

# ALABAMA TAS PROVIDER EQUIPMENT AGREEMENT

FOR INTERNAL USE ONLY  
 Agreement Number: ALDAYC-00-

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 Alabama (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 STATE AND LOCAL SOLUTIONS RESPONSIBILITIES**

- 1.1 Conduent will furnish Provider with Point of Service (POS) terminal equipment (hereinafter "**Equipment**") and related services: installation, training, repair, and help desk support.
- 1.2 Equipment. Equipment shall be a VeriFone model VX 510 or 570 Point-of-Service terminal (POS). 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 Alabama Child Care Subsidy Program (hereinafter "**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.
- 1.6 Shipping and Training. POS devices will be shipped via FedEx to providers at the address supplied in the provider record. Installation instructions are included with the device. Additionally, each provider will be shipped one (1) *Quick Reference Guide* and one (1) *POS User Manual*. This reference material will also be made available on the Provider Web Portal (www.alacctas.com). Providers will also be shipped a toll-free phone number for the e-Child Care Operations Center that can assist with installation and training questions.
- 1.7 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.
- 1.8 Equipment Repair. Conduent shall be solely responsible for the repair of malfunctioning 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. 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 either the Customer Service Representative or the e-Child Care Operations Center, and replacement equipment is required, the equipment is replaced within 48 hours of notification of the problem and is received by the provider the following business day.

- 1.9 Supplies. Conduent will be furnishing the Provider a website to order paper used in the Equipment. That website is [www.conduenteccsupply.com](http://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 at all times it shall provide accurate and current data for Exhibit A (Alabama 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 and/or payment for child care services. 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 moved from the Provider address(es) reflected on record with the State 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.

**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 of agreement for 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 State Child Care Subsidy Program, Provider ceases its business operations in

the State for any reason, or Provider is not caring for children authorized under State Program subsidies for a predetermined amount of time.

- 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 in an ACH debit for the value of the Equipment in an amount no greater than three hundred dollars and no cents (\$300.00) to the Provider’s financial institution account.

Should such a debit occur as a result of non-returned equipment on the part of Provider, Provider will have 30 days from the day of the debit to return the equipment and receive a full refund. Credits will not be issued beyond 30 days and Provider will own the equipment if they were successfully debited in accordance with the terms of this Agreement. Provider will be notified in writing of any pending debit for unreturned equipment prior to said debit.

**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 replacing or 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: RESERVED**

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

**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: Alabama Reimbursement and Settlement Authorization Form
- Exhibit B: Provider Location Confirmation 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 VENDOR**

By:		_____
	(Signature)	(Signature)
	Michael Langenohl	_____
	(Name, type or print)	(Name, type or print)
	_____	_____
	(Title)	(Title)
	_____	_____
	(Date)	(Date)

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## EXHIBIT A

### ALABAMA 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 Alabama's Child Care Subsidy Program subject to the terms of the Provider Agreement.

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

Step 2: Choose (  ) One:  BUSINESS (has FEIN)  INDIVIDUAL (No DBA, has SSN on file)

Step 3: Complete Vendor Information and Payment Method:

\_\_\_\_\_  
DBA (Business Name)

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
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.**

Step 5:

**Return completed form to:**

**Mailing Address:**

Conduent State and Local Solutions  
P.O Box 80589  
Austin, TX 78708

**Fax Number:**

888-474-7160

Questions? Contact us at [ECCOperations@Conduent.com](mailto:ECCOperations@Conduent.com)

## EXHIBIT B Provider Location Confirmation Form

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

<b>Provider ID Number</b>	
<b>Provider Federal Tax ID Number (SSN or EIN)</b>	
<b>Name</b>	
<b>Street Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip Code</b>	
<b>Primary Phone Number</b>	
<b>Second Phone Number</b>	
<b>Third Phone Number</b>	
<b>Primary Contact Name</b>	
<b>Secondary Contact Name</b>	

# Electronic Child Care (ECC) POS Device Selection

Provider ID \_\_\_\_\_ Provider Name \_\_\_\_\_

Please help us determine which model of Point of Service (POS) terminal would be best suited for your child care facility by completing this survey. Consider the following information when determining the location of your equipment:



POS terminal Dimensions  
 Length: 8 in.  
 Width: 4 in.  
 Height 3.07 in.

Power cord length: 6 ft.  
 Data cord length: 6 ft.

Conduent Training Helpdesk

**866-316-5450**

Check the answer that best applies:

If you are planning to use a phone line to connect your POS device, please answer the following questions.

Yes  No  Unsure

Is there a functioning electrical outlet (*power strip, extension cord, etc.*) near where you will locate the POS device?

Yes  No  Unsure

Do you have landline phone service (*not a cellular phone*)?

Yes  No  Unsure

If you have a landline phone service, is your service analog? *Traditional phone service is non-digital and referred to as analog service. Digital service is offered through an internet service provider.*

Yes  No  Unsure

Do you need to dial a prefix ( e.g. 8 or 9) to place an outgoing call?  
 List prefix here \_\_\_\_\_

Yes  No  Unsure

If you have landline phone service, do you have a functioning phone connection near where you will locate the POS Device (*wall jack, fax machine, etc.*)? *You can test functionality by plugging in a phone to the phone connection and listening for a dial tone.*

If you are planning to use the internet to connect your POS device, please answer the following questions.

Yes  No  Unsure

Do you have high speed internet service?

Yes  No  Unsure

If you have high speed internet service, is there a functioning internet connection where you will locate the POS Device (*internet modem, router, wall jack, etc.*)? *You can test for functionality by plugging in a different internet device and checking for connection.*

Yes  No  Unsure

If you have high speed internet service, are you using firewalls? (*firewalls are settings on the computer that prevent unauthorized users from accessing personal information.*)

To eliminate incompatibility issues regarding your POS type please tell us your phone or internet carrier:

\_\_\_\_\_

Provide any additional comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_