

SCHEDULE 1
REVISION 1
RELATIONSHIP MANAGEMENT
FOR
COUNTY

Table of Contents

1.0	Relationship Management Overview	- 1 -
1.1	Relationship Management	- 1 -
1.2	Innovation	- 2 -
2.0	Key Roles	- 2 -
2.1	Relationship Managers	- 3 -
2.2	Transition Manager	- 3 -
2.3	Service Delivery Managers.....	- 4 -
2.4	Additional Relationship Management Functions	- 5 -
2.4.1	Financial Management.....	- 5 -
2.4.2	Performance Management.....	- 5 -
2.4.3	Contract Management.....	- 6 -
3.0	Governance Process	- 6 -
3.1	Governance Structure	- 6 -
3.1.1	Executive Steering Committee	- 6 -
3.1.2	Management Review Committee.....	- 7 -
3.1.3	Operations Review Team – Steady State	- 8 -
3.1.4	Operations Review Team – Projects	- 8 -
3.2	Day-to-Day Management Processes.....	- 9 -
3.3	Communications	- 10 -
3.4	Governance Processes.....	- 10 -
4.0	Scorecard	- 11 -
5.0	County and Vendor Roles and Responsibilities	- 11 -
6.0	Management of Network Vendor Roles and Responsibilities	Error! Bookmark not defined.

List of Tables

Table 1.	Governance Roles and Responsibilities	- 11 -
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This Schedule 1 (Relationship Management) sets forth the roles and responsibilities of the Parties for the relationship management processes and activities provided under the Agreement as part of the Services. These processes and activities, as further detailed in this Schedule 1, are required to provide and support the County's overall relationship with the Vendor.

The relationship management aspect of the Agreement is extremely important to ongoing and operational success of the relationship between both Parties, as well as the success of the operational management of the Agreement.

The following section provides an outline of indicative roles and responsibilities required by both Parties that the County believes will be required in order to enact successful governance and operational management of the Agreement.

The County is open to the Vendor illustrating various operating models that, based on its experience, the Vendor believes can best be used to achieve the County's goals and effectively support the relationship management and governance processes.

1.0 Relationship Management Overview

1.1 Relationship Management

The County recognizes that relationship management processes are an essential component for successful ongoing County-Vendor relationship satisfaction. The County requires a relationship with the Vendor based on a number of key components, including the following:

- Well-defined objectives and service levels
- Well-defined roles and responsibilities
- Appropriate governance structures
- Excellent communication between both parties
- Mutual trust and respect

The Vendor relationship management team will work with the County team to achieve a number of the County relationship goals and objectives, including:

- Delivery of high-quality, reliable, scalable and secure Services that support the County business needs and achieve the County's Service Level Requirements (SLRs)
- Continued high customer satisfaction from all technical and operational End Users of Services
- Continuous recommendation of improvements to the functionality, creation and delivery of Services — to the extent that the County business objectives would be better served
- Development of the business rationale and benefits of any proposed changes and communication thereof to the team and other County stakeholders, as appropriate

- Working within the mutually-agreed-upon structure regarding processes and procedures
- Assisting the County in its planning activities as required
- Ensuring proactive, continued and appropriate communication

1.2 Innovation

It is expected that the Vendor will continuously and proactively identify areas of improvement and opportunities relative to the County's business requirements. These analysis and evaluation activities will be funded by the Vendor, and the outcome will be recommendations on technical advancements, business strategies, process improvements and market changes that the Vendor believes will be of benefit to the County. The Vendor will document these ideas for the County's consideration.

No later than once every six (6) months, the County and the Vendor will meet to allow the Vendor to formally present such recommendations, information and ideas of potential benefit to the County, the scope of which may include models and technologies that will lead to: cost reduction; increased security; improved reliability; enhanced operations; increased business effectiveness; and improved ability to respond to business opportunities, changing demand and threats.

These sessions, attended by representatives of the County's business and technical staff and the Vendor will also be used to identify and prioritize those innovation ideas suitable for further development, and to track their progress through to fruition.

