

AGREEMENT FOR CHILD CARE BENEFITS DISTRIBUTION SERVICES

1 - PROVIDER INFORMATION

THIS AGREEMENT ("Agreement") between eFunds Corporation ("eFunds") and **Kansas** Child Care provider named below (hereinafter "Provider") shall be effective as of contract execution. This Agreement relates to eFunds' contract with the State of **Kansas** (the "State") for Child Care Benefits Distribution and other related services (referred to in this Agreement as "EBT") services ("Contract"), and shall be governed by and construed in accordance with **Kansas** law, without regard to its conflict of law principles.

The Agreement includes the Contract, as amended from time to time by eFunds, and the following Addenda. eFunds will deliver a Child Care Provider POS Manual to Provider upon execution of this Agreement.

- Provider Information
- Terms and Conditions
- A-No POS Terminal Addendum
- B-POS Terminal Addendum

IMPORTANT – IRS REGULATIONS REQUIRE YOU TO PROVIDE YOUR TAX ID INFORMATION

Complete all required information on pages 1, 2, and 3, along with Exhibits

***Required information**

Provider Location ID.*	<input type="text"/>	This is your State-provided Location ID. It starts with a letter followed by 6 digits (i.e., B111111).
Provider Name*	<input type="text"/>	
	Please PRINT name of your business	
Primary Address*	<input type="text"/>	Primary Phone* <input type="text"/>
City*	<input type="text"/>	State* <input type="text"/> Zip Code* <input type="text"/>
IRS Legal Filing Name*	<input type="text"/>	
	PRINT legal name of your enterprise as shown on your income tax return	
Federal Tax ID or SSN*	<input type="text"/>	(Check one) <input type="checkbox"/> Federal Tax ID <input type="checkbox"/> SSN
Type of Business* (Check one)	<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 <i>If you check "Foreign Entity", you must complete and provide eFunds with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from http://www.irs.gov/pub/irs-pdf/fw8ben.pdf.</i>	

ACCEPTED AND AGREED:

<p>PROVIDER</p> <p> Signed by *</p> <p>Print Name * _____</p> <p>Title * _____</p> <p>Date Signed * _____</p>	<p>EFUNDS CORPORATION</p> <p>Signed by _____</p> <p>Print Name <u>Kim Bynan</u></p> <p>Title <u>Line of Business Executive</u></p> <p>Received by _____ eFunds</p>
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<p>Complete, sign and return this agreement to eFunds by fax OR mail.</p>	<p>Fax to: <u>414.341.7085</u> Secure electronic fax. No cover page needed.</p> <p>Mail to: FIS Merchant Services, Attn: KS CC Provider, PO Box 290, Milwaukee WI 53201-0290</p>
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1 - PROVIDER INFORMATION (cont.)

***Required information**

If a question arises, who should eFunds contact at your location?

Contact Name *

Phone No. *

Contact Email

Fax No.

Emergency Phone No.

Contact Home Phone No.

Cell Phone No.

CONTINUED ON NEXT PAGE

1 - PROVIDER INFORMATION (cont.)

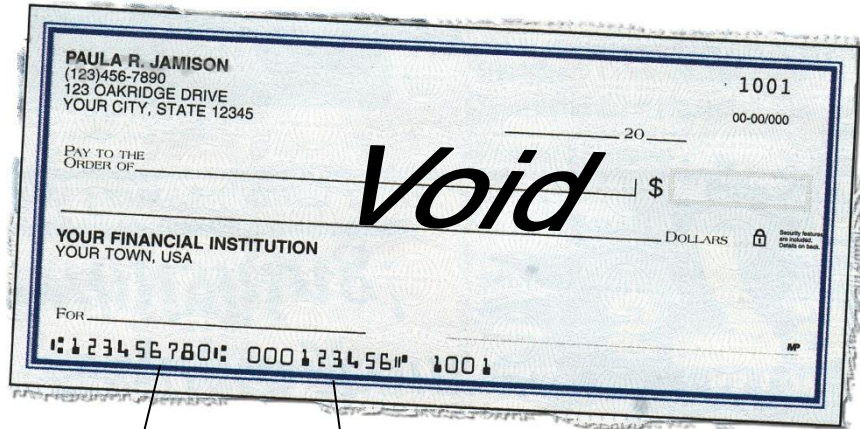
For electronic settlement of transactions (per Terms and Conditions, Section 1.1 Provider Account of this Agreement), Provider must maintain a CHECKING account that can accept ACH debits and credits.

eFunds will verify your financial institution and account information using the codes at the bottom of your check.

