

**RESOLUTION APPROVING AGREEMENT WITH LEXISNEXIS VITALCHEK NETWORK INC. AND ASHTABULA COUNTY FOR ACCEPTANCE OF PAYMENTS BY FINANCIAL TRANSACTION DEVICES (CREDIT CARDS) FOR EXPENSES OWED TO ASHTABULA COUNTY**

WHEREAS, Lisa Hawkins, Clerk of the Board, has presented an agreement for the approval of the Board, to-wit:

**Provider:** LexisNexis VitalChek Network, Inc., 6 Cadillac Drive, Brentwood, TN 37027

**Project:** Acceptance of payments by financial transaction devices (Credit Cards) for expenses owed to Ashtabula County

**Cost:** fees assessed to the user include: \$2.00 per transaction for Debit Transactions, \$2.00 or 2.29% whichever is greater for credit transactions, \$1.00 per Echeck

**Term:** Retroactive to January 1, 2021 for one year, with automatic renewals for successive one year periods

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the agreement outlined above is hereby approved in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-68**

**February 09, 2021**

**RESOLUTION APPROVING AGREEMENT WITH LEXISNEXIS VITALCHEK NETWORK INC. AND ASHTABULA COUNTY FOR ACCEPTANCE OF PAYMENTS BY FINANCIAL TRANSACTION DEVICES (CREDIT CARDS) FOR EXPENSES OWED TO ASHTABULA COUNTY**

**Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.**

**VOTE:**

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

**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.



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



**LexisNexis® VitalChek Network Inc.**  
**Payment Solutions Service Agreement**

This agreement ("Agreement") is entered into as of February 1, 2021 (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Ashtabula County ("Customer") with its principal place of business located at 25 West Jefferson St., Jefferson, OH 44047

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**WHEREAS**, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

**WHEREAS**, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");

**NOW THEREFORE**, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1 attached hereto (the "Equipment").
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will make payment to Customer in an amount equal to Customer's charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
4. VitalChek will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. No fees charged to the consumer shall be modified without providing the customer 120 days' notice. The current Fees are detailed on Schedule 2 attached hereto.
5. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least ninety (90) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide



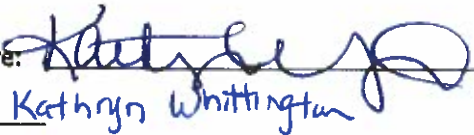
VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

8. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
9. The County shall be responsible for reimbursing LexisNexis for all authorized and settled transactions that are charged back ("Chargeback") by the cardholder. Upon receiving notice of a cardholder initiated refund or Chargeback, LexisNexis will "Net Settle" those funds from the County's daily deposit within 24 hours. LexisNexis retains responsibility for managing the chargeback process; which includes conducting research and other task related to challenging Chargebacks, where appropriate. The County and LexisNexis agree to collaborate accordingly in order to seek transaction Reinstatement when circumstances related to Chargeback is deemed inappropriate. In the event a Chargeback transaction is reinstated LexisNexis agrees to provide to remit payment to the County, via ACH credit in the specified amount of the Reinstatement, within 72 hours.
10. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
11. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek.
12. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
13. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
14. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the 12-month period preceding the date of such loss or injury.
15. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
16. This Agreement shall be construed and enforced in accordance with the laws of the State where Customer is located.
17. The parties understand and agree that Customer is free to contract with other providers for the same services. The Customer will then allow each individual appointing authority to choose which provider offers the services that best fit their needs.
18. In the event there are no payments made by consumers through VitalChek during any month for which this contract is applicable, the Customer shall not be charged a fee for that month




**IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

**CUSTOMER: Ashtabula County**

Signature:   
By: Kathryn Whittington  
Title: President  
Date: 2/9/21

**LEXISNEXIS VITALCHEK NETWORK INC.**

Signature:   
By: Jeff Riefke  
Title: Vice President, General Manager  
Date: 1-6-21

Reviewed by  
LNRS  
Legal

by 0096CJ at 10:20:24 AM, 1/6/21



**Schedule 1**  
**Hardware and Software**

<b>Point of Sale Devices</b>		
<b>Web Payments</b>		
<b>Remote Payments</b>		



**Schedule 2  
Fees**

<b>Debit Transactions</b>	<b>\$2.00 per transaction</b>	<b>Visa and MasterCard</b>
<b>Credit Transactions</b>	<b>\$2.00 or 2.29% whichever is greater</b>	<b>Visa, MasterCard, Amex and Discover</b>
<b>Non-Guaranteed Echecks</b>	<b>\$1.00 per Echeck</b>	

