

Type III Early Learning Center Certification Checklist

Provider's Name

TIPS Provider Number

Part 1:

Your CCAP application must be entered into the CAFÉ online system located at www.louisianabelieves.com. The online application includes entries for your provider agreement, provider rate agreement, W-9 tax information, and direct deposit information. Additional required documents and checklist can be found by clicking on *Early Childhood, Publicly-Funded Providers, CCAP Providers*, and then select *Type III Early Learning Site – Application Packet*.

Part 2:

The following required information must be submitted within the 30 day application processing period. Items may be uploaded via CAFÉ (preferred method), ProviderCertification@la.gov, faxed to us at 225.342.4180, or mailed to the following address: CCAP Provider Certification, P. O. Box 2510, Baton Rouge, LA 70821:

- Provider Agreement
- Early Childhood Community Network Program Profile and Assurances
- Verification of identity (must be government issued pictured ID such as driver's license)
- Social Security Cards (copy) for all owners and directors
- IRS SS-4 Form (IRS generated copy)
- Verification of checking or savings account
- Verification of rates charged (notice to parents such as newsletter, bulletin, memo, etc.)
- Pre-Service Orientation Training
- Provider Rate Agreement
- Louisiana CCAP Time and Attendance Equipment Agreement (Agreement must be completed in full, signed and dated, all pages must be returned)



LOUISIANA DEPARTMENT OF EDUCATION

Dear Program Partner:

Each year early childhood community network program partners must sign and submit Program Partner Assurances indicating that they will comply with Bulletin 140, the Louisiana Early Childhood Care and Education Network. In addition, renewal of Academic Approval for Type III early learning centers is contingent upon submission of these assurances.

Bulletin 140 requires that each publicly-funded program in Louisiana participate in its community network, the early childhood care and education accountability system, and the coordinated enrollment process. Failure of any publicly-funded program to submit signed Program Partner Assurances and to comply with Bulletin 140 may result in the loss of its public funding.

In order to remain in compliance with Bulletin 140, you must submit the 2018-2019 Program Partner Assurances that are attached to this notice to the Louisiana Department of Education no later than **Friday, May 4, 2018**.

Signed Program Partner Assurances may be submitted in any of the following ways:

1. **Use the following directions to sign and submit the assurances electronically (THIS IS THE PREFERRED METHOD); OR**
2. Print, sign, scan and return by email to ECAssurances@la.gov with your center's name in the subject line; OR
3. Print, sign and fax to (225) 342-4180, Attention: Academic Approval; OR
4. Print, sign and mail to:
Louisiana Department of Education
Attention: Provider Certification
P.O. Box 2510
Baton Rouge, LA 70821

If you have any questions regarding the submission of these assurances, please email ECAssurances@la.gov.

Sincerely,

Jenna Conway
Assistant Superintendent, Early Childhood

Louisiana Believes

DIRECTIONS FOR SUBMITTING ASSURANCES ELECTRONICALLY

The assurances are in a fillable .pdf format. If you choose to sign your assurances electronically, follow these instructions carefully so that your assurances will be submitted correctly:

1. Clicking on the signature box will pull up a “Sign Document” box. If you have already created an electronic signature, choose it from the drop down, enter your password, and skip to #3.
2. If you have not created a signature, you should do so by completing the following:
 - a. From the “Sign As” drop down box, select “New ID”
 - b. Select “A new digital ID I want to create now”
 - c. Click “Next”
 - d. Select “New PKCS#12 digital ID file”
 - e. Click “Next”
 - f. Complete the form
 - g. Click “Next”
 - h. Create and confirm a password (this prohibits others from using your electronic signature)
 - i. Click “Next”
 - j. Click “Finish”
3. Once you have created your signature, you will be prompted to enter your password and click “sign”.
4. You will then be prompted to save your signed document.
5. After you have saved it, you will enter the date, your title, position, name of your school or center, email address, and phone number.
6. Click the green button at the bottom to submit your assurances.
7. Select “Default email application”
8. You should follow any further instructions given by the online submission system until your email has been sent.

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2018-2019 PROGRAM PARTNER ASSURANCES

Instructions: These assurances are to be submitted by all Program Partners. Complete submission will be used to issue Academic Approval to Type III early learning centers. Program Partners must fill in all blanks and initial each page where indicated. Incomplete assurances will not be accepted.

