

Subject: "ACS Ohio ECC Provider Equipment Agreement" Information

Dear Child Care Provider,

The Ohio Department of Job and Family Services (JFS) and Affiliated Computer Systems, Inc. (ACS), our vendor for Ohio Electronic Child Care (Ohio ECC), have gathered some comments from providers concerning the "ACS Ohio ECC Provider Equipment Agreement". ACS met with their contracting staff and legal counsel to determine what, if any, changes could be made. Our combined goal is to ensure rights & responsibilities are defined for ACS, and for Ohio's child care providers, regarding the equipment provided by ACS. Following are the articles of the "ACS Ohio ECC Provider Equipment Agreement" that some providers had concerns with and how each has been addressed:

Article 2.3:

Old - Provider agrees to be solely responsible for and bear all one-time and recurring expenses and fees of all electrical and telephone services necessary for the operation of the Equipment.

New - Provider agrees to be solely responsible for all electrical and telephone services necessary for the operation of the Equipment.

The concern raised was the old statement implied there would be costs at installation. The new statement clarifies that providers are responsible for necessary electrical and phone services.

Article 2.4:

Old - Provider required to submit bank account information on Exhibit A.

New - Provider can choose to submit Exhibit A. If the provider does not submit Exhibit A, this statement has been added:

"If provider does not complete and submit Exhibit A, Provider agrees to pay all invoices from ACS within thirty (30) days of receipt for non-return of equipment."

Article 2.5:

Old - The Equipment shall not be moved from the Provider address(es) reflected on record with the State without prior authorization from State.

New - The Equipment shall not be removed from the Provider's possession and control without prior authorization from State.

This new statement implies that a provider could choose to take equipment with them in a vehicle but are still responsible for it at all times.

Article 3.4:

Old - Failure of the Provider to return equipment within ten (10) business days of the effective termination date will result in an ACH debit in the amount of seven hundred and sixty-five dollars and no cents (\$765.00) to the Providers financial institution account.

New - Failure of the Provider to return equipment within ten (10) business days of the effective termination date will result in an ACH debit or invoice in the amount of seven hundred and sixty-five dollars and no cents (\$765.00) to the Provider's financial institution account or invoiced to the Provider.

Some providers were uncomfortable completing Exhibit A requiring bank information and returning that form to ACS. This allows a choice to providers, but also states the responsibility of paying an invoice for non-returned equipment.

Article 4.1:

Old - Provider will ensure that Provider's existing insurance covers the Equipment against casualty loss.

This statement could not be removed or altered. The statement requires the provider have insurance coverage for casualty loss; ACS has clarified that existing business, home owners or renters insurance coverage includes coverage of "Content", the POS device would be covered under "Content" and would not require additional coverage beyond that.

Q and A

Q. Do I need to complete a new "ACS Ohio ECC Provider Equipment Agreement" form?

A. No this is optional. If you have already submitted an agreement form, you are not required to submit a new one.

Q. What if I am a government affiliated child care provider?

A. Contact the CCIDS Help Desk at 1-877-302-2347 for a different version of the "ACS Ohio ECC Provider Equipment Agreement" that is specific to government entities.

Q. What do I need to do if I want to submit a new "ACS Ohio ECC Provider Equipment Agreement"?

A. Please print the attached "ACS Ohio ECC Provider Equipment Agreement", it contains all revisions outlined in this email. Complete this revised version and mail to the following address:

ACS State and Local Solutions
National Retail/Provider Management Center
P.O. Box 80469
Austin TX 78708

Reminders

- If you have already submitted the "ACS Ohio ECC Provider Equipment Agreement" to ACS, and you are comfortable with your submission, you do not need to complete another agreement.
- If you choose to submit a new "ACS Ohio ECC Provider Equipment Agreement", the old agreement is null and void.
- If this is the first time you are receiving this information, please print the attached "ACS Ohio ECC Provider Equipment Agreement" and mail to the address listed above.
- All licensed and certified providers with a current authorization to serve publicly funded children will be contacted by ACS or their subcontractor MRi to schedule an installation of the POS device. If you need special accommodations, those should be shared with MRi at the time the appointment is set.
- If a POS device stops working or is malfunctioning, the provider must contact the ACS Equipment Help Desk at 1-866- 217-1076. A replacement POS device will be shipped within 24 hours to the provider. Postage paid packaging for returning the broken equipment will be included with the new device. Providers must ship the broken equipment back to ACS as soon as possible, but no later than 10 days, to avoid charges for the equipment.

March 18, 2011

