Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-13473

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 2 to the agreement with Gartner, Inc. for subscription-based access to information technology research, extending the agreement an additional one (1) year period (April 1, 2018 through March 31, 2019) for a revised full term of April 1, 2016 through March 31, 2019, and adding $91,900 for a revised total agreement amount not to exceed $266,800.

PASSED AND ADOPTED on this 20th day of March 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting March 20, 2018.

Dated: March 26, 2018
File ID: A 18-074

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By _Denise Hancock_
Deputy

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN GARTNER, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
Subscription-based Access to Information Technology Research

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on April 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Gartner, Inc. (hereinafter "CONTRACTOR" or "Gartner"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for subscription-based access to Information Technology research with a term April 1, 2016 through March 31, 2017 and a total Agreement amount not to exceed $86,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 1, effective April 1, 2017, to extend the term for an additional one year period through March 31, 2018 and to add an additional $88,900 for the added year subscription cost, thereby increasing the total Agreement amount to $174,900; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through March 31, 2019 to allow for the subscription to continue at an annual cost of $91,900 for a revised total Agreement amount of $266,800 and with an updated Scope of Services attached hereto as Exhibit A-3 as per Amendment No. 2.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Agreement and in Amendment No. 1, incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-3 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of $266,800."

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from April 1, 2016 through March 31, 2019 unless sooner terminated pursuant to the terms of this Agreement."

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3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A: Scope of Services/Payment Provisions
   Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1
   Exhibit A-2: Gartner's Usage Policy as per Amendment no. 1
   Exhibit A-3: revised Scope of Services/Payment Provisions as per Amendment No. 2 (Service Description herein are provided only as exhibits)

4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

6. This Amendment No. 2 shall be effective on April 1, 2018.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

<table>
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NATIVIDAD MEDICAL CENTER

By: _____
        for   Gary R. Gray, DO, CEO

Date: _____3 - 23 -18_____

APPROVED AS TO LEGAL PROVISIONS

By: _____
        Monterey County Deputy County Counsel

Date: _____March 8, 2018_____

APPROVED AS TO FISCAL PROVISIONS

By: _____
        Monterey County Deputy Auditor/Controller

Date: _____3-9-18_____

</td><td>

CONTRACTOR

GARTNER, INC.
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Marita E. Hume
Managing Vice President
Name and Title

Date: _____2- 15- 2018_____

By: _____
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Lisa LoCascio, SVP Controller
Name and Title

Date: _____2-15-2018_____

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Instructions

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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EXHIBIT A-3 REVISED SCOPE OF SERVICES/PAYMENT PROVISIONS
as attached to Amendment No. 2

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Executive Programs Leadership Team	Leader	1	Ari Entin	01-APR-2018	31-MAR-2019		
Executive Programs Leadership Team	Essentials Member	1	Chad Harris	01-APR-2018	31-MAR-2019		
				Term Total	(Excluding applicable taxes)		$91,900.00
				Total Services:	(Excluding applicable taxes)		$91,900.00

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2. SERVICE DESCRIPTIONS: <u>See following pages</u>

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM: LEADER

Executive Programs Leadership Team: Leader (the "Service") is designed for the most senior technology executive in the client organization, typically the CIO, and his or her leadership team. The Service provides client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Member Service.

DELIVERABLES
The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Team Workshop
- Access to Analysts
- Analyst Briefing
- Symposium/ITxpo® with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking

- Leadership Development Research and Related Content
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES
1. **Assigned Service Delivery Team**
   An Executive Partner with past experience in senior technology executive roles and a Team Client Manager will serve as the Leader's primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives ("Leader Agenda"). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

   Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader's peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

   The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Value Reviews**
   The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.

Service Description: Executive Programs Leadership Team: Leader, Version 5.1, April 2017 — Page 1 of 3

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3. **Team Workshop**
   A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises, facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

4. **Access to Analysts**
   Analyst Inquiry for the Leader – Provides access to Gartner Analysts who are associated with this Service. Participation is limited to the Gartner Analyst, the Leader, and Team Members. The Leader must be present on the Inquiry call and lead the Inquiry discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in Analyst Inquiry non-Team Members from within Client organization.
   Prioritized Analyst Scheduling – The Leader is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.
   Analyst Briefing – One (1) briefing session per contract period with a Gartner Analyst, delivered at client discretion remotely or onsite, not to exceed four (4) hours. The session may include Team Members and others from the client's organization, up to a total of 25 (twenty-five) participants.

5. **Events**
   Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements and Executive Programs VIP access.
   Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.
   As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

6. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders and CEOs.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.
   Offline Meetups – Access to designated lounges at Symposium/ITxpo.
   Facilitated Networking — Executive Partner will upon request set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

7. **Leadership Development Research and Related Content** – Customized professional development content for the development of technology leaders, targeted to Team Members.

8. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

9. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

10. **Executive Programs Research and Related Content**
    Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas

Service Description: Executive Programs Leadership Team: Leader, Version 5.1, April 2017 — Page 2 of 3

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where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

Note: For all Research Access (Numbers 7, 8, 9 and 10 above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

11. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Use of the Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services) and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

Service Description: Executive Programs Leadership Team: Leader, Version 5.1, April 2017 — Page 3 of 3

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
ESSENTIALS TEAM MEMBER

Executive Programs Leadership Team: Essentials Team Member (the "Service") permits the client to identify an essentials team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

DELIVERABLES
The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Essentials Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Peer Networking
- Gartner for IT Leaders Research and Related Content

- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Team Client Manager**
   A Team Client Manager will serve as the Essentials Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. **Team Workshop** – Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. **Access to Analysts**
   Analyst Inquiry for the Essentials Team Member – Essentials Team Member(s) may participate in Analyst Inquiry provided the Inquiry sessions are requested and moderated by Leader. The Leader must be present on the Inquiry call and manage and lead the Inquiry discussion and questions in order to advance the Leader Agenda.

4. **Peer Networking**
   Peer Directory – Access to searchable directory of senior technology leaders.
   Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

5. **Gartner for IT Leaders Research and Related Content**
   Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

Service Description: Executive Programs Leadership Team: Essentials Team Member, Version 4.0, April 2017 — *Page 1 of 2*

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6. **IT Key Metrics Data**
   Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

7. **Executive Programs Research and Related Content**
   Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
   Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

8. **Leadership Development Research and Related Content** – Customized professional development content for technology leaders, targeted to Team Members.

   The Essentials Team Member (i) may open an unmetered number of Weekly Picks, News Analysis, and Webinars; and (ii) is entitled to access Gartner Research documents from the Gartner for IT Leaders, Executive Programs and Leadership Development Research Deliverables above, as follows:
   1. Shared Document Allocation – Shared access to a total document allocation among all Essentials Team Members equal to 20 (twenty) Gartner Research documents times the number of Essentials Team Members on the Team.
   2. Reversals – Up to 20 (twenty) reversals (to reverse a debit of specific Gartner Research documents) during the contract term.

9. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS
Use of the Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services) and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

Service Description: Executive Programs Leadership Team: Essentials Team Member, Version 4.0, April 2017 — Page 2 of 2

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