

STATEMENT OF WORK
LEXINGTON WASTE
MANAGEMENT
– OVER-THE-COUNTER
PAYMENT PROCESSING
PROJECT

PREPARED BY KENTUCKY INTERACTIVE, LLC
FOR CREDIT CARD, DEBIT CARD AND ACH DEBIT TRANSACTION
PROCESSING

KI SOW #1773

Version	Status	Date
1.0	Version 1	8/31/2016
1.1	OTG Device Addition	1/7/2017
1.2	OtG Language Update	4/13/2017

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

OVERVIEW

This Statement of Work (“SOW”) document identifies the responsibilities between the Lexington-Fayette Urban County Government (“Partner”) and Kentucky Interactive, LLC (“KI”) as the selected vendor/contractor providing Enterprise E-Government Services for the Commonwealth of Kentucky. This document is subordinate to the terms and conditions of the contract between the Commonwealth of Kentucky and KI for Enterprise E-Government Services (MA 758 1000000126, “Master Contract”). The issuance of a Contract Award by the Commonwealth shall create a valid Contract between the Parties consisting of the following:

1. The written Agreement between the Parties
2. Any Addenda to the Solicitation
3. The Solicitation and all attachments thereto, including Section 40--Terms and Conditions of a Contract with the Commonwealth of Kentucky
4. General Conditions contained in 200 KAR 5:021 and Division of Material and Procurement Services’ FAP110-10-00
5. Any Best and Final Offer
6. Any clarifications concerning the Contractor’s proposal response to the Solicitation
7. The Contractor’s proposal response to the Solicitation

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

This SOW describes the Transactions to be facilitated and the services to be provided through KI for the Lexington Waste Management Over-the-Counter Payment Processing (“Application”) and the responsibilities of the parties for the successful completion of this project.

SUBORDINATE TO SERVICE LEVEL AGREEMENT

This SOW is subordinate to the Service Level Agreement (“Agreement”) between the Partner and KI signed and dated March 27, 2015 and is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

PROJECT PARTICIPANTS

PROJECT PARTNER:

Lexington-Fayette Urban County Government
Waste Management
675 Byrd Thurman Drive
Lexington, KY 40510

PARTNER PROJECT SPONSOR:

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Director of Waste Management

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PARTNER FINANCIAL CONTACT:

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PORTAL MANAGER:

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229 West Main Street
Frankfort, KY 40601

General Manager
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Phone: 502-875-3733 x107

Director of Operations and Marketing / PMO
Carlos Luna

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Project Manager
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PURPOSE STATEMENT

BENEFIT TO CITIZENS AND BUSINESSES

The new Lexington Waste Management Over-the-Counter Payment Processing will provide a more efficient process and method for the Partner's staff, Online services and Customers to process electronic payments for ACH, Credit Cards and Debit Cards.

PARTNER BENEFIT

KI's payment solution will have the potential to reduce costs and time for the Lexington-Fayette Urban County Government. Fees collected on behalf of Partner will be disbursed to Partner in an improved and expeditious manner.

OVERVIEW OF CURRENT PROCESS

CURRENT BUSINESS PROCESS

Payments are currently accepted via a manual process.

LEGAL/STATUTORY/REGULATORY

There are not currently any known legal, statutory or regulatory conditions that are impediments to this project.

DEFINITIONS

“ACH, ACH Credit or ACH Debit or ACH Transaction” –An ACH Transaction in which a Customer provides their bank account information and the amount owed or to be paid. KI then instructs its financial services provider to initiate an electronic Transaction through the ACH network which debits the Customer's bank account and credits the account of record for KI or the Partner. Additionally, an ACH Credit is when for example KI instructs its financial services provider to disburse/deposit funds to the Partner's bank account via an ACH Credit transfer.

“Card or Cards” –the credit cards branded as Visa, MasterCard, Discover, and American Express, as well as debit cards that display either the Visa or MasterCard logos.

