



**Office of Children
and Family Services**

**Human Services
Call Center**

KATHY HOCHUL

Governor

SHEILA J. POOLE

Commissioner

Service Level Agreement

Agency agreement between

NYS Office of Children and Family Services

Human Services Call Center

and

Office of Cannabis Mangement

Version 1.0

9/10/21

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1.1 Overview and Purpose

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Office of Children & Family Services Human Services Call Center (OCFS-HSCC) and Office of Cannabis Management for the provisioning of call handling services required to support and sustain certain identified and agreed upon CUSTOMER AGENCY lines of business.

This Agreement outlines the parameters of all services covered as they are mutually understood by the OCFS-HSCC and CUSTOMER AGENCY. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

The **purpose** of this Agreement is to provide consistent service support and delivery to the Customer(s) of CUSTOMER AGENCY by OCFS-HSCC.

The **objectives** of this Agreement are to:

- Establish service ownership, accountability, roles and/or responsibilities.
- Provide a description of service provision to the migrating agency.

This Agreement is aligned with the goals and objectives of the statewide Call Center Consolidation project, which is led by the office of Information Technology Services.

1.2 Stakeholders

The following agencies will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Host Agency(s): NYS Office of Children and Family Services HSCC

Migrating Agency(s): Office of Cannabis Management

1.3 Periodic Review Stabilization & Termination

This Agreement is valid from January 1, 2022 until December 31, 2022. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

After the agency migration, there is a six month stabilization period, after which OCFS-HSCC will achieve the SLA targets stated in section 1.5 Target Metrics. CUSTOMER AGENCY and OCFS-HSCC shall schedule a meeting to take place as soon as practicable following the completion of this 90-day stabilization period. This meeting shall be convened to discuss any previously unforeseen call metric increase, decrease, volatility or other issues that have arisen within the stabilization period and to create, jointly between CUSTOMER AGENCY and OCFS-HSCC, a plan to address any such issues, should they exist.

If there are unforeseen increases in the call volumes following the initial six month stabilization period, OCFS-HSCC and CUSTOMER AGENCY will meet to develop action items and recommendations to manage the increased activity, and where necessary, amend this Agreement accordingly. This Agreement may be amended or terminated as required only by mutual written agreement. OCFS shall, as needed, inform the Division of the Budget, which is responsible for fiscal oversight of the state-wide call centers. The document owners will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

1.3.1 Dispute Resolution

OCFS-HSCC and CUSTOMER AGENCY shall, in good faith and in a timely manner, attempt to resolve all disputes arising under this agreement. OCFS-HSCC and CUSTOMER AGENCY agree to use the following procedures, should a dispute arise concerning their rights and responsibilities under this agreement:

1. The OCFS-HSCC and CUSTOMER AGENCY each shall designate a representative to address the resolution of any disputes that may arise under this agreement.
2. A designated OCFS-HSCC Representative and a designated CUSTOMER AGENCY Representative shall be given the first opportunity to resolve the dispute;
3. If either the OCFS-HSCC or the CUSTOMER AGENCY representative believe they are unable to resolve the dispute within 30 days, they will refer the dispute, in writing, to successively higher levels of management, as appropriate, of both parties;
4. If the preceding step does not lead to a mutually agreeable resolution, designees from each agency will escalate the dispute to their respective Agency Heads for final resolution.

1.4 Service Agreement

The following service parameters are the responsibility of OCFS-HSCC and CUSTOMER AGENCY

1.4.1 Scope

Level 1 Call Handling, defined as basic informational or referral calls where the needs of the caller can be met using information that is readily available to and easily interpreted by OCFS-HSCC staff. This includes calls that require access to CUSTOMER AGENCY databases/applications to the extent that the parties are able to agree on an IT solution to provide the access

- Managing Interactive Voice Response system (IVR and recorded messages)
- Handling inbound calls
- Other services (e.g., responding to inbound email inquiries, sending outbound communications, developing self service capabilities etc. as needed) additional services or channels of communication are to be agreed upon between OCFS-HSCC and CUSTOMER AGENCY to be handled through an amendment and subject to change.
- Associated after call work
- Transfer of agreed upon level 2 calls to CUSTOMER AGENCY or agreed upon destination.
- Participating in monthly conference calls to discuss call center reports and common concerns.
- Mailing attestation forms (not to exceed 250 mailings per month)

1.4.2 CUSTOMER AGENCY Responsibilities

CUSTOMER AGENCY responsibilities under this Agreement:

- Payment to the Host Agency for all support costs, as defined in Section 1.7 of this Agreement, will be on a quarterly basis, starting from the commencement date of this Agreement.
- Notifying OCFS-HSCC as soon as practicable about any expected spikes in the call volume or changes to types of calls anticipated.
- At no cost to OCFS-HSCC, providing relevant knowledge base material.
- Providing OCFS-HSCC access to relevant CUSTOMER AGENCY systems as necessary to

- handle Level 1 Calls.
- Providing subject matter expertise during consolidation and agent training and continuing support thereafter as agreed to by the Parties.
 - Subject Matter Experts (SME) tasked with aiding agent training shall be subject to non-disclosure policies and agency work rules of OCFS-HSCC for the duration of time that they provide training services.
 - To provide SMEs for ongoing assessment and assistance as required for program implementation.

