

**APPLICATION AND AGREEMENT FOR Subsidized CHILD CARE DISTRIBUTION SERVICES**

THIS AGREEMENT ("Agreement") between Fidelity Information Services, LLC. an Arkansas limited liability company located at 601 Riverside Avenue, Jacksonville, Florida 32204 (together with its subsidiaries and affiliates, "FIS"), and Child Care Provider named below (hereinafter "Provider") shall be effective as of contract execution. This Agreement relates to Subsidized Child Care Distribution and other related services as Electronic Benefit Transfer ("EBT") services provided by the State ("State"), and shall be governed by and construed in accordance with State law, without regard to its conflict of law principles.

This Agreement for Benefits Redemption—includes:

- Terms and Conditions
- Provider to complete - Provider Information Sheets 1, 2 & 3

**Complete all required information on pages 1, 2, 3.**

\* Required information

<b>Provider Location ID *</b>		This is your State provided Location ID. It starts with a letter followed by 6 digits (i.e. B654321)
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**Provider Name \***

Please PRINT name of your location

<b>Primary Address *</b>	<b>Primary Phone *</b>
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<b>City *</b>	<b>State *</b>	<b>Zip Code *</b>
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**IRS Legal Filing Name \***

**PRINT legal name of your enterprise as shown on your income tax return. If filling with an SSN, IRS Legal name CANNOT be the name of the company. The SSN number must match the person the SSN number is assigned to.**

<b>Federal Tax ID or SSN *</b>	(Check one)
	<input type="checkbox"/> Federal Tax ID <input type="checkbox"/> SSN

<b>Type of Business* (Check one)</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit/Tax-exempt <input type="checkbox"/> Government Entity <input type="checkbox"/> LLC <input type="checkbox"/> Foreign Entity
If you check "Foreign Entity", you must complete and provide FIS with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from <a href="http://www.irs.gov/pub/irs-pdf/fw8ben.pdf">http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</a>	

**ACCEPTED AND AGREED:**

**PROVIDER**

**FIDELITY INFORMATION SERVICES, LLC**

\_\_\_\_\_  
 Signed by \*  
 Print Name \* \_\_\_\_\_  
 Title \* \_\_\_\_\_  
 Date Signed \* \_\_\_\_\_

\_\_\_\_\_  
 Signed by  
 Print Name Naveen Nukala  
 Title Line of Business Executive  
 Received by FIS \_\_\_\_\_

**Complete, sign and return this agreement to FIS by fax OR mail.**

**Fax to: 414.341.7085** Secure electronic fax. No cover page needed.

**Mail to:** FIS Merchant Services, Attn: Merchant Services, PO Box 290, Milwaukee WI 53201-0290



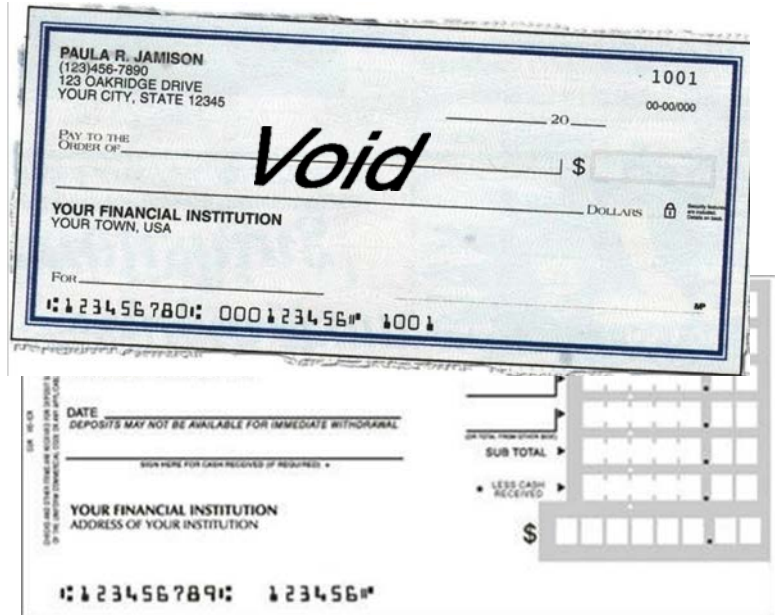
**PROVIDER INFORMATION—3**

For electronic settlement of transactions (per Terms and Conditions, Section 2 Provider Accounting of this agreement), Provider may choose a CHECKING or SAVINGS account that must accept ACH credits or choose a Prepaid Reloadable Debit card.

