

VIRGINIA ELECTRONIC CHILD CARE (VA-ECC) VENDOR AGREEMENT

Vendor ID: _____

Effective Date: _____

This **Agreement** is made by and between Conduent State & Local Solutions, Inc. a New Jersey Corporation, (hereinafter “**Conduent**”) and _____, a _____ corporation, individual(s), partnership, Limited Liability Company (LLC), other _____; organized and existing under the Laws of the state of _____, and having a business, residence at _____ (hereinafter “**Vendor**”).

Conduent is under contract with the Commonwealth of Virginia (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 vendor. As part of that contract with the State, Conduent is also required to furnish equipment for the use of child care vendor and maintain that equipment.

Article 1: Conduent STATE AND LOCAL SOLUTIONS RESPONSIBILITIES

- 1.1 Conduent will furnish Vendor with Point of Service (POS) terminal equipment (hereinafter “**Equipment**”) and related services: installation, training, repairs, 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 Vendor.
- 1.3 Equipment Ownership. Equipment shall at all times remain the property of Conduent.
- 1.4 Equipment Usage. Equipment shall be used by Vendor solely in connection with the Virginia ECC Time and Attendance Child Care Program (hereinafter “**Program**”).
- 1.5 Equipment Allocation. One (1) unit of Equipment shall be furnished for every 50 Commonwealth authorized Child Care attendees assigned to the Vendor under the Commonwealth Child Care Program (hereinafter “**Active Participants**”). Conduent reserves the right to remove excess Equipment on demand during Vendor’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 Installation. Conduent shall provide for Equipment installation at a time mutually agreed to between Conduent (or its designated installer) and the Vendor.
- 1.7 Training. At the time of installation, the Vendor or authorized person will be trained and provided one (1) *Quick Reference Guide* and one (1) *Virginia Child Care Vendor Operations Manual*. This reference material will be also be made available on the Child Care Vendor Web Portal.
- 1.8 Help Desk. Conduent shall provide a toll-free telephone number for Vendor 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.
- 1.9 Equipment Repair. Conduent shall be solely responsible for repair of Equipment. For Equipment repair, Vendor shall promptly notify Conduent using the Conduent Vendor Help Desk number

separately furnished to VENDOR 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's discretion, Equipment may either be repaired or replaced. If the equipment issue cannot be resolved by phone with the Customer Service Representative nor National Equipment Maintenance Center (NEMC), and replacement equipment is required; the equipment is replaced within 48 hours of notification of the problem and is received by the Vendor the following business day.

- 1.10 Supplies. Conduent will provide the initial supply of paper. After the initial two (2) rolls per device supply, Vendor will be responsible for purchasing paper for the equipment.

Article 2: VENDOR RESPONSIBILITIES

- 2.1 Equipment Use and Care. The Vendor 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. Vendor agrees that it shall provide reasonable security measures to protect the Equipment from damage, theft or unauthorized use.
- 2.3 Equipment Environmentals. Vendor 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 Vendor discretion). Vendor 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 Vendor and Bank Data. Vendor agrees that at all times it shall provide accurate and current data for Exhibit A (Virginia Vendor Settlement Authorization Form). Vendor 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. Vendor 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. Vendor agrees that it will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the Vendor address(es) reflected on record with the State without prior authorization from State.
- 2.6 Equipment Liens. Vendor agrees that it shall keep the Equipment free and clear of all liens and encumbrances.
- 2.7 Equipment Access. Vendor 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. Vendor 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 while Contract No. 94649-AC765 between Conduent and the Virginia Department of Social Services is in effect, and/or the Vendor's Commonwealth-determined term of agreement for participation, as well as the existence of assigned Active Participants.
- 3.2 [Reserved].
- 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: Vendor is no longer authorized under the Commonwealth Child Care Subsidy Program, Vendor ceases its business operations in the Commonwealth for any reason, or Vendor is not caring for children authorized under Commonwealth Program subsidies for a predetermined amount of time.

- 3.4 Effect of Termination – Equipment. Within five (5) business days of Agreement termination, Vendor 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, Vendor will immediately return the Equipment to Conduent or purchase the Equipment from Conduent at a price to be mutually agreed upon between Conduent and Vendor. Failure of the Vendor 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 thirty dollars and no cents (\$330.00) to the Vendor’s financial institution account.

Should such a debit occur as a result of non-returned equipment on the part of Vendor, Vendor 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 Vendor will own the equipment if they were successfully debited in accordance with the terms of this Agreement.

Exception: Section 3.4 an ACH debit will not apply to local government operated child care facilities. Local government operated child care facilities shall receive a notice of charge in lieu of an ACH debit.

This clause shall survive contract termination.

Article 4: CARE OF EQUIPMENT

- 4.1 Vendor 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. Vendor will take all reasonable security measures to protect the Equipment from damage and/or unauthorized use. Vendor will not make or attempt to make any repairs to the Equipment. Vendor agrees to bear the expense of repairing damage to the Equipment which occurs while the Equipment is in Vendor's care, unless such damage is caused by Equipment malfunction which did not result from Vendor's improper use of the Equipment.

Article 5: LIMITATION OF LIABILITY

- 5.1 Conduent and the Commonwealth will not be responsible or liable for any cost, expense or damage arising out of the use of the Equipment by Vendor including, but not limited to, lost profits or damages to persons or property. Vendor 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 Vendor 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: INDEMNIFICATION

- 6.1 Vendor will indemnify and hold Conduent, its parent corporations, affiliates, employees, subcontractors and agents harmless from all losses, costs, expenses and damages including attorneys' fees, incurred because of or incident to the Equipment or the use, possession, operation, storage and condition thereof; provided, however, that Vendor's obligation to indemnify and hold harmless will not apply in cases in 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, contractors 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 Commonwealth of Virginia and any action commenced hereunder shall be brought in Commonwealth of Virginia. Further, Vendor consents to the jurisdiction of the courts located in Commonwealth of Virginia.

Article 9: ASSIGNMENT

- 9.1 Neither this Agreement, nor any right or obligation thereunder, shall be assigned to third parties by the Vendor 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: Virginia Vendor Settlement Authorization Form
 - Exhibit B: Vendor Location Information 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 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)

SVP/Managing Director

(Title)

(Title)

August 1, 2011

(Date)

(Date)

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EXHIBIT A

VIRGINIA ECC SETTLEMENT AND AUTHORIZATION FORM

Vendor ID #: _____

Date: _____

Full Legal Business Name: _____

Authorizes Conduent State & Local Solutions, Inc, on behalf of Virginia Department of Social Services (VDSS) and its designated financial institution, Wells Fargo, and the financial institution listed below to deposit reimbursement funds to and debit from (equipment) the indicated account for activity related to the Commonwealth of Virginia Child Care Subsidy Program subject to the terms of the Vendor Agreement.

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

Step 2: Choose One: Business (has FEIN on file with VDSS) Individual (No DBA, has SSN on file with VDSS)

Step 3: Complete Vendor Information and Payment Method:

DBA (Business Name)

Authorized Individual Name

Title

Address

City/State/ZIP

Date of Birth (DOB)

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

Debit Card (INDIVIDUAL only)

Note: This form will be rejected and may delay payment if the vendor is a BUSINESS with a DBA, has a FEIN on file with VDSS for this Vendor ID, and Debit Card payment method is selected.

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:

Conduent State & Local Solutions, Inc.
Contracts
P.O. Box 80589
Austin, TX 78708

Fax Number:
888-474-7160

Questions? ECCOperations@conduent.com

Exhibit B

Vendor 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	