PROGRAM PARTNER INFORMATION:

CHECK ALL THAT APPLY TO YOUR SITE:

- | | | |
|---|---|---|
| <input type="checkbox"/> Type III Child Care Center | <input type="checkbox"/> School District | <input type="checkbox"/> Charter School |
| <input type="checkbox"/> Nonpublic School/NSECD | <input type="checkbox"/> Early Head Start | <input type="checkbox"/> Head Start |

Community Network/Parish Name: _____

Program Partner Center or School Name: _____

District or Site Code: _____ CCAP Provider No. (if applicable): _____ License No. (if applicable): _____

Program Partner Chief Administrator: _____

Physical Address: _____

Mailing Address: _____

Primary Contact Name and Title: _____

Telephone: _____ Email: _____

MY ORGANIZATION WILL COMPLY WITH ALL PROVISIONS OF STATE BOARD OF ELEMENTARY AND SECONDARY EDUCATION (BESE) BULLETIN 140 – LOUISIANA EARLY CHILDHOOD CARE AND EDUCATION NETWORK AND MY ORGANIZATION WILL:

MEMBERSHIP IN THE COMMUNITY NETWORK

- Participate fully in the Early Childhood Care and Education Community Network as provided in Chapter 3 of Bulletin 140, including:
 - Designation of an individual to serve as the primary point of contact between this organization and the Community Network Lead Agency; and
 - Responding to communication from the Louisiana Department of Education (Department) Office Early Childhood and the Community Network Lead Agency when requested.

PARTICIPATION IN THE EARLY CHILDHOOD CARE AND EDUCATION ACCOUNTABILITY SYSTEM

- Participate fully in the Early Childhood Care and Education Accountability System as provided in Chapter 5 of Bulletin 140, including:
 - Support administrators, teachers and other staff to use BESE Bulletin 136—*The Louisiana Standards for Early Childhood Care and Education Programs Serving Children Birth-Five Years, CLASS®*, and *GOLD®* or an approved alternate assessment;

- Ensure that all required information for classrooms containing children from birth to five years is entered in the *GOLD*® online system. I understand that even if my organization is not using the *GOLD*® assessment, certain information such as teacher credentials, curriculum and class ratios is still required to be entered for all classrooms;
- Cooperate with the Lead Agency in my Community Network to identify all sites/classrooms to be observed with the *CLASS*® Toddler and *CLASS*® pre-K tools, unless my site serves infants only or was not open prior to October 1, and to identify all infant classrooms;
- Participate in *CLASS*® observations, specifically allowing two *CLASS*® observations for each Toddler and pre-K classroom, unless my site serves infants only or was not open prior to October 1;
- Allow third party observations to occur, unless my site serves infants only or was not open prior to October 1;
- Meet with each teacher to provide written results and feedback from local observations within five business days of receiving the information;
- Provide teachers with support to improve their interactions and instruction, including use of curriculum and assessment, in order to help prepare more children for kindergarten;
- Verify through the Department’s verification process the site-level data that has been reported to the Department for the Performance Profile;
- Participate in any required improvement planning process approved by BESE and implemented by the Department;
- I understand that all lead teachers in full day type III early learning centers hired into their role prior to July 1, 2017 must obtain their early childhood ancillary certificate by July 1, 2019; and all lead teachers in full day type III early learning centers hired into their role on or after July 1, 2017 must obtain their early childhood ancillary certificate within 24 months from their date of hire; and
- I understand that, pursuant to Bulletin 140, beginning with the 2016-2017 school year, publicly-funded sites rated as “unsatisfactory,” as defined in LAC 28:XCI.509, for two school years in any consecutive three school year period, shall lose their public funding and have their academic approval terminated.

PARTICIPATION IN THE COORDINATED ENROLLMENT PROCESS

- Count all publicly-funded birth to age five children currently being served in this program as of October 1 and February 1 of each school year and submit to the Lead Agency as required by the State.
- Participate fully in the Community Network’s Coordinated Enrollment Process as provided in Chapter 7 of Bulletin 140 including:
 - A coordinated information campaign through which the Community Network informs families about the availability of publicly-funded programs serving children ages birth to five years;
 - A coordinated eligibility determination through which the Community Network coordinates enrollment, eligibility criteria, and waiting lists to ensure that families are referred to other available publicly-funded early childhood programs should they be ineligible for or unable to access their primary choice;
 - A coordinated application process through which the Community Network conducts a unified application process so families can easily indicate their enrollment choices for publicly-funded programs; and
- A process for matching based on family preference through which the Community Network enrolls at-risk children, using available public funds and based upon stated family preferences.
- Inform parents and caregivers that they may request that the Department review the placement of their child resulting from the coordinated enrollment process as indicated in Bulletin 140.

