



**Service Level Agreement (“SLA”)
In support of the
Oregon Road Usage Charge Program (“OReGO”)**

Effective Date: 04/05/2022



Version

Version	Date	Description	Author
1.0	4/28/2014	DRAFT Service Level Agreement	ODOT
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1.2	10/17/2014	Revisions	ODOT
1.3	10/19/2015	Major revisions based on ODOT and Account Manager feedback after start of operations	ODOT
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Approval

(via email)



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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Contractor and the Oregon Department of Transportation (“ODOT”) or (“Agency”) for providing services required to support and sustain the OReGO Road Usage Charge Program.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Contractor and the Agency.

This Agreement outlines the parameters of services described below in 2. Goals and Objectives’ as they are mutually understood by the Agency and the Contractor. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

If the Contractor does not meet the Performance Metrics (PM) as described in this document, they can be assessed penalties as described in 7.3 and 7.4.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to ensure the Contractor provides consistent service, support, and delivery to the Road Usage Charge (“RUC”) Payers, as well as overall support for the program. This Agreement does not nullify the Contractor’s responsibilities to meet requirements as described in the System Requirements Specifications (“SRS”) or Program Requirements Document (“PRD”) (cross-referenced in the Verification Cross Reference Index [“VCRI”]) or any formats or specifications as described in the Interface Control Document (“ICD”).

The **goal** of this Agreement is to establish the levels of service to be measured between the Agency and the Contractor providing support for the program.

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

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the RUC Payer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Definitions

The following are definitions of frequently used terms:

- **Contractor** – The third party company responsible for providing necessary equipment and services for the RUC Program (RUCP) as part of a commercial market establishment. Contractor also provides customer service support and associated services to the RUC Payers in accordance with the specifications established in the SLA.



- **MRO** – Mileage Reporting Option. The MRO’s can collect a variety of required travel data, i.e. miles traveled, fuel consumed, and errors/events) to determine the appropriate road usage charge.
- **ODOT** – The Oregon Department of Transportation.
- **OReGO Program** – The OReGO program, a unit of ODOT, is the Oregon road usage charge volunteer program that was launched on July 1, 2015 and is still in operation.
- **Performance Metric** – A measurement of how the Contractor is performing its customer service function in support of the OReGO Program.
- **Road Usage Charge Administration System (RUCAS)** – ODOT’s internal system used by the OReGO program team to administer and manage the OReGO program.
- **RUC Payer** – The vehicle’s registered owner, who is responsible for paying RUC incurred while enrolled in the OReGO program.

4. Periodic Review

This Agreement is valid from the date of mutual acceptance upon which there is mutual agreement, and is valid until further notice. This Agreement should be reviewed at a minimum once per calendar year; however, in lieu of a review and agreement during any specified period, the current Agreement will remain in effect. Furthermore, the terms between the Contractor and the Agency in this SLA may be reviewed, modified, and amended, by mutual agreement, at any point over the duration of the contract.

The Agency is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Agency will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

5. Service Agreement

The following detailed service parameters are the responsibility of the Contractor in the ongoing support of this Agreement.

The following Services are covered by this Agreement:

- RUC Payer Service
- Timely and Accurate Reporting
- System Management
- Account and MRO Reporting Management
- Requirements Compliance

RUC Payer Service

5.1 Customer Service Activity

Description: The Contractor shall provide a service mechanism for RUC Payers, including: Tier 1 – In-Hours Call Services; Tier 2 – After-Hours Voice Messaging Services; and Email/Online Communications.

- ***Tier 1 – In-Hours Call Services:*** In Tier 1 service, incoming phone calls are answered by an available agent from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding Oregon state holidays or closures. A list of Oregon State holidays and building closures can be found at:

<https://www.oregon.gov/das/pages/buildingclosure.aspx>

If an automated message service is used during business hours, calls must be returned within two (2) business hours.

- ***Tier 2 – After-Hours Voice Messaging Services:*** In Tier 2 service, incoming phone calls are answered by an automated phone service where the RUC Payer can leave a recorded message.
- ***Email and Online Communications:*** The Contractor shall provide an email address or online submittal capability for RUC Payer issues with an immediate automated response so the RUC payer knows the inquiry was received.

