

**APPLICATION AND AGREEMENT FOR CHILD CARE BENEFITS 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 Child Care Benefits Distribution and other related services as Electronic Benefit Transfer ("EBT") services provided by the State of Wisconsin, 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:

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

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

\* Required information

<b>FIS Provider ID *</b>		This is an FIS system generated number. It starts with a letter followed by 6 digits (i.e. B654321). FIS Provider ID is also referred to as Location ID. The Location ID will be used when calling the Provider Customer Service line.
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**Provider Name\***

Please PRINT name of your location

<b>Primary Address*</b>	<b>Primary Phone*</b>	
<b>City*</b>	<b>State*</b>	<b>Zip Code*</b>

**IRS Legal Filing Name\***

PRINT legal name of your enterprise as shown on your income tax return. If filling with a Social Security Number (SSN), IRS Legal name CANNOT be the name of the company. The SSN must match the person the SSN 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*</b> (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
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**

\_\_\_\_\_

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

**FIDELITY INFORMATION SERVICES, LLC**

\_\_\_\_\_  
Signed by  
Print Name Kim Bynan  
Title Line of Business Executive  
Received by  
eFunds

<b>Complete, sign and return this agreement to FIS by fax OR mail.</b>	<b>Fax to:</b> 414.341.7085    Secure electronic fax. No cover page needed.
	<b>Mail to:</b> FIS Merchant Services, Attn: Merchant Services, PO Box 290, Milwaukee WI 53201-0290

**PROVIDER INFORMATION—1**

\* Required information

<b>Operations Contact</b>		
Operations Contact Name*	<input type="text"/>	Phone No. <input type="text"/>
Operations Contact Email*	<input type="text"/>	Fax <input type="text"/>
<b>Emergency Phone Numbers*</b>		
Operations Contact Home Phone No.	<input type="text"/>	Cell Phone No. <input type="text"/>
<b>Use of Point of Sale (POS) Terminal*</b>	<input type="checkbox"/> Child Care Benefits Options <input type="checkbox"/> Monthly POS Terminal Fee \$14.50 <input type="checkbox"/> Payment using the Web (internet) No Fee <input type="checkbox"/> Payment by telephone No Fee	Please refer to, Section 20, Equipment Service Addendum

\*\*Three (3) options available are listed below. If you anticipate a lower volume of payments; select the option No POS Terminal needed.

- Payment using the Web (internet) method (FREE)
- Payment by Telephone (FREE)
- Payment using a POS terminal which is subject to service fee of \$14.50 each month

<b>Connectivity Type of POS Terminals*</b>	<input type="checkbox"/> No POS Terminal needed <input type="checkbox"/> Connect the Phone Line (Dial-up Connection) <input type="checkbox"/> Connect the LAN Cable (Broadband Connection)	Please refer to, Section 20, Equipment Service Addendum
PIN Pad Requirements*	<input type="checkbox"/> External required (internal PIN pad included unless noted here)	

<b>Location Information</b>	
Chain Location? *	<input type="checkbox"/> No <input type="checkbox"/> Yes, Name of Chain: <input type="text"/>
Chain Contact Name & Phone	<input type="text"/>

**PROVIDER INFORMATION—2 (con't)**

**Provider Locations**

(Provider to complete, provide on a separate sheet or electronically if needed.)

FIS Provider ID								Location Address(es)	Number / Terminals

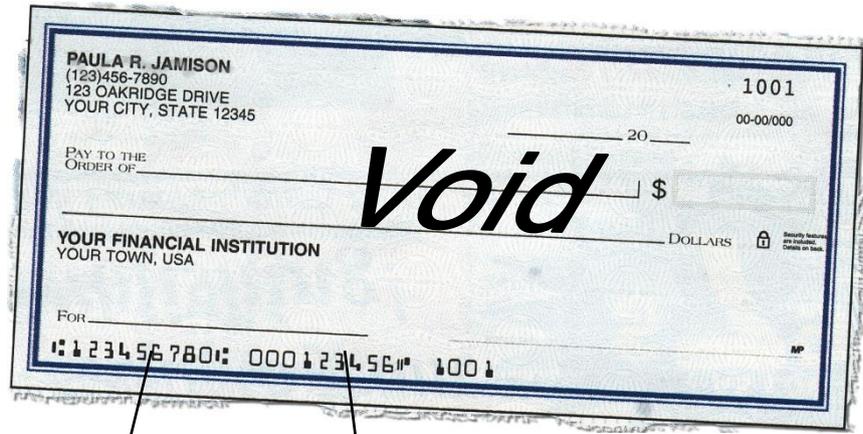
**PROVIDER INFORMATION—3 (con't)**

For electronic settlement of transactions (per Terms and Conditions, Section 2 Provider Accounting of this agreement), Provider may choose a CHECKING account that must accept ACH debits and 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.

Write VOID on a business check.