2.0 Key Roles

The County and Vendor will each establish and maintain relationship management teams of senior IT and business professionals that, throughout the Agreement life cycle, will:

- Monitor Vendor performance metrics including contracted SLRs
- Dedicate sufficient time and resources to make the relationship a success
- Support the County strategic and tactical planning processes for in scope services, including IT linkage to business objectives and technology standards and architectures
- Determine and protect the business interests and reputation of the County

The County will designate certain roles of Vendor staff as Key Personnel. Vendor will provide resumes of the management team for the County's approval as Key Personnel, including any key project operations and technical management personnel. Vendor will not replace or re-assign any of the Key Personnel without the County's prior written consent. An authorized County representative must approve any persons that Vendor recommends as a member of the Key Personnel. To ensure consistency of service delivery and minimize personnel learning curves, Vendor agrees to use commercially reasonable efforts to minimize the amount of turnover in its staff assigned to the County's account to a maximum of ten percent (10%) per Contract Year.

Vendor also agrees to ensure that Key Personnel will be assigned to the account for a minimum of twenty four (24) months from date of posting.

Key Personnel include Vendor's staff described below:

- Lee Patterson – Relationship Manager
- Maureen D'Antonio - Transition Manager

2.1 Relationship Managers

Each Party shall designate an individual (for the County, the "County Relationship Manager" and, for Vendor, the "Vendor Relationship Manager"), who shall be each Party's primary point of contact for all matters relating to the Agreement.

The Vendor Relationship Manager shall be at a minimum:

- The primary relationship manager between the Vendor and the County
- Knowledgeable about the initial Transition of the Services, and all Services being provided under this Agreement including the Vendor Service Area services, migrations and projects. In addition the Vendor Relationship Manager shall be knowledgeable about Vendor subcontractor and Third Party services and how all of these integrate to provide services for the County
- Responsible for ensuring the IT Services are delivered consistently and seamlessly across all Services Areas
- Experienced at running services equal in size, scope and complexity to those of the County
- Otherwise acceptable to the County

The Vendor Relationship Manager shall have overall responsibility for directing all of Vendor's activities and shall be vested by Vendor with all necessary authority to act for Vendor in connection with all aspects of the Agreement.

Vendor agrees that no part of Vendor Relationship Manager's compensation will be based on, nor will Vendor Relationship Manager directly or indirectly receive any commissions or other remuneration based on, the sale, lease or licensing of any software, hardware or Services by Vendor, any Vendor Subcontractor or any of the Vendor's Affiliates to the County.

2.2 Transition Manager

The initial Transition to Vendor Services will require the establishment of a Transition team with membership from both Parties. The Vendor shall dedicate a Transition Manager who will be in place for the duration of the Transition.

The Vendor Transition Manager shall be responsible for managing the Vendor Transition Plan and the Transition Services and deliverables therein, including interfacing with the current provider. The Vendor Transition Manager will ensure that the Transition Plan is

developed in accordance with County project management methodologies. The Vendor Transition Manager will follow the policies, practices and norms of the County's Project Management Office (PMO) and ensure that progress reviews and reports are produced in a timely manner.

The Transition Manager shall be at a minimum:

- Experienced at managing and coordinating transitions of similar scale, scope and complexity
- Knowledgeable about the County IT application, infrastructure and business processes associated with the applicable Transition of Services
- Knowledgeable about how each of the Vendor In-Scope Service Areas, Third Parties and subcontractors impact the Transition
- Responsible for assuring appropriately skilled and knowledgeable resources are available and that Transition activities are successfully delivered on time and within scope and budget
- Knowledgeable about the Vendor's best practices for Transition management as well as Vendor's standard tools, processes and procedures

2.3 Service Delivery Managers

Each Party shall designate individuals (for Vendor, the "Vendor Service Delivery Manager" and for the County, the "County Service Performance Manager") for the Service Areas defined in Schedule 2 and for County-designated sub-service areas. These individuals shall be each Party's primary point of contact for all matters relating to that Service Area or sub-service area. Depending on the requirements of the service area, these resources could be dedicated to one service area, or responsible for multiple service areas. Vendor Service Delivery Managers shall be at a minimum:

- Knowledgeable about:
 - The assigned Service Area or sub-service area, including the County's business requirements and Service Level Requirements
 - Other Vendor Service Area or sub-service area services, and any associated Service Level Requirements, that impact their assigned area
 - Vendor subcontractor and Third Party services
 - How all of these integrate to provide Services for the County
- Experienced at running information technology systems and networks of a size, scope and complexity that are minimally equal in size, scope and complexity to those of the County
- Knowledgeable about Vendor's best practices, tools, standard processes and procedures
- Otherwise acceptable to the County

The primary role of the Vendor Service Delivery Managers and the County Service Performance Managers is to take ownership of the day-to-day operational relationships between the Vendor's information technology service delivery and the County business. This involves managing and coordinating the appropriate resources to ensure optimal service delivery to ensure that all issues raised are resolved in accordance with the applicable procedures and Service Level Requirements.