SCHOOL READINESS TAX CREDIT ELECTION (YOU MUST SELECT ONE):

- Yes, if eligible, I elect to participate in the School Readiness Tax Credit Program.
- No, I elect not to participate in the School Readiness Tax Credit Program.

By my signature below, I am indicating agreement with all of the requirements listed above.

Signature of Chief Administrator for Program Partner Organization

Date

Chief Administrator Title

Name of Center/School

Chief Administrator Telephone number

Chief Administrator Email address

INITIAL HERE _____

- a. state licensing requirements for Type III early learning centers found in BESE Bulletin 137, Louisiana Early Learning Center Licensing Regulations,
- b. all applicable laws concerning the use of child safety devices (car seat belts, child restraining seats, infant carrier seats, etc.) in the transporting of a child receiving care from a Provider under this Agreement, including Louisiana R.S. 32:295, the Occupant Protection Enforcement Information Law. This provision applies to all types of vehicles used for transportation as part of the child care services furnished by the Provider,
- c. R.S. 46:2701, the Children's Product Safety Act, which requires child care providers to use only safe children's products, meaning those that have not been recalled (baby beds, playpens, high chairs, etc.),
- d. state and federal laws concerning confidentiality of information about the children for whom care is provided and their families,
- e. the Federal Civil Rights Act of 1964, as amended, including but not limited to, those provisions guaranteeing equal opportunity to all seeking access to services without regard to race, color, religion, sex or national origin,
- f. mandatory reporting requirements with respect to suspected child abuse and neglect,
- g. Public Law 103-227, part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. The law does not apply to children's services provided in facilities funded solely by Medicare or Medicaid funds. Failure to comply with the provisions of law may result in the imposition of a civil monetary penalty of up to \$1,000 per day, and
- h. all laws, rules, and regulations for any programs for which federal or state funds are received.

Supervision:

4. Children shall be supervised at all times at the facility, on the playground, on field trips, on non-vehicular excursions, as follows:
 - a. Children shall not be left alone in any room, (except the restroom as indicated in section 17.G of this Section), outdoors, or in vehicles, even momentarily, without staff present.
 - b. A staff person shall be assigned to supervise specific children whose names and whereabouts that staff person shall know and with whom the staff person shall be physically present. Staff shall be able to state how many children are in their care at all times.
 - c. Individuals who do not serve a purpose related to the care of children or who hinder supervision of children in care shall not be present at the facility.
 - d. While supervising a group of children, staff shall devote their time to supervising the children, meeting the needs of the children, and participating with them in their activities.
 - e. Staff duties that include cooking, housekeeping or administrative functions shall not interfere with the supervision of children.
 - f. Restrooms - Children who are developmentally able may be permitted to go to the restroom independently at a facility, provided that a staff member is in proximity to and can see the children to ensure immediate intervention to safeguard a child from harm while in the restroom; and individuals who are not staff members may not enter the center restroom area while in use by any child other than their own child. A child age four and older may be permitted to go and return from the restroom without staff.
 - g. When children are in the yard, the staff member must be able to summon another staff member without leaving the children unsupervised.
 - i. Staff shall actively supervise children engaged in all water activities.

Serving Special Populations:

5. Pursuant to Title III the Americans with Disabilities Act (ADA), child care centers, regardless of size or number of employees, including home-based centers:
 - a. must provide children and caregivers with disabilities with an equal opportunity to participate in the child care center's programs and services;
 - b. cannot exclude children with disabilities from their programs unless their presence would pose a direct threat to the health or safety of others or require a fundamental alteration of the program;

