

Performance Standards

The Vendor’s proposed system to deliver EBT services for the SNAP, TANF and Summer EBT (SEBT) Programs, also known as EBT Programs summarily, shall meet performance and technical standards in the areas of system availability and reliability, system security, system ease of use, minimum card and terminal requirements and system performance.

The following table defines the Programs’ requirements for performance standards for the delivery of the required EBT and cash benefit services, and the performance deficiencies that shall trigger the invocation of hold back remedies, explained later in this section. The EBT Coordinator shall determine if any system performance standards are out of compliance with the standards defined herein. The EBT Contractor will be provided the opportunity to make correction of any area of non-compliance prior to the enactment of any hold backs or other remedies. The EBT Coordinator will monitor ongoing performance standards using monthly status reports provided by the Contractor.

| Performance Standard | Requirement | Performance Deficiency |
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| EBT Central Computer Uptime | The EBT Central Computer shall be “up” 99.9% of the scheduled uptime measured on a monthly basis, twenty-four (24) hours a day, seven (7) days a week, in accordance with specifications. Scheduled uptime shall mean the time the database is available and accessible for transaction processing and excludes scheduled downtime for routine maintenance. The EBT Central Computer consists of all system functions over which the EBT Contractor has direct control, either directly or through a subcontractor relationship. | Failure of EBT Central Computer to be “up” 99.9% of the scheduled uptime measured on a monthly basis (Calendar Month). |
| EBT System Uptime | The total EBT system, including the host computer, any network, intermediate processing facilities or gateway, shall be available 99% of scheduled uptime, 24 hours per day, seven days per week, in accordance with specifications. | Failure of the total EBT system, within the EBT Processor’s control, to be “up” 99% of the scheduled uptime measured monthly (Calendar Month). |
| EBT System Modifications | The EBT System shall not be unilaterally modified without providing prior notification to the State. | Modification to the system without prior notification to the State which adversely affects State operations or their clients. |
| Scheduled Maintenance | Scheduled maintenance of the EBT system shall not exceed two (2) hours per month unless other timeframes are agreed upon by the State. | Exceeding two hours of scheduled maintenance downtime in a calendar month unless in receipt of advance approval from the State. |

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| Downtime Scheduling | Schedule downtime during early morning hours only, i.e. between 1:00 am and 5:00 am Pacific Time. | Failure to schedule downtime during early morning hours, i.e. between 1:00 am and 5:00 am Pacific Time. |
| EBT Switching Services | The Debit Switch service shall be available 99.9% in any calendar month after deducting for scheduled downtime or failure of communication lines or telecommunications equipment out of the reasonable control of the EBT Contractor, in accordance with contract requirements. | Failure to provide Debit Switch Availability 99.9% of the time in any calendar month. |
| Settlement and ACH Processes | <ol style="list-style-type: none"> 1. The timeframe for ACH settlement window shall be met 100% of the time measured within a 30 day rolling window. 2. AMA Entries will be made with 100% accuracy. 3. STARS daily redemption totals will be provided to the Benefit Redemption System Branch (BRSB) at least weekly with 100% accuracy. 4. The EBT Contractor shall notify the State of any settlement or reconciliation discrepancies within 12 hours. | <ol style="list-style-type: none"> 1. Failure to meet timeframe for ACH settlement window 100% of the time measured within a 30-day rolling window. 2. No errors in providing AMA data to the FRB of Richmond measured within a rolling 60 day period. 3. No errors in the daily redemption totals provided to the BRSB measured within a rolling 60 day period. 4. Failure to provide notice of discrepancy within 12 hours. |
| Benefit Availability | The benefit availability time will be 2:00 A.M. Pacific Time. | Failure to have benefits available by 2:00 A.M. Pacific Time 100% of the time. |
| Processing of Batch Records Received During the Day | The EBT Contractor will process batch records received during the day and make benefits available to clients/providers within one hour of receipt. | Failure to make benefits available to clients/providers within one hour of receipt of a batch record received during the day measured daily. |
| S-EBT Benefits | The EBT Contractor will post the dollar amount for S-EBT Benefits to client's accounts with 100% accuracy. | Failure to post client S-EBT benefits with 100% accuracy |
| SNAP Benefits | The EBT Contractor will post SNAP Benefits to client's accounts with 100% accuracy. | Failure to post client SNAP benefits with 100% accuracy. |
| TANF Benefits | The EBT Contractor will post the dollar amount for TANF Benefits to client's accounts with 100% accuracy. | Failure to post client TANF benefits with 100% accuracy |
| Transaction Response Time | For leased line communications, 98% of EBT transactions shall be processed within 10 seconds or less, and 100% of financial transactions will be processed within 15 seconds. | Failure to complete 98% of EBT transactions within 10 seconds measured on a monthly basis (Calendar Month). |

