SCHEDULE 6.3
TO THE
COMPREHENSIVE INFRASTRUCTURE AGREEMENT

RELATIONSHIP MANAGEMENT

DETAILED PACKAGE DRAFT

APRIL 25, 2005

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1.0 Overview

This is Schedule 6.3 (Relationship Management) to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor (the "Agreement"). Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement.

2.0 Relationship Management

2.1 Acknowledgment

The Parties recognize that relationship management is an essential component for successful contract management and ongoing Commonwealth - Vendor relationship satisfaction. The Commonwealth requires a relationship with Vendor based on the following key ingredients:

- High value for the Commonwealth
- Mutual trust and respect
- Excellent communication between both Parties
- Well-defined Service Levels
- Appropriate governance structures
- Mutually beneficial contract
- Well-defined roles and responsibilities

3.0 Relationship Management Requirements

The Vendor team will work with the Commonwealth team to achieve the following:

a. Ensure delivery of high-quality IT services to support the Commonwealth business needs;

b. Ensure continued high customer satisfaction from all operational users of these services;

c. Provide the earliest possible notification of potential service disruption or degradation, and recommend procedures to minimize the impact on the Commonwealth;

d. Continuously recommend improvements to the functionality, creation and delivery of the Services—to the extent that the Commonwealth business objectives would be better served;

e. Develop the business rationale and benefits of any proposed changes and communicate these to the VITA team and other Commonwealth stakeholders, as appropriate;

f. Solicit VITA's approval and proceed only after complete informed approval is obtained;

g. Work within the mutually-agreed upon structure regarding processes, procedures and the Commonwealth end user contact, particularly on new initiatives or services;

h. Assist the Commonwealth in its planning activities as requested; and

i. Ensure sufficient and continued communication.

3.1 Day-to-Day Management

Mutually acceptable, formal procedural, reporting and communication processes and structures will be established in order to manage the delivery of the Services in an efficient and effective manner. Such processes and structures will be documented and maintained by Vendor as part of the Procedures Manual, as approved by VITA, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.

Vendor and VITA will agree upon additional points of contact and a reporting structure covering day-to-day operations and reviews of Vendor's performance. These may include technical, financial, and Service Level reviews as well as the resolution of any other issues that may arise. These reporting schedules will be documented and maintained by Vendor as part of the Procedures Manual and in an online repository accessible to VITA's management team. A regular meeting schedule will be required for the different reporting levels established, with ongoing 24-hour access to all of VITA's Vendor points of contact when required. Vendor must provide processes and procedures acceptable to VITA and consistent with the terms of the Agreement that can be used to manage the day-to-day relationship process and shall at minimum include:

a. Change Control Management Procedures (for example, system technical changes);
b. Dispute Resolution Process;
c. Contract/Pricing Administration Management and Change Procedures;
d. System Monitoring and Event Reporting Procedures;
e. Service-Level and Performance Reporting Procedures;
f. Service Requests and Work Orders Procedures;
g. Reporting mechanism with up-to-date status of all ongoing projects and outstanding Service Requests;
h. System Workload Performance and Trending Analysis Procedures;
i. Problem Escalation Procedures;
j. Security Management and Reporting Procedures;
k. IT Service Continuity and Disaster Recovery Planning Procedures;
l. Emergency Management Procedures; and
m. Commonwealth Policy and Procedures.

Both Parties shall establish relationship management teams to perform the primary business management support functions that include, at a minimum, the roles and responsibilities that follow.

3.1.1 Executive Management

Relationship Executive is the senior member of a Party's Relationship Management leadership team who has high level oversight of the Agreement and relationship to provide direction and enable implementation of the strategic vision of the Commonwealth through development of the appropriate portfolio of IT Services and related competencies and skills and enable the management of strategic relationships and partnerships. The Relationship Executive shall:

a. Have significant organizational influence in his or her respective entity to adequately bring any needed priority, resources, or decision-making authority necessary to ensure the correct level of support to the relationship;
b. Develop and articulate a Service delivery strategy that supports the Commonwealth's business strategies;
c. Select and approve the business case(s) for recommended IT Service delivery initiatives;
d. Govern his or her respective Party's IT services initiatives;
e. Provide guidance and governance across his or her respective Party's portfolio of services delivery relationships; and
f. Act as the executive-level liaison with strategic business partners and customers.

