

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GARTNER, INC.

This Agreement is entered into this _____ day of _____, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Gartner, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of finance consulting services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Performance Metrics

Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED SIXTY-SIX THOUSAND DOLLARS (\$366,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Chief Financial Officer or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2025, through March 31, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

Contractor owns and retains all rights to the Services not expressly granted to County. Only the individuals named in the Service Order (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. County agrees to review and comply with the Contractor Usage Policy, which is accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, the Contractor Usage Policy describes how County may substitute Licensed Users, excerpt from and/or share Contractor research documents within the County internally, and quote or excerpt from the Services externally.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither

Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third party claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the terms of the attached Business Associate Agreement if applicable and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all

liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain

such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence, shall not be limited, reduced, or otherwise affected by any limitations of liability in this Agreement and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center (SMMC) retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such

duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it

hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Access and Retention of Books and Records

Upon written request of the Secretary of Health and Human Services, the Comptroller General, or County, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo Medical Center
Attn: Chief Operations Officer
222 W 39th Ave
San Mateo, CA 94403[insert]

In the case of Contractor, to:

Name/Title: Gartner Inc
Address: 56 Top Gallant Rd, Stamford, CT 06902
Email: grazy.fangmeier@gartner.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Disentanglement

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County,

including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

21. Disaster and Emergency Response Plan

Contractor will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which Contractor provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

Contractor shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. Contractor shall respond reasonably promptly to any comments or requests for revisions that the County provides to Contractor regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. Contractor shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

Contractor shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. Contractor shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

22. Hospital and Clinics Credentialing Program

Contractor and Contractor representatives visiting or entering the San Mateo Medical Center (SMMC) main campus or any of its satellite clinics are required to register with SMMC's Vendor Credentialing Program prior to conducting business onsite. It is important that each Contractor representative registers individually in order to maintain the confidentiality of their personal credentials and to ensure ongoing access to our facilities. More information regarding SMMC's updated credentialing and on-site visit requirements can be found on SMMC's profile page through <https://login.ghx.com>

23. Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. COUNTY RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT COUNTY MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. COUNTY UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

24. Confidential Information

Each party agrees to keep confidential any information communicated by the other party in connection with these Service Terms that (i) is clearly marked confidential if provided in written form, (ii) is preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure, or (iii) can be determined to be confidential by a reasonable person based upon the nature of the information disclosed and the circumstance of disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by the receiving party; (3) entered the public domain through no fault of the receiving party subsequent to the disclosing party's communication to the receiving party; (4) is in the receiving party's possession free of any obligation of confidence at the time of the

disclosing party's communication to the receiving party; or (5) is communicated by the disclosing party to a third party free of any obligation of confidence. Additionally, the receiving party may disclose such information to the extent required by legal process.


