

MEMORANDUM OF UNDERSTANDING

THROUGH WHICH

*New York City Department of Finance*

WILL PROVIDE ELECTRONIC PAYMENT SERVICES

For

*BIC*

**I. Parties and Purpose**

This Memorandum of Understanding (MOU) is to confirm the mutual understandings between the Department of Finance (DOF) and the Business Integrity Commission (BIC) regarding the obligations of each agency as part of the Citywide Payments and Receivables Program. The goal of this program is to improve incoming City payments, collections, and receivables management by creating efficiencies of scale, improving and expanding payment services to the public, and establishing comprehensive policy for payment services. The Program encompasses the Citywide Payments and Receivables Repository (CPRR). One of the Program's project streams is focused on increasing the use of electronic payment services by giving the public more and better ways to pay the City—with a particular focus on electronic payments—which will reduce the cost to the City of collecting and processing payments. This MOU outlines the process by which DOF may integrate BIC data into CPRR as well as provide electronic payment services on behalf of BIC. It will also address the expectations for each agency as part of its participation in the program.

**II. Authority**

The authority for DOF and BIC to enter into this agreement is:

The New York City Charter, ch. 49, §1121, Agreements Concerning Performance of Agency Administrative Functions

**III. Terms and Conditions**

This MOU between DOF and BIC is predicated on an engagement for payment processing services by and between DOF and a Payment Service Provider. A demonstration project contract between DOF and a Payment Service Provider exists for electronic payment services that is executed as part of the Citywide Payments and Receivables Program, attached as Appendix A. It is through this demonstration project contract that the Payment Service Provider will be

providing electronic payment services to BIC. The term of the demonstration project contract is for three years, ending on December 14, 2014.

BIC may choose a start date for this MOU anytime after the start date of the demonstration project contract, which became effective on December 15, 2011.

The MOU shall remain in effect after the end date of the demonstration project contract as DOF anticipates having one or more Payment Service Provider(s) engaged before the termination of the demonstration project with the current Payment Service Provider. DOF will ensure that BIC's payment processing services will continue without any lapse. This MOU may be amended if a new Payment Service Provider is engaged after the termination of the demonstration project contract.

#### **IV. Scope of Services and Responsibilities**

##### **A. DOF will:**

1. Perform contract and vendor management, including maintaining the contract, support, and resolution of any issues that arise between BIC and the Payment Service Provider, as needed;
2. Serve as a consultative resource for BIC on issues pertaining to electronic payments, including informing the public of the most cost-effective payment methods;
3. Work with BIC to implement multiple payment channels offered through the Program, including pay by web, check scanning, home banking payment consolidation, lockbox services, in-person, third-party, and mobile payment services;
4. Facilitate the set up of a bank account and merchant identifications;
5. Be responsible for paying the Payment Service Provider for goods and services associated with the currently scoped work. This includes transaction costs, implementation costs, and the costs associated with opening and maintaining a specific BIC bank account as part of the BIC's participation in the Program. DOF's responsibility for paying these costs is contingent upon BIC's compliance with citywide banking policies and applicable state laws and card association rules and regulations;
6. Provide a homepage and gateway that is compliant with all City banking policies and applicable state laws and card association rules and regulations;
7. Provide a structured process for BIC's enrollment and participation in the Program;

8. Inform BIC about timelines and schedule of implementation and ongoing maintenance;
9. Provide BIC with a single point of contact to communicate any issues outside of the standard payment support process;
10. Test transmission of receivables and remittances data between BIC's source system(s), CPRR, FMS, and the Payment Service Provider;
11. Specify the availability of services, scheduled downtimes, and specific notification process between BIC and DOF;
12. In coordination with DoITT, service and maintain all software, hardware, and communications infrastructure related to CPRR, where applicable;
13. Manage the risk associated with security and compliance, data transmission, and overall CPRR infrastructure and data security, where applicable;
14. Provide appropriate controls to ensure accurate data transmission and loading processes, where applicable;
15. Provide BIC's customers with access to pay by web services 24 hours a day, 7 days a week, minus any scheduled maintenance windows as specified in the SLAs with DoITT or the Payment Service Provider;
16. Provide user-friendly receivable search functionality within pay by web services through its Payment Service Provider;
17. Provide a unique payment identifier or receipt number for each payment made through said pay by web services;
18. Provide BIC and its users business hours support for payment issues or troubleshooting;
19. Provide remittance advice, including reversals and returns, for all payments received through CPRR to BIC per a mutually agreed upon format and update schedule;
20. Update FMS with cash receipts according to agency budget and revenue sources, where applicable;
21. Provide BIC with reporting tools from Payment Service Provider to support reporting and reconciliation responsibilities.