- c. have to make reasonable modifications to their policies and practices to integrate children, caregivers, and guardians with disabilities into their programs unless doing so would constitute a fundamental alteration;
 - d. must provide appropriate auxiliary aids and services needed for effective communication with children or adults with disabilities, when doing so would not constitute an undue burden; and
 - e. must generally make their facilities accessible to persons with disabilities. Existing facilities are subject to the readily achievable standard for barrier removal, while newly constructed facilities and any altered portions of existing facilities must be fully accessible.
 - f. Under the McKinney-Vento Homeless Assistance Act, LEAs must identify children and youth in homeless situations and provide appropriate services. This must be done for all children attending publicly-funded school programs, including publicly-funded early childhood programs.
6. Provider must take the Pre-Service Orientation prior to initial certification. Verification must be submitted to the Department as a part of your application for certification.
7. Provider is required to have training in the ten safety and health topics listed below as a CCAP provider:
- a. prevention and control of infectious diseases (including immunization)
 - b. prevention of sudden infant death syndrome and use of safe sleeping practices (if applicable)
 - c. administration of medication, consistent with standards for the caregivers consent
 - d. prevention and response to emergencies due to food and allergic reactions
 - e. building and physical premises safety, including identification of and protection from hazards that can cause bodily injury
 - f. prevention of shaken baby syndrome and abusive head trauma (if applicable)
 - g. emergency preparedness and response planning for emergencies resulting from a natural disaster, or a man-caused event
 - h. handling and storage of hazardous materials and the appropriate disposal of bio contaminants
 - i. precautions in transporting children (if applicable)
 - j. first aid and cardiopulmonary resuscitation (CPR) certification

BESE Bulletin 139. Provider will comply with all aspects of Bulletin 139—Louisiana Child Care and Development Fund Programs as follows, but not limited to the following:

8. Provider understands and agrees that provider is entering into this Agreement in an independent capacity and that neither the provider nor any of the owners, officers, directors or employees of the early learning center are hereby made employees of the state or federal government or entitled to government benefits.
9. Agreement covers a single provider and location. This Agreement covers the center located at the licensed address provided on page one and is not transferrable to another location of the same provider or to another provider.
 - a. Provider shall furnish care to CCAP eligible children at the center located at the licensed address provided on page one.
 - b. This Agreement does not cover, and no payments may be made for care provided at any other address or for care provided by any other provider.
10. Caregiver Access. Provider shall allow caregivers to visit their children and the center at any time during the center's regular hours of operation and when children are present.
11. This Agreement does not guarantee the placement of any child in the Provider's center. The Department does not recommend any child care provider; it is the right of caregivers to make this choice from among all participating providers in their area.
12. Providers are prohibited from the use of corporal punishment such as, but not limited to, spanking, whipping with a switch or belt, arm twisting, or washing out mouth with soap or other foul tasting substances.

13. **Emergency Preparedness.** Providers will develop, practice and train on, and follow, a written emergency preparedness disaster plan that includes at a minimum:
- procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, continuity of operations, accommodations of infants and toddlers (if applicable), children with disabilities, and children with chronic medical conditions;
 - procedures for all staff and volunteers working at the facility where care is provided; and
 - posting in a visibly accessible area all appropriate emergency phone numbers, such as fire and police, hospitals and Louisiana poison control, and the physical address and phone number of the facility.
14. **Rates**
- Provider shall complete the CCAP Rate Availability Verification Form (CCAP 7B) and shall charge the rate provided on the form.
 - Provider shall not charge the caregiver of a CCAP eligible child any more than the maximum rate charged to any caregiver who is paying privately for the same child care service.
 - Copay Requirements
 - Federal CCAP rules require that the Provider must charge caregivers the rate provided on the current CCAP 7B form and must collect the difference between the rate charged and the amount of CCAP assistance received. This difference is the caregiver's "copay".
 - Caregivers of children in foster care or in protective custody are not obligated to pay the copay because the CCAP subsidy percentage paid for children in foster care or protective custody is 100 percent of the maximum state rate or the provider's rate, whichever is less.
 - Caregivers of a child in foster care or protective services may choose to place his/her child in a center with a rate that is higher than the maximum state rate, but the caregiver is responsible for the difference between the maximum state rate and the provider's rate. Arrangements for the payment of this difference are between the caregiver and the provider. The Department will not be a third party to such an Agreement or responsible for any additional payments above 100 percent of the maximum state rate.
 - Provider may not charge for absences of children in foster care or in protective custody.
15. **Payments to Provider**
- Payment to the provider will be based on a percentage of either the Provider's actual charge or the state maximum rate for the authorized services, whichever is less.
 - Payment will not be made for absences for more than five days for a child in any calendar month or for an extended closure by Provider of more than five days in any calendar month. A day of closure, on a normal operating day for the Provider, is counted as an absent day for the child(ren) in the Provider's care. If a child authorized for full-time care attends child care less than four hours in one day, this will be counted as a half day absent and half the daily rate will be paid to the Provider. No absences will be paid for part-time care.
 - Payments will not be made for any days after the last day that authorized care was provided. Days when the Provider is unable to provide care will count as days of absence for the children in the Provider's care.
 - In cases of a federal/state/locally declared emergency situation, or other special circumstance, the Department may waive the absence policy.
16. Provider agrees to notify the Department promptly when Provider rates change. A new Provider Rate Agreement form and appropriate verification of new rates (notice to caregivers of change) will be required at that time. Department agrees to provide a new CCAP 7B for each CCAP eligible child for whom the Provider rate has changed. Provider agrees to complete and ensure return of the CCAP 7B to the Department. Department agrees to change the payable rate, subject to the state maximum rate, effective the first of the month following receipt of the new Provider Rate Agreement and verification of the new rates to the Department, if the new CCAP 7B is postmarked or received timely.