Contractor recognizes that County is a public agency and subject to the California Public Records Act ("PRA"), Government Code §§7920.000, et seq. Contractor will work with County to provide necessary information (e.g., a copy of the Agreement with Contractor's Confidential Information redacted for County's response to a PRA request) to facilitate County's timely meeting County's legal obligations with respect to any legally required disclosure. If requested pursuant to a PRA request to disclose the redacted copy of the Agreement referenced in the immediately preceding sentence or any documents which contain Contractor's Confidential Information, County will give Contractor notice and a copy of such PRA request at least seven (7) days prior to the applicable statutory deadline to which County are required to produce records responsive to such request so that Contractor may review the requested records. Contractor may request County withhold, or redact those portions of, such records that Contractor asserts are confidential or exempt from disclosure as provided under California law except that this Agreement, its terms, and the prices charged to County shall not be confidential or considered Confidential Information. Prior to any required disclosure, County and Contractor will discuss how County are responding and Contractor may seek a protective order, and County will reasonably cooperate with Contractor's efforts to protect any Contractor Confidential Information against disclosure, provided that in no event will County be required to initiate legal action to avoid the disclosure. If a requestor seeks to obtain the redacted information through a court proceeding, County will promptly notify Contractor allowing Contractor reasonable time to oppose such request. If, after Contractor receives notice in accordance with the preceding sentence, County is required to disclose such information by court order, then County may disclose such information pursuant to the requirements of the statute and such binding court order (except if Contractor may seek a stay of such court order, then not until Contractor's time to seek such stay has expired or the stay is finally denied). In the event that Contractor does timely file with a court of law to seek a protective order, only following the final judgment in such action, or earlier with Contractor's written consent or if Contractor's time to obtain such protective order has expired, may County disclose such information as required by law. In any court proceeding to restrict disclosure of Contractor's Confidential Information pursuant to a PRA request, Contractor will not unreasonably withhold its consent if County seeks to excuse itself from such proceeding, provided such excusal does not limit Contractor's ability to seek, assert, or enforce a protective order. Contractor agrees to defend, indemnify, and hold County harmless from any costs (including attorneys' fees) and damages claimed to be owed to the requestor under the PRA that are directly and proximately caused by County not disclosing, at Contractor's request, any document or portion thereof, to the extent such costs and damages are incurred during the period of beginning when County refuse to disclose such document or portion thereof at Contractor's request until the time that Contractor directs County to release such document or portion thereof (or, if Contractor fails to do so, until such costs and damages otherwise cease to be incurred); provided, however, that (i) County promptly notify Contractor in writing of any PRA request or other attempt to compel production of such Contractor's Confidential Information, promptly provide Contractor with the information reasonably required

for the defense of the same, and grant Contractor exclusive control over the defense and settlement of the claim, and (ii) County have not, without Contractor's express written consent or a valid court order (except if Contractor may seek a stay of such court order, then not until Contractor's time to seek such stay has expired or the stay is finally denied), disclosed to any third party such Contractor's Confidential Information that Contractor has requested not to be disclosed.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Gartner, Inc.

| | | |
|--|----------------|--|
| <div>Signed by:  8860C4B72E934FF...</div> | April 22, 2025 | Grazy Fangmeier Sr. Contracts Specialist |
| Contractor Signature | Date | Contractor Name (please print) |

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. Research and Analysis

- a. Conduct market research to identify trends, opportunities, and potential challenges that impact key financial initiatives.
- b. Provide peer benchmark data to assess operational efficiency, organizational maturity, and financial performance.
- c. Access to tools and templates to guide execution of initiatives
- d. Contractor may provide County with access to the following:
 - i. Gartner Hype Cycles: a graphic representation of the maturity an adoption of technologies and applications, explaining how they are potentially relevant to solving real business problems helping SMMC understand the risks and opportunities of an innovation. Hype Cycles chart the path an innovation takes from when it first enters the market to when a typical business or enterprise is likely to benefit from it.
 - ii. Gartner Scores — Interactive maturity assessments that enable leaders to measure, prioritize and improve their function's performance on critical activities. For example, unlike other maturity assessments, the Gartner Digital Finance Score for Public Sector Organizations can measure SMMC's digital finance capabilities within the context of enterprise culture, behaviors and capacity for leadership. Gartner offers Score assessments for nearly every function across the enterprise, including multiple different Finance functions. Gartner Scores will enable SMMC to gain insight into a particular function's current capabilities and maturity gaps and review customized step-by-step maturity roadmaps that provide resources and recommendations to help SMMC advance the function.
 - iii. Gartner Magic Quadrants — Unbiased, interactive assessments of how well technology providers within the same market are performing against a uniform set of evaluation criteria. Magic Quadrants are the culmination of Gartner research in a specific market that give a wide-angle view of the relative positions of the market's competitors. Magic Quadrants will enable SMMC to learn about competing technology providers and their ability to deliver on what SMMC requires, compare a technology provider's strengths and challenges with SMMC's specific needs and priorities by customizing the Magic Quadrant view to reflect its unique context and create a customized view of a market based on the evaluation criteria most important to SMMC.
 - iv. Gartner Critical Capabilities — Supplemental tools that provide deeper insight into vendor product or service offerings and how these rate against common client-usage scenarios. This essential companion to the Gartner Magic Quadrant will enable SMMC to map provider strengths and challenges against specific

business requirements, narrow its focus on the product and service criteria most important to SMMC, create a personalized experience with customized use cases based on SMMC's unique needs and requirements and integrate information into SMMC's workflow and decision-making process to save time.

