

**Schedule G**  
**Governance**

**1. Introduction**

These governance procedures describe the processes and structure that CCCERA and Contractor will use to govern the Parties' high-level interaction and management of the Services.

The governance framework includes the following:

- a framework for the resolution of problems arising from the Agreement or the Services;
- a structure for communication between CCCERA and Contractor;
- a forum for cooperative and proactive management of the Services;
- a process by which CCCERA may inform Contractor of CCCERA's business requirements and changes to such requirements;
- a process by which the Parties will review Contractor's performance of the Services;
- a process to identify and resolve potential problems and issues in advance; and
- a formal mechanism that requires Contractor to provide an action plan for resolution of issues.

**2. Oversight Project Manager**

CCCERA may engage an Oversight Project Manager ("OPM") to assist CCCERA with: (1) assessing project methodologies, planning, and execution; (2) assessing implementation quality; (3) evaluating quality and compliance of deliverables; (4) providing input into the design process, by defining scenarios or use cases to carry out the design and testing efforts of the implementation; and (5) providing project management support to CCCERA in its own planning efforts and assist in the completion of its own tasks.

The OPM will also assist CCCERA in developing and implementing the following project monitoring procedures:

- schedule monitoring
- scope monitoring
- budget monitoring
- quality assurance monitoring.

Contractor will provide all written project materials (e.g., statements of work, project plans and schedules, design documents, test materials, training materials, form and letter templates) directly

to the designated CCCERA Project Manager for review and approval, with a copy to the OPM and any others CCCERA may designate to assist it. CCCERA will have the OPM review all such materials and provide suggestions and comments in the same time frame, and in the same manner, as will CCCERA Personnel.

All Deliverables (except software) will be housed and managed in Microsoft SharePoint with secured access limited only to Contractor and CCCERA (and others designated by CCCERA acting on its behalf, including the OPM). The deliveries of such project materials will be made through email notification. The documents being delivered must be complete, i.e. no “embedding” of documents using “shortcuts” unless they can be opened after being transmitted through the internet. Contractor will compress or “zip” all significant files to decrease file size if necessary. CCCERA will provide Contractor with e-mail addresses and distribution lists for submission of the various project materials.

### **3. Oversight Team**

The Parties will form a team (“Oversight Team”) to manage the project, to include the following participants:

<u>CCCERA</u>	<u>Contractor</u>
Member Services Manager	[Contractor Project Manager]
Deputy Chief Executive Officer	[identify others]
Information Technology Manager	
Retirement Services Manager	
Accounting Manager	
Admin/HR Manager	
Member Services Supervisor	
Segal Consulting	

Additional participants may be invited on an as-needed basis.

The Oversight Team will meet on a bi-weekly basis unless otherwise agreed by the Parties. CCCERA’s Project Manager may request more frequent meetings as deemed warranted. The primary functions of the Oversight Team are to:

- bring together major stakeholders in the project on a regular basis;
- monitor the progress of the project as it relates to the overall project work plan;
- facilitate the resolution of disputes or provide additional clarification of issues at the highest level; and
- encourage collaboration among all participants in the project.

With respect to all Oversight Team meetings, Contractor will:

- prepare a specific, detailed meeting agenda and distribute it to all meeting participants at least 3 business days prior to each meeting with CCCERA, unless emergencies or similar circumstances do not permit this, in which case Contractor will prepare and distribute the agenda as soon in advance of the meeting as reasonably possible. All meetings will be scheduled no less than one week in advance unless otherwise agreed by the Contractor and CCCERA or required due to emergencies and similar circumstances, to ensure effective meetings;
- include in each agenda a description of the results or objectives that are expected from the meeting (e.g., design of a particular new system output, clarification of requirements in the RFP); and
- prepare minutes of all meetings and distribute them within two business days after each meeting.

#### **4. Issue Resolution and Escalation**

The purpose of resolution and escalation procedures is to define the optimal path for escalation of issues and to ensure that decisions are made at an appropriate level. No issue will be deemed resolved unless both Parties agree on the resolution.

The Oversight Team will have the authority to resolve issues that are not resolved at the working relationship level by the Parties' respective service delivery teams. The Oversight Team may approve solutions that have a non-financial impact. Once presented with an issue, the Oversight Team will:

- analyze the issue and conduct additional research if required; and
- make a decision that resolves the issue or escalate as deemed appropriate and notify for further action by relevant stakeholders within agreed upon time frames.