Vendor Service Delivery Managers shall be assigned for the following:

- Service Areas:
 - Data Center Services
 - Service Desk Services
 - Desktop Support Services
 - Application Development and Maintenance Services.
- Sub-service areas
 - Disaster Recovery

2.4 Additional Relationship Management Functions

The following are additional County and Vendor relationship management functions that are essential to managing the relationship. If required, specific Vendor individuals can be assigned and added to Key Personnel, specifically in the areas of:

- Financial Management
- Performance Management
- Contract Management
- Innovation Management

2.4.1 Financial Management

The County and Vendor Financial Management function monitors and manages financial administration practices and procedures associated with the contract ensuring that financial controls are in place and aligned with the contract. Financial Management function activities include:

- Acting as primary contact for all billing and financial issues
- Developing and reviewing invoices, charges, budget performance, identifying disparities and variances to plans and recommending corrective action
- Applying and reviewing fee reductions to the applicable reporting period and assisting with the identification of problem areas

2.4.2 Performance Management

The County and Vendor Performance Management function takes overall responsibility for ensuring Vendor performance meets business requirements and recommends continuation, improvement or problem resolution to ensure that business requirements are met. This function includes:

- Leading the measurement process by which Service Level Requirements are assessed
- Reviewing and monitoring performance, recommending corrective action and facilitating the development of continuous improvement plans
- Conducting exploratory activities to determine how to raise performance levels and recommending changes in Service Level Requirements, where appropriate, to ensure that they properly reflect business needs, while balancing costs

2.4.3 Contract Management

The County and Vendor Contract Management function manages the contractual relationship between the County and the Vendor. This function includes:

- Leading and facilitating contract activities from contract signing through Vendor Transition and ongoing operations
- Monitoring compliance with contract terms and conditions and providing recommendations to resolve issues related to non-compliance
- Managing the escalation process to address all contract management issues
- Identifying and managing Fee Reductions, based on performance metrics and contract terms, in accordance with County procurement policies

The County and Vendor Contract Manager roles work closely with the County procurement and legal counsel to:

- Create, negotiate and incorporate amendments into the Agreement
- Coordinate the contract negotiations/re negotiations process to accommodate scope changes or changes to business requirements.

3.0 Governance Process

3.1 Governance Structure

The following governance model defines a framework for the Agreement oversight committees, including the participants, their responsibilities and the activities of those roles that are responsible for the administration of governance processes.

3.1.1 Executive Steering Committee

The Executive Steering Committee will be comprised of senior executives from each Party, including the County's CIO and executive management and by Vendor's top IT outsourcing executives who will meet to discuss high-level strategic and operational issues relating to the Agreement.

The Executive Steering Committee shall meet at least once semi-annually, and responsibilities shall include the following:

- Address relevant high-level issues appropriate for a executive-level discussion
- Address the overall health of the relationship to ensure both Parties' objectives are being met

- Review and approve the use of innovation processes to drive significant business change
- Address major relationship and alignment issues, disputes and Service and contract changes that have been escalated to this level

For each such meeting, the Parties shall agree upon the location for the meeting in advance. Prior to each such meeting, Vendor shall prepare a suggested agenda, with active input from the County Relationship Manager. The Vendor shall deliver the agreed-upon agenda to the County at least ten (10) Business Days prior to the meeting. Vendor shall make available its senior management personnel to answer questions from the County's senior management personnel regarding the agenda items for such meeting. Further, either Party from the Executive Steering Committee may invite industry subject matter experts to participate in such meetings to facilitate information exchange and increase the value of the strategies discussed.

3.1.2 Management Review Committee

The Management Review Committee, comprised of program and IT management from the County and the Vendor, shall be responsible for overseeing the overall operation of the Agreement including the integration of the individual Services provided by Vendor or Third Parties to service County programs, reviewing Vendor performance and addressing service management issues. Issues that cannot be resolved by this committee shall be escalated to the Executive Steering Committee.

The Management Review Committee shall be chaired by the County Relationship Manager. Its members shall include the Vendor Relationship Manager, Vendor Program Managers, County executive management and, as required by the County Service Performance Managers, County Program Managers and technical leads. Any additional temporary Vendor attendees will be agreed upon between the Parties in advance of the committee meetings.