Write VOID on a business check.

BEFORE faxing (or mailing) the printed copy of the Agreement to eFunds,

tape top edge of voided check over this picture >>



* Required information

Bank Routing Number*

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Provider's Bank Account Number*

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Transaction Processing Cutover Time*

Please refer to Terms and Conditions, Section 1.2, Credits to Account

Cutover Time is when your transaction processing cuts off each day. The 24-hour period from one Cutover Time to the next is your **Processing Day**.
 The ACH Deposit deadline is 6:00 p.m. CT. If your Cutover Time is:

- BEFORE 6:00 p.m. CT, your processing day funds will be deposited in your bank account the next Banking Day.
- AFTER 6:00 p.m. CT, your funds will be deposited in two (2) Banking Days.

Provider Hours*

	Open	Close
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Time Zone*

—END 1 - PROVIDER INFORMATION—

2 - TERMS AND CONDITIONS

WHEREAS, eFunds has developed a system for the distribution of certain public assistance benefits to eligible recipients (the "System"); and

WHEREAS, the State and eFunds have entered into the Contract pursuant to which eFunds provides certain services in connection with the State's EBT program (the "EBT Program"); and

WHEREAS, Provider desires to participate in the EBT Program, which may require the placement of one terminal, printer and/or pin pad (collectively "Terminal") in order to: (a) allow recipients to access such benefits, (b) enable Provider to utilize an Interactive Voice Response ("IVR") payment transfer when a Terminal is not functioning, and/or (c) allow use by non-traditional Providers (as used herein, a "non-traditional" Provider is a Provider that performs Child Care payment transfers exclusively through use of eFunds' IVR system).

NOW THEREFORE, eFunds and Provider hereby agree as follows:

1. Provider Accounting.

1.1 Provider Account. Provider shall maintain a checking account at a financial institution of Provider's choice that allows electronic settlement of both ACH credit and debit transactions.

1.2 Credits to Account. Provider's bank account shall be credited in an amount equal to the aggregate value of all on-line and all authorized off-line transactions completed pursuant to this Agreement no later than, depending upon time of Provider processing cutover, either one (1) or two (2) Banking Days following the day on which such cutover transactions occur. eFunds shall make settlement of all transactions approved by eFunds. Each Provider shall choose its own cutover time. For cutover times prior to 6:00 p.m. Central Standard Time ("CT"), funds will be deposited to the Provider's bank account on the next Banking Day following the day on which the transactions occurred. For cutover times after 6:00 p.m. CT, funds will be deposited two Banking Days following the day on which the transactions occurred. A "Banking Day" shall mean a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve, which is used for settlement, is open for business. eFunds reserves the right to discontinue authorizing transactions if eFunds fails to receive reimbursement of funds from the appropriate government agency. In the event of such discontinuance, eFunds shall use reasonable commercial efforts to notify affected Providers.

1.3 Out of Balance Provider Settlement Discrepancies.

Provider shall notify eFunds of any transaction, which is handled erroneously, or is believed to be erroneously handled, by the System within ninety (90) calendar days from the original transaction date. Provider shall supply eFunds with any transaction receipts and supporting documentation upon request. Failure to notify eFunds within such ninety (90) day period waives any right to an adjustment. In addition, eFunds may initiate adjustments where a recipient submits a substantiated claim within xx calendar days of the date of a transaction or where other System errors have been identified. The out of balance discrepancies are between the Provider and eFunds and are not State adjustments that must comply with the timeframes as specified in any applicable regulations.