1.4.3 OCFS-HSCC Responsibilities.

OCFS-HSCC responsibilities under this Agreement:

- Sharing information with CUSTOMER AGENCY about call trends, patterns, emerging issues and other relevant matters.
- Operating the Call Center from 8:00 AM to 5:00 PM, Monday through Friday, with the exception of unplanned downtime and scheduled maintenance. OCFS-HSCC will provide notification to CUSTOMER AGENCY of unplanned downtime within two hours of the event occurrence. Updates will be provided to the CUSTOMER AGENCY as they become available. If the need arises for additional services to be provided outside of the above normal hours of operation, payment for the same will be agreed upon in writing by OCFS-HSCC and CUSTOMER AGENCY prior to the service being rendered.
- Creating a disaster recovery plan in case of natural disaster or emergency.
- Providing CUSTOMER AGENCY with monthly reports on Call Center metrics, including Service Level, IVR Tracking, Call Transfer Rate, Abandon Rate, Occupancy Rate, and Total Call Volumes. Based on the business requirements and through mutual agreement of both parties, there may be more or less reporting and analysis of the Call Center metrics. Monthly reports will be sent to CUSTOMER AGENCY.
- Appropriate notification to CUSTOMER AGENCY of all scheduled maintenance.
- Assign only NYS employees (that is, no employees of contractors) to staff all responsibilities of OCFS-HSCC under this Agreement.

1.4.4 Confidentiality and Non-Disclosure

- As part of this agreement, OCFS-HSCC may be provided with access to confidential information that may include but is not limited to personal, private or sensitive information (such as social security numbers or home addresses), information pertaining to an individual's medical condition, and information specifically identified as trade secret or commercially sensitive.
- All information provided by CUSTOMER AGENCY to OCFS-HSCC pursuant to this agreement shall be considered confidential and subject to all applicable laws, rules and regulations regarding the limitation on the disclosure of confidential information. This information shall not be disclosed unless authorized by law, court order, rule or regulation.
- OCFS-HSCC will safeguard all confidential information it receives in connection with this Agreement. Procedures for access and transmission of data between CUSTOMER AGENCY and OCFS-HSCC systems will be subject to the review and approval of the Information Security Officers of both parties. OCFS-HSCC will remind its employees of their responsibilities with respect to confidential data received in the course of performing their duties. As appropriate, OCFS-HSCC employees will be required to sign a statement that signifies that they have read and accepted the guidelines for CUSTOMER AGENCY information security prior to obtaining access to such confidential information.
- OCFS-HSCC shall immediately inform CUSTOMER AGENCY in writing upon receipt of any

legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests, electronic discovery, litigation holds, and discovery searches) for access to confidential information that is not otherwise authorized under this SLA, and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. OCFS-HSCC will keep CUSTOMER AGENCY's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by CUSTOMER AGENCY. The notification shall be directed to:

Richard Zahnleuter
General Counsel, Office of Cannabis Management
 1220 Washington Ave, Buliding 9, 4th Floor
 Albany, NY 12226
 XXXXX XXX-XXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

1.5 Target Metrics

Commitment	Key Metric	Category	Reporting Frequency	Target
Answer all calls within 300 secs	% of calls answered within 300 seconds	<u>Efficiency</u>	<u>Daily</u>	<u>85%</u>
<u>High System Availability</u>	<u>Call Center</u> downtime not to exceed 5% of total available time	Availability	Weekly	95.00%
Agent Availability	% of calls reach an agent or are resolved through the IVR	Availability	Daily	>95%
Erroneously Transferred Calls	0% to 5% of level 1 calls are improperly transferred to level 2 agents	Quality	Weekly	1%
Agent Quality of Service	Random weekly sampling of 2 calls per agent have an average of 90% score	Quality	Weekly	8

1.6 Quality Assurance

OCFS-HSCC will conduct quality checks on recorded calls for each agent within the Call Center in order to verify that high quality customer service standards are being delivered and upheld. Call recordings will additionally be used to supplement training for the call center agents. Aggregated results of these quality checks will be shared with the CUSTOMER AGENCY as part of OCFS-HSCC's monthly reporting responsibility. OCFS-HSCC shall maintain these recording for no longer than 30 days unless OCFS-HSCC

and CUSTOMER AGENCY agree in writing that OCFS-HSCC shall maintain these recordings for a shorter or longer period of time.