3.1.2 Relationship Management

The Relationship Manager ("RM") is the primary interface between the Parties. The RM shall:

a. Be responsible for contract management, financial management and quality assurance;
b. Coordinate communications between the Parties;
c. Set directions and priorities of the respective Party;
d. Monitor the contract;
e. Manage day-to-day interactions based on the identified requirements;
f. Ensure understanding of and agreement to Service Levels;
g. Implement required changes to Services and Service Levels;
h. With respect to the Commonwealth, through the Performance Management function, review and monitor Vendor performance against Service Levels, project plans and performance improvement plans;
i. Monitor and amend Agreement, including the reviewing of proposed contract amendments;
j. Resolve Incidents and Problems;
k. Oversee the implementation of financial policies and procedures related to the Services;
l. Coordinate the operational governance processes between the Commonwealth and Vendor;
m. Be responsible for building effective relationships between the Parties; and
n. Keep other Party informed and identify and communicate opportunities to leverage the Services more effectively.

3.1.3 Contract Management

The Contract Manager manages the contractual relationship between the Parties in support of the respective RM. The Contract Manager shall:

a. Serve as the contract liaison between the Parties;
b. Lead activities from Agreement signing through Vendor transition and ongoing operations;
c. Monitor the other Party to ensure compliance with Agreement terms and conditions and make recommendations to resolve issues related to non-compliance;
d. Identify and manage Performance Credits, based on performance information and Agreement terms;

e. Create, negotiate and incorporate amendments into the Agreement when necessary; and
f. Coordinate the Agreement negotiations/renegotiations to accommodate scope changes or changes to business requirements.

3.1.4 Financial Management

The Financial Manager serves as financial liaison between the parties and serves as the primary contact for all billing and financial issues. The Financial Manager shall:

a. Monitor and manage financial administration practices and procedures associated with the Agreement;
b. Ensure that financial controls are in place and aligned with the Agreement;
c. Monitor Agreement budget performance, identify variances and recommend corrective action;
d. Review Agreement charges and Performance Credits;
e. Match invoices to expenses;
f. Identify financial disparities and resolve basic financial issues with the other Party;
g. Prepare or process invoices for payment;
h. With respect to the Commonwealth, allocate costs across the Commonwealth enterprise in line with VITA's chargeback policy and the Agreement;
i. With respect to the Commonwealth, respond to basic questions and concerns from the Commonwealth End-User community and resolves any financial issues with such End-Users;
j. Audit charges to ensure Agreement compliance;
k. Report and reconcile any deviations between the charges and the Agreement.

3.1.5 Performance Management

The Performance Managers take overall responsibility for ensuring Vendor performance meets the Commonwealth business requirements. Performance Managers shall:

a. Work with the local Eligible Customer(s) to assess Vendor performance against standards set in the Service Levels and recommend continuation, improvement or Problem resolution to ensure that business requirements are met;
b. With respect to the Commonwealth, through the Commonwealth Technical Specialists in major locations, lead the measurement process by which Service Level compliance is assessed;
c. Review and monitor performance and facilitate the development of improvement plans;
d. Conduct exploratory activities with the other Party to determine how to raise performance levels;
e. With respect to Vendor, recommend changes in Service Levels where appropriate to ensure that such Service Levels properly reflect business needs, while balancing costs;
f. Work with the other Party to resolve Problems and take corrective action;
g. Provide input to the governance process;
h. Provide enterprise advice and counsel to such Party's Relationship Manager;
i. Coordinate with the other Party's Performance Managers to ensure that Vendor's in-scope technical solutions are consistent with the Commonwealth's business strategy and architecture;

j. With respect to the Commonwealth, work with Eligible Customer personnel and Vendor to review Problem analyses, validate the accuracy of information and determine the feasibility of solution options;
k. Troubleshoot performance issues and resolve problems with the other Party based on understanding Commonwealth applications, architectures and business processes;
l. Track industry trends and maintain knowledge of new technologies in their area of expertise to better evaluate Service Requests and Vendor proposals;
m. Keep current on the participating business strategies;
n. With respect to Vendor, advise whether solutions can be leveraged across the Commonwealth;
o. Understand the value of technology in the Commonwealth's business processes;
p. Work with the other Party's Performance Managers to identify opportunities for innovation, cost reduction and improved efficiencies;
q. With respect to the Commonwealth, provide input into the in-scope technical architecture and review Vendor solutions.