1.4 Correction of Data.

In the event eFunds' employees cause errors in Provider's data to occur and Provider requests correction of such data within forty-five (45) days from the date of the error, eFunds will correct such data as necessary at eFunds' expense. Provider is required to provide all information reasonably requested with respect to alleged errors. The expense to eFunds of correcting such data shall be the responsibility of eFunds and shall constitute Provider's sole and exclusive remedy with respect to such errors.

2. Term and Termination.

2.1 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.

2.2 Termination.

2.2.1 By Provider without Cause. Provider may terminate this Agreement for any reason upon sixty (60) calendar days' prior written notice.

2.2.2. 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) days after receipt of written notice specifying in detail the breach claimed; provided, however, that eFunds shall obtain approval from the State prior to terminating pursuant to this provision.

2.2.3. By Request of Government Agency. eFunds may terminate this Agreement immediately upon the request of the State or any U. S. Federal

Agency having authority to request such termination by providing prior written notice.

2.3 Rights upon Termination. In the event Provider terminates this Agreement, and subsequently decides to again provide the benefits processed hereunder using Terminals, the Provider may be required to reimburse eFunds in an amount equal to the reasonable cost of re-installation of the Terminals, including phone lines.

3. **Charges to Recipients.** Provider shall not charge recipients a fee for performing a transaction.
4. **Operating Rules.** eFunds and Provider are responsible for complying with the Kansas Economic and Employment Support Manual Regulations as amended from time to time.
5. **Signage.** EBT cardholders shall not be identified or otherwise singled out as recipients of the benefit program in which they are participating. Specifically prohibited is the designation of "welfare only" payment line. Signs and other information indicating which cards are accepted shall identify EBT only by its logo and/or its initials unless otherwise agreed to by the State.
6. **EBT Service Marks.** Provider agrees to display the service marks or any other licensed marks of any governmental entity, and other materials supplied by eFunds, in accordance with the standards set by the State. Provider will use the service marks only to indicate that benefit(s) may be accessed at the Provider's location and will not identify or otherwise single out EBT cardholders as recipients of the State's program or any assistance program.
7. **Confidentiality/Release of Information.**

7.1 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 confidential, and (ii) all eFunds 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, it will be entitled to do so provided it gives the other party prompt notice and assists the other party, at the other party's expense, in obtaining any protective order.

7.2 Disclosure of Recipient Information. The use or disclosure by Provider of any information concerning a recipient for any purpose not directly connected with the performance of Provider's duties pursuant to this Agreement is prohibited.

7.3 Provider Information. Notwithstanding the foregoing, Provider acknowledges that eFunds 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 eFunds for such release of information.

- 8 **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 American 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. Provider shall not, on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, physical or mental handicap: (a) deny an individual any contracted activities or other benefits provided under this Agreement; (b) provide any contracted activities or

other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of contracted activities or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.

- 9 Indemnification.** eFunds agrees to indemnify and to hold Provider harmless against any and all claims, losses, costs, damages, liabilities or expenses (including but not limited to reasonable attorney's fees) as a result of the authorization or denial of authorization of a transaction by eFunds; the malfunction or failure of the System to operate, unless such malfunction or failure to operate was caused in whole by the Provider; unauthorized access to the System from any point in the System that is under the control of eFunds; the failure of eFunds to comply with applicable law; any fraudulent conduct by eFunds or its employees; and the completion by eFunds of any transaction denied by the issuer. An "issuer" is defined as the State entity responsible for issuing benefits. Provider agrees to indemnify and hold eFunds harmless against any and all claims, losses, costs, damages, liabilities, or expenses (including but not limited to reasonable attorney's fees) as a result of any personal injury or property damage occurring on the Provider's premises; any malfunction or failure of the System caused in whole or in part by the Provider; unauthorized access to the System from any point in the System that is under the control of the Provider, including but not limited to misuse or abuse of Equipment by the Provider; the failure of the Provider to comply with applicable law or with the terms of this Agreement; any fraudulent conduct by the Provider or its employees; the completion by the Provider of any transaction denied by on or behalf of an issuer; and any agreement between the Provider and a cardholder with respect to the purchase of goods or services. In no event shall either party be liable to the other for indirect, incidental or consequential damages.
- 10 Equipment.** All Terminals, and any other equipment furnished by eFunds ("Equipment") and title thereto shall at all times hereunder remain the property of eFunds. eFunds reserves a security interest in all Equipment. Provider shall provide eFunds all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Provider by virtue of this Agreement except as expressly provided hereunder. Provider shall not suffer or allow any lien, claim or encumbrance to attach to Equipment. Use of Equipment for purposes other than benefits distribution is strictly prohibited. All Equipment shall be returned to eFunds in the same condition as supplied to Provider,

