

Attachment 2 - Statement of Work

1. Purpose

Contractor shall implement and perform the operational processes and the Services (as defined in Article 1 of **Attachment 10 – Master Services Agreement**) described in this Attachment 2 -- Statement of Work.

2. Responsibilities and Requirements of Selected Contractor

The primary responsibilities and requirements of the selected Contractor are identified below.

- i. Contractor and its agents, staff and employees working on the USAC account shall be located within the United States.
- ii. Contractor shall operate its business process outsourcing (“BPO”) center in accordance with all federal and state laws and regulations, to include compliance with any accessibility-related requirements ([508 compliance](#)) and with 18 U.S. Code § 2511 and other similar state wiretapping laws.
- iii. Contractor shall provide a turn-key, full service operation to include, but not limited to: facilities, equipment, telephony and internet connectivity staff, and training, setup, testing, and reporting. USAC will provide system access for the manual review processing.
- iv. Contractor shall forecast demand and keep strong workforce management principles to maintain adequate staffing and meet performance standards described in the RFP. Contractor shall regularly evaluate the number of reviewers and supervisors, and the staff schedules in order to ensure maximum coverage and efficiency.
- v. Contractor and its staff may utilize a staffing model of a remote and/or onsite staff.
- vi. Contractor shall provide services from 9 am – 9 pm ET, Monday – Sunday ("Business Hours") excluding three major holidays.
- vii. For escalation purposes, a supervisor shall also be always available during business hours.
- viii. Contractor shall provide staff to support English and Spanish documentation reviews.
- ix. Contractor shall provide staff to support an escalated queue for documents identified as suspicious. This staff should be able to perform investigative research, identify trends, and deny fraudulent documents. This staff should also be able to timely report trends to USAC and other USAC contractors as appropriate.
- x. Contractor shall be responsible for all work performed by its subcontractors.
- xi. Contractor shall work collaboratively with both USAC and other USAC contractors as needed to support and provide input into the design of workflows, portals, customer relationship management interfaces (“CRM”) and any technical component directly impacting the efficiency of the BPO services (“BPO Services”).
- xii. Contractor shall provide the services that are used to determine eligibility for the Lifeline Program (“Lifeline”) and the Affordable Connectivity Program (“ACP”) which includes but is not limited to:

1. Conducting manual reviews of submitted application materials including but not limited to:
 - a. Reviewing identity documentation (e.g., driver's license, passport) to verify applicant identity.
 - b. Reviewing address documentation (e.g., driver's license, utility bill, Independent Economic Household ("IEH") form) to verify applicant household address.
 - c. Reviewing eligibility documentation (e.g., Supplemental Nutrition Assistance Program ("SNAP") enrollment letter, Medicaid card, School Lunch Assistance documents, etc.) to verify applicant eligibility for Lifeline and/or ACP.
 - d. Reviewing tribal identification, address, and eligibility documentation when enhanced tribal subsidy requested.
 - e. Reviewing certification and recertification forms to confirm completeness and accuracy.
 - f. Review all documentation for potential fraudulent activity and trends.
2. In coordination with USAC resolve questions about and provide status updates on various eligibility determinations.
3. Escalate issues to USAC as appropriate.
4. Timely communicating to USAC any National Verifier system process issues that impede productivity and collaborating with USAC and USAC's system integrator/USAC information technology ("IT") staff on solutions, including testing the solution or providing feedback on solution design.
5. In coordination with USAC or USAC's system integrator, maintain an up-to-date log and review procedures of acceptable eligibility documents for all National Verifier states based on documentation provided by USAC and hosted in the USAC's systems solution and refreshed on an ongoing basis as National Verifier states and USAC requirements change for Lifeline and ACP.
6. Contractor shall evaluate no less than weekly whether it has sufficient staff to ensure maximum coverage, efficiency, and adherence to CSLAs (as defined in Attachment 1).
7. Proactively reporting unusual trends or concerns (including potentially fraudulent behavior) to USAC.

3. Volume Expectations and Statistical Information

Lifeline and ACP have demonstrated continual growth since the launch of ACP. Attachment 6 represents USAC's historic and current projected demand across services. However, as consumer behavior is uncertain, Contractor must provide tiered pricing in **Attachment 1** to cover potential for variances in actual volumes.

