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| Item | Area | Performance Requirements | Deficiency that may trigger Liquidated Damages |
| 1 | EBT Central Computer  System Availability | The Contractor’s EBT System Central Computer shall be available 99.9% of scheduled uptime, 24 hours a day, 7 days per week. Scheduled up-time shall mean the time the database is available for transactions, excluding scheduled downtime for routine maintenance. The EBT System Central Computer consists of all system functions over which the EBT Contractor has control, either directly or through a subcontractor relationship.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet EBT System Central Computer Availability performance requirements 100%, 24 hours, 7 days per week each month.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet this requirement. |
| 2 | Total EBT System Uptime | The Contractor’s EBT System, including the systems central computer, any network or intermediate processing facilities and cardholder authorization processors, shall be available 98% of scheduled up-time, 24 hours a day, 7 days per week. Scheduled downtime for routine maintenance shall occur during non-peak transaction periods.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet up-time for the Total EBT System 100% of the time as measured on a calendar month basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet Total EBT System Uptime. |
| 2 | ACH Settlement | The Contractor shall settle with EBT participants on schedule 99.9% of the time. ‘On schedule' shall mean EBT participants that select a cutover time of no later than 5:00 PM Eastern time will have their bank's account credited no later than one bank business day following the day on which EBT transactions occur. EBT participants that select a cutover time later than 5:00 PM Eastern time will have their bank's account credited no later than two bank business days following the day on which EBT transactions occur. 'EBT participant’ shall mean an EBT only retailer or a third party processor. A 'bank business day' shall mean a day other than Saturday, Sunday or a day on which financial institutions are closed.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet ACH Settlement performance requirements 100% of the time as measured on a calendar basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet ACH Settlement. |
| 3 | Benefit/Deposit Availability | Contractor shall have benefits available to customers in accordance with the State’s Benefits Issuance Schedule.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet Benefits/Deposit Availability performance requirements 100% of the time as measured on a calendar basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet Benefit/Deposit Availability. |
| 4 | Inaccurate Transactions Over-Issuance | In the event of an inaccurate transaction resulting in an over issuance, posted benefits shall be removed prior to the availability date. 'Inaccurate transaction' shall mean a system error that results in: a purchase amount requested being authorized for a different amount; double debits posted to a recipient's account; an incorrect refund amount being credited to a recipient's account; or an incorrect credit being applied to a recipient's account. | In the event any over issuance is not removed prior to the availability date, Contractor shall be responsible for incurring all costs resulting from the over issuance and may not seek to recover such costs from benefit recipients. The Contractor shall also be responsible for actual damages, if any, suffered by the State resulting from the over issuance, including all expenses incurred that would not have been incurred but for Contractor’s over issuance. |
| 5 | Transaction Response Time | The Contactor and its certified third party processors shall meet the response time requirements contained in 7 C.F.R. § 274.8(b)(1)(ii).  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet Transaction Response Time performance requirements 100% of the time as measured on a calendar basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet Transaction Response Time. |
| 6 | Inaccurate Transactions | The system central computer shall permit no more than two inaccurate EBT transactions for every 10,000 EBT transactions processed.  The definition of an inaccurate transaction shall include an individual benefit authorization as well.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet Inaccurate Transactions performance requirements 100% of the time as measured on a calendar basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet stated Inaccurate Transactions. |
| 7 | Reversal Transactions | The Contractor shall limit reversal transactions to no more than two reversal transactions per one thousand (1000) transactions.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet Reversal Transactions performance requirements 100% of the time as measured on a calendar basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet stated Reversal Transactions. |
| 8 | Manual Transactions | The Contractor shall limit off-line voucher transactions to no more than .50% of the State’s total EBT transactions. This standard will be measured on a monthly basis. Non-traditional voucher merchants and designated voucher merchants with less than $100 in food stamp sales shall be excluded when calculating the .50% standard.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet Manual Transactions performance requirements 100% of the time as measured on a calendar basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet stated Manual Transactions. |
| 9 | Customer Service | The Contractor shall meet the following customer service standards. These standards shall be measured on a calendar week basis with circumstances beyond Contractor’s control taken into consideration before application of the remedy:     1. Average speed of answer time shall not exceed 15 seconds      1. 85% of calls answered shall be in less than 25 seconds 2. Abandoned call rate shall not exceed 3%      1. No more than 10% of calls shall receive a busy signal 2. 95% of calls put on hold shall be answered to in less than 30 seconds 3. 85% first call resolution (one representative/no transfers) 4. Calls to a CSR – 100% of all calls to a CSR shall be documented, including the date, time, nature and resolution of the call; 100% of all calls to a CSR shall be recorded and retrievable for investigative and/or monitoring purposes.   The EBT Contractor shall provide a report of compliance on a calendar month basis. | Failure to meet Customer Service performance requirements 100% of the time as measured on a calendar basis.  This performance standard applies to both cardholder and retailer Customer Service Help Desk.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet stated Manual Transactions. |
| 10 | Equipment Installation for EBT Only Retailers | 100% of all EBT Only Point of Sale (POS) terminals shall be installed within fourteen (14) days of the EBT Contractor receiving the USDA FNS authorization numbers through the REDE interface.  The fourteen (14) days are calculated as follows:   * The Contractor shall have two business days from receipt of retailer authorization on the REDE interface until the date a contract is mailed; and * Number of business days from receipt of a completed contract from the retailer until the date the EBT Only POS terminal is shipped to the retailer. Delays caused by the retailer or the mail system are not included in the fourteen (14) day calculation. | Failure to install 100% of the POS terminals within fourteen (14) days of the EBT Vendor receiving the USDA FNS authorization through the REDE interface as defined and measured on a calendar month basis.  The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet stated Equipment Installation for EBT Only Retailers. |
| 11 | SEV 1 and SEV2 Incidents Not Reported on-time | The Contractor shall notify the State of all reported SEV 1 and SEV 2 incidents within the agreed upon timelines, 100% of the time.  The EBT Contractor shall provide a report of compliance on a calendar month basis. | The State may, at its discretion, assess the Contractor damages of $2500 for each failure to meet stated SEV1 and SEV2 notification timelines. |