Measurement: For Tier 1 service, the Contractor shall ensure the average wait time for 90% of the callers does not exceed one (1) minute. Wait time is defined as the time in queue before a representative picks up. The Contractor shall return phone messages from RUC Payers within two (2) business hours. For Tier 2 service, the Contractor shall return 100% of the phone messages from RUC Payers before the end of the next business day. For Email/Online Communications service, the Contractor shall respond to 100% of the RUC Payers' email and/or online communications before the end of the next business day.

In all cases, if further analysis is required to resolve the RUC Payer's inquiry, the Contractor shall contact the RUC Payer before the end of the next business day, and then provide weekly status updates on the issue to the RUC payer until either the issue is completely resolved or escalated to ODOT.

Reporting:

Report the following for each day of the month in the supplemental log:

- Number of calls received in-hours
- Average wait time for all calls received in-hours
- Number of abandoned calls in-hours with length of time caller waited before hanging up
- Number of phone messages received in-hours
- Number of phone messages received after-hours

- Number of email/online inquiries received

Report the following based on totals for the month in the SLA Report:

- Number of in-hour phone calls with an average wait time that exceeds one (1) minute and percentage of total.
- Number of after-hours phone messages not returned before the end of the next business day and percentage of total.
- Number of emails/online inquiries not returned before the end of the next business day and percentage of total.
- Number of in-hours phone messages not returned within two (2) business hours and percentage of total.

Points: Failure to comply with 5.1 metrics, as listed below, will result in an assessment of one (1) point each:

- Average wait time less than one (1) minute
- Tier 1 messages returned within two (2) business hours
- Tier 2 messages returned before end of next business day
- Email and online communication answered before end of next business day

5.2 Inquiry Types and Resolution

Description: The Contractor shall report inquiries received during the month, classifying by general type (detailed below). "Inquiry" encompasses all Tier 1, Tier 2, and email/online communications as well as those identified by contractor or agency during Task Three (3) execution.

Measurement: The Contractor shall resolve or escalate to ODOT 100% of issues within 15 business days. Resolution means solving the problem and communicating the final solution to the RUC payer. If issue is not resolved within 15 business days, it must be escalated to ODOT. For issues escalated to ODOT, the issue is not considered closed until (a) ODOT confirms that the issue is completely resolved and communicated to the RUC Payer or (b) ODOT recognizes the escalation from the contractor and resolution the Contractor proposes. Contractor shall confirm with ODOT that the issue is resolved and communicated to the RUC Payer.

Reporting: The Contractor shall report on the following types of issues:

- **Program Issues:** which include, but are not limited to, policy questions and general frequently asked questions.
- **New Customer issues:** which include, but are not limited to, questions about account setup, locating VINs, and completing applications. Examples include applicants needing extra help selecting the correct county and/or trim, gaining initial account access, navigating technology shipment issues, or addressing technology connectivity issues.

- **Reporting Issues:** which include, but are not limited to, questions about daily mileage summaries, out of state mileage calculations, and mileage and fuel discrepancies.
- **Billing Inquiries:** which include, but are not limited to, questions about refunds, invoices, and account statements.
- **Technical Support:** which include, but are not limited to, problems accessing the website, app, and accounts (after initial setup) as well as login issues, and other such issues.
- **Exit Issues:** Any requests or problems related to closing accounts and removing vehicles from accounts.
- **Other:** Any issues that must be resolved pertaining to RUC Payers and do not fit into the above categories.

Statuses:

- **In Work:** testing, monitoring, researching, troubleshooting, and waiting for response from RUC Payer.
- **Resolved:** resolution confirmed and implemented, no additional steps needed, outcome communicated to RUC Payer.
- **Closed:** no action was needed; inquiry opened in error, RUC Payer left program before resolution, etc.
- **Referred / Escalated to ODOT:** escalated to ODOT via email or other written communication.
- **Referred / Escalated to Other Source:** escalated to other source with details reported to ODOT in writing.