Note: Not every service or responsibility listed above applies to each implementation. DOF will advise BIC on which services and responsibilities are applicable to each of its implementations.

**B. BIC will:**

1. Provide DOF, for each implementation, a point person for each of the three areas listed: fiscal, program/operations, and IT. The point person will liaise with DOF and be responsible for communicating agency decisions and approvals for issues within his or her respective area;
2. Be responsible for paying any and all costs associated with customizing features that are outside the standard scope of program services. BIC will pay for these costs through an interagency transfer of funds to DOF. BIC will be notified in advance of any work qualified as "custom" along with the associated cost of such work and will approve such work in advance of it being committed to;
3. Be responsible for paying any and all costs associated with hardware purchased or rented through Payment Service Provider. Examples of hardware are check scanning machines, POS terminals, or other physical goods not included in the standard program services;
4. Notify DOF if there will be changes to its requirements, use of services, or the volume of transactions expected;
5. Continue to be responsible for customer inquiries and return requests from its customers as well as managing its business processes;
6. Investigate and follow up, as necessary, on all card chargebacks to BIC remittances as noticed by the card processor within the time frame required by the card processor;
7. Reconcile FMS on a monthly basis with cash receipts posted from CPRR against bank account balances;
8. As part of its participation in the program, work with its customers to guide them toward the most cost-effective payment channels;
9. Provide appropriate control data per best practice (e.g. separate file with transaction or dollar totals sent, or a checksum of transactions) to adequately ensure successful load of BIC receivables data;
10. Provide CPRR or Payment Service Provider with open receivables data for cash basis revenue in a mutually agreed upon format and schedule;

11. Test transmission of receivables and remittances data between BIC's source system(s) and CPRR or Payment Service Provider, as necessary;
12. Receive remittance advice, including reversals and returns, for all payments received through CPRR or Payment Service Provider to BIC per a mutually agreed upon format and schedule for update to the BIC system of record;
13. Notify DOF within one (1) business day if there are any discrepancies, errors, or exceptions around receivables and/or remittances processed through CPRR or Payment Service Provider not previously detected by DOF;
14. Respond to inquiries as initiated by DOF payment support representatives within five (5) business days or less depending on the urgency of the inquiry;
15. Provide DOF with up to date contact information for the recipient of agency-specific service requests;
16. Adhere to best practices as advised by DOF staff and/or relevant oversight agencies.

Note: Not every service or responsibility listed above applies to each implementation. DOF will advise BIC on which services and responsibilities are applicable to each of its implementations.

#### V. Pricing and Payment

For the initial scope of services defined in Section IV of this MOU, there are no implementation costs or transaction fees expected from BIC to DOF as long as BIC complies with recommended credit and debit card fee approach, as detailed in the Installation Checklist, and any other citywide policy. DOF also agrees to pay the costs associated with opening and maintaining a bank account opened on behalf of BIC as part of its participation in the program. If BIC does not comply with fee credit and debit card fee approach or other citywide policy, the agency will be responsible for paying these costs. These costs are identified in the fee schedule set out below. Regardless of its compliance with all citywide policy, BIC is responsible for paying for all costs associated with customization or hardware. DOF will make BIC aware of these costs prior to any work being done.

Service	Unit Cost	Monthly Cost
Monthly DDA*	\$34.00 per month	Fixed—recurring
Online ACH transaction cost	\$0.075 per web payment	Variable—depends on transaction volume
Online credit card transaction cost**	\$.314 per web payment	Variable—depends on transaction volume
Card network fees	Variable based on card used for each transaction	Variable—depends on transaction volume

\*Includes debit filter fee. Debit filter is the protective feature which ensures that only approved third parties are able to initiate authorized ACH debits on an account. For security, this feature is required for all agency participants.