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| | For dial-up systems, 95% of EBT transactions shall be processed within 15 seconds or less, and 100% of financial transactions shall be processed within 20 seconds. | Failure to complete 95% of EBT transactions within 20 seconds measured on a monthly basis (Calendar Month). |
| Inaccurate Transactions | No more than two (2) inaccurate transactions per every 10,000 SNAP or TANF financial transactions measured monthly. | Failure to maintain an accuracy rate standard of no more than two (2) errors per every 10,000 SNAP or TANF financial transactions measured monthly (Calendar Month). |
| Customer and Retailer Service Help Desks | <p>1. All (100%) Customer Service Representative calls will be answered.</p> <p>2. 97% of all calls for Customer Service Representatives (CSR) answered within two (2) minutes measured over a two (2) month consecutive period (Calendar Month).</p> <p>3. The remaining three percent (3%) of all calls for CSR's answered within four (4) minutes measured over the same two (2) month consecutive period (Calendar Month).</p> <p>4. A minimum staffing level shall be maintained at all times during designated business hours, as defined by the EBT Coordinator.</p> | <p>1. Failure to answer all (100%) Customer Service Representative calls.</p> <p>2. Failure to answer 97% of all calls for Customer Service Representatives (CSR) answered within two (2) minutes measured over a two (2) month consecutive period (Calendar Month).</p> <p>3. Failure to answer the remaining three percent (3%) of all calls for CSR's answered within four (4) minutes measured over the same two (2) month consecutive period (Calendar Month).</p> <p>4. Failure to maintain minimum staffing levels as defined by the EBT Coordinator.</p> |
| IVR | Must be available 24/7 and must be in compliance with ISO/IEC 13714, the international standard for interactive voice response systems | Failure to comply with any ISO/IEC 13714 standards. |
| Host Response Time for Administrative Terminal Transactions | Host response time for administrative terminal transactions for on-line data shall not exceed two (2) seconds 98% of the time measured on a monthly basis (Calendar Month). | Failure to respond to administrative terminal transactions within two (2) seconds 98% of the time measured on a monthly basis (Calendar Month). |
| Equipment Installation for EBT-only Retailers | <p>100% of POS terminals shall be installed and operational within 14 calendar days from when FNS authorizes the retailer and adds them to the REDE file.</p> <p>Retailer-initiated delays are not included as long as the vendor mails the agreement within 1-2 days of the retailer being authorized.</p> | Failure to install 100% of the terminals within 14 calendar days from when FNS authorizes the retailer and adds them to the REDE file. |

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| <p>Access to System by Retailers Using a Third Party Processor or Driving their Own Terminals</p> | <p>When a retailer chooses to employ a third party processor to drive its terminals or elects to drive its own terminals, access to the system shall be accomplished within a 30-day period or a mutually agreed upon time upon request, to enable any required functional certification to be performed by the EBT Contractor.</p> | <p>Failure to provide access to the system within a 30-day period, or within the mutually agreed upon time period, to 100% of the retailers using third party processors or driving their own terminals.</p> |
| <p>Card Issuance</p> | <p>The EBT Contractor shall mail cards the same day if a card issuance request is received by 12:00 pm (noon) Pacific Time</p> <p>The EBT Contractor shall mail cards no later than the next business day, if a card issuance request is received after 12:00 pm (noon) Pacific Time.</p> | <p>Failure to mail cards in accordance with contractual requirements 99% of the time measured on a monthly basis (Calendar Month).</p> |
| <p>Project Status Reporting</p> | <p>1. The Status Report required for the Design, Development and Conversion phases will be provided to the DSS on Friday of each week.</p> <p>2. The regular Operations Status reports will be provided twice a month to the EBT Coordinator on the dates established between the EBT Contractor and the EBT Programs.</p> | <p>Failure to deliver status reports to the EBT Coordinator within the required timeframe, unless, advance approval is granted by the Nevada Project Management Programs.</p> |
| <p>User Profiles</p> | <p>The EBT Contractor shall create accounts for newly authorized EBT Coordinator employees and change a user profile within three (3) business days of receipt of a request by the EBT Coordinator.</p> | <p>Failure to set-up newly authorized EBT Coordinator employees and change user profiles within three business days, 98% of the time measured on a monthly basis (Calendar Month).</p> |
| <p>Response to Enhancement/ Change Requests</p> | <p>The EBT Contractor shall respond to Enhancement and Change Requests no later than two weeks after receiving the request with the estimated hours and timeframe to complete the Enhancement and/or Change Request.</p> <p>Low priority Enhancements/Changes will be initiated by the EBT Contractor within one hundred eighty (180) calendar days of written approval by the EBT Coordinator.</p> <p>Medium priority Enhancements/Changes will be initiated by the EBT Contractor within sixty (60)</p> | <p>Failure to provide a response to any Enhancement and/or Change request within the promised timeframe on a monthly basis (Calendar Month).</p> <p>Failure to initiate a low priority request within one-hundred eighty (180) calendar days of written approval by the EBT Coordinator.</p> <p>Failure to initiate a medium priority request within 60 calendar days of written approval by the EBT Coordinator.</p> |