When escalating an issue to ODOT, the request needs to be in writing and include the following:

- RUC Payer Name
- Issue Type
- Contractor's Ticket Number/Identifier
- Date Opened
- Status
- Status Date
- Issue Description
- Reason Not Resolved within fifteen (15) days

Points: Failure to comply with 5.2 will result in an assessment of one (1) point.

Timely and Accurate Reporting

5.3 Reports

Description: The Contractor shall submit reports to the Agency via RUCAS in accordance with the PRD and SRS in this agreement. Each report shall be formatted in accordance with the specifications in the Agency’s ICD. ODOT shall respond to Contractor inquiries about any reports within one (1) business day of receipt of the inquiry.

The Contractor shall submit all reports in accordance with the Defined Reporting Period in the PRD. Depending on the type of report, the length of operations by the Contractor and Oregon statute, the reporting period may vary by Contractor and type of report. The reports are indicated below.

OAM	CAM
Errors and Events Report	Errors and Events Report
Mileage and RUC Revenue Report	Mileage and RUC Revenue Report
VIN Summary Report	VIN Summary Report
SLA Report*	SLA Report
SLA Supplemental Logs*	SLA Supplemental Logs
Debt Transfer Spreadsheet	
RUC Transfer Spreadsheet	
AD HOC Exiting Volunteer Ledgers*	

Measurement / Reporting: The measurement for this Performance Metric is the timely and accurate submission of the monthly reports. Monthly reports, except those marked with an asterisk (*) are to be submitted to RUCAS no later than the 5th of the following month (or the next business day). Those with an asterisk (*) are due on the 10th of the following month (or the next business day). ODOT will validate the accuracy and timeliness of the monthly reports.

Contractors who submit reports with errors will have three (3) business days following notification from the Agency to correct those errors and resubmit the reports in order to be compliant with the SLA (Section 6).

Points: Failure to comply with 5.4 metrics, as listed below, will result in an assessment of one (1) point each:

- Monthly VIN Summary Report, accurate and on time
- Monthly Errors and Events Report, accurate and on time
- Monthly Mileage and RUC Revenue Report, accurate and on time
- Timely SLA Report and Supplemental Logs
- Accurate SLA Report and Supplemental Logs
- (OAM Only) Debt transfer Spreadsheet, accurate and on time

- (OAM Only) RUC transfer Spreadsheet, accurate and on time
- (OAM Only) AD HOC Exiting Volunteer Ledgers

5.4 Quarterly Reports and Remittance

Description: The Contractor shall submit the formal tax reports to the Agency in accordance with the ICD in this agreement. Each report shall be formatted in accordance with the specifications in the Agency’s ICD as well as the Agency’s tax reporting system manual. ODOT shall respond to Contractor inquiries about any reports within one (1) business day of receipt of the inquiry. In addition the OAM shall also submit the Ledger of Taxes Due and Credits Owed.

The Contractor shall submit all quarterly reports as indicated below:

OAM	CAM
Formal Tax Report (Errors and Events Report, Mileage and RUC Revenue Report, VIN Summary Report)	Formal Tax Report (Errors and Events Report, Mileage and RUC Revenue Report, VIN Summary Report)
Ledger of Taxes Due and Credits Owed	
AD HOC Exiting Volunteer Ledger	

Measurement / Reporting: The measurement for this Performance Metric is the timely submission of the formal tax report(s) as well as timely submission of the tax remittance no later than the 20th of the month following the end of the quarter (or the next business day). ODOT will validate the accuracy and timeliness of the quarterly reports and payment advice. Contractor shall verify that the formal tax reports were successfully uploaded and filed in the Agency’s tax reporting system.

Points: Failure to comply with 5.5 metrics, as listed below, will result in an assessment of points as described below:

- Quarterly Formal Tax Report , accurate and on time – three (3) points (one (1) point for each report)
- (OAM only)OAM Balance Report, accurate and on time – one (1) point

System Management

5.5 System Uptime

Description: The Contractor's online service is expected to maintain reliable uptime to ensure that RUC Payers can review program information at times that are convenient for them. The Contractor shall schedule maintenance of the online service during times with minimal business impact (Pacific Time).

Measurement: The Contractor's online portal and related systems shall be available 99.9% of a 24/7 site over a month except scheduled maintenance. This is equivalent to less than one (1) hour of down time during any calendar month.