3.1.6 Service Delivery Management

The primary role of the Service Delivery Manager(s) is to take ownership of the day-to-day operational relationships to ensure the delivery of the Services to meet the business requirements of the Commonwealth and its Eligible Customers. The Service Delivery Manager(s) responsibilities include, but are not limited to, the following:

a. Manage and coordinate the appropriate Commonwealth and Vendor resources across all information technology Services, including resources and Services provided by the Vendor, to ensure optimal Service delivery and ensure that all issues raised are resolved in accordance with the applicable Service Levels;
b. Coordinate with the Performance Manager(s) to ensure the ongoing delivery of support and attainment of Service Levels for the Commonwealth and its Eligible Customers. In addition, monitor business volumes to ensure Service Level reporting accuracy;
c. Implement and co-ordinate the management reporting processes for committed Service Levels;
d. Resolve disputes between the Eligible Customers and the Vendor where appropriate, and take escalation actions as necessary;
e. Review Root Cause Analyses, Incident, and Problem reports, establish the corrective actions to be taken, and oversee tracking of correction actions to completion; and
f. Provide operations support assistance to aid in successfully achieving the objectives set in the SOWs and the Agreement.

3.1.7 Governance Structure

Vendor shall participate in a joint governance process with the Commonwealth. The structure will include the following committees and teams:

3.1.7.1 Strategy Committee

The Strategy Committee is a joint committee composed of the Commonwealth Relationship Executive, the Commonwealth Relationship Manager, any other members of VITA IT leadership team, Vendor's Relationship Manager and the Vendor Relationship Executive. The Strategy Committee has responsibility for maintaining overall alignment between the Commonwealth's

sourcing relationship and business strategy, making changes as required. It will oversee the overall business and technology relationship between the Parties. The Strategy Committee Resolves any Problems that cannot be resolved by the Operations Committee. The Strategy Committee will meet monthly (or more or less frequently as required by VITA) and will be chaired by the Commonwealth Relationship Executive or his/her designee.

3.1.7.2 Operations Committee

The Operations Committee is composed of the Commonwealth's Relationship Manager, the Commonwealth's Performance Managers for each Tower, the Vendor's Relationship Manager and the Vendor Service Delivery Managers for each of the Towers. The Operations Committee is responsible for driving continual improvement of processes and performance. It reviews performance, identifies gaps, reviews Root Cause Analyses and implements solutions. It addresses any Problems that cannot be resolved at the Performance Manager level. The Operations Committee serves as a communication forum and is responsible for any changes to operating procedures or contract modifications. It will meet monthly (more frequent during implementation), or as needed, and will be chaired by the Commonwealth's Relationship Manager or his/her designee.

3.1.7.3 Business Development Committee

The Business Development Committee is composed of representatives from VITA related to business development, Eligible Customer relationship management, and Performance Managers for each Tower, and the Vendor's business development, marketing and Delivery Managers for each of the Towers. The committee is responsible for assessing and capitalizing on market opportunities. It reviews market opportunities and performance, makes recommendations for growth, assesses market risk, and develops pricing. It meets monthly, or as required by VITA, and is chaired by VITA's designated Business Development Manager.

3.1.7.4 Communications and Change Management Committee

The Communication and Change Management Committee supports VITA's Strategic Sourcing Initiative. It identifies the steps required to ensure stakeholders are informed and educated about VITA's approach towards identifying, and transitioning the organization to a new structure and operating model. Effective communication strategies and plans help build relationships of trust, manage expectations, encourage commitment, and minimize resistance to change. The VITA Communication and Change Management Strategy and Plan is an ongoing process and is expected to change based on organizational needs and the effectiveness of communication and change management activities and requirements.

3.1.7.5 Technology Committee

The Technology Committee is composed of the VITA Director of Strategic Management Services, VITA Performance Managers and selected VITA IT technical staff, as well as Vendor Delivery Managers and Vendor technical experts. The Technology Committee ensures that Vendor architecture and standards respond to the Commonwealth business requirements. They review and recommend new technologies that can provide additional competitive value and propose changes to standards. The committee will meet monthly, or more or less frequently as required by VITA, and will be chaired by the VITA Director of Strategic Management Services.

3.1.7.6 Cooperative Value and Innovation Team

As part of its responsibilities to optimize the efficiency and cost-effectiveness of its provision of the Services, the Vendor shall commit to and actively support the Cooperative Value and Innovation (CVI) Program to increase the value and/or cost savings accruing to the Commonwealth and the Vendor, associated with the Services, without adversely affecting the Service Levels and without increase in overall cost to the Commonwealth.