17. Tracking of Times Services (TOTS)

- a. Provider must participate in the Tracking of Time Services (TOTS) to capture time and attendance and possess the minimum equipment necessary to operate the system which includes a working internet connection at the center.
- b. Provider agrees to report problems with a Point of Service (POS) device or finger image scanner to the ACS Providers Help Desk AND the Department within 48 hours of failure.
- c. In addition to using TOTS, Provider shall keep a required daily attendance log for children, including arrival and departure times, for each child. The daily attendance log must contain the minimum required information as outlined in CCAP 15R (Provider Payment and Reporting Responsibilities). If transportation is provided, a daily transportation log is also required. A sample attendance log may be found at www.louisianabelieves.com.
- d. Provider shall notify the Department immediately of the removal of any child from its care so that payment from the Department for that child can be discontinued.
- e. In the event an invoice is required, the Provider must complete and submit a CCAP 40 form (Child Care Provider Manual Payment Request Remittance Advice) or a CCAP 15ICP (Semi-Automated Invoice). These forms must be accompanied by the corresponding attendance record(s). Provider agrees to submit the invoice and all corresponding attendance record(s) within seven calendar days of receipt. Payments will be made upon approval to the Provider by Department from state and federal funds by state warrant.

18. Provider agrees to furnish the Department with such reports as are required by the Department in such format as is prescribed by the Department.

19. Inspections

- a. Provider shall allow inspection of the center by Department staff and other authorized inspection personnel and caregivers of children in care, during normal hours of operation and when children are in care.
- b. Provider shall promptly admit representatives of all regulatory and funding agencies during normal hours of operation and when children are in care.
- c. Provider shall cooperate and participate fully in any such inspections, and the director, director designee, or other person responsible for the operation of the center will make the center and physical plant fully accessible for inspection.

20. Audit

- a. Department staff or representatives and the Provider will carry out the requirements to monitor and conduct fiscal audits at reasonable times. Department's authority to monitor and conduct fiscal or program audits applies to the Provider to the extent of the services furnished under the terms of this Agreement.
- b. Provider will give representatives of the Department and of the U.S. Department of Health and Human Services (HHS) access at reasonable times to all books, records, and supporting documents related to CCAP assistance and kept by the Provider for purposes of inspection, monitoring, auditing, or evaluation by Department of HHS personnel.
- c. Provider will retain supporting fiscal documents (invoices, remittance advices, attendance logs, etc.) adequate to insure that claims for matching federal funds are in accordance with federal requirements. Provider will retain such documents for three (3) years after close of the state fiscal year (July 1 through June 30) in which services are provided.

21. Term of Agreement

- a. This Agreement will become effective upon full execution by the parties hereto.
- b. Department shall incur no liability for payment for child care for any child until the Provider has received from the Department a notification of eligibility and payment amount for that child.
- c. All payments by the Department to the Provider under this Agreement shall cease immediately upon termination of this Agreement.

22. Suspension of Provider's Certification

- a. When the Department determines the provider is not in compliance with an administrative requirement, the Department may send written notice by mail or email informing the provider of the administrative noncompliance and requiring that the provider come into compliance.
- b. If the provider does not come into compliance within 14 calendar days of such notice, the Department may suspend payments to the provider until the provider is in compliance.
- c. The Department shall notify the provider by email or fax that it has suspended the provider's payments within two calendar days of suspending the payments and shall include language informing the provider that it has an additional 14 calendar days in which to come into compliance or its certification may be terminated.

