

RESOLUTION APPROVING CHILD SUPPORT ENFORCEMENT CONTRACT AMENDMENT FOR WEST PUBLISHING CORPORATION THROUGH THE CONSOLIDATED LEAD EVALUATION AND REPORTING DATABASE (CLEAR), ACDJFS

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job & Family Services has presented a Contract amendment for the approval of the Board, to-wit:

Original Contract Date: May 1, 2021 **Contract No.** CLEAR 2023-2025

Provider: WEST PUBLISHING CORPORATION THROUGH CONSOLIDATED LEAD EVALUATION AND REPORTING DATABASE

Service: Database for Child Support Enforcement Agency to use for potential location leads for parents who are currently participants in a family services program.

Term: Amendment extends term expiration from May 31, 2023 to May 31, 2025

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract Amendment is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-368

July 11, 2023

**RESOLUTION APPROVING CHILD SUPPORT ENFORCEMENT CONTRACT
AMENDMENT FOR WEST PUBLISHING CORPORATION THROUGH THE
CONSOLIDATED LEAD EVALUATION AND REPORTING DATABASE (CLEAR),
ACDJFS**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING
CORPORATION, EXECUTED MAY, 2023**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2023 through May 31, 2025, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC “), an Ohio for profit corporation and the Board of County Commissioners, Ashtabula County Job & Family Services, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties that are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 and the contract provided for the potential for two additional two-year extensions, and

WHEREAS, CCAOSC, OCDA, and the Participant are satisfied with the CLEAR product and wish to extend the contract services for an additional two years, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) - An Ohio county that is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency that does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing June 1, 2023 and ending on May 31, 2025.

Vendor – West Publishing Corporation.

Agreement - That certain contract amendment effective June 1, 2023 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2025. The contract provides for one more additional two-year extension after May, 2025. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2023 with the understanding that they will be added at a rate of \$34.39 per user, per month for the period

June 1, 2023 to May 31, 2024, and at the rate of \$35.42 per user, per month, for the period June 1, 2024 to May 31, 2025.

Real time incarceration and arrest records may be added at a rate of \$106.00 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$109.00 per user, per month, for the period June 1, 2024 to May 31, 2025.

Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2023 to May 31, 2024		June 1, 2024 to May 31, 2025	
Alerts Month	Cost Per Month	Alerts	Cost Per
100	\$48.00	100	\$50.00
300	\$80.00	300	\$84.00
500	\$126.00	500	\$132.00
1,000	\$238.00	1,000	\$250.00
1,500	\$358.00	1,500	\$376.00
3,000	\$675.00	3,000	\$709.00
5,000	\$1,092.00	5,000	\$1,147.00
10,000	\$2,117.00	10,000	\$2,223.00
25,000	\$5,127.00	25,000	\$5,383.00

4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2023 until May 31, 2025. The program administrative expense will be invoiced each year in the month of June for 2023 and 2024, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2025** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2025 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2025.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in procuring all necessary signatures for the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2023.
5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

REAL TIME INCARCERATION AND ARREST RECORDS _____

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

BATCH PREMIUM ALERTS _____

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

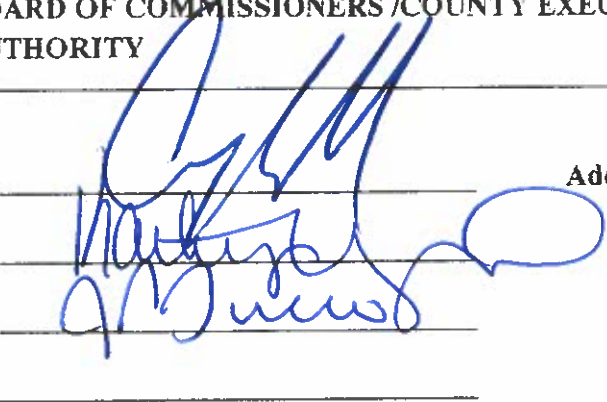
IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)

By: 

Address: 209 East State Street
Columbus, Ohio 43215

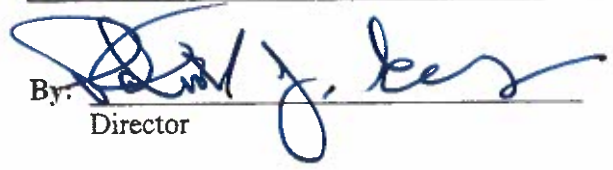
COUNTY OF Ahtabula
BOARD OF COMMISSIONERS /COUNTY EXECUTIVE/ APPROVING AUTHORITY

By: 

Address: 25 W. Jefferson St.
Jefferson, OH 44047

Date of Adoption of Approving Board Resolution 7-11-23

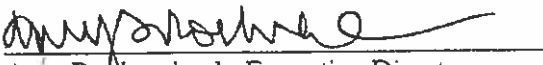
PARTICIPANT AGENCY NAME: Ahtabula Jfs

By: 
Director

Address: 2924 Donahoe Dr.
Ahtabula, OH
44004

If necessary, Approved as to form:

OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By: 
Amy Roehrenbeck, Executive Director

Address: 1103 Schrock Road, Suite 309
Columbus, Ohio 43229

Signature Page

Agreement Title: Child Support Tom Reuters Participation agreement

(This is a participation agreement for Ashtabula County JFS-Child Support Division to participate in this discount cost program with other child support divisions in the state. Ashtabula County is a member of CCAO, which makes the county's child support agency eligible for this discount to Thompson Reuters (West) for "Clear" services, which helps child enforcement agencies locate parents, etc)

Approved as to Legal Form Only:

By: _____



Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: _____, 2023