

Telephone Number _____

Authorized Signature _____

Checking Account Number:

Savings Account Number:

Bank Routing Number (ABA Number):

Please return this completed form and a voided check or deposit slip to:
Conduent State and Local Solutions
P.O. Box 80469, Austin, TX 78708
Questions? Contact us at: (866) 217-1076

ATTACH VOIDED CHECK OR DEPOSIT TICKET IN THIS BOX OR
ENCLOSE A LETTER FROM YOUR BANK WITH ROUTING &
ACCOUNT # INFORMATION
NOTE: WE CAN ONLY ACCEPT CHECKING ACCOUNTS

Louisiana Provider 123 Main St Louisiana City, LA 12345	2372
Pay to the Order of _____	Date _____
XYZ Bank of Louisiana City, XY	\$ <input type="text"/> Dollars
For _____	
:123789789:987654321:2372	