23. This Agreement may be terminated:

- a. immediately and without necessity of advance notice by written mutual Agreement of both parties; or
- b. in thirty days upon either party giving written notice to the other party of its intent to terminate the Agreement; or
- c. by the Department at close of business on the date the Type III early learning center license is not timely renewed; or
- d. by the Department at close of business on the date the license is revoked or renewal is refused; or
- e. by the Department at close of business on the day the Type III early learning center license is surrendered in order to obtain a Type I or Type II early learning center license; or
- f. at the close of business on the date certification for CCAP eligibility is terminated or renewal is refused; or
- g. provider agrees to notify the Department immediately of the closure of its center, or any change in ownership or change in the location of its center. If there is a change in ownership, the new provider, or a change in location, the current provider must submit a new Agreement; or
- h. payment shall not be made outside of the effective date of this Agreement.

24. The Department may terminate a Provider's certification and impose a period of ineligibility on the Provider for program violations, which include but are not limited to the violations listed in Section 321 of BESE Bulletin 139, Louisiana Child Care and Development Fund Program or a condition or situation exists that places the lives, safety, or physical, mental or emotional well-being of any child entrusted to the Provider's care in imminent danger, regardless if such a condition or situation results from an act or omission by the Provider.

25. Neither the federal government nor the State of Louisiana provides appeal rights for Provider whose participation in the Child Care Assistance Program is refused or terminated. The decision to deny appeal rights was made by the State Legislature and the Department does not have the authority to overrule State law. The Provider is not entitled to CCAP payments during the appeal process and winning the appeal does not restore CCAP payments of eligibility.

Signature of Owner

Signature of Co-Owner

Print Name

Date

Print Name

Date

Signature of Owner

Signature of Co-Owner

Print Name

Date

Print Name

Date



Name of Center: _____
Initials of Owner or Director: _____

Signature of Owner

Signature of Co-Owner

Print Name Date

Print Name Date

Authorized Signature, Department of Education

Print Name Date

LOUISIANA CCAP PROVIDER TIME AND ATTENDANCE EQUIPMENT AGREEMENT

FOR INTERNAL USE ONLY
 Agreement Number: LADAYC-00-

CCAP Provider ID: _____

Effective Date: _____

This **Agreement** is made by and between Conduent State & Local Solutions, Inc. a New York Corporation, (hereinafter "Conduent") and _____, a _____ corporation, individual(s), partnership, 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 Louisiana (hereinafter "**State**") to provide an automated e-Child Care system that provides timekeeping and recording of attendance of State authorized Child Care attendees. As part of that contract with the State, Conduent is also required to furnish equipment for the use of Class A, R and M. 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) and biometric finger image reader equipment (hereinafter "**Equipment**") and related services: installation, training, repair, and help desk support.
- 1.2 Equipment. Equipment shall be a VeriFone model 570 Point-of-Service (POS) terminal and MSO300 (Biometric reader). 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 Louisiana Electronic Child Care Assistance Program (hereinafter "**CCAP**").
- 1.5 Equipment Allocation. Guidelines for Equipment allocation are established under a separate contract between Conduent and the State. Equipment will be allocated at a ratio of 1 unit of Equipment to 40 State authorized Child Care attendees (hereinafter "Active Participants"), with the following two exceptions: (1) Class A, R and M Providers who provide services for 39 or less authorized Child Care attendees will receive, at a minimum, one unit of Equipment; (2) Providers will receive an additional unit of Equipment if there is a "remainder" after dividing the highest number of authorized Child Care attendees by 40. Examples: (1.) A Provider with 1-40 Active Participants would receive 1 unit of Equipment; (2.) A Provider with 41-80 Active Participants would receive 2 units of Equipment; (3.) A Provider with 85 Active Participants would receive 3 units. If a single Child Care Provider operates more than one facility, these guidelines apply to each of the facilities.