\*\*Includes the channel and card processing fees for both the transaction amount and the convenience fee.

## **VI. Data feed to FMS**

If applicable, DOF will provide BIC with a feed of its payment data to FMS. If BIC's implementation includes a feed to FMS, BIC must provide accurate revenue sources and update DOF if there are any changes to its revenue sources or their structure. BIC must notify DOF of any changes that would affect its data to FMS sixty (60) days prior to those changes taking affect. BIC must notify the contacts from DOF listed in Appendix B.

BIC agrees to follow best practices as outlined by oversight agencies and offices. BIC will be responsible for reconciling FMS on a monthly basis with cash receipts posted from CPRR against bank account balances.

As of the execution of this MOU, DOF and BIC agree that the revenue sources are accurate and truly represent revenue sources structure for BIC. Future changes to BIC's revenue source or structure will follow an agreed-upon change management procedure for incorporation into CPRR.

## **VII. Duration of agreement, amendments and modifications**

This MOU can be extended beyond the demonstration project contract between DOF and the current Payment Service Provider. Pursuant to the demonstration project contract, if the current Payment Service Provider continues to provide payment services during a transition period that cannot exceed 6 months after the expiration of the demonstration project contract, BIC will continue to receive these payment services. This MOU may be amended if a new Payment Service Provider is selected at the completion of the demonstration project contract. At that time, DOF will notify the BIC of any necessary amendments. If a new Payment Service Provider is selected, DOF will transition BIC to a new vendor and will work with BIC to ensure that there is no gap in services.

If BIC wants to terminate this MOU before the end of the demonstration project contract, or any subsequent contract entered into after the termination of the demonstration project, BIC will give no less than 30 days notice in writing to the primary DOF contact listed on this MOU. Similarly, DOF will give BIC no less than 30 days notice if the demonstration project contract will terminate before its expected end date or will be extended beyond it.

DOF and BIC also acknowledge that this MOU is not a legally binding instrument as between the two parties, and their respective obligations to each other, and is only intended to set forth the understandings of the parties without creating any legally enforceable rights or obligations. However, during the term of this MOU, BIC is legally bound to adhere to all the terms and conditions of the demonstration project contract, the terms and conditions of the Payment Service Provider, citywide banking policies, and applicable state laws and card association rules and regulations.

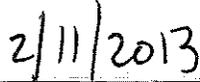
#### **VIII. Resolution of disagreements**

If either DOF or BIC has reason to believe that the other agency has not performed its responsibilities as part of this MOU, or should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Signatories and Contact Information

Department of Finance





Primary Signatory and Contact  
Phone: 212-669-4901  
Email: [SalkinA@finance.nyc.gov](mailto:SalkinA@finance.nyc.gov)

Date

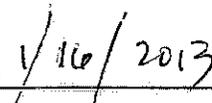




Secondary Signatory and Contact  
Phone: 212-669-7537  
Email: [KnappS@finance.nyc.gov](mailto:KnappS@finance.nyc.gov)

Date





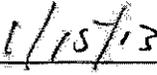
Tertiary Signatory and Contact  
Phone: 718-802-4048  
Email: [GriffinJ@finance.nyc.gov](mailto:GriffinJ@finance.nyc.gov)

Date

BIC

Jayant Kairam



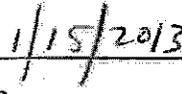


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Date

Jennifer Hoo





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Date

Ira Spaner



1/15/2012

Tertiary Signatory and Contact

Date

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**Appendix A**

**Citywide Payments and Receivables Program**

**Demonstration Project Contract**

*Attachment*

## **Appendix B**

### **Contacts**

#### **Department of Finance contacts**

**Andrew Salkin**  
Deputy Commissioner for Operations  
212-669-4901  
[SalkinA@finance.nyc.gov](mailto:SalkinA@finance.nyc.gov)

**Sarah Knapp**  
Assistant Commissioner/Citywide Payments and Receivables Services  
212-669-7537  
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**John Griffin**  
Citywide Payments and Receivables Repository Project Manager  
718-802-4048  
[GriffinJ@finance.nyc.gov](mailto:GriffinJ@finance.nyc.gov)

#### **BIC contacts**

**Program contact**

**Fiscal/budget contact**

**IT contact**