“Card-Present” – over the counter payments where the Card is provided to complete the transaction.

“EMV” – a global standard for credit and debit payment cards based on chip card technology," taking its name from the original card schemes that developed it (Europay, MasterCard, and Visa).

“Payment System / KI Payment Services suite” – Internet-based payment system supporting a common checkout, shopping cart and electronic wallet to facilitate the capture of electronic payments pursuant to the Master Contract as part of the NIC Electronic Services provided through KI for use by the Partner..

“The Payment Engine (TPE)” – is an enhanced payment processing system and Transaction processing engine and pursuant to the Master Contract as part of the NIC Electronic Services provided through KI for use by the Partner.

“Card Swipe Device” –hardware device encrypted with a proprietary security key that interfaces with a PC via the USB port and acts as a keyboard emulator to securely transmit Card data to the Payment System and/or TPE.

“Mobile Device” –an Apple or Android smartphone or tablet with an audio jack or audio jack adapter

“On the Go (OTG) Device” –hardware device encrypted with a proprietary security key that interfaces through the audio jack to securely transmit Card data to the Payment System and/or TPE.

“On the Go (OtG) service” – application software ("app") which allows users to accept debit and credit cards on their iOS or Android smartphone or tablet computer and pursuant to the Master Contract as part of the NIC Electronic Services provided through KI for use by the Partner. The app supports manual entry of card details or swiping of a card through the audio jack-connected encrypted card reader. The app includes the ability to optical scan a paper check or the manual entry of a routing and account number to create an ACH Transaction.

"Statutory Fees"–without limitation, the taxes, penalties, interest, fines, child support fees, licensing fees, vehicle registration fees or other fees assessed by statute, rule, court order or other governmental act and collected by the Partner from the User or Customer.

“Transaction” – the successful or unsuccessful transmission of payment data related to using a Card or ACH via the Payment System by a User, without regard to whether such Transaction is voided or charged-back by the Card issuer, returned by the Banking system or refunded by the Partner.

“Portal Administration / Service Fee” –fee charged for use of the Payment System to pay Fees. Including but not limited to Statutory fees.

“User or Customer” – the person or entity that pays or inputs the Statutory Fees and/or Service Fee and their card information via the Payment System.

“Smart Codes” – A Smart Code is the accounting code used by the statewide accounting system (eMars) or other accounting systems to allocate funds via a pre-defined accounting strip/string supporting the Smart Code. Within TPE Smart, Codes are referred to as a SKU.

“Calling Application” – Any application that calls/interfaces to the Payment System. Including but not limited to any non-KI 3rd party developed software application that interfaces or integrates with the KI payment services.

“eMars” – The Commonwealth of Kentucky’s Commonwealth’s official financial system of record, statewide accounting system, procurement system and budgetary control system.

SCOPE STATEMENT

PROJECT OVERVIEW

Partner is requesting that Kentucky Interactive (KI) create an NIC Electronic Service (as defined in the Kentucky Interactive Master Agreement) for the Partner, in accordance with this agreement. Description of service is as follows:

KI will provide payment transaction processing in order for the Partner to add payment processing capabilities without having to build, host or maintain any financial processing functionality within their own environment by processing funds through the **OntheGo (OtG) Service** for the Partner. The Partner authorizes KI to be an agent for electronic payment transactions by Users.

The OtG service will securely transmit any desired Smart Codes/SKUs, item descriptions, amount and quantity as indicated in this Agreement under Business Requirements & Functionality. These data elements will be part of the payment record maintained by TPE.

Social Security Numbers and/or Driver License Numbers may not be transmitted.

The solution will include OtG as well as the processing engine – TPE, which will process Credit Card and Debit Card for the Partner via KI's Bank of record and disburse/deposit funds to Partner's Bank of record.