- v. Gartner Market Guides — Independent, objective perspectives on the vendors, trends and significant attributes of early, mature or smaller markets. Market Guides will enable SMMC to monitor emerging trends, market dynamics and notable vendors while surveying the types of provider options in the market and understanding how offerings are likely to evolve, manage the risk of investing in an emerging market with insight into its direction and potential, support the argument for allowing an emerging market to further evolve before making a commitment and understand how the status or capabilities of a market align to SMMC's future plans.
- vi. Gartner Vendor Ratings — Objective ratings based on a consistent, unbiased methodology to rate technology providers, including large, small, public and private technology providers. Vendor Ratings assess various aspects of a technology provider, such as its products, support, pricing, technology, strategy, organization, marketing and financials. Gartner Vendor Ratings will enable SMMC to understand how products and services stack up, conduct quick comparisons across providers and support key purchase and investment decisions by assessing the health of SMMC's provider portfolio.
- e. Upon completion of the assessment, Contractor shall provide receive a benchmarking comparison report to the County that analyzes total function spending, personnel spending, technology spending, external services spending and staffing across six different business functions including Finance, IT, Human Resources, Marketing, Sales and Legal.

2. Advisory Services:

- a. Access to expert advisors to support SMMC's critical projects
- b. Provide relevant content, data, and advice to identify areas for efficiency gains and process optimization.
- c. Strategy sessions to evaluate plans in support of major initiatives Leadership development workshops to enhance leadership skills and decision-making capabilities.
- d. Individual coaching sessions for senior executives to address specific challenges and career goals.
- e. To help County implement and act on Contractor's research to advance mission-critical priorities efficiently and effectively, County will have unmetered access to members of Contractor's global team of research experts in through 30-minute inquiry sessions to discuss research and industry trends, review important documents or diagnose business challenges. Each Contractor research expert is an industry thought-leader responsible for publishing and contextualizing research on their area of expertise. They work directly with both Contractor clients and vendor organizations, meaning Contractor experts have broad insight into the technology industry while maintaining true subject matter expertise.