This is a joint team composed of dedicated VITA and Vendor staff. The team has responsibility for enabling cost transparency for the purpose of ensuring long term mutual benefit through the development and implementation of the CVI Program. The objective of the program is to:

i) Enable a joint understanding of VITA and Vendor cost structures and drivers;
ii) Through this understanding, identify opportunities for cost improvement, value enhancement, and innovation; and
iii) Establish processes to quantify, measure, track, and document all such savings associated with delivery of the Services that support the Commonwealth's need to measure and manage cost savings accruing to VITA and its Eligible Customers.

With a clear understanding of cost, the intended partnership seeks to focus on opportunities for cooperative value creation. The objective of this program is to transform both the process of selecting and working with the Vendor and the personal relationship between the Commonwealth and the Vendor. Staff dedicated to this program will include subject matter experts and senior level personnel with decision making authority sufficient to participate in collaborative programs and identify mutual business enhancement opportunities. To ensure effective development and creation of the necessary team skills and knowledge, the Vendor acknowledges that this CVI Program will require a significant commitment to joint training of the Vendor and VITA team members in a collaborative work team.

Table 1. Cooperative Value and Innovation Program

Cooperative Value and Innovation Program Roles and Responsibilities	Vendor	VITA
1. Ensure support and commitment of VITA executives to the CVI Program		X
2. Ensure full support and commitment of Vendor executives to the CVI Program	X	
3. Provide dedicated VITA staffing to develop and implement the CVI Program		X
4. Provide dedicated Vendor staffing to develop and implement the CVI Program	X	
5. Ensure that VITA staffing and skill levels are adequate to achieve the CVI Program objectives		X
6. Ensure that Vendor staffing and skill levels are adequate to achieve the CVI Program objectives	X	
7. Provide joint training for VITA and Vendor staff on the CVI team (i.e., team formation and collaboration training, cost modeling, etc.)	X	
8. Review and approve cost reduction, value enhancement or innovation initiatives developed by CVI team in support of the Program's objectives		X

Cooperative Value and Innovation Program Roles and Responsibilities	Vendor	VITA
9. Proactively evaluate, identify and recommend cost reduction, value enhancement, and innovation initiatives in support of the CVI Program's objectives with the cooperation and support of VITA	X	
10. Develop an Improvement Plan and definition of saving success using the selected metrics to implement approved initiatives. This plan includes the tasks, resources, and associated investment (if any), for the initiative and establishes goals to be met to reach the metric values	X	
11. Approve and support implementation of the Improvement Plan		X
12. Subject to VITA's approval, proceed with timely implementation of Improvement plan	X	
13. Metric Selection – Select and develop metrics to measure the success of initiative and the CVI Program	X	
14. Metric Approval – Approve metrics to measure the success of initiatives and the CVI Program		X
15. Benchmarking Development – Determine the initial values for the selected success metrics to establish and document a clear baseline of the current state	X	
16. Benchmarking Approval – Approve the initial values for the selected success metrics		X
17. Identify requirements and reports to support the tracking of Commonwealth savings and/or value		X
18. Develop and implement process to track savings and/or value	X	
19. Review and approve process and reports by which savings and/or value will be tracked		X
20. Manage process to track savings and provide management reports on savings	X	
21. Participate in review meetings, as needed, with the Strategy, Operations, and Technology committees		X
22. Participate in review meetings, as needed, with the Strategy, Operations, and Technology committees	X	

3.2 Governance Processes

Below are the types of governance processes VITA and the Vendor will employ to co-manage the relationship. Key co-management processes include:

- Planning
- Contract Management
- Change Management
- Business Development Management
- HR Management
- Relationship Management
- Financial Management
- Service Level & Performance Management

- Resource Management
- Technology Management
- Integration Management
- Customer Satisfaction Management

VITA and Vendor will assign key responsibilities required to appropriately co-manage these processes to satisfy the service requirements of the Commonwealth.

3.2.1 Co-management Organization Model

The Parties will utilize the following organizational model to co-manage the relationship.

The column headings in the table below indicate the categories of activities and responsibilities the governance mechanisms will be responsible for and oversee. The meanings of the column headings are as follows:

- Vision & Alignment – Vision is the overall goals and objectives of VITA within the Commonwealth of Virginia – Alignment is the common understanding, purpose and objectives of the Parties as it relates to the Agreement
- Relationship & Contract – Relationship is the overall working style, intent and demeanor of the personnel of the Parties to the Agreement
- Service Levels and Pricing – Have the meaning given them in the Glossary attached to the Agreement
- Customer Satisfaction – The relative measure of VITA's satisfaction, as well as the End-User organizations and individuals within the Eligible Customer(s) of the Commonwealth, with the overall performance of the Vendor
- Vendor Involvement – Vendor Involvement refers to Vendor personnel accepting roles within the governance structure that will require their time, personal and organizational ownership of tasks and decision making on behalf of the Vendor, including providing an individual where indicated who can meet the requirements of Involvement above.