The Management Review Committee shall meet monthly at County facilities, or more often if required by the County, and responsibilities shall include the following:

- Discussing the Vendor's compliance with the Service Level Requirements for all Services
- Planning for new Services and removal of Services
- Reviewing all financial arrangements, including invoices submitted by the Vendor
- Reviewing the County's satisfaction with the Key Personnel
- System performance and capacity review and planning
- Addressing Problems, disputes, Incidents, trends and Change Requests that have been escalated to this level
- Reviewing project forecasts and action items
- Addressing exceptions to performance management and best practices
- Addressing such other matters as one Party may bring to the other

Prior to each such meeting, the Vendor shall prepare a suggested agenda, with active input and review and approval from the County Relationship Manager. The Vendor shall deliver the agreed-upon agenda to the County at least five (5) Business Days prior to the meeting, if such meetings take place on a monthly basis, or at least two (2) Business Days prior to the meeting, if such meetings take place on a weekly basis. The Vendor shall make available its senior management personnel to answer questions from the County's senior management personnel regarding the agenda items for such meeting. Further, either Party may invite industry subject matter experts to participate in such meetings to facilitate information exchange and increase the value of the strategies discussed.

3.1.3 Operations Review Team – Steady State

The Operations Review Team – Steady State is a joint team comprised of IT and business management from the County and the Vendor (e.g., program and/or Service Area personnel) and shall be responsible for overseeing the day-to-day operation of the steady state Services.

The Operations Review Team – Steady State shall be chaired and facilitated by the Vendor Relationship Manager or his/her designee. Its members shall include Vendor Service Delivery Managers and Services Area technical management and staff and shall include corresponding representation from the County.

The Operations Review Team – Steady State shall meet on a weekly basis and responsibilities shall include the following:

- Addressing operational and Service delivery issues arising during the previous week
- Reviewing Root Cause Analysis of any previous issues
- Addressing outstanding or unresolved issues or trends
- Reviewing progress reports
- Planning for future changes
- Reviewing the Vendor's compliance with the Service Level Requirements
- Reviewing Problems, disputes, Incidents and Change Requests
- Addressing such other matters as one Party may bring to the other

In addition to the weekly joint Operations Review Team – Steady State meeting, specific operations team meetings can be called if required at the County's discretion for specific Service Area or County programs to address the items listed above.

Prior to each meeting, Vendor shall prepare a suggested agenda, with active input from the County Performance Managers.

3.1.4 Operations Review Team – Projects

The Operations Review Team – Projects is a joint team comprised of IT and business management from the County and the Vendor (e.g., program and/or Service Area personnel) and shall be responsible for overseeing the day-to-day operation of project Services.

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Schedule 1 – Relationship Management
Revision 1

The Operations Review Team - Projects shall be chaired and facilitated by the Vendor Relationship Manager or his/her designee and is responsible for providing oversight to those projects the Vendor manages. Its members shall include Vendor Project Managers and Services Area technical management and staff and shall include corresponding representation from the County.

The Operations Review Team – Projects shall meet on a weekly basis and responsibilities shall include the following:

- Addressing project Service issues
- Reviewing changes to scope, timing and/or cost
- Addressing outstanding or unresolved issues or trends
- Reviewing progress reports
- Planning for future projects
- Reviewing the Vendor's compliance with the Service Level Requirements and project milestones
- Addressing such other matters as one Party may bring to the other

In addition to the weekly joint Operations Review Team – Projects meeting, specific project team meetings can be called if required at the County's discretion for specific project or County programs to address the items listed above.

Prior to each meeting, the Vendor shall prepare a suggested agenda, with active input from the County Performance Managers.

3.2 Day-to-Day Management Processes

During the Transition period, County-approved formal procedural, reporting and communication processes and structures will be established in order to manage the delivery of the IT services to be provided by the Vendor in an efficient and effective manner. They will be documented and maintained by the Vendor, as approved by the County, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.

The Vendor and the County will agree upon additional points of contact and a reporting structure covering day-to-day operations and reviews of the Vendor's performance. These may include technical, financial, and Service Level Requirements reviews as well as the resolution of any other issues that may arise. These reporting schedules will be documented and maintained by the Vendor in an online repository integrated into the broader IT Service Management suite and accessible to the County's management team. A regular meeting schedule will be required for the different reporting levels established, with ongoing 24-hour access to all of the Vendor points of contact when required. In addition to the processes and procedures as described in the SOWs, Vendor must provide processes and procedures acceptable to the County that can be used to manage day-to-day relationship processes and shall include:

- Incident / Problem resolution
- Resolving disputes and Change Requests
- Dispute resolution
- Resolving Root Cause Analysis of any previous issues
- Addressing outstanding or unresolved issues
- Contract change management
- New business request
- Performance reporting (e.g., Service Level Requirements, project status, outstanding service request status)

3.3 Communications

Communications between the County and the Vendor shall, wherever possible and practicable, be face to face. Video or audio conferences will be the second choice of communication medium. Where video or audio conferences are not practical, e-collaboration will be the fall-back communication medium.

