PRMP-NNPS-PACSS-002 SLAs

| Turnover | Turnover and closeout management plan defines the vendor's responsibilities related to turnover. Turnover will not be considered complete until the turnover and closeout management plan and its associated deliverables are accepted by PRMP. | PRMP shall assess up to \$150 per calendar day for each day after the due date that an acceptable Turnover and Closeout Management Plan is not submitted. PRMP shall assess up to \$500 per calendar day for each day after thirty (30) calendar days from the date of the turnover of operations that the Turnover Results Report is not submitted. |
|--|--|--|
| Turnover Documentation/ Data Handoff | The vendor must provide PRMP or its designee, within seven (7) business days of notice of termination, the following information: • Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract. • A list of services provided by subcontractors, including the names and contact information of the subcontractors. • Other documentation as defined by PRMP as evaluation materials, raw data, research information, etc. | PRMP shall assess up to \$150 for each calendar day beyond the seven (7) business days that all required materials are not delivered by the vendor. |
| Key Staff Key Staff | During the entire duration of the contract, key staff commitments made by the vendor must not be changed without a thirty (30) days prior written notice to PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual. The vendor will replace key staff in a | Up to a maximum of \$500 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approval by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment. PRMP shall assess up to \$100 per |
| Replacement Email Triage and Acknowledgment | timely fashion. Replacement of key staff will take place within thirty (30) calendar days of removal unless a longer period is approved by PRMP's authorized representative. The vendor must triage all inquiries received from PRMP. All emails | business day for each business day after the initial thirty (30) calendar days allowed in which an acceptable replacement for that key staff position is not provided. \$50 per occurrence of an email not being acknowledged within twenty-four (24) |

| | received must be acknowledged | hours. |
|--------------|--|--|
| | within twenty-four (24) hours of | |
| | receipt and resolved within three (3) | \$50 per occurrence of any email not |
| | business days unless otherwise | forwarded for being outside the response |
| | approved by PRMP. The vendor must | scope of the vendor within one (1) |
| | forward to the designated PRMP | calendar day. |
| | staff within one (1) calendar day | |
| | those inquiries that are either: 1. | |
| | Determined to be outside the | |
| | response scope of the vendor. | |
| | 2. Should be handled by PRMP staff. | |
| | Compliance and Calculation: | |
| | Acknowledge all emails received | |
| | within twenty-four (24) hours and | |
| | resolve all emails within three (3) | |
| | business days. | |
| | Forward to PRMP staff within one | |
| | (1) calendar day emails that are | |
| | determined to be outside of the | |
| | vendor's response scope. | |
| CMS-64 | Provide consulting services and | This analysis must be completed ten (10) |
| | technical aid in the analysis, | days before the due date for the report. |
| | revision and validation of the data to | The vendor shall be fined \$50 for each |
| | be reported in CMS-64 | day the report is not completed. |
| CMS-37 | Provide consulting services and | This analysis must be completed ten (10) |
| | technical aid in the analysis, | days before the due date for the report. |
| | revision and validation of the data to | The vendor shall be fined \$50 for each |
| | be reported in CMS-37 | day the report is not completed. |
| Data Privacy | The vendor should protect the | Failure to protect PRMPs financial data |
| | financial data and sensitive | will incur in the vendor having to pay any |
| | information, including taking all | fines or damages caused by a security |
| | necessary security measures to | breach. |
| | safeguard PRMP data. Vendor must | |
| | report all security breaches to | The PRMP shall assess up to \$2,000 for |
| | PRMP. Vendor agrees to comply with | each day that a security breach |
| | the nondisclosure of PRMP financial | attributed to the vendor goes unreported |
| | data unless previously authorized. | to PRMP after its discovery. |
| Ownership | Ownership of work: PRMP retains | If the vendor illegally and without |
| | ownership of the work products and | authorization retains any information or |
| | financial information produced | work product, PRMP shall assess a lump |
| | under this contract. | sum in damages valued in up to 100% of |
| | | the final payment. |
| "Errors and | Vendor must acquire prior to the | If the vendor fails to acquire the policy |

| Omissions |
|---------------------|
| (E&O)" (also |
| known as |
| Professional |
| Liability) |

initiation of the contract and maintain through the duration of the same, an "Errors and Omissions (E&O)" (also known as Professional Liability) policy valued in at least \$100,000. Any changes to the policy must be notified within seven (7) calendar days to PRMP and the vendor must not surpass seven (7) calendar days without this policy in case of policy cancellation or policy change.

prior the commencement of the contract or fails to maintain it through the duration of the same, after seven (7) days the vendor shall be fined \$250 for each day that the policy is not in effect.