Table 2. Co-management Organization Model

Governance Mechanism	Vision & Alignment	Relationship & Contract	Service Levels and Pricing	Customer Satisfaction	Vendor Involvement
Strategy Committee	• Provides deal context • Communicates Changes • Formulated Strategy and Policy	Resolves Disputes			Member
Operations Committee	• Executes deal strategy • Prioritizes initiatives	Resolves Disputes	Review Monthly	Review Annually	Member
Business Development Committee	• Assesses Market Opportunities • Develops business plans	Develop and implement existing and new Service and pricing	Review Monthly	Review Annually	Member
Communications and Change Management	• Identifies stakeholders • Identifies cultural issues and needs of	Develop and implement policies and	Review Monthly	Review Annually	Member

Governance Mechanism	Vision & Alignment	Relationship & Contract	Service Levels and Pricing	Customer Satisfaction	Vendor Involvement
Committee	stakeholders • Establishes Communications and Change Management Plan and Objectives • Addresses Culture/Stakeholders	procedures for effective and efficient Communications and Change Management practice			
Technology Committee	• Architectural Direction • Standards • Integration				Member
Relationship Mgr	Ensures Overall Relationship alignment	Owns Vendor relationship	Oversees pricing and Service Levels	• Ensures customer satisfaction • Coordinates satisfaction surveys	Client Relationship Mgr
Contract Mgr	Ensures Contract alignment	Monitors contract compliance	Coordinates pricing benchmarks		Client Contract Mgr
Financial Mgr	Ensures Financial alignment	Monitors financial compliance	Audits bills, chargeback		Client Billing Mgr
Performance Mgr(s)	Ensures Service Level alignment within respective Tower	Monitors Service Level compliance	• Monitors performance • Recommends Performance Credits • Owns Service Levels	Recommends improvements	Service Delivery Mgr(s)
Service Delivery Mgr(s)	Ensures Service delivery alignment within respective Tower	Manages day-to-day delivery of Services for respective Tower(s)	• Monitors performance • Recommends Performance Credits • Owns Service Levels	Recommends improvements	Service Delivery Mgr(s)

3.2.2 Dispute Resolution

All disputes shall be governed by and managed in accordance with Section 24.1 of the Agreement.

3.3 VITA and Vendor Responsibilities

3.3.1 General Responsibilities

VITA and Vendor will provide a management team and organization structure that supports the broad roles and responsibilities outlined in Section 3.1 and 3.2 above. In accordance with Sections 8.2.1 and 8.3 of the Agreement, each Party will appoint a proficient and experienced representative as its Relationship Manager (VITA Relationship Manager and Vendor counterpart) to be the primary point of contact in charge of managing the Parties' relationship throughout the Term.

VITA and Vendor will each establish and maintain a team of senior IT and business professionals that, throughout the Term, will:

a. Determine and protect the Commonwealth interests and reputation of VITA;

b. Dedicate sufficient time and resources to make the partnership a success;

c. Have the authority to represent the Commonwealth and Vendor, respectively, to their counterparts;

d. Manage the VITA strategic and tactical planning processes for in scope services, including IT linkage to business objectives and technology standards and architectures; and

e. Monitor Vendor performance against the Service Levels.

Vendor will define and document in the Procedures Manual the organization structure of the service delivery organization it will provide to manage VITA relationship on a day-to-day basis, which shall align with VITA retained organization structure. Vendor shall also define and document mutually acceptable escalation policies and procedures.

Vendor will provide biographies of the management team for VITA's review in determining which Vendor personnel shall be assigned to support the Commonwealth account, including any key project operations and technical management personnel.

3.3.2 Key Vendor Resources

In accordance with Section 8.2.2 of the Agreement, VITA will designate certain members of Vendor's project staff as Key Personnel.

To ensure consistency of service delivery and minimize personnel learning curves, Vendor shall minimize the amount of turnover in its staff assigned to the Commonwealth's account in accordance with Section 8.2.11 of the Agreement. Vendor shall ensure that Key Personnel will be assigned to the account for a minimum retention period as set forth in Section 8.2.2 of the Agreement.