normal wear and tear excepted, upon any termination of this Agreement. Risk of loss or damage to Equipment shall pass to Provider upon delivery to Provider. Provider shall be liable for lost, stolen, and/or damaged Equipment, or Equipment not returned to eFunds, and Provider's bank account will be debited for the cost at fair market value as reasonably determined by eFunds. Provider must notify eFunds promptly if Equipment is lost, stolen and damaged. Provider shall maintain adequate insurance to cover the replacement values of Equipment in the event of any damage thereto or loss or theft thereof.

- 11 Taxes.** Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on eFunds' net income) imposed, assessed, levied or otherwise arising from the transactions contemplated by this Agreement or the installation, use or operation of Equipment shall be the sole responsibility of Provider.
- 12 Notification of address or other changes.** Provider must provide written notice to eFunds of any changes in the equity ownership structure of Provider and/or Provider's address. Provider must provide written notice to eFunds of any changes in the Provider's bank account number.
- 13 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.
- 14 No Assignment.** Provider may not assign this Agreement.
- 15 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.
- 16 Precedence.** In the event of a conflict between the terms and conditions of the document comprising this Agreement, the order of precedence shall be as follows:
1. Agreement for Child Care Benefits Distribution,
 2. the Child Care Provider POS Manual as amended from time-to-time by eFunds,
 3. the Provider Reimbursement Conditions
 4. No POS Terminal Addendum or POS Terminal Addendum, as applicable

17 Amendment. No amendment shall be effective until and unless reduced to writing and signed by both parties.

18 Entire Agreement. Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.

—END OF 2 - TERMS AND CONDITIONS—

A - NO POS TERMINAL ADDENDUM

This is an addendum to the Agreement for Child Care Benefits Distribution Services between eFunds and Provider. This addendum is applicable only if the Provider will NOT have a POS Terminal installed at its location and will instead be using IVR, Web screens, or both.

1. **State Authorization.** Provider represents itself to be properly authorized by the State to participate in the EBT Project. The Provider shall notify eFunds and the State immediately in the event a Provider is no longer authorized and the Agreement shall immediately terminate.
2. **Training.** eFunds shall supply initial training materials/documentation to Provider. An appropriate phone number shall be available to answer specific operational and/or procedural questions. Provider shall be responsible for on-going training of its employees.
3. **Operating Procedures.** Provider will be furnished the Child Care Quick Reference Guide governing the operation of the System, and Provider shall comply with the procedures of such manual.
4. **Construction.** All capitalized words contained herein shall have the same meaning as in the Agreement.

—END OF A - NO POS TERMINAL ADDENDUM—

B - POS TERMINAL ADDENDUM

This is an addendum to the Agreement for Child Care Benefit Distribution Services between eFunds and Provider. This addendum is applicable when a POS Terminal will be installed at the Provider's location.