Conduent reserves the right to remove Excess Equipment on demand during Provider's normal business hours. Excess Equipment is defined as any equipment that exceeds the equipment allocation pursuant to the Guidelines for Equipment allocation described above and in the contract between Conduent and the State of Louisiana.
- 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) *Louisiana Child Care Provider Operations Manual*. This reference

- material will also be made available on the Child Care Provider Web. Amendments to the Quick Reference Guide and the Louisiana Child Care Provider Operations Manual will be provided hard copy.
- 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 except New Year's Day, Independence Day, Thanksgiving and Christmas Day. During non-staffed time, Help Desk calls will be handled through and Interactive Voice Response Unit (IVR). Telephone calls from pay phones will not be accepted.
 - 1.9 Equipment Repair. Conduent shall be solely responsible for the repair of Equipment. For Equipment repair, Provider shall promptly notify Conduent using the telephone number(s) separately furnished to Provider by Conduent. Repair calls will be accepted during normal help desk hours listed above or the Provider may leave a message on the IVR regarding the nature of the problem. Telephone calls from pay phones will not be accepted. At Conduent discretion, Equipment may either be repaired or replaced. If the equipment issue cannot be resolved by phone with the Customer Service Representative nor NEMC, and replacement equipment is required, the equipment is replaced within 24 hours of notification of the problem and is received by the provider the following business day.
 - 1.10 Supplies. Conduent will be furnishing the Provider a website to order paper used in the Equipment. That website is www.conduenteccsupply.com and paper will be shipped directly to provider.

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 it shall provide accurate and current data for Exhibit A (Louisiana CCAP Provider Reimbursement and 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. 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 removed from the Provider's possession and control 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.
- 2.9 Equipment Supplies. Conduent will be furnishing the Provider a website to order paper used in the Equipment. That website is www.conduenteccsupply.com and paper will be shipped directly to provider.

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 CCAP 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 Sate Child Care Assistance 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 debit to the Provider’s financial institution account in an amount consistent with the schedule below. If the Provider does not have an account with a financial institution, the Provider will be billed in accordance with the schedule below.

	Year One	Year Two	Year Three	Year Four	Year Five
VeriFone Model VX 570 (POS)	\$338.00	\$270.00	\$202.80	\$135.20	\$67.60
MSO300 (Biometric Reader)	\$435.00	\$348.00	\$261.00	\$174.00	\$87.000
Complete Set	\$773.00	\$618.00	\$463.80	\$309.20	\$164.60

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 agrees to bear the expense of r 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: IDEMNIFICATION

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 attorney's 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 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, subcontractors 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 Louisiana and any action commenced hereunder shall be brought in State of Louisiana. Further, Provider consents to the jurisdiction of the courts located in State of Louisiana.

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

10.1 The amendments, addenda, exhibits or attachments listed below, are incorporated herein by reference:

Exhibit A: Louisiana CCAP Provider Reimbursement and Settlement Authorization 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 AND 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 HOME OR CENTER

By:  _____
(Signature) (Signature)

Michael Langenohl _____
(Name, type or print) (Name, type or print)

SVP, SES Customer Care _____
(Title) (Title)

4/26/2010 _____
(Date) (Date)

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EXHIBIT A
LOUISIANA CCAP PROVIDER REIMBURSEMENT AND SETTLEMENT AUTHORIZATION FORM

Provider ID #: _____

Date: _____

Full Legal Business Name _____

Authorizes Conduent and its designated financial institution, Bank of America, and the financial institution listed below to deposit reimbursement funds to and debit from (equipment) the indicated business account for activity related to the State of Louisiana's Child Care Assistance Program subject to the terms Provider Agreement.

Choose () One:

First Submission Change in Banking Info

Fill in information for the account funds will be deposited in to:

Business Information:

Authorized Individual Name _____

Title _____

DBA (Business Name) _____

Address _____

City/State/Zip _____

Telephone Number _____

Authorized Signature _____

Checking Account Number:

Savings Account Number:

Bank Routing Number (ABA Number):

Please return this completed form and a voided check or deposit slip to:
 Conduent State and Local Solutions
 P.O. Box 80469, Austin, TX 78708
 Questions? Contact us at: (866) 217-1076

**ATTACH VOIDED CHECK OR DEPOSIT TICKET IN THIS BOX OR
 ENCLOSE A LETTER FROM YOUR BANK WITH ROUTING &
 ACCOUNT # INFORMATION
 NOTE: WE CAN ONLY ACCEPT CHECKING ACCOUNTS**

Louisiana Provider 123 Main St Louisiana City, LA 12345	2372
Pay to the Order of _____	Date _____
VOID	\$ _____ Dollars
XYZ Bank of Louisiana City, XY	
For _____	
:123789789:987654321:2372	