All formal meetings shall take place during normal County Business Hours whether face to face or video or audio conferences and shall:

- Be set with an agenda per above in advance and have an identified chairman and note taker. The agenda should have clear directions of location and/or medium to be used; date and time of meeting; topic items to be covered and the expected outcome for each topic; owners of each topic; and any pre-work to be undertaken by topic owners or attendees
- Be documented with minutes by the note taker, and such minutes to include high-level summaries of key discussion points, future actions with expected deadlines and those persons responsible for the actions. Minutes should be distributed to attendees and missing attendees and any persons with actions to be taken
- Identify the person who shall be responsible for organizing the next meeting.

3.4 Governance Processes

Below are the key governance processes the County, Key Personnel and the governance structure described above will employ to manage the relationship. Roles and responsibilities associated with the following key governance processes are described in Table 1.

- Strategy and Planning
- Contract Management
- Relationship Management
- Financial Management

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Schedule 1 – Relationship Management
Revision 1

- Performance Management
- Personnel Resource Management
- Integration Management
- Innovation Management
- Risk Management
- Emergency Management
- Customer Satisfaction Management

4.0 Scorecard

It is the County's intent to work with the Vendor to develop a balanced scorecard. The County's view is that such a balanced scorecard is required to gauge service performance, relationship quality and business alignment on an ongoing basis. In addition to quantitative Service Level Requirements, the scorecard will be balanced to reflect qualitative measures such as customer satisfaction, compliance to SOW roles and responsibilities, and the effectiveness and efficiency of the working environment from both County and Vendor perspectives.

The scorecard will serve as the primary vehicle for measuring the overall success of the relationship. Accordingly, it will be used by operational teams and governance bodies as a key standing agenda item.

5.0 County and Vendor Roles and Responsibilities

The following table identifies a number of roles and responsibilities associated with the key governance process that the County and Vendor shall address. An "X" is placed under the party that will be responsible for performing the task.

Table 1. Governance Roles and Responsibilities

Governance Roles and Responsibilities	Vendor	County
Strategy and Planning	Vendor	County
1. Chair semi-annual Executive Steering Committee meetings		X
2. Participate in semi-annual Executive Steering Committee meetings	X	
3. Provide County Policies and Standards		X
4. Adhere to the County Policies and Standards	X	
5. Provide the Vendor with the County strategic business and technology imperatives that require Vendor support		X
6. Provide status on current and proposed projects	X	
7. Proactively recommend services, technologies and/or products to the County's IT management that add value to the County	X	
8. Develop projects and project plans	X	
9. Review and approve projects, project plans, and associated priorities		X
10. Provide input and recommendations in connection with the development of the County strategic business plans, as requested by the County	X	

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Schedule 1 – Relationship Management
Revision 1

11. Develop/implement operational plans in accordance with authorized strategic IT plan, architecture and implementation strategies	X	
12. Provide IT research assistance on new technologies	X	
13. Provide business case assistance and preparation, as required	X	
14. Provide IT solutions, expertise, and advisory services that are appropriately aligned with the County's needs and business focus	X	
15. Recommend Vendor's standard business criteria for Services, standards and delivery requirements	X	
16. Establish business criteria for all Services, standards and delivery requirements		X
17. Develop Demand Management Report (DMR), which shall include forecasts of expected changes in Services demand		X
18. Review and analyse DMR	X	
19. Provide input to demand forecasts for DMR	X	
20. Develop response to demands in the DMR	X	
21. Develop and provide action plans as a result of review of DMR	X	
22. Approve DMR action plans		X
Contract Management	Vendor	County
23. Monitor contract terms, technology operations and management processes to ensure compliance		X
24. Monitor and revise contracts as applicable and review recommended contract modifications provided by the other Party		X
25. Monitor and revise contracts as applicable and review recommended contract modifications provided by the other Party	X	
26. Provide data required to assess Fee Reductions	X	
27. Identify and manage Vendor Fee Reductions, based on performance information and contract terms		X
28. Authorize Service setup, Service or Agreement Work Orders and exit requests, as applicable		X
29. Execute Service setup, Service or Agreement Work Orders and exit requests, as applicable	X	
30. Manage internal dispute escalation and resolution on behalf of the Vendor	X	
31. Manage internal dispute escalation and resolution on behalf of the County		X
Relationship Management	Vendor	County
32. Provide support and commitment of the County executives to the relationship		X
33. Provide support and commitment of the Vendor executives to the relationship	X	
34. Provide an internal business unit liaison to develop business relationships		X
35. Manage internal dispute escalation and resolution on behalf of the Vendor	X	
36. Manage internal dispute escalation and resolution on behalf of the County		X
Financial Management	Vendor	County