- Forecasted volumes determined by current operational volumes and historic trends.
- Note: all volumes and expected timelines are projections only and USAC has the right to revise assumptions at its sole discretion (e.g., based on any new information USAC may

become aware of) and without requiring a Change Order (as defined in Article 1 of **Attachment 10 – Master Services Agreement**) from Contractor.

4. Performance Standards

Contractor must perform to a high standard and deliver work of consistently high quality. In order to ensure that Contractor meets USAC's requirements, USAC intends to measure Contractor's performance against a variety of Service Level Agreements ("SLAs"). The minimum SLA requirements are listed in **Attachment 5**.

The primary performance standards of Contractor are identified below.

- i. Contractor shall present itself to all customers as USAC, not as a third-party contractor.
- ii. Contractor's role shall not be apparent. Only USAC names and logos will be permitted on information distributed, except at the direction of USAC.
- iii. Contractor shall establish, and agree upon with USAC, performance standards (CSLA's) for services that must be maintained in order to provide acceptable customer service and satisfy the scope of work under the contract. The standards will be calculated monthly, but USAC may require reports daily or multiple times daily, as well as weekly and monthly reports.
- iv. USAC shall notify Contractor if any performance standards are not met; and USAC may, if necessary, direct Contractor to submit a revised monthly invoice reflecting liquidated damages.
- v. Contractor shall provide a corrective action plan upon receiving a deficiency notice from USAC when performance falls below agreed targets

5. Quality Control

The primary quality control and assurance standards that apply to Contractor are identified below.

- i. Contractor line supervisors and quality control staff shall be required to conduct quality control measures, including monitoring operational day-to-day service delivery, monitoring performance, escalating problems for resolution, and maintaining technical support relationships.
- ii. Contractor shall provide the following quality control standards:
 1. Provide a point of contact for weekly meetings on reporting management.
 2. Support audit requirements requested by USAC.
 3. Provide audit remediation research and resolution and other related support as required.
 4. Identify problems that may arise and propose solutions.
 5. Monitor and manage efforts to remedy a failure of performance.
- iii. Quality audits shall meet or exceed criteria set by USAC and provided to Contractor.
- iv. Contractor will provide continuous quality assurance and quality improvement through:

1. Identification and application of best practices from other operations it runs.
 2. Implementation of concrete programs, practices, and measures designed at a minimum to ensure that the Services are performed in accordance with the agreement and to improve Service levels.
- v. Contractor shall develop and implement a Quality Assurance Surveillance Plan ("QASP") to be mutually agreed on by USAC at contract signing, to be revised as requested by USAC. The QASP shall include metrics and performance standards that measure the quality of Contractor's performance and compliance with Contract (as defined in the RFP) requirements.

6. Transition Plan

Contractor must include in its proposal a comprehensive plan to transition operations of BPO Services from another vendor, including but not limited to the following topics:

- i. Identification of facility location(s):
 1. System security and security aspects related to a safe environment for staff.
 2. Statement on Auditing Standards No. 70 ("SAS70") facility audit requirements; audit results must be provided to USAC.
 3. Transfer and organization of process documentation.
 4. Staff training.
- ii. Risk analysis and proposed solution(s) and / or mitigation strategy(ies), including an assessment for the transition.
- iii. Staffing.
- iv. Hardware and software tools, including platforms utilized.
- v. End-to-end performance testing (test period to begin during the transition period), which shall assess the complete business process including, at a minimum:
 1. Testing with existing system applications and services as appropriate.
 2. Validating of system set-up for transactions and user access.
 3. Confirming use of system in performing business processes.
 4. Verifying performance of business critical functions.
 5. Confirming integrity of business process, data, services security, and end product.
 6. Verifying all requirements of the RFP have been met.
 7. Identifying performance speed.
 8. Identifying error and/or failure rate(s).
- vi. If it is determined that the scheduled end-to-end performance test period does not allow for all business processes to be tested, then Contractor will, at no charge to USAC, provide resources necessary to correct problems of the system and services for an additional period, until the system is free from performance problems and meets all specifications as defined in the Contract. If performance problems or specification problems continue, liquidated damages may be assessed.
- vii. Contractor will also be required to provide a ramp down plan for the end of the Contract Term. This plan shall document and demonstrate how the services and operations provided to USAC by Contractor will be transferred to USAC or to another vendor, if USAC chooses not to renew the relationship with Contractor. The plan shall include, but not be limited to, knowledge transfer, training, and technical support for the handover.