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



**ATTACH VOIDED CHECK ABOVE**

\* Required information

**Bank Routing Number\***

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

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Transaction Processing Cutoff Time\*

Please refer to Terms and Conditions, Section 2.2, Credits to Account

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

- BEFORE 6:00pm CT, your processing day funds will be deposited in your bank account the next business day.
- AFTER 6:00pm CT, your funds will be deposited in two (2) business days.

**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

FIS has entered into an agreement with the State of Wisconsin ("State Contract") for the distribution of public assistance benefits in the form of child care payments (the "Benefits") to eligible child care providers via the System (the "MyWICChildCare"); and

WHEREAS, Provider represents itself to be properly authorized by the State to participate in the MyWICChildCare Program. The Provider shall notify FIS immediately in the event a Provider is not State authorized and the Agreement shall immediately terminate.

WHEREAS, FIS may offer the placement of one or more terminals, printers, and/or pin pads (collectively "Terminals") at Provider's location in order to: (a) allow Parents to access such benefits ; and (b) enable Provider to utilize an Interactive Voice Response ("IVR") allow use by a Provider that performs Child Care payment transactions exclusively through the use of FIS' IVR system for benefit transactions, c) utilize [www.ebtEDGE.com](http://www.ebtEDGE.com) to process payment transfers when a terminal is not functioning.

NOW THEREFORE, FIS and Provider hereby agree as follows:

1. **Conditions of Participation.** Properly authorized Providers shall also 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 within this Agreement.
2. **Provider Accounting.**
  - 2.1. **Provider Account.**
    - 2.1.1. **Provider** may choose to maintain a checking account at a financial institution of Provider's choice for purposes of electronic settlement of transactions. This checking account must accept debit and credit 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 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 cutoff, either one (1) or two (2) bank business days following the day on which such transactions occur less any other required deductions. FIS shall guarantee settlement for all transactions approved by FIS. Each Provider shall have a cutoff time of 2:30 am Central Time (CT) with the option to change. For cutoff times prior to 6:00 p.m. Central Time ("CT"), funds will be deposited to the Provider's bank on the next bank business day following the day on which the transactions occurred. For cutoff 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 that is used for settlement is open for business. FIS reserves the right to discontinue authorizing transactions 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. In addition, FIS may initiate adjustments where a recipient submits a substantiated claim within ninety (90) 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 FIS and are not Parent or Provider adjustments that must comply with the timeframes as specified in the federal regulations.
- 2.4. **Correction of Data.** In the event FIS' employees cause errors in Provider's data, 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.** Provider may terminate this Agreement and return their Equipment, for any reason, upon at least sixty (60) days prior written notice to FIS. Notwithstanding anything to the contrary in the Agreement, monthly charges shall continue until all Equipment is returned to FIS.
    - 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 not

State authorized or approved to participate in State programs.

- 3.2.4. Upon any termination hereof or any insolvency or bankruptcy of Provider, all Equipment shall be immediately returned to FIS, at Provider's expense, in good condition, normal wear and tear excepted. In any such event, Provider shall allow FIS to enter Provider's premises at a reasonable time, upon reasonable notice to take possession of Equipment or charge the Provider for the cost of the Equipment.
4. **Charges to Parents.** Unless specifically allowed by law, Provider shall not charge Parent a fee for providing transaction or doing a balance inquiry. Provider shall not require a balance inquiry as a condition to a transaction.
5. **Operating Rules.** FIS and Provider shall each comply with the applicable Wisconsin Statutes, Administrative Rules, and policy manuals and any and all applicable State laws and regulations as amended from time-to-time.
6. **Signage.** MyWICChildCare Cardholders shall not be identified or otherwise singled out as Parents of the benefit program in which they are participating. Specifically prohibited is the designation of a) "welfare only" and b) Shares only payment lanes. Provider agrees to maintain signage as requested by State to indicate participation by the Provider and within the location to allow the MyWICChildCare Parent to determine which lane(s) accept MyWICChildCare Cards without overtly referencing the Parent's participation. Signs and other information indicating which cards are accepted at such locations shall identify MyWICChildCare only by its logo and/or its initials unless otherwise agreed to by the State.
7. **MyWICChildCare Service Marks.** Provider agrees to display any licensed marks of any governmental entity, and other materials supplied by FIS, 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 Provider's location and will not identify or otherwise single out MyWICChildCare Cardholders as Parents of the State's program or any assistance program.
8. **Confidentiality/Release of Information.**
  - 8.1. **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 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 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.
  - 8.2. **Disclosure of MyWICChildCare Parent Information.** The use or disclosure by Provider of any information concerning an MyWICChildCare Parent for any purpose not directly connected with the performance of Provider's duties pursuant to this Agreement is prohibited.
  - 8.3. **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.
9. **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. 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.
10. **Indemnification and Liability.** Notwithstanding any other provisions of this Agreement, FIS shall not be obligated to indemnify or to hold harmless Provider, or Provider's officers, directors, employees, or any other party, except as required by applicable law or applicable operating rules, provided that 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. 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. In no event shall either party be liable to the other for indirect, incidental or consequential damages.

