

NEW JERSEY PROVIDER AGREEMENT

Provider 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 “**Provider**”).

CONDUENT is under contract with the State of New Jersey (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, 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 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 New Jersey ECC Time and Attendance Child Care Program (hereinafter “**Program**”).
- 1.5 Equipment Allocation. One (1) unit of Equipment shall be furnished for every 25 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 1:25 when more than 1 (one) unit of Equipment is furnished (examples: 1:18 or 1:21). 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 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) *New Jersey Child Care Operations Manual*. This reference material will be also be made available on the Child Care Provider Web Site.
- 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.
- 1.9 Equipment Repair. CONDUENT shall be solely responsible for repair of Equipment. For Equipment repair, Provider shall promptly notify CONDUENT using the CONDUENT Provider Help Desk number 1-877-516-5776. 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 provider the following business day.

- 1.10 Supplies. CONDUENT will provide the initial supply of paper. After the initial two (2) rolls per device supply, Providers will be responsible for purchasing paper for the equipment. CONDUENT will be responsible for financially reimbursing the Provider for paper used in the Equipment. The amount of reimbursement is based on an algorithm of Equipment usage, not supplies actually expended. Reimbursement shall be made quarterly via electronic funds transfer only.

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 (New Jersey Provider 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 Subsidized 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'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 thirty dollars and no cents (\$330.00) 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.

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 will ensure that the Provider's existing insurance covers the Equipment against casualty loss, fire, or theft. Provider agrees to bear the expense of 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: INDEMNIFICATION

- 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 attorneys' 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 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 State of New Jersey and any action commenced hereunder shall be brought in State of New Jersey. Further, Provider consents to the jurisdiction of the courts located in State of New Jersey.

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

- 11.1 The amendments, addenda, exhibits or attachments listed below, are incorporated herein by reference:
- Exhibit A: New Jersey Provider Settlement Authorization Form
 - Exhibit B: Provider Location Confirmation Form

Article 11: 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 12: ENTIRE AGREEMENT AND MODIFICATIONS

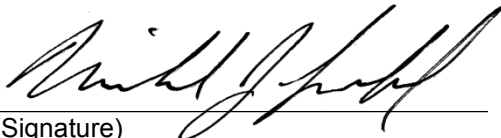
- 13.1 This Agreement supersedes any and all prior representations, conditions, warranties, understandings, proposals, or previous agreements between the parties hereto, either oral or written relating to the matters of this Agreement hereunder and constitutes the sole, full and complete agreement between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

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

Provider ID Number	
Name	
Facility Name (if different)	
Street Address	
City	
State	
Zip Code	
County	
Primary Phone Number	
Second Phone Number	
Third Phone Number	
Primary Contact Name	
Secondary Contact Name	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <input type="checkbox"/> _____ <input type="checkbox"/> Other (see instructions) <input type="checkbox"/> _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person <input type="checkbox"/>	Date <input type="checkbox"/>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.