FIS will verify your financial institution and account information using the codes at the bottom of your check or deposit slip.

Write VOID on a business check.

BEFORE faxing (or mailing) the printed copy of the Agreement, **tape top edge of voided check or deposit slip over this picture >>**



**ATTACH VOIDED CHECK OR DEPOSIT SLIP ABOVE**

\* Required information

**Bank Routing Number\***

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**Provider's Bank Account Number\***

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**Provider Hours\***

Open 24/7?  Yes  No: Provider hours below

	Open	Close
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Time Zone

—END PROVIDER INFORMATION—

## TERMS AND CONDITIONS

WHEREAS, Fidelity Information Services, LLC, ("FIS") has developed a system for the distribution of certain public assistance benefits to eligible recipients (the "System"); and

WHEREAS, Provider represents itself to be properly authorized by the State to participate in the EBT Project. The Provider shall notify FIS immediately in the event a Provider is no longer authorized and the Agreement shall immediately terminate.

NOW THEREFORE, FIS and Provider hereby agree as follows:

1. **Conditions of Participation.** Authorized Providers shall be identified as participating Providers and in agreeing to the terms and conditions of this Agreement are entitled to the rights of participation as defined by this Agreement.
2. **Provider Accounting.**
  - 2.1. **Provider Account.**
    - 2.1.1. **Provider** must maintain a checking or savings account at a financial institution of Provider's choice for purposes of electronic distribution of benefits. This account must accept ACH Transactions.
    - 2.1.2. **Provider** may also choose to use a reloadable prepaid debit card that has the ability to accept deposits.
  - 2.2. **Credits to Account.** Provider's bank account shall be credited in an amount equal to the amount authorized by the state each banking day. A "banking day" shall mean a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve that is used for settlement is open for business. FIS reserves the right to discontinue authorizing ACH deposits if FIS fails to receive reimbursement of funds from the appropriate government agency. In the event of such discontinuance, FIS shall use reasonable commercial efforts to notify affected Providers.
  - 2.3. **Out of Balance Discrepancies.** Providers shall notify FIS of any transaction that is erroneously or believed to be erroneously handled by the System within forty-five (45) business days from the original transaction date. Provider shall supply FIS with any supporting documentation upon request. Failure to notify FIS within such forty-five (45) business day period waives any right to an adjustment
  - 2.4. **Correction of Data.** In the event FIS' employees cause errors in Provider's data to occur and Provider requests correction of such data within forty-five (45) business days from the date of the error, FIS will correct such data as necessary at FIS' expense. Provider is required to provide all information requested with respect to alleged errors. The expense to FIS of correcting such data shall be the only responsibility of FIS and shall constitute Provider's sole and exclusive remedy with respect to such errors.
3. **Term and Termination.**
  - 3.1. **Term.** The term of this Agreement shall begin as of the date hereof and shall continue until terminated in accordance with this Agreement or upon termination of the Contract, whichever is earlier.
  - 3.2. **Termination.**
    - 3.2.1. **By Provider Without Cause.** An authorized Child Care Provider may terminate this Agreement for any reason.
    - 3.2.2. **For Breach.** Either party may terminate this Agreement upon the material breach of this Agreement by the other party if the breaching party fails to cure such breach within (30) calendar days after receipt of written notice specifying in detail the breach claimed, provided that FIS shall obtain approval from the State prior to termination pursuant to this provision.
    - 3.2.3. Notwithstanding anything to the contrary in 3.2.2 above, this Agreement shall immediately terminate upon written notification to FIS that Provider is no longer authorized or approved to participate in State programs.
4. **Charges to Parents.** Unless specifically allowed by law, Provider shall not charge Parent a fee for providing subsidized child care distribution.
5. **Operating Rules.** FIS and Provider shall each comply with the applicable State Statutes, Administrative Rules, and policy manuals and any and all applicable State laws and regulations as amended from time-to-time.
6. **Confidentiality/Release of Information.**
  - 6.1. **Confidentiality.** "Confidential Information" means (i) a party's proprietary or confidential information which is designated in writing as such or that by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or any information or portion thereof that constitutes a trade secret within the meaning of NCGS 132-1.2(1) and NCGS 66-152(3) or any information that is an 'educational record' as that term is defined in the Family Educational and privacy Act (FERPA) or otherwise protected under North Carolina state law. and (ii) all FIS products or services, including all trade secrets contained therein. Each party agrees (a) that during the course of its performance of this Agreement it may learn certain information concerning the other party's Confidential Information; (b) that the Confidential Information of the other shall remain the property of the other, and that such Confidential Information is made available on a limited use basis solely in connection with this Agreement; (c) that it will advise its employees to whom the information is disclosed of their obligations under this Agreement; (d) that it will not use, sell, disclose or otherwise make available any such