The disposition of each issue will be updated in a log and in appropriate communication channels.

Except as otherwise provided in the Agreement, either Party may initiate litigation for a specific issue, in accordance with Section 25.16 of the Agreement, in the event it is not resolved by the Oversight Team within 60 days after first being submitted to it for resolution.

#### **5. Reports**

##### **5.1. Status Information**

Contractor will promptly upload to the project SharePoint site information regarding project workflow, action items, issue resolutions, and other information needed to enable CCCERA to ascertain the status of the project on an ongoing basis at any time, using the tool and containing the information specified in Section \_\_\_ of the RFP and as further described in Section \_\_\_ of the Proposal.

##### **5.2. Bi-weekly Status Reports**

Contractor will submit written bi-weekly reports to CCCERA on the status of the project status. CCCERA may elect to receive these reports on a weekly basis, on notice to Contractor. The status reports must include separate sections that cover all parallel parts, phases, or aspects that were in progress or had been completed during the reporting period or that will be begun during the next reporting period. If the project becomes materially delayed, CCCERA may require that these reports be delivered by Contractor on a weekly basis.

The status reports must be available to the CCCERA Project Manager by 5:00 PM Pacific Time Monday of the week following the reporting period. For bi-weekly reports, the reporting period ends at close of business on every other Friday, and for weekly reports at close of business on every Friday. Each report will address the following subject areas:

- (1) Overall Project Summary
  - Narrative assessment of the project status
  - Project dashboard indicating metrics for schedule, quality, budget, risk.
- (2) Project phase and task status / progress reports in which:
  - Project status is described at the individual, team, and project levels
  - All reported items tie back to deliverables and work breakdown structure in the project work plan
  - Tasks performed during period, status of each, and remaining work
  - For any schedule changes, analysis of current status relative to work plan graphically shown by chart overlays or a similar technique in the weekly status reports, using an automated tool such as Microsoft Project
  - Schedules and work plans are updated if necessary, showing both the old and new versions
  - Task schedule for the next period, and any deviations from the original plan
- (3) Narrative status / progress reports outlining:
  - Problems encountered and proposed solutions
  - Problems anticipated in coming reporting periods and proposed solutions (alternatives)

- Any other points of significance relating to schedule or other aspects of the project
  - Overall project status shown in a chart form with sub-phases identified.
- (4) Ad hoc status / progress information.
- (5) Project metrics – during various project phases:
- Action item summaries
  - Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks
  - An analysis of risk anticipated, proposed mitigation strategies and resolved risks
  - Proposed changes to the project schedule, if any
  - Specification development – in process, in review, rejected, accepted, in rework
  - Test – available for test, in test, accepted, rejected, in rework, in retest
  - Any other relevant information.

These status reports will follow the format of the sample status report attached to this Schedule as Attachment 1.

## **6. Service Locations**

Some Contractor development will be conducted outside the United States, and some support will be provided from outside the United States. All data accessed by Contractor outside the United States will be de-identified and Contractor will comply with Schedule O in connection therewith. No CCCERA Confidential Information, including without limitation any personal identifiable information, will be maintained, stored, or accessed at or from any location outside the United States.

## **7. CCCERA Facilities**

CCCERA will provide Contractor with office space sufficient for up to 6 dedicated Contractor Personnel. Additional space may be made available on an as-needed basis but will not be dedicated to any individual for any specified period of time. Internet access and telephone service will be provided at each desk. Access to the CCCERA current processing environment through CCCERA-provided workstations and copying facilities will also be provided.

Contractor must provide laptops and cell phones for Contractor Personnel. CCCERA will provide appropriate connectivity to the CCCERA network as needed. Contractor will be fully responsible for all costs and losses suffered from any fault in the CCCERA network (virus, worm, etc.) caused by Contractor's use of the CCCERA facilities. Contractor will comply with all of the CCCERA policies and procedures including but not limited to the Confidentiality policy, the Technology Usage policy, the visitor procedures, etc.

**Attachment 1**  
**Status Report Format**

**Iteration:**

**Project Director:**

**Project Sponsor:**

**Project Manager:**

**Project Status:**

**Planned Project Completion:**

**Expected Project Completion:**

**Increment 1 & 2 Status:**

**Increment 1 & 2 Planned Completion:**

**Increment 1 & 2 Expected Completion:**

<b>DASHBOARD SUMMARY</b>
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