1. **State Authorization.** Provider represents itself to be properly authorized by the State to participate in the EBT Project. The Provider shall notify eFunds immediately in the event a Provider is no longer authorized and the Agreement shall immediately terminate.
2. **Conditions of Participation.** To participate, one or more Terminals must be placed in locations in which Provider operates a State approved child care facility through which recipients will be able to access their cash benefits and child care benefits to pay for child care services rendered.
3. **Use of Terminals.** Recipients will be able to access their child care benefits, and Providers can access Provider functions. Provider shall use the Terminals to perform child care payment and cash purchase transactions only.
4. **Equipment and Installation.**
 - 4.1. **eFunds Furnished Terminal.** eFunds will furnish one (1) Terminal for installation in Provider's location as listed in Exhibit A. Provider agrees to lease a VeriFone V*510 POS terminal set (or such other POS terminal set as eFunds may then be providing to Providers) from eFunds for \$10.50 per month. The monthly lease amount will be deducted from Provider's bank account during the first week of the month for the preceding month.
 - 4.2. **Equipment.** The Terminal, controllers, and any other equipment furnished by eFunds ("Equipment") and title thereto shall at all times remain the property of eFunds. eFunds reserves a security interest in all equipment. Provider shall provide eFunds all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Provider by virtue of this Agreement except as expressly provided hereunder. Provider shall not suffer or allow any lien, claim or encumbrance to attach to equipment. All equipment shall be returned to eFunds in the same condition as supplied to Provider, normal wear and tear excepted, upon any termination of this Agreement or otherwise as reasonable requested by eFunds. Risk of loss or damage to Equipment shall pass to Provider upon delivery to Provider. Provider shall be liable for lost, stolen, or damaged Equipment, or Equipment not returned to eFunds, and Provider will be charged for the cost at fair market value as reasonably

determined by eFunds. Provider must notify eFunds promptly if Equipment is lost, stolen and damaged. Provider shall maintain adequate insurance to cover the replacement values of Equipment in the event of any loss or damage thereto or theft thereof.

- 4.3. **Conditions of Use.** Use of a Terminal for purposes other than child care benefit services is strictly prohibited. Provider shall maintain security procedures reasonably necessary to ensure the physical security of the Equipment.
- 4.4. **Power.** Provider is expected to have adequate clean power located in close proximity to accommodate the Equipment. A power strip with a surge protector may be used to supplement existing power outlets.
- 4.5. **Phone Lines.** Provider shall provide access to an analog phone line. The Terminals will dial a toll free number so the Provider will not incur a measured service fee for the EBT transactions performed.
- 4.6. **Supplies.** Provider will be responsible for purchasing its own supplies such as printer paper from a vendor of its choice. Provider will receive a credit to Provider's bank account for supplies. eFunds at its sole discretion shall establish from time-to-time, the reasonable amount of such credit as set forth in Section 4.7 below.
- 4.7. **Reimbursement Conditions.** All Providers who perform child care transactions using Equipment will be reimbursed for supplies at \$0.0053 per child care transaction. The supply reimbursement will be deposited via Automated Clearing House (ACH) to the bank account specified identified to eFunds by Provider in accordance with Section 1.1 of the Terms and Conditions. This reimbursement covers the cost of receipts for child care transactions.
5. **Terminal Problems.**
 - 5.1. **Notice to eFunds.** A help desk phone number shall be made available to answer specific Provider operational and/or procedural questions. If Provider believes a Terminal is malfunctioning, Provider shall call the help desk phone number to report such problem. eFunds will attempt to determine by phone if there is a Terminal problem. Provider shall cooperate with eFunds in attempting to resolve any Terminal problems.

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- 5.2. **Repair.** If a Terminal has a problem which would negatively impact child care services, eFunds shall use its best efforts to replace the Terminal within two (2) business days after receipt of notice of a problem.
 - 5.3. **Replacement Terminals.** If a replacement terminal is shipped to the Provider, the Provider may call the appropriate phone number for assistance with the replacement process.
 6. **Training.** For Terminals, eFunds will supply initial training materials/documentation and installation instruction to Provider. An appropriate eFunds help desk telephone number shall be available to answer specific operational and/or procedural questions. Provider shall be responsible for on-going training of its employees.
 7. **Operating Procedures.** Provider will be furnished the Child Care Provider POS Manual governing the operation of the System and Terminals, and Provider shall comply with the procedures of such manual.
 8. **No Warranties.** EFUNDS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TERMINALS PROVIDED BY EFUNDS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 9. **Construction.** All capitalized words contained herein shall have the same meaning as in the Agreement.

POS Terminal Addendum EXHIBIT A - Provider's Location

* Required information

Provider Location ID*	Provider Name, Street Address, City, State, Zip*	Number of Terminals requested*

Provider may request additional Terminals in the future by contacting the State of Kansas.

—END OF POS TERMINAL ADDENDUM EXHIBIT A—

— END OF AGREEMENT FOR CHILD CARE BENEFITS DISTRIBUTION SERVICES —