- Confidential Information, in whole or in part, to any third party without the prior written consent of the other party; and (e) that it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure or use of such Confidential Information to or by any unauthorized person or entity. Upon termination of this Agreement all copies of Confidential Information shall be returned. The restrictions under this section shall not apply to information which: (i) is or becomes publicly known through no wrongful act of the party receiving the Confidential Information; or (ii) becomes known to a party without confidential or proprietary restriction from a source other than the disclosing party; or (iii) a party can show by written records that such information or data was in its possession prior to disclosure by the other party. In the event a party is legally compelled to disclose the Confidential Information pursuant to law, regulations, subpoena, or court order it will be entitled to do so provided it gives the other party prompt notice and permits the other party, at the other party's expense, time to obtain a protective order.
- 6.2. **Provider Information.** Notwithstanding the foregoing, Provider acknowledges that FIS may release Provider information regarding Provider's use of the System upon request by any Federal or State agency having authority to request such information, and Provider shall have no claim or cause of action against FIS for such release of information in accordance with the regulatory request by the federal or state agency.
7. **Compliance with Laws.** Provider is responsible for complying with all applicable state and federal laws or regulations as amended from time to time, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Clean Air Act, the Clean Water Act, the Energy Policy and Conservation Act and the Immigration Reform and Control Act of 1986.
8. **Liability.** FIS shall refund to Provider the correct transaction amount of an erroneous or fraudulent transaction where such erroneous or fraudulent transaction was caused solely by FIS fraud or gross negligence, and in breach of this Agreement. Except to the extent required by applicable law or applicable operating rules, FIS liability shall be limited in all cases to direct damages which shall not exceed the dollar amount of transactions erroneously or fraudulently processed by FIS. Except as otherwise stated herein, Provider hereby agrees to indemnify and hold FIS harmless from and against any liability arising out of this Agreement and FIS' performance hereunder except with respect to Provider's direct damages caused by fraud committed by FIS' employees. The foregoing sentence shall not be applicable to Providers who are State entities or subdivisions. In no event shall either party be liable to the other for indirect, incidental or consequential damages.
9. **Taxes.** Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on FIS' net income) imposed, assessed, levied or otherwise arising from the transactions contemplated by this Agreement shall be the sole responsibility of Provider.
10. **Notification of address or other changes.** Provider must provide notice to FIS of any changes in the Provider ownership and/or address. Provider must provide notice to FIS of any changes in the Provider bank account number.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be deemed given when sent by certified mail, return receipt requested, to the address of the party receiving notice as appears on the signature page of this Agreement or as changed through written notice to the other party.
12. **No Assignment.** Provider may not assign this Agreement without the prior written consent of FIS
13. **Force Majeure.** Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented or delayed in the performance of any obligation as a result of acts of God or other causes beyond its control.
14. **Amendment.** No amendment shall be effective until and unless reduced to writing and signed by authorized representatives of both parties. FIS reserves the right to amend this agreement upon 30 days' written notification to Provider. Provider's continued use of the Services following such notification constitutes acceptance of any revised terms
15. **Entire Agreement.** Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.
16. **Governing Law; Jurisdiction.** This Agreement shall be governed, construed and enforced by the Laws of the State of North Carolina. Any suit or proceeding shall be brought in the state or federal court located in North Carolina. FIS consents to exclusive personal jurisdiction and venue of the courts located in North Carolina.
17. **Access to persons and Records.** FIS shall allow the North Carolina State Auditor or Provider to access, inspect, examine and reproduce any and all contract, financial records or other records related to this Agreement in the custody or control of FIS during normal business hours and otherwise as required by law, including, but not limited to, NCGS 147-64.7.

—END OF TERMS AND CONDITIONS—