

SCHEDULE K

GOVERNANCE

	Change Order #	Effective Date
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1. **Management Meetings.** There shall be monthly meetings of the Management Committee during the Transition Period and quarterly meetings thereafter. The purpose of such meetings shall be to (1) track the progress of the Detailed Transition Plan, including performance against the Transition Critical Milestone Schedule, (2) agree to mutually agreed modifications to the Detailed Transition Plan and any impact on the Transition Critical Milestone Schedule, (3) review Contractor's performance of the Services Levels, (4) resolve disputes, (5) track the progress of the Additional Services and other projects, (6) coordinate and plan for any new hardware or software acquisitions and service deployments, and (7) address any other matters properly brought before the Management Committee. Members of the Management Committee may participate in such meetings by telephone conference call if desired.

2. **Management Committee.** "*Management Committee*" shall be a committee comprised of ten members, five of whom shall be appointed by Commonwealth and five of whom shall be appointed by Contractor from Contractor's executive management staff. Commonwealth and Contractor shall each have one (1) vote with respect to matters that are brought before the Management Committee for resolution. Commonwealth shall designate one of its members on the Management Committee to act as the chairperson of the Management Committee. Both Commonwealth and Contractor can change the individuals on the Management Committee on an as-needed basis. The Management Committee shall be authorized and responsible for (1) generally overseeing the performance of this Contract, (2) providing input and advise to the Governor's Office of Administration regarding Commonwealth's strategic and tactical decisions in respect of the Services, the Systems and any other aspect of the business relationship between Commonwealth and Contractor under this Contract, and (3) monitoring and attempting to resolve disputes regarding the provision of the Services and the Services Levels.

3. **Management Procedures Manual.** For each Commonwealth Agency and as part of the Services, Contractor shall establish procedures pursuant to which Contractor proposes that policies of Commonwealth and Contractor will be adhered to during the Outsource Term for that Commonwealth Agency, and shall deliver to Commonwealth, not later than thirty (30) days prior to the commencement of the activities contemplated under the Transition Plan for that Commonwealth Agency, for Commonwealth's approval or comment, a draft Management Procedures Manual for that Commonwealth Agency generally summarizing (1) the Services, (2) the computer hardware and software environments in which, and the various Services Locations at which, the Services will be performed, (3) the documentation, if any, which provides further details regarding the Services, (4) the procedures Contractor intends to use, and the activities Contractor proposes to undertake, in order to manage the Services, and (5) the procedures of a management reporting system that Contractor will use to manage this Contract and communicate to and with Commonwealth.

Commonwealth may, at its request, participate to whatever degree it desires in the preparation of the draft Management Procedures Manual. Contractor may periodically propose and, at the request of Commonwealth, shall promptly propose updates of the Management Procedures Manual to reflect any changes in the operations or procedures described therein, all of which proposed changes shall be subject to Commonwealth's approval or comment.