Reporting: The Contractor shall report the percentage of site availability for the subject month as well as the following details for any downtime:

- Date of downtime
- Amount of downtime, in minutes
- Whether the downtime was scheduled or resulted from an outage
- Description of the downtime
- Date of any related Incident Report - Contractor must file an Incident Report whenever there is unscheduled downtime

Points: Failure to comply with 5.6 will result in an assessment of one (1) point.

5.6 Change and Configuration Management

Description: The Contractor shall report system and configuration management changes. The Contractor shall maintain a record of events describing where it employed the certified change management process to effectively promote system changes that affect RUC Payers and/or ODOT requirements.

Measurement: The basis of the need for the change must be reported to ODOT upon discovery, per approved change management process (GBR.4). Implementation of related system changes must be reported to ODOT three (3) business days prior to release, except in emergencies. Emergencies, defined as system changes that impact collection of the mileage message, RUC revenue or account management operations, shall be agreed upon by both parties but if they occur after hours, the Contractor will notify the OReGO Program manager as soon as reasonably possible.

Reporting: For releases that occurred during the subject month, the Contractor must include the release date, the date the change was reported to ODOT, and a summary of the change.

Points: Failure to comply with 5.7 will result in an assessment of one (1) point.

Account and MRO Reporting Management

5.7 MRO Reporting

Description:

There are two main types of Mileage Reporting Options (MROs), each with subtypes:

- **Vehicle Technology (VT):** Technology that interfaces directly with the vehicle's onboard telematics system which provides the ability to obtain values like odometer readings and other vehicle-related information. Examples of vehicle technology include in-vehicle telematics or connection to the vehicle Onboard Diagnostics (OBD) port. The Vehicle Technology MRO has the following subtypes:
 - **Advanced:** Utilizes location-based technology to determine whether the vehicle is travelling on a tax-liable road. The advanced MRO must use appropriate geographic codes (defined in Appendix A) to differentiate vehicle travel data between taxable and non-taxable.
 - **Basic:** Does not utilize location-based technology and considers all miles traveled to be taxable.
- **Non-Vehicle Technology (NVT):** Technology that does not interface directly with the vehicle, but uses technical means of collecting miles and fuel consumed. An example of non-vehicle technology is a mobile device that can measure miles traveled by sensing vehicle motion and calculating distance traveled based on location coordinates and movement. The Non-Vehicle Technology MRO has the following subtypes:
 - **Advanced:** Utilizes location-based technology to determine whether the vehicle is travelling on a tax-liable road. The advanced MRO must use appropriate geographic codes to differentiate miles between taxable and non-taxable.
 - **Basic:** Does not utilize location-based technology and considers all miles traveled to be taxable.

The Contractor shall ensure that the MRO chosen by the RUC Payer is activated and efficiently and accurately reporting mileage, fuel consumption (if available), and if opted into by the RUC Payer, location information. The MRO must communicate to the Contractor within two (2) weeks after ODOT's approval of the RUC Payer application.

Tax liability begins on the day the MRO is installed or initiated for the purposes of collecting the road usage charge. Tax liability ends on the day the RUC Payer requests the Contractor, to discontinue the enrolled vehicle from the program.

Measurement: At least 97% of all activated MRO shall communicate to the Contractor at least once during the defined reporting period.



If MRO is not activated within two (2) weeks of Agency approval of RUC Payer application, the Contractor shall make contact with the RUC Payer on a weekly basis until the MRO is activated, or the vehicle is discontinued from the program per the Contractor’s internal process.

Reporting: The Contractor shall report:

Report	Data
Average delay for MRO initial communication to Contractor, for the current reporting period (in calendar days)	Monthly (Current month only) MRO
Number of MROs that previously reported data but were non-responsive for all days in the reporting month. The Contractor shall provide the following detail information in the supplemental log: <ul style="list-style-type: none"> • RUC Payer name • VIN • MRO option • MRO ID • Last report date • Reason for non-responsiveness (if known) • Follow up method(s), date(s), and notes 	Monthly (For SLA reporting monthly only)
Number of MROs where the status has changed. The Contractor shall provide the following detail information in the supplemental log: <ul style="list-style-type: none"> • RUC Payer name • MRO ID • Date of notification of status change • Old status • New status • Date of status change • Reason for change 	Monthly (For SLA reporting monthly only)

Points: Failure to comply with 5.7 metrics, as listed above, will result in an assessment of one (1) point each:

- Contractor contacts RUC Payers who have not activated their MRO within two (2) weeks of Agency approval of application
- Failure to report accurately upon SLA submission
- At least 100% of activated MROs are communicating to the Contractor once per month at a minimum

5.8 Account Closures

Description: The Contractor shall report all account closures during the program.