3.3.3 Roles and Responsibilities Table

The following table identifies the underlying roles and responsibilities of the Parties associated with Relationship Management. An "X" is placed under the Party that will be responsible for performing the task.

Table 3. Relationship Management Roles and Responsibilities

Relationship Management Roles and Responsibilities	Vendor	VITA
1. Ensure support and commitment of the Commonwealth executives to the relationship		X
2. Ensure full support and commitment of Vendor executives to the relationship	X	
3. Provide the Commonwealth Eligible Customer liaison to develop business relationships		X
4. Provide Vendor with the Commonwealth strategic business imperatives that require Vendor support		X

Relationship Management Roles and Responsibilities	Vendor	VITA
5. Establish and chair Strategy, Operations, Business Development, Communication/Change Mgmt, and Technology Committees		X
6. Designate appropriate resources and actively participate in Strategy, Operations, Business Development, Communication/Change Mgmt, and Technology Committees	X	
7. Manage and coordinate all aspects of the Services to ensure delivery is in accordance the Agreement and plans established by the Strategy, Operations, Business Development, Communication/Change Mgmt, and Technology Committees	X	
8. Ensure that Vendor staffing and skill levels are adequate to achieve the Agreement objectives	X	
9. Provide status on current and proposed projects	X	
10. Coordinate quarterly (or other frequency as mutually agreed) strategy committee review meetings		X
11. Participate in quarterly strategy committee review meetings	X	
12. Provide IT education to VITA IT management, as requested	X	
13. Provide data to any Benchmarking Firm for use in conducting periodic cost and performance benchmark comparison	X	
14. Provide periodic written performance management reports and data, as specified, to VITA on Service Levels and conduct periodic scheduled and ad hoc review meetings as required	X	
15. Review and monitor Vendor performance against Service Level requirements and industry benchmarks		X
16. Recommend services to VITA's IT management that add value to the Commonwealth	X	
17. Audit contract terms, technology operations and management processes to ensure compliance		X
18. Review projects and project plans	X	
19. Provide approval for projects and project plans		X
20. Manage Vendor internal dispute escalation and resolution	X	
21. Manage Commonwealth internal dispute escalation and resolution		X
22. Inform VITA of any potential Key Personnel staffing changes and of any new personnel assignments planned for new projects and services	X	
23. Review and authorize Key Personnel changes to the Services and personnel for new projects and services		X
24. Develop VITA Strategic Plan for Technology to support Commonwealth business plans and requirements		X
25. Participate in the development of the VITA Strategic Plan for Technology as requested by VITA	X	
26. Evaluate and provide advice on IT infrastructure technologies and components for the provision of Services	X	
27. Develop/recommend overall IT architecture and implementation strategies for the in-scope Services in support of VITA's Strategic Plan for Technology as requested	X	

Relationship Management Roles and Responsibilities	Vendor	VITA
28. Review and authorize IT architecture and implementation strategies for the Services as appropriate		X
29. Develop/implement operational plan in accordance with approved and authorized VITA Strategic Plan for Technology, architecture and implementation strategies	X	
30. Provide IT research assistance on new technologies	X	
31. Provide business case assistance and preparation, as required	X	
32. Provide IT solutions, expertise, and advisory services that are appropriately aligned with the Commonwealth's needs and business focus	X	
33. Establish business requirements for all Services, standards and delivery requirements		X
34. Recommend appropriate Services, standards and requirements	X	
35. Review and approve all recommended Services, standards, policies, procedures and requirements, as deemed appropriate by VITA		X
36. Participate in all joint Technology, Operations, and Strategy Committee meetings	X	
37. Chair all joint Technology, Operations, and Strategy Committee meetings		X
38. Define and maintain End-User satisfaction measurement process requirements		X
39. Participate in End-User satisfaction measurement process as requested by VITA	X	
40. Implement an End-User satisfaction measurement process that supports VITA's requirements	X	
41. Provide Vendor staff turnover data as requested	X	
42. Review Vendor staff turnover data		X
[redacted]		

3.4 Key Personnel Incentives

Vendor shall create and maintain, for Key Personnel members, an individual compensation structure that provides incentives to meet and exceed the objectives of the Agreement and the Service Levels. Vendor must disclose this compensation structure to the VITA CIO.

Additionally, Vendor agrees to provide visibility into the annual personnel performance reviews of Key Personnel involved in Relationship Management. VITA shall have a meaningful opportunity to provide information to Vendor with respect to the Commonwealth's evaluation of and customer satisfaction with the performance of such Key Personnel and such information shall be a key component of certain Key Personnel's performance reviews.