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| | <p>calendar days of written approval by the EBT Coordinator.</p> <p>High priority Enhancements/Changes will be initiated by the EBT Contractor within thirty (30) calendar days of written approval by the EBT Coordinator.</p> | <p>Failure to initiate a high priority request within 30 calendar days of written approval by the EBT Coordinator.</p> |
| <p>Conversion to a Subsequent Contractor After Completion of the Contract Established Through This Acquisition</p> | <p>The Incumbent Contractor shall cooperate with the EBT Coordinator, its designees, or a different Contractor during conversion to a Replacement/New Contractor.</p> | <p>Failure to provide information requested by the EBT Coordinator, its designees or a different Contractor, that impairs in any way the transition of the provision of EBT-related services to a different Contractor.</p> |
| <p>ALERT</p> | <p>The EBT Contractor shall provide the SNAP ALERT file to FNS daily.</p> <p>The EBT Contractor shall correct data, as required, within one month of the Nevada EBT Coordinator request to correct data in the ALERT file.</p> | <p>Failure to provide the ALERT file within 2 business days .</p> <p>Failure to correct data within one month of receipt of a request by the EBT Coordinator.</p> |
| <p>Adhoc reporting and Technical support request</p> | <p>The EBT Contractor will be available to provide technical and program support via telephone, videoconferencing, and email and respond within 24 hours of the request or within 7 days of the request in person as needed as well as on an emergency basis.</p> | <p>Failure to provide timely responses.</p> |

Remedies for non-compliance of Performance Standards

Performance deficiencies in any of the above listed performance standards shall be subject to remedy through hold back provisions. The remedies set forth do not preclude the use of any other remedy provided by the Contract or applicable law; however, the EBT Coordinator agrees to invoke the hold back remedies as its first avenue in seeking to resolve performance deficiencies. The EBT Coordinator's election not to invoke hold back remedies in any instance of performance deficiency shall not be deemed to be a waiver of the EBT Coordinator's right to invoke the hold back remedies in any other instance.

The EBT Coordinator will notify the EBT Contractor of the first incident of failure to meet one or more of the defined performance standards and will then invoke hold back remedies.

It may be necessary for the EBT Contractor to immediately correct a deficiency through a remedial change. For any deficiencies not immediately corrected, the EBT Coordinator will request a corrective action plan. The EBT Coordinator will set a date for submission of the plan. If the EBT Coordinator does not receive the plan by the due date and no extension has been granted, the EBT Coordinator may invoke hold back remedies per the schedule set forth in this section.

If the EBT Coordinator receives the plan by the due date, it will work with the EBT Contractor to achieve a mutually agreed upon final corrective action plan and schedule. The EBT Coordinator may invoke hold back remedies if the EBT Contractor does not meet the schedule and no extension has been granted.

The EBT Coordinator will notify the EBT Contractor when it is satisfied that the problem has been corrected. If the EBT Coordinator determines that, after the expiration of the schedule established in the corrective action plan, the incident has occurred again (second incident), the EBT Coordinator may invoke hold back remedies until such time as the failure is remedied.

If the EBT Coordinator receives the plan by the due date, it will work with the EBT Contractor to achieve a mutually agreed upon final corrective action plan and schedule. The EBT Coordinator may invoke hold back remedies if the EBT Contractor does not meet the schedule, and no extension has been granted.

The following are the hold back schedules to delay payments to the EBT Contractor:

- After the second consecutive month of deficiency the EBT Coordinator may delay payment of thirty percent (30%) of total payments owed to the EBT Contractor by the EBT Coordinator.
- In the third and additional consecutive months the EBT Coordinator may delay payment of forty-five percent (45%) of total payments owed to EBT Contractor by the EBT Coordinator.
- Payments may be delayed until the EBT Coordinator is reasonably assured that the Contractor has fully complied with the performance standards. Upon such assurance, the EBT Coordinator shall promptly pay the EBT Contractor all outstanding payment amounts previously delayed.

Remedies for Conversion Delays

A timely, successful, and problem-free transition from the incumbent Contractor to a new Contractor is considered critical to EBT. Because of the importance of the conversion, two deliverables are considered critical: 1) the Project Work Plan and 2) the conversion of the EBT database to the new Contractor's EBT system. For those delays directly attributed to the fault of the new Contractor, a remedy of \$15,000 per day will be imposed for each day of delay beyond the required timeframe in the Project Work Plan and the agreed upon date for the database conversion. In addition, if conversion delays result in the failure of the new Contractor to convert on or before the start of operations date in the new Contract, the EBT Coordinator will have to extend the current Contract of the existing Contractor until a successful conversion can be achieved. The new Contractor will be responsible for all costs associated with the Contract extension from the previous Contractor and any other costs resulting from the delay.