BUSINESS REQUIREMENTS & FUNCTIONALITY

- Lexington Waste Management will accept over-the-counter payments at all of their locations and for any one of the following designated item descriptions and SKUs per transaction:
 - Loan A Box – 4121-303102-3062-42543
 - Extra Dump – 4121-303503-3532-42880
 - Training Pad – 1115-303502-3524-42181
 - Special Event – 1115-303502-3523-42511
 - Herbie Cart – 1115-303502-3521-46720
 - Lenny Cart – 1115-303507-3581-46720
 - Rosie Cart – 1115-303504-3551-46720
 - Vet (dead animal) – 1115-303502-3524-42881
- The OtG Service will support only the KI provided card swipe devices.
- Partner funds will be disbursed to the Partner's bank account of record via daily ACH transfers from KI's bank of record.

REPORTING REQUIREMENTS

- KI's payment processing and TPE support the use of Smart Codes or SKUs to enable SKU level reporting
- The standard TPE reporting will be provided. For example, deposit reporting, disbursement reporting, transaction reporting, returns reporting, refund reporting.

HIGH LEVEL TECHNICAL DESCRIPTION

- All applications within which sensitive data is transmitted shall be performed using the Secure Socket Layer (SSL) protocol and the portal's registered SSL certificate.
- The data for this Application is encrypted and stored using a secured Database.
- Best effort will be made to meet modern browser requirements, based on market adoption, from the end-user payment screens.

- Each page of encrypted applications may have a time limit placed upon it in order to detect inactivity. To protect data, the pages will log out the user automatically after the time limit has been exceeded without any activity occurring.
- Payment data will be transmitted securely to, and through, KI's Transaction processing engine, TPE.
- Partner will not store any Card information as per Payment Card Industry (PCI) requirements with the exception of what is allowed under the PCI Data Security Standards.
- Partner will not pass Social Security Numbers, Driver License Numbers or HIPAA related data to the Payment Service or TPE if data must be stored by Payment Services or TPE unencrypted.

ASSUMPTIONS

- OtG will accept Credit Card or Debit Card Transactions. Card type accepted will be Visa, MasterCard, American Express, Discover and Branded Debit Cards. (Credit Card / Debit Card is a payment type option and the Partner may choose to not accept Credit Card / Debit Card as a payment type.)
- OtG will facilitate the consumption of pertinent information to complete requirements for an ACH or card Transaction leveraging JTPE. (ACH is a payment type option and the Partner may choose to not accept ACH as a payment type.)
- OtG will pass required and optional Customer Transaction data to TPE's processing interface to initiate a Card or ACH Transaction.
- KI and bank will process the payment files using methods already in place between TPE and the bank for Card Transactions.
- Daily (Monday thru Friday, excluding banking holidays) ACH Transactions will occur between KI's depository bank and the Partners depository bank to facilitate the disbursement of statutory fees to the Partner.
- KI is not responsible for Service downtime due to interruptions in cellular network connectivity or Internet connectivity, network interruptions, Partner Office network interruptions, interruptions caused by Card companies or issuing banks, force majeure or due to routine system maintenance.
- KI does not guarantee mechanical operation of the OtG Device(s). KI assumes manufacturer warranties for the OtG Device(s).
- Partner understands that KI's Services do not constitute, and that KI is not providing, credit availability, history or authorization for use of the Card, but rather KI provides the Services with respect to accessing such credit services via the Internet.
- Nothing in this Agreement shall be construed as making KI liable for any Transaction that fails as a result of (i) incorrect data entered by the End User, (ii) incorrect data entered by Partner or its Designated Entity, or (iii) any delay or rejection of a Transaction by the applicable merchant or drawing bank.

ANTICIPATED RISKS

The flow of electronic funds is outside of the control of both the Partner and KI. The many variables of the movement of funds through financial institutions, merchant service providers, and the Fed may result in a 24 to 96-hour timeframe for funds to become good and settle with the Partner’s depository bank.

Additionally, neither Partner nor KI can predict Card Charge Backs or other payment failures due to the Customer account, banking issues or user error. Issues and errors of this type can impact payments and deposits.