37. Establish, maintain and provide an asset register for all Assets relevant to the Services	X	
38. Establish, maintain and provide a contract register for all contracts relevant to the Services	X	
39. Approve asset register and contract register		X
40. Provide the Vendor data to a Third Party benchmarking provider for use in conducting periodic cost and performance benchmark comparison	X	
41. Monitor and manage financial administration practices and procedures associated with the Agreement		X
42. Provide data in order to conduct charge back activities to County agencies and departments per the County requirements	X	
43. Identify billing disparities and issues, develop and implement corrective actions	X	
44. Identify billing disparities and approve Vendor's corrective actions		X
45. Provide a monthly report of Services consumed and any variances to plan	X	
46. Maintain an audit trail and records of all costs incurred under the Agreement	X	
47. Develop plans to ensure that all unnecessary costs are eliminated, and that costs are managed in an efficient manner	X	
48. Approve all plans to ensure that all unnecessary costs are eliminated, and that costs are managed in an efficient manner		X
49. Track return on investment for all Services from contract inception onward	X	
50. Maintain full records of assets (including ownership) used to support the delivery of Services under the Agreement and, upon request, make such records available to the County for review	X	
Performance Management	Vendor	County
51. Manage and coordinate all delivery aspects of the Services	X	
52. Provide periodic written performance management reports to the County on SLRs and conduct periodic scheduled and ad hoc review meetings as required	X	
53. Review and monitor the Vendor performance against SLRs, return-on-investment metrics, performance improvement plans and industry benchmarks		X
54. Ensure the Vendor's understanding of and adherence to SLRs and any implementations of required changes to achieve such SLRs	X	
55. Ensure in-scope technical solutions are consistent with the County's business strategy and architecture	X	
56. Ensure that Vendor performance meets County business requirements	X	
57. Conduct a formal review and report on root causes of service delivery or other relationship related matters, and document such findings per the requirements in Schedule 2	X	
Innovation Management	Vendor	County
58. Develop recommendations for innovative approaches to better meet the County's business requirements in each of the Service Areas	X	

59. Formally present information and ideas of potential benefit to the County no less than once every 6 months	X	
60. Participate in meetings and presentations with Vendor		X
61. Review and approve innovation-based solutions recommended by the Vendor		X
62. Implement County-approved innovations	X	
Personnel Resource Management	Vendor	County
63. Ensure that staffing, technology and skill levels are adequate to achieve contract objectives	X	
64. Inform the County of any potential Key Personnel staffing changes and of any new personnel assignments planned for new projects and Services	X	
65. Review and authorize the Key Personnel changes to existing Services and personnel for new projects and Services		X
66. Recommend subcontractors for delivery of Services, if applicable	X	
67. Approve recommended subcontractors in the County's sole discretion		X
Integration Management	Vendor	County
68. Provide information on integration requirements		X
69. Define integration solutions	X	
70. Approve integration solutions		X
71. Provide recommendations for overall IT architecture, implementation strategies and Third Party integration strategies for in-scope Services in support of the strategic IT plan	X	
72. Review and authorize IT architecture recommendations, implementation strategies and Third Party integration strategies for in-scope Services		X
73. Coordinate and participate in operational governance processes between the County and the Vendor as required	X	
74. Develop Operating Level Agreements (OLAs) between Third Parties and the Vendor if other Third Party providers of services are providing services that impinge upon those defined in the Agreement	X	
Customer Satisfaction Management	Vendor	County
75. Conduct Customer Satisfaction and End User Satisfaction surveys	X	
76. Participate in and review Customer Satisfaction and End User Satisfaction surveys		X
77. Participate in regular reviews of the risk exposure of the relationship and overall transaction between County and Vendor	X	
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