7. Training

- i. All training costs, except those specifically identified as otherwise, are the responsibility of Contractor. USAC will not accept any separate invoicing for training and/or associated expenses.
- ii. As relevant, USAC may reasonably require that external stakeholders participate in trainings with Contractor, including by serving as trainers, providing feedback, and providing input into required material. These internal and external stakeholders may include:
 1. Service providers
 2. Consumer groups
 3. State and federal agencies, and Tribal governments
 4. Other external stakeholders as deemed necessary by USAC
- iii. USAC will support initial training up to two weeks onsite, including resources and support. This training will start at the beginning of the onboarding period unless otherwise determined by mutual agreement of USAC and Contractor.
 1. Train-the-trainer sessions, as required, will run concurrently during this period of time.
- iv. As required, additional training will be provided by USAC. Examples of when additional training might be required include:
 1. If the rules of Lifeline or ACP change for any reason.
 2. If the addition of new states and federal sources to the NV requires further training by or with USAC and / or other internal or external stakeholders.
 3. If a one-time event occurs that requires special training to handle properly.
- v. Contractor's supervisors / trainers shall work with USAC staff to review Contractor-created training manual.
- vi. USAC shall support refresher and updated training each year. Each annual refresher training will last up to three (3) weeks and consist of policy, procedure and product knowledge, systems training, and any additional required information.
 1. Subsequent to each annual refresher training by USAC, ongoing training for new staff will be the responsibility of Contractor.
- vii. Contractor shall train and manage staff assigned to the contact center as follows:
 1. Develop, conduct and maintain a comprehensive and continuous training program providing trainers and staff with the appropriate knowledge and current information to perform services required by USAC.
 2. Ensure that all staff are trained on and in compliance with all applicable FCC rules, USAC policies, procedures, and operations (inclusive of Lifeline/ACP and the National Verifier), and other applicable federal and state laws.
 3. Develop and update training manuals and training records for USAC review and approval.
 4. Implement a procedure for ongoing refresher training, updated for retraining of information as needed.
 5. Have a dedicated trainer to conduct training that will be monitored by USAC.
 6. Conduct Security, Safety and Conduct training that will include, but not be limited to:

- a. Compliance training, to include accessibility / 508 compliance, privacy and information security
 - b. Sensitivity awareness
 - c. Adhere to confidentiality policies and procedures
 - d. Data and security training
- 7. Program rules training that would include, but not be limited to, Lifeline/ACP program rules, to include program eligibility criteria.
- viii. USAC shall update the supervisors/trainers on an as-needed basis with respect to policy updates. USAC may also support provision of current reference materials and updates as needed.
- ix. Any training of Contractor supervisors/trainers required for new projects or new subject matter throughout the term of the contract shall be at the cost and responsibility of USAC.
- x. Whenever new projects are introduced, USAC and Contractor supervisors/trainers shall evaluate the quality standards and time required to train staff.
- xi. Training can be formal in a classroom setting, virtual training, or on-the-job training as mutually agreed to by USAC and Contractor.
- xii. Training requirements may consist of the following as determined by USAC:
 - 1. Introduction to the material
 - 2. Product familiarity (including program rules)
 - 3. Productions and quality measurement criteria
 - 4. Oral and/or written quizzes
 - 5. Review

8. Deliverables and Reporting Requirements

- i. The following minimum Contractor deliverables and duties will be identified in the executed contract:
 - 1. Contractor shall provide leadership staff to participate in meetings via conference call with USAC staff, to be held as required, in order to discuss business trends, issues, or any other pertinent information.
 - 2. Contractor shall be capable of generating customized reports which will be used by USAC leadership to assess performance of processes,
 - a. Contractor shall generate reports as required by USAC, whether on a regular or one-time basis.
 - b. Contractor's reporting software must have real-time access to all the system's data.
 - 3. Contractor shall also provide USAC access to transaction and performance data at USAC's discretion in an open, standard format, such that USAC can perform its own data analytics.
 - 4. Reports shall include at a minimum the SLAs and quality metrics in **Attachment 5** and the following:
 - a. Performance reports – system up / downtime, monthly turnover rate, average time in queue, average handle time, number of reviews handled per hour, number of staff on duty daily,
 - b. Ad hoc reports that may be required by USAC or the FCC.