Measurement / Reporting: The Contractor shall provide detail about accounts that were closed during the reporting month. The Contractor shall also provide the following additional information:

- RUC Payer name
- Account number
- Date closure initiated
- Date closure finalized
- Last date invoiced
- Exit reason, if known

Points: Failure to comply with 5.8 will result in an assessment of one (1) point.

5.9 Vehicle Discontinuance

Description: The Contractor shall report on all vehicles discontinued during the program.

Measurement/Reporting: The Contractor shall provide detail about vehicles that were discontinued during the reporting month. The Contractor shall also provide the following additional information:

- RUC Payer name
- Account number
- VIN
- Date RUC Payer requested vehicle to be discontinued
- Date vehicle discontinued
- Last date invoiced
- Discontinue reason (i.e. sold vehicle)
- Vehicle replaced (yes/no/unknown).

Requirements

5.10 Requirements Compliance

Description: The Contractor shall remain compliant with all applicable contractual requirements after initial certification efforts are completed. This includes compliance with the Program Requirements Document (PRD), and the Interface Control Document (ICD), as referenced in the Verification Cross Reference Index (VCRI).

Measurement: The Contractor shall be compliant with all requirements at any given time. If a requirement is identified as non-compliant, whether by Contractor or Agency, the Contractor must submit an incident report to the Agency, using a template provided by the Agency. The requirement(s) must also be placed on the Contractor's punchlist until resolved and approved by the Agency.

Reporting: The Contractor shall verify the following:

- Number of non-compliant requirements on the Contractor's punchlist or Incident Report

For each requirement on the punchlist or Incident Report, the Contractor shall provide the following information:

- Requirement number
- Reason the requirement was placed on the punchlist
- Expected resolution method
- Expected resolution date

Penalties: See section 7.4

6 SLA Compliance Report

The Contractor shall send monthly SLA reports by the 10th calendar day of the month to report the status of meeting the previous month's Performance Metric ("PM"s) as described in this document. The Contractor shall provide a summary report using the agency provided forms along with supporting information that demonstrates compliance to each PM. SLA and supporting documents are to be sent with file naming conventions approved by ODOT.

Where it is necessary for the Contractor to provide a summary of a count of activity (i.e. number of emails received) OReGO Program reserves the right to audit a random sample of the activity to verify that the performance measure is met. This is in the SLA Compliance Report as described in the WOC Task Three (3) and Task Four (4).

If errors or non-compliance issues are found on the SLA Compliance Report, the Agency shall inform the Contractor and the Contractor shall have three (3) business days to submit a revised SLA Report. ODOT maintains the option to assess points based on the information in the revised SLA Report.

7 Conditions and Agency Points for Noncompliance

The Contractor shall comply with the criteria and the Agency will evaluate the Contractor's performance metrics established in this SLA. Partial compliance will be considered noncompliant. Assessment of points for noncompliance with PMs is structured to reward quick correction and sustained compliance over time. ODOT will assess points for Contractor noncompliance with PMs.