11. **NO WARRANTIES.** FIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TERMINALS PROVIDED BY FIS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTY OF PROVIDER ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **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 or the installation, use or operation of Equipment shall be the sole responsibility of Provider.
13. **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.
14. **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.
15. **No Assignment.** Provider may not assign this Agreement.
16. **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.
17. **Precedence.** In the event of a conflict between the terms and conditions of this Agreement, the Operating Rules applicable to the transaction shall take precedence.
18. **Amendment.** No amendment shall be effective until and unless reduced to writing and signed by both parties. FIS reserves the right to send change in terms and conditions to Provider's known address.
19. **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 TERMS AND CONDITIONS—

**EQUIPMENT SERVICE**

**20. Equipment and Installation.**

- 20.1. **FIS Supplied Terminals.** For Child Care benefit Distribution only, FIS will furnish a POS terminal ("Equipment") to State authorized Provider upon the Provider's request. FIS will furnish the Equipment for installation in Provider's location(s) as listed in Provider Information Sheet 1.
- 20.2. **FIS Terminal Fees.** FIS will furnish a POS terminal in accordance with the State of Wisconsin's arrangement for payment to FIS of the monthly terminal service fee of \$14.50 per terminal, per month.
- 20.3. **Conditions of Use.**
  - 20.3.1. Use of FIS-supplied Terminals for purposes other than contracted reasons is strictly prohibited.
  - 20.3.2. The Provider shall maintain security procedures reasonably necessary to ensure the physical security of the Terminals and any controllers.
  - 20.3.3. All Terminals, and/or pin pads, printers, controllers and any other equipment furnished by FIS ("Equipment") and title thereto shall at all times hereunder remain the property of FIS. FIS reserves a security interest in all Equipment. Provider shall provide FIS 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.
  - 20.3.4. Provider shall not suffer, or allow any lien, claim, or encumbrance to attach to Equipment.
  - 20.3.5. All Equipment shall be returned to FIS at Provider's expense in the same condition as supplied to Provider, normal wear and tear excepted, upon any termination of this Agreement.
  - 20.3.6. Risk of loss or damage to Equipment shall pass to Provider upon delivery to Provider(s). Provider shall be liable for lost, stolen, or damaged Equipment, or Equipment not returned to FIS, and Provider's bank account will be debited at the cost of the equipment. Provider must notify FIS promptly if Equipment is lost, stolen or damaged. Provider is advised to maintain adequate insurance to cover the value of Equipment in the event of any loss or damage thereto or theft thereof.

- 20.3.7. FIS will utilize Provider's broadband internet connectivity for each POS configuration. Establishing broadband service and payment for broadband service is the responsibility of the Provider if they have broadband depending on the terminal.
- 20.3.8. Voice over IP ("VoIP") is not supported for transaction processing. Operation of the Terminal over VoIP is at the Provider's risk, only available on some terminal types and varies by program.
- 20.4. **Terminal Problems.** If Provider believes an FIS-supplied Terminal is malfunctioning, Provider shall call the appropriate phone number to report such problem. FIS will attempt to determine by phone if there is a Terminal problem. Provider shall cooperate with FIS in attempting to resolve any Terminal problems. If an FIS-supplied Terminal has a problem that would negatively impact benefit redemption, FIS shall use its best efforts to replace the Terminal within 48 hours after notice of a problem.
- 20.5. **Replacement Terminals.** If a replacement Terminal is shipped to the Provider, FIS may contact the Provider to assist with the replacement process and/or Provider is able to call the appropriate support number provided. In good faith at the Provider's expense, Provider is expected to return malfunctioning equipment at the time replacement equipment is ordered. If equipment is not returned within 14 days of replacement order, Providers' account will be debited fair value of equipment.
- 20.6. **Training and Operation.**
  - 20.6.1. FIS will supply initial training to Provider on how to use the Equipment. Thereafter, Provider shall be responsible for on-going training of its employees.
  - 20.6.2. Operating Procedures. The Provider Procedure Manual is available via down load from the portal [www.ebtEDGE.com](http://www.ebtEDGE.com) or may be mailed to Provider at Provider's request, and is a manual governing the operation of the System and Equipment. Provider shall comply with the procedures of such manual.
  - 20.6.3. Availability. A designated employee of Provider's location shall be available to assist Cardholders with benefit transactions during normal Provider location hours of operation.
- 20.7. **Power.** Provider is expected to have adequate clean power located in close proximity to accommodate the MyWICChildCare supplied equipment. A UL approved power strip with a surge protector may be utilized to supplement existing power outlets.

—END OF EQUIPMENT SERVICE—