Nor can Partner or KI predict ACH returns, errors, or other payment failures due to the status of the Customer’s account, banking issues, or user error. Issues and errors of this type can impact settlement of payments and deposits.

In order to remain fully compliant with governing regulations such as the Sarbanes-Oxley Act, certifications such as the Payment Card Industry (PCI) and SSAE16, as well as software licensing agreements, Kentucky Interactive may periodically update, upgrade, and scan its hosting environments and/or services. During such upgrades, scans, or audits, the hosting environment may become temporarily unavailable and impact to services or project timelines may occur. KI will act in good faith to minimize any impact to availability of hosted services and KI will notify the Partner of any such planned activities in advance unless the activity is required for security reasons. Should downtime be required, the Partner and KI will mutually review and adjust the project plan and service availability as appropriate.

PRINCIPAL DELIVERABLES, ESTIMATES AND PROJECTIONS

Achievement of the desired delivery date will require a high degree of participation from the Partner and Partner support resources. This section describes the principal deliverables required of KI for completion of the project along with estimates for each task. As part of the project artifacts a more detailed Project Plan will be developed by mutual consent showing task level requirements where required.

<i>Task / Deliverable</i>	<i>Estimated Days</i>	<i>Responsible</i>
SOW Fully Executed	5 days	KI / Partner
Development/integration with OtG and TPE Complete*	20 days (estimated)	KI / Partner / 3 rd Party
OtG Deployed to Test*	1.5 days	KI
Security Scan	1 day	KI
User Acceptance Testing*	5-15 days	KI / Partner
Financial Process Approval*	7 days	Partner
Letter of Acceptance	1 day	Partner
Security Scan	1 day	KI

Deploy to Production	2-5 days	KI
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*Note: While the above schedule is sequential in general, some tasks may begin or finish concurrently with others. Partner and KI will agree to a final project plan after SOW execution and project resources have been assigned.

FEES, KI COMPENSATION AND FLOW OF FUNDS

The Payment solution from KI may be provided on the self-funded model of the Master Contract at no cost to the Partner. This shall include Project Management, Design, Development, Hosting, Payment Processing and Maintenance. If the self-funded model is not elected, services will be provided via the costs and service rates defined in this SOW and the Master Contract.

Should services be desired outside of the self-funded model, KI's normal service rates as defined in the Master Contract would apply. No additional amounts may be charged by KI without the prior written agreement of the Partner and the e-Government oversight entity.

Any proposals for changes in fees made by any party to either the Master Contract or this Statement of Work shall first be discussed with the partner prior to review and consideration by the e-Government Oversight Entity.

KI will charge the Partner for the use of the OtG Service and payment processing with a KI Portal Administration/Service Fee for Payment Transactions. Fees are defined in the KI Fee Chart below.

Should Partner require card swipe devices or OtG Devices for web-based face to face Transactions, KI will invoice Partner for the Devices net 30 terms after units are installed per the fee defined in the KI Fee Chart.

NOTE: KI reserves the right to charge Partner for the Portal Administration Fee and any additional fees associated with a voided or charged back Transaction, when charged against KI by the Merchant Bank. It is the intent of this provision that such right may be exercised by KI only when Partner exhibits a pattern of excessive voided or charged back Transactions. In addition, if Partner has already received the voided or charged back Statutory Fee from KI, Partner shall refund the full amount of such Statutory Fee to KI upon receipt of evidence that such Transaction was charged back or voided by User/Customer.

KI FEE CHART

Service	KI Portal Administration/Service Fee/Device Fee
Card Payment Services (Credit and Debit Card)	2.75% of the Transaction total
ACH Payment Services	\$1.00 per ACH
Card Swipe Device	\$85.00 per unit
On-the-Go Device	\$95.00 per unit

Service Fees – KI will charge Partner services fees calculated at 2.75% of the total transaction amount collected on behalf of Partner through credit and debit card transactions. Additionally, KI will charge Partner services fees calculated at \$1.00 per ACH transaction created on behalf of Partner through ACH transactions. Service Fees will be calculated and billed to Partner’s financial contact as listed in the Project Participants section of this SOW on a monthly basis. Partner understands that credit card merchant fees, which are included in Service Fees, are set outside the control of KI. KI reserves the right to increase Service Fees in an amount equal to an increase by any credit card merchant after providing written notice to Partner.