7.1 Point Values

Non-compliance with any of the below will result in assessment of one (1) PM point per item:

1. 5.1: Average wait time less than one (1) minute
2. 5.1: Tier 1 messages returned within two (2) business hours
3. 5.1: Tier 2 messages returned before end of next business day
4. 5.1: Email and Online communication answered before end of next business day
5. 5.2: Contractor fails to comply with Inquiry Type and Resolution standards
6. 5.3: Untimely and/or inaccurate submission of monthly Errors and Events report
7. 5.3: Untimely and/or inaccurate submission of monthly VIN Summary report
8. 5.3: Untimely and /or inaccurate submission of monthly Mileage and RUC Revenue report
9. 5.3: Untimely and/or inaccurate submission of monthly RUC Transfer (OAM only)
10. 5.3: Untimely and/or inaccurate submission of monthly Debt Transfer (OAM only)
11. 5.3: Timely submission of SLA Report and Supplemental Logs
12. 5.3: Accurate and complete SLA Report and Supplemental Logs
13. 5.4: Untimely and/or inaccurate submission of quarterly formal tax report – Errors and Events Report section
14. 5.4: Untimely and/or inaccurate submission of quarterly formal tax report – Mileage and RUC Revenue Report section
15. 5.4: Untimely and/or inaccurate submission of quarterly formal tax report – VIN Summary Report section
16. 5.4: Untimely and/or inaccurate submission of Ledger of Taxes Due and Credits Owed (OAM only)
17. 5.5: System uptime less than 99.9%
18. 5.6: Untimely and/or inaccurate submission of Change and Configuration Report
19. 5.7: MRO Reporting – MRO is not reporting, and Contractor does NOT contact RUC Payer
20. 5.7: MRO Reporting – Less than 99% of MROs are reporting at least once every 45 days
21. 5.8: Account closures – Less than 100% of account closures reported during the previous month
22. 5.9: Vehicle Discontinuances - Less than 100% of vehicle discontinuances reported during the previous month
23. 5.10: Requirements Compliance – Less than 100% compliance with requirements in VCRI, PRD and SRS

Quarterly SLA Reports

Quarterly reports and the time frames they cover are as follows:

- Q1 is January through March, reported in April;
- Q2 is April through June, reported in July;
- Q3 is July through September, reported in October; and
- Q4 is October through December, reported in January.

Points shall not affect any other rights and remedies that Agency may have under this Agreement.

7.2 Waivers

The Agency reserves the right to assign waivers for any areas of noncompliance. For consideration, the Contractor must request a waiver and clearly communicate the specific requirement(s), nature of the cause of noncompliance, and a clear mitigation plan for remediation.

7.3 Point Accruals and Penalties

In total, up to fifteen (15) points (CAM) and seventeen (17) points (OAM) may be assessed every month. Additional points may be assessed for quarterly items – four (4) for the OAM, and three (3) for a CAM. Points are assessed and accumulated on a rolling three-month calendar.

For example:

October: 3 points

November: 1 point

December: 1 point

The Contractor has five (5) points for the three (3) month period of October through December, which would result in a warning letter being issued in January. If two (2) points are accrued for January reporting, the Contractor's new three (3) month interval total is now four (4) points, as October would drop off the point-counting period. No action would be taken for that three (3) month period.

The Agency will issue a monthly report of accrued points. The agency will take the following actions when point accruals reach thresholds below:

- 5-14 points = Warning Letter
- 15-24 points = Warning Letter + 5% Deduction of any pay items from the Agency to the Contractor
- 25-29 points = Warning Letter + 10% Deduction of any pay items from the Agency to the Contractor
- 30-35 points = Warning Letter + 20% Deduction of any pay items from the Agency to the Contractor

7.4 Noncompliance Penalties

Penalties for noncompliance with SLA requirements are accrued on a monthly basis and applied to quarterly invoiced amounts for Task Three (3) Operations.

Non-compliance with requirements is measured using a tiered structure:

# of Requirements	Actions
1-5	Warning letter
6-10	Warning Letter + the greater of 5% or \$500
11-15	Warning Letter + the greater of 10% or \$1,000
16-20	Warning Letter + the greater of 15% or \$1,500
21-25	Warning Letter + the greater of 20% or \$2,000
26-30	Warning Letter + the greater of 25% or \$2,500
31 or higher	Warning Letter + the greater of 30% or \$3,000

Upon the receipt of a warning letter, the Contractor shall remediate the issues within one (1) month. The Contractor shall work directly with the Agency to remediate the issues to the Agency's satisfaction and in alignment with this SLA.

The Agency reserves the right to terminate the contract for cause if a sufficient amount of requirements remain noncompliant for such a period of time that the Contractor is not able to demonstrate fulfilment with the terms of the contract.