1.7 Reimbursement of Costs

- Call Center support costs include, but are not limited to: personal service cost (call processing activities, training, etc.); and non-personal service costs (supplies, materials, licenses, language interpretation services as required by Executive Order 26, etc.).
- OCFS-HSCC will provide a quarterly invoice which will include all relevant personal service and non-personal service costs. This invoice will be issued to CUSTOMER AGENCY within 30 days of the fiscal quarter-end with payment made by CUSTOMER AGENCY within 30 days of the invoice date.
- Additional costs for services outside the scope of this SLA will be the responsibility of CUSTOMER AGENCY. Services include those initiated at the request of CUSTOMER AGENCY and/or additional services imposed on CUSTOMER AGENCY by Executive mandate.
- The cost projections include fringe and indirect charges where applicable. Fringe charges, if applicable, may be billed directly to CUSTOMER AGENCY by the State Comptroller, or indirectly, through the OCFS-HSCC, per Division of the Budget directive. Indirect charges, if applicable, will be billed directly to CUSTOMER AGENCY by pertinent State agencies (e.g., Department of Civil Service, the Division of the Budget, etc.) or indirectly, through the OCFS-HSCC per Division of the Budget directive. However, factors such as salary and wage increases from collective bargaining agreements, increased call volumes, staff turnover (requiring additional training resources), required equipment or software upgrades, the provision of additional services, etc., may increase CUSTOMER AGENCY call center costs above this amount. In such instances where actual approved costs for CUSTOMER AGENCY call center activities exceed the amounts stated in the cost projections, OCFS-HSCC and CUSTOMER AGENCY will conduct a review of CUSTOMER AGENCY call center costs and take appropriate action(s), mutually agreed upon by both parties, to address the increased costs.

1.8 Appendix

1.8.1 Contact Information

CUSTOMER AGENCY:

Amanda Wilson, Director of Administration

XXXXXXXXXXXXXXXXXXXXX Phone XXX XXX-XXXX

Richard Zahnueter, General Counsel

XXXXXXXXXXXXXXXXXXXXX Phone XXX XXX-XXXX

OCFS-HSCC:

Kathryn Shelton, Associate Commissioner:

XXXXXXXXXXXXXXXXXXXXX Phone: XXX XXX-XXXX

Mike Clough, Call Center Director:

XXXXXXXXXXXXXXXXXXXXX Phone: XXX XXX-XXXX

Diane Warner, Call Center Assistant Director:

XXXXXXXXXXXXXXXXXXXXX Phone: XXX XXX-XXXX

1.8.2 Definitions

Term	Acronym	Definition
Abandon Rate	Abon Rt	The measurement of all calls that get connected to the call center but are disconnected by the caller before reaching an agent.
After Call Work Time	ACW	The time spent on call-related work immediately following the call.
Average Handle Time	AHT	The average duration of one transaction, typically measured from the customer's initiation of the call and including any hold time, talk time, and related tasks following the transaction.
Average Talk Time	ATT	The average duration of time that the customer is connected to an agent, not including hold time.
Agent Occupancy	AGT OCC	Occupancy is determined by taking the time that an agent is in his seat ready to answer calls as compared to the total number of hours he is at work.
Calls Transferred	Transfrd	Calls transferred from the agent who initially interacts with the caller to a level 2 agent, supervisor, or manager.
Customer Relations Management	CRM	Software to manage the Information and referral calls
Hold Time	Hold	The time that the caller spends on hold while the agent works on locating the information needed to answer the inquiry.
Knowledge Base		The repository of intellectual capital used by call center staff to capture/ use content essential for responding to customer inquiries.
Level 1 Call	L1 Call	Typically refers to the basic or general information type of calls received by agency call centers. They can include, but are not limited to, questions about the address or telephone number of agency offices or facilities; dates or information about statewide events or special initiatives that have been publicized; requests for forms or informational materials; directory assistance; inquiries about the status of the request/complaint and any other type of general information and/or referral requests. In some instances, these calls might include more complicated inquiries that involve accessing agency software applications/systems, or responding to inquiries about past applications. The specific scope of the Level 1 calls will vary for each agency and will be agreed upon through discussions between the host and the

		migrating agencies.
Level 2 Call	L2 Call	Calls that require transfer back to the Customer Agency. The specific scope of the Level 2 calls will vary for each agency and will be agreed upon through discussions between the host and the migrating agencies.
Occupancy Rate	OCC RTE	The percentage of time agents spend handling calls (and after call work) compared with the total amount of time they are ready waiting for calls to arrive.
Overtime	OT	Service hours that are above and beyond the normal staff hours of operation.
Service Level	SL	A measurement of the percentage of incoming calls that an agent answers live in an established amount of time.
Governance Board		A Project Governance Board has been created by the senior executives of the anchor agencies and chaired by one of the anchor Commissioners. Members include representatives from each anchor agency, DOB, ITS, OGS, CS and GOER. The Governance Board provides a forum to make strategic decisions that impact all anchors and oversees the speed and quality of the implementations.

1.9 Signature

The services and terms set forth in this Service Level Agreement and the Attachments hereto are agreed to and accepted.

CUSTOMER AGENCY:

Signature

By:

Name

Title

Date

OCFS HSCC:

Signature

By:

Name

Title

Date