INVOICING AND PAYMENTS

KI shall calculate the Service Fees in the form of an invoice and remit a bill to Partner on a monthly basis.

Partner agrees to pay KI within 30 days upon receipt of invoice for all Service Fees as defined in the KI Fee Chart.

KI shall send invoices to the following address:

Lexington-Fayette Urban County Government
Waste Management
Attn: Ada Jennings
675 Byrd Thurman Drive
Lexington, KY 40510

FUNDS AND PAYMENT PROCESSING

Credit/Debit Card Transactions

- TPE will process the Partner Customer’s Credit/Debit Card payment amount. Settled funds will be processed and deposited into KI’s depository Bank. Funds will not be deposited on weekends or banking holidays.
- KI will make daily, excluding weekends and banking holidays, funds transfers/disbursements to the Partner via ACH transfers to an account designated by the Partner. The disbursement will represent the amounts due to the Partner for Partner Customer Payments processed via Credit/Debit Cards.
- Partner Bank Routing and Account Number for the disbursement of funds and ACH Transfers:

Bank Name: LFUCG Chase
ABA Routing Number: On File
Account Number: On File

NOTE: Banking information may be provided under separate cover.

- KI will work with the Partner, who will be responsible, for the resolution of all disputed ACH/Credit/Debit Card charges, refunds or returns that arise during the term of this Agreement. However, in the event of a successful return or dispute or chargeback, whereby the funds in question are reversed from the KI merchant/bank account, the Partner shall not hold KI liable for the Statutory Fees.
- All Payment Returns and/or Refunds will be set off against future KI deposits/disbursements to Partner and indicated in the Deposit, Disbursement, Refund and Return Reports available through TPE. If the set off process is unable to be supported due to timing or funds available issues, Partner agrees to work with KI to allow KI to debit back the required amount or to reimburse KI via another payment method upon receipt of invoice or statement showing reimbursement amount. In all events, Partner agrees to provide reimbursement to KI within thirty (30) days of invoice from KI.
- Using TPE, the Partner will be able to view the Transaction(s) in question with the pertinent Credit/Debit Card Transaction data provided by the merchant processor after receipt of information from the merchant processor regarding a declined or reversed Transaction. Collection of funds from the Customer after a successful dispute and payment reversal is the sole responsibility of the Partner. It will be the responsibility of the Partner to issue refunds to their Customers at the Partner's discretion.
- Partner will have the ability to issue a refund directly within TPE's Administrative Tools. Should a refund be generated outside of TPE, Partner has the ability to "mark" a Transaction as refunded within TPE. Unless Partner uses TPE to issue or mark a refund, TPE will not be able to track refunds issued by partner.
- Refunds initiated using TPE will automatically be credited back to the original payment implement used by the Customer. KI will, in turn, debit a future disbursement to the Partner's bank account for the amount of the returned item(s).

ADDITIONAL DETAILS ON FUNDS PROCESSING ARE AS FOLLOWS:

- Customers will have the option of using any credit or branded debit Card (Visa™ or MasterCard™ logo); Card type processing is the responsibility of KI's merchant processing provider and determined by the ability of the merchant service provider.
- Card types available for processing include Visa, MasterCard, American Express, and Discover. Partner will provide KI with card types they wish to accept for payments, so that the Merchant Account can be configured accordingly.
- Credit / Debit Card payments will be verified with KI's merchant services processor and funds will be held on the consumer or business card as per the agreement between KI and the merchant services provider and/or per the issuing bank and the cardholder. The issuer bank cardholder rules will be primary.