- f. Beyond helping to identify strategies that will improve outcomes, Contractor will equip County in strategy execution through content, data and advice to identify areas for efficiency gains and process optimization through best practice case studies, interactive function maturity assessments and strategy document review and advice from subject matter experts.
 - g. Strategy Sessions: Throughout the period of performance, SMMC's CFO/Acting CIO will be paired with a Gartner Executive Partner, an experienced executive advisor with extensive relevant experience in the C-suite or senior leadership within the commercial or government sector, similar to the role of SMMC's CFO/Acting CIO. Throughout the life of the contract, SMMC's Executive Partner will meet with the CFO/Acting CIO regularly through virtual strategy sessions to act as a sounding board, working alongside SMMC's CFO/Acting CIO to build a customized Value Plan centered on County's and SMMC's major initiatives. The Executive Partner will help SMMC to identify, define, develop and prioritize specific opportunities and challenges while providing insights and recommendations in the context of the SMMC organization. Collaborating with County's Executive Partner will give the CFO/Acting CIO an objective, third-party viewpoint, shifting perspectives by challenging common assumptions and by introducing new ideas, best practices and innovation.
 - h. Individual Coaching Sessions: As stated previously, SMMC's Executive Partner will provide periodic individual coaching sessions for the CFO/Acting CIO. The Gartner Executive Partner that will be paired with SMMC's CFO/Acting CIO will have direct experience navigating similar challenges and pursuing similar objectives, enabling the Executive Partner to mentor SMMC's CFO/Acting CIO, build leadership development skills and enhance decision-making capabilities driven by industry expertise and executive leadership experience. SMMC's Executive Partner will coordinate with the CFO/Acting CIO to create an individual development plan identifying areas of focus for leadership development skills. On a quarterly basis, SMMC's CFO/Acting CIO and Executive Partner can track progress, identify new opportunities and discuss recommendations for improvement through individual coaching teleconferences.
3. Conferences and Events:
- a. Relevant industry/professional conferences to gather insights and network with colleagues.
 - b. Research findings and thought leadership at conferences and webinars.
 - c. Executive roundtables or workshops on specific business topics.
 - d. The Gartner CFO & Finance Executive Conference is a two-day conference solely focused on the overall Finance function and related topics, held in National Harbor, MD. Designed to address the actual challenges and scenarios our clients face, The Gartner CFO & Finance Executive Conference features an engaging agenda fueled by comprehensive feedback from Contractor clients and cutting-edge research aligned to organizational roles, projects or initiatives. This two-day seminar presents in-depth analysis and unbiased insight on a variety of finance key initiatives and hot topics critical to the success of the business.
 - e. In addition to the Gartner CFO & Finance Executive Conference, Contractor provides opportunities for to seek additional insight on research findings from Contractor thought leaders through live and on-demand webinars. All SMMC personnel, including non-licensed users, can participate in live Gartner webinars and have access to a library of

on-demand webinars on gartner.com. This extends the value of Gartner to the entire SMMC organization, without travel or training expenses.

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Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

| Gartner Solution | Qty | Period | Unit Price | Total |
|---|------------|-------------------------------|-------------------|------------------|
| Year One | | | | |
| Gartner for Chief Financial Officers Team — Team Leader | 1 | 1 April 2025 to 31 March 2026 | \$97,400 | \$97,400 |
| Gartner for Chief Financial Officers Team — Advisor Team Member | 2 | 1 April 2025 to 31 March 2026 | \$38,500 | \$77,000 |
| Gartner Finance News and Insight | 5 | 1 April 2025 to 31 March 2026 | NSP*** | NSP*** |
| Year One Subtotal | | | | \$174,400 |
| Year Two | | | | |
| Gartner for Chief Financial Officers Team — Team Leader | 1 | 1 April 2026 to 31 March 2027 | \$114,600 | \$114,600 |
| Gartner for Chief Financial Officers Team — Advisor Team Member | 2 | 1 April 2026 to 31 March 2027 | \$38,500 | \$77,000 |
| Gartner Finance News and Insight | 5 | 1 April 2026 to 31 March 2027 | NSP*** | NSP*** |
| Year Two Subtotal | | | | \$191,600 |
| Total | | | | \$366,000 |

***Gartner Finance News and Insight is not separately priced (NSP).

Service Descriptions

| Service Name/ Level of Access | Service Description URL |
|--|---|
| Finance News and Insight Subscription | http://sd.gartner.com/gartner_news_insight.pdf |
| Gartner for Chief Financial Officers Team Leader | http://sd.gartner.com/sd_cfo_team_leader.pdf |

| | |
|---|---|
| Gartner for Chief Financial Officers Team Advisor Member | http://sd.gartner.com/sd_cfo_team_advisor_member.pdf |
|---|---|

Exhibit C

Performance Metrics

County will measure Contractor performance of the services in accordance with the procedures set forth by the performance indicators below. Contractor acknowledges that the performance indicators are a reasonable minimum standard by which to measure Contractor performance of the services.

Contractor shall provide access to services when requested 100% of the time.

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EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing San Mateo Medical Center's (SMMC) commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor will comply with all Federal, State or other governmental health care program requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Contractor, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Contractor to this Code of Conduct, and has committed Contractor to comply with this Code of Conduct.