- If the date of a Transaction falls on a bank holiday, the entry may be posted on the next business day. This will extend the time period in which monies are transferred between the Payment System and the Partner’s account by at least twenty-four (24) hours.
- ACH funds will transfer from KI’s depository bank to Partner’s depository bank on a 24-hour delay schedule. For example: Payments made on a Monday will disburse to Partner’s bank on Wednesday. Funds disbursed from KI to Partner include a calendar day’s (calculated as Midnight to 11:59PM) Transactions. This sets the cut off for Transactions at 11:59PM each day.

SAMPLE DISBURSEMENT SCHEDULE:

Transaction Date w/ midnight cutoff	Disbursement Batch Date	Deposit to State Bank Account
Monday	Wednesday	Thursday
Tuesday	Thursday	Friday
Wednesday	Friday	Monday
Thursday	Monday	Tuesday
Friday	Tuesday	Wednesday
Saturday	Tuesday	Wednesday
Sunday	Tuesday	Wednesday

Transfer of funds between KI and Partner will not occur on the following days:

- All Saturdays
- All Sundays
- New Year’s Day (January 1)*
- Martin Luther King’s Birthday (third Monday in January)
- Washington’s Birthday (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)*
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veteran’s Day (November 11)*
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Day (December 25)*
- Day after Christmas (December 26)*

*If January 1, July 4, November 11, December 25 or December 26 falls on a Sunday, the next following Monday is the observed holiday.

*If January 1, July 4, November 11, December 25 or December 26 falls on a Saturday, the previous Friday is the observed holiday.

RESPONSIBILITIES OF THE PARTNER

In order to accomplish the tasks outlined in this SOW, KI will require the Partner to perform the below listed items in a mutually agreeable timeframe. If the Partner fails to provide any one of these items, the delivery dates for the KI deliverables may require adjustment. KI will not be held responsible for delays due to unavailability of data or resources from the Partner.

- The Partner will designate a Project Manager with responsibility and authority for review and approval of deliverables under this SOW.
- The Partner will provide timely authorization for the project and for each approval required during the project.
- The Partner will assist KI in resolving any problems that arise both during and after the implementation of this project.
- The Partner is responsible for providing compatible Mobile Device(s) with WiFi capability or a data plan to successfully process transactions.
- The Partner will provide transfer of necessary IT knowledge, environment and business processes to KI. Verbal walkthroughs and documentation will satisfy this responsibility.
- The Partner will review and approve all screen display designs and applications prior to implementation.
- The Partner will sign and return to KI the Letter of Acceptance before the Application is implemented in production.
- The Partner will provide the required banking information to successfully set up and test the processing of funds.
- The Partner will work with KI to resolve financial issues involving the processing of funds.
- The Partner will provide all content, disclaimers and verbiage for the “payment screens” if required.
- The Partner is responsible for securing any required authorizations (including, without limitation, those required for compliance with any required statutes, rules or executive order) that are necessary to permit the adoption of the Payment Services, the payment of Portal Administration Fees, and any other required fees or Statutory fees. Any such required authorizations shall be obtained prior to any Transactions being processed pursuant to this Agreement.
- Partner will use due care in determining whether the User is authorized to use the Card or ACH process to pay Statutory Fees.
- Security Measures. Partner shall take all necessary measures to protect the access codes provided to it by KI from unauthorized use or disclosure.
- Partner will be responsible for the set-up of any Smart Codes within eMars or other accounting systems.
- Partner will be responsible for Smart Code set-up with any 3rd party provider.
- Partner will be responsible for retaining a signed receipt for all payments processed over \$25.00.
- During the term of this Agreement, Partner acknowledges and agrees that it will use commercially reasonable efforts to be compliant with the applicable portions of the Payment Card Industry's Data Security Standards (the "PCI DSS"), as amended from time to time.

RESPONSIBILITIES OF KENTUCKY INTERACTIVE

- KI will designate a Project Manager to serve as the primary point of contact for the KI deliverables and who will coordinate completion of the KI deliverables with the Partner project team.
- KI will provide the services as defined in the Scope statement contained herein.
- KI will provide the encrypted card swipe devices for integration with OtG.
- KI will provide day-to-day management of the work plan.
- KI may host weekly or more frequent as needed team meetings to review the status of project activities against the plan.
- KI will provide Project Plan Updates to the Partner Project Manager, as required.
- KI will provide Executive Briefings to the Project Sponsor and the eGovernment Oversight Entity, as required.
- KI will provide a test Application for user acceptance testing.
- KI will run security and PCI scans.
- KI will collaborate with Partner to create the work plan and to identify roles and responsibilities to complete all tasks in the work plan.
- KI will place the Application into production and make it available for use by the Partner after receipt of an executed Letter of Acceptance from the Partner.
- KI cannot guarantee funds on pending orders in OtG's payment queue, however all information stored on OtG is encrypted and secure.
- During the term of this Agreement, KI acknowledges and agrees that it will use commercially reasonable efforts to be compliant with the applicable portions of the Payment Card Industry's Data Security Standards (the "PCI DSS"), as amended from time to time.

DELIVERY OF FINAL APPLICATION

Following user acceptance testing, the Partner will be requested by KI to sign a formal Letter of Acceptance ("Letter"). This Letter must be executed by the Project Sponsor, as previously identified in this SOW and the Letter must be received by KI's General Manager before the Payment System can be placed into production and made available for use by the Partner. Once KI receives the executed Letter from the Partner, the Application will be deemed accepted, placed into the production environment and thus the project will be considered complete and delivered. A copy of the Letter is attached hereto as Appendix A.

CHANGE PROCESS

The SOW as specified in this document shall not change except when approved in accordance with the following processes and/or protocols:

Prior to Software Delivery:

- The KI and Partner Project Managers will review any issues that may arise and determine if the resolution will lead to a change in the SOW, which is defined as a change that will affect cost, schedule or staffing.

- The proposed change is formally documented, including the impact on schedule, cost and staffing.
- The proposed change in the SOW is reviewed by the KI and the Partner Project Managers and taken before the eGovernment oversight entity for approval if required
- Once the change in the SOW is approved, the change becomes an Addendum to the SOW.

After Software Delivery:

Maintenance: After the Application has launched, if maintenance issues arise or reporting an error becomes necessary, the Partner should contact KI. Maintenance includes graphical changes, addition or re-wording of text, or other changes that do not materially change the utility, efficiency, functional capability, or Application of the software. All other requested changes will be deemed significant maintenance efforts, requiring the Partner to submit a written change request to KI. KI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment oversight entity, if required.

Software Modifications and Enhancements: For software modifications or additions that materially change the utility, efficiency, functional capability, or Application of the software the Partner will submit a written change request. KI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment oversight entity, if required.

ONGOING MAINTENANCE AND SUPPORT

After delivery of the solution, as defined herein, KI will provide support for the proper installation and ongoing general operation of the current release of the Application. KI shall use reasonable efforts to provide troubleshooting to correct alleged errors in the Application reported by the Partner.

KI will make reasonable efforts to correct any errors or provide a work-around solution. If a work-around is the immediate solution, KI will make reasonable efforts to provide a final resolution for the error. Maintenance and Support as described herein does not include software modifications or additions that materially change the utility, efficiency, functional capability, or Application of the software.

FUTURE SOFTWARE MODIFICATIONS AND ENHANCEMENTS

KI may, at its sole discretion or as required by applicable statutes, regulations, security or audit compliance requirements, continue to enhance and modify the solution after fulfillment of this SOW at no additional cost to the Partner.

At the Partner's request, KI may consider developing modifications or additions that materially change the utility, efficiency, functional capability, or Application of the software ("Enhancements") at such cost and on such schedule as the parties may mutually agree in writing. Such enhancements or additions will be undertaken on a project basis, subject to the review and approval of the eGovernment oversight entity, if required.

ERROR REPORTING AND RESOLUTION

KI's normal office hours are from 8:00 am to 5:00 pm Monday through Friday except on state-recognized holidays when the Commonwealth offices are also closed. To maintain its high availability environment and services, KI's infrastructure and support staff are on call 365 days a year, 24 hours a day to respond to unplanned outages.

Should the Partner report an incident - or an issue whereby business operations may not proceed using normal activities - KI will troubleshoot, triage, and correct the error in a timely fashion and as defined in the Service Level Agreement.

At a minimum, the Partner will provide the following information to assist KI in troubleshooting and triage of the issue:

- Date and time of issue
- If applicable – associated payment information (Payer Name, Amount, Transaction ID, Date, etc.)
- Description, including error messages if applicable
- Affected User(s) and contact information for follow-up
- Expected system behavior / actual system behavior
- Steps to reproduce

Depending on the issue, KI may also request:

- Browser version
- Screen captures
- URL
- Network diagnostic data
- Additional information as needed to diagnose the issue

The Partner and KI will use the following workflow to manage incidents mutually:

- Partner's Customers → Contact Partner Product Owners or Technical Staff
- Partner Product Owners / Technical Staff → Contact Kentucky.gov Support

By email: support@kentucky.gov

Or by phone: 502-875-3733 (during normal business hours)

After hours, high priority, or escalated items can be reported to the Portal Director of Operations or General Manager.

KI will review the incident report and contact Partner if it is determined to be a non-KI issue or if there is a workaround available. If a workaround solution is available, KI will provide the workaround solution to the Partner so that the Partner may resume operations. KI will provide a final resolution for the error at a mutually agreed-upon time in the future. If a workaround solution is not available, or the Partner does not accept the provided workaround, KI may be required to place active development projects on hold and apply resources to resolve the error as quickly as possible. Development will resume on active projects after the Partner confirms resolution of the error; however, delivery dates may be changed.

SIGN OFF

I, the undersigned, have the authority to make binding decisions on behalf of the Lexington-Fayette Urban County Government regarding projects in collaboration with KI.

I also have the authority to allocate Lexington-Fayette Urban County Government resources towards the above-described project.

I have read the above document and understand all the implications thereof. Any future changes to this SOW will be made through a formal written request to KI.

By signing, I acknowledge that the project described herein has received any required legal reviews and is in compliance with current Commonwealth or Lexington-Fayette Urban County Government regulations, as well as the Commonwealth of Kentucky laws, statutes and administrative rules.

BY: _____ Date: _____

Name _____


Title _____

Lexington-Fayette Urban County Government

KI APPROVAL OF PROJECT

I, the undersigned, have the authority to make binding decisions on behalf of KI regarding projects in collaboration with the Lexington-Fayette Urban County Government.

Any future changes to this SOW will be made through a formal written request to the Lexington-Fayette Urban County Government.

BY:  _____
Lee K. Tompkins
President
Kentucky Interactive, LLC

Date April 13, 2017 _____

APPENDIX A

TO: Kentucky Interactive, LLC
FROM: Lexington-Fayette Urban County Government
DATE: _____
RE: Letter of Acceptance

LETTER OF ACCEPTANCE

On behalf of the Lexington-Fayette Urban County Government (“Partner”), which is responsible as the owner and official custodian for the Partner’s records, this certifies that Kentucky Interactive, LLC has built and developed the below enumerated Application in accordance with the Partner’s guidelines and the rules governing dissemination of the Partner’s records and Kentucky Interactive, LLC is authorized to deploy this service.

The Partner further certifies that it understands Kentucky Interactive, LLC exercises no control or censorship whatsoever over the content of the Partner’s records or other data or text furnished by the Partner as displayed on the Kentucky.gov Portal through this Application.

Applicable Application(s): Lexington Waste Management Over-the-Counter Payment Processing

BY: _____
Lexington-Fayette Urban County Government

Print Name

Title

Date