

Dane County Contract Cover Sheet

Revised 07/2023

BAF # 24025
 Acct: Bush
 Mgr: Clemens
 Budget Y/N: N

Res 281
 significant

Dept./Division	Dep. of Human Services/FMS		
Vendor Name	Gartner, Inc.	MUNIS #	2854
Brief Contract Title/Description	Award a major contract for electronic health record (EHR) modernization research and advisory services.		
Contract Term	01/01/2024 - 12/31/2024		
Contract Amount	\$ 300,000.00		

Contract # Admin will assign	15279
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	David Vixama, Sr Contracts Mgr
Phone #	608-242-6391	Phone #	1-239-900-8432
Email	dcdhscontracts@countyofdane.com	Email	Americascontracts.CON1@gartner.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	


MUNIS Req.	Req # 780	Org: 39000	Obj: 36302	Proj:	
	Year 2024	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	281
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2023
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2023.12.27 09:56:42 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 12.21.23

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/27/23	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, January 4, 2024 3:38 PM
To: Hicklin, Charles; Gault, David; Rogan, Megan
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15279
Attachments: 15279.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/4/2024 4:12 PM	Approve: 1/4/2024 4:12 PM
	Gault, David	Read: 1/4/2024 3:39 PM	Approve: 1/4/2024 3:43 PM
	Rogan, Megan	Read: 1/4/2024 3:40 PM	Approve: 1/4/2024 3:40 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15279
Department: Human Services
Vendor: Gartner Inc
Contract Description: Electronic Health Record (HER) Modernization Research & Advisory Services (Res 281)
Contract Term: 1/1/24 – 12/31/24
Contract Amount: \$300,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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2023 RES-281

**AWARDING CONTRACT TO GARTNER, INC
DCDHS – FISCAL & MANAGEMENT SRVCS DIVISION**

The Dane County Department of Human Services (DCDHS) Fiscal & Management Services Division requests to award a major contract for electronic health record (EHR) modernization research and advisory services to Gartner, Inc. To identify service providers, the Purchasing Division identified qualified vendors included on the State of Wisconsin cooperative agreement. This cooperative purchase will use State of Wisconsin contract # 505ENT-O21-NASPOITRSRC-02

The Department of Human Services strategic plan includes a major information system upgrade effort to identify and engage a consultant for information system modernization review and evaluation. The department interviewed two qualified vendors with cooperative contracts for IT Research and Advisory Services and assessed cost, proposals, work samples and reference feedback before selecting Gartner.

The engagement with Gartner would give the department expert analysis and guidance from a vendor with experience in systems modernization and EHR planning. Targeted consulting services are requested to produce an actionable systems infrastructure roadmap that includes recommendations for a system purchase with functionality that extends beyond clinical behavioral health service needs to include client case management support across the human service spectrum (e.g., aging, housing, transportation).

The engagement will include planning, interviews with stakeholders, analysis and deliverables of a Readiness Assessment and Recommendation Report, Business Capability Model, Electronic Health Record Solution Alternatives Analysis, and an Electronic Health Record Roadmap and Sourcing Strategy.

DCDHS is one of few Wisconsin county human services departments which is not already using a commercially purchased electronic health record system. The current DCDHS landscape includes disparate data systems with limited functionality. These systems are used to track services and submit over \$60,000,000 in Medicaid claims and authorizations annually.

The total amount of funds to be awarded in a 2024 contract to Gartner, Inc. is \$300,000. The purchase is funded with existing 2024 information system improvement funding.

NOW, THEREFORE, BE IT RESOLVED that the following contract be awarded and that the County Executive and County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County, and that the Controller is authorized to issue payments related to the execution of the contract.

<u>Vendor</u>	<u>Amount</u>
Gartner, Inc.	\$300,000

DANE COUNTY CONTRACT # 15279

Revised 06/2021



Department: Dane County Human Services
Provider: Gartner, Inc.
Expiration Date: 12/31/2024
Maximum Cost: \$300,000

Registered Agent (if applicable): Corporation Service Company
 33 East Main Street, Ste 610
 Madison WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and **Gartner, Inc.** (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison WI 53704, desires to purchase services from PROVIDER for the purpose of electronic health record (EHR) modernization research and advisory services; and

WHEREAS PROVIDER, whose address is 56 Top Gallant Road, Stamford CT 06902, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

Intellectual Property Indemnification: Upon notification of a claim against COUNTY alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, PROVIDER will defend such claim at its expense and will pay any costs or damages that may be finally awarded against COUNTY. PROVIDER will not indemnify COUNTY however, if the claim of infringement is caused by (1) COUNTY's misuse or modification of

the Deliverable; (2) COUNTY's failure to use corrections or enhancements made available by PROVIDER; (3) COUNTY's use of the Deliverable in combination with any product or information not owned or developed by PROVIDER (4) Information direction, specification or materials provided by COUNTY. If any Deliverable is, or in PROVIDER's opinion is likely to be, held to be infringing, PROVIDER shall at its expense and option either: (a) procure the right COUNTY to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to COUNTY the fees paid for such Deliverable.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the

amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous

places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

XIII. WARRANTY

(a) COUNTY warrants that PROVIDER's use of any materials furnished by COUNTY in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) PROVIDER warrants that the Deliverables, in the form provided to COUNTY, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT PROVIDER BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO COUNTY.

XIV. LIMITATION OF LIABILITY

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of PROVIDER or its employees, PROVIDER's total liability arising out of this Agreement and the provision of the Services shall be limited to a total amount of \$1,000,000.

XV. OWNERSHIP

PROVIDER shall assign to COUNTY ownership of any project Deliverable(s) originally created for and submitted to COUNTY, provided, however, that PROVIDER may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of PROVIDER's business, so long as such excerpts and data do not identify COUNTY by name or contain any of COUNTY'S confidential or proprietary information, and provided further that PROVIDER retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, PROVIDER'S copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property"). Nothing contained in this Agreement shall preclude PROVIDER from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. PROVIDER shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that PROVIDER shall not use or disclose any of COUNTY'S confidential information.

COUNTY shall retain its rights in any proprietary material that COUNTY supplies to PROVIDER. If COUNTY provides PROVIDER with materials owned or controlled by COUNTY or with use of, or access to, such materials, COUNTY grants to PROVIDER all rights and licenses that are necessary for PROVIDER to fulfill its obligations under each Statement of Work. PROVIDER grants to COUNTY for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any PROVIDER "Preexisting Intellectual Property" embodied in the Deliverables.

XVI. AUDIT

In the event COUNTY or its authorized agents carry out an audit or investigation that relates to this contract, PROVIDER undertakes to fully cooperate and facilitate the audit and/or investigation work and at the request of COUNTY, provide COUNTY or its authorized agents with access to PROVIDER'S personnel as well as any information and documents that may be required in connection with such audit and/or investigation. Should such audit and/or investigation determine that any funds paid by COUNTY have been paid in error per the terms of the Contract; PROVIDER shall reimburse such funds promptly. Where PROVIDER fails to reimburse such funds, COUNTY reserves the right to seek recovery and/or to take any other action as it deems necessary.

XVII. CONFIDENTIALITY

(a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with services provided pursuant to this Agreement and any amendments thereto, including PROVIDER Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.

(b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

DocuSigned by:
David Vixama
CCE13228C8BD44B...

December 22, 2023

David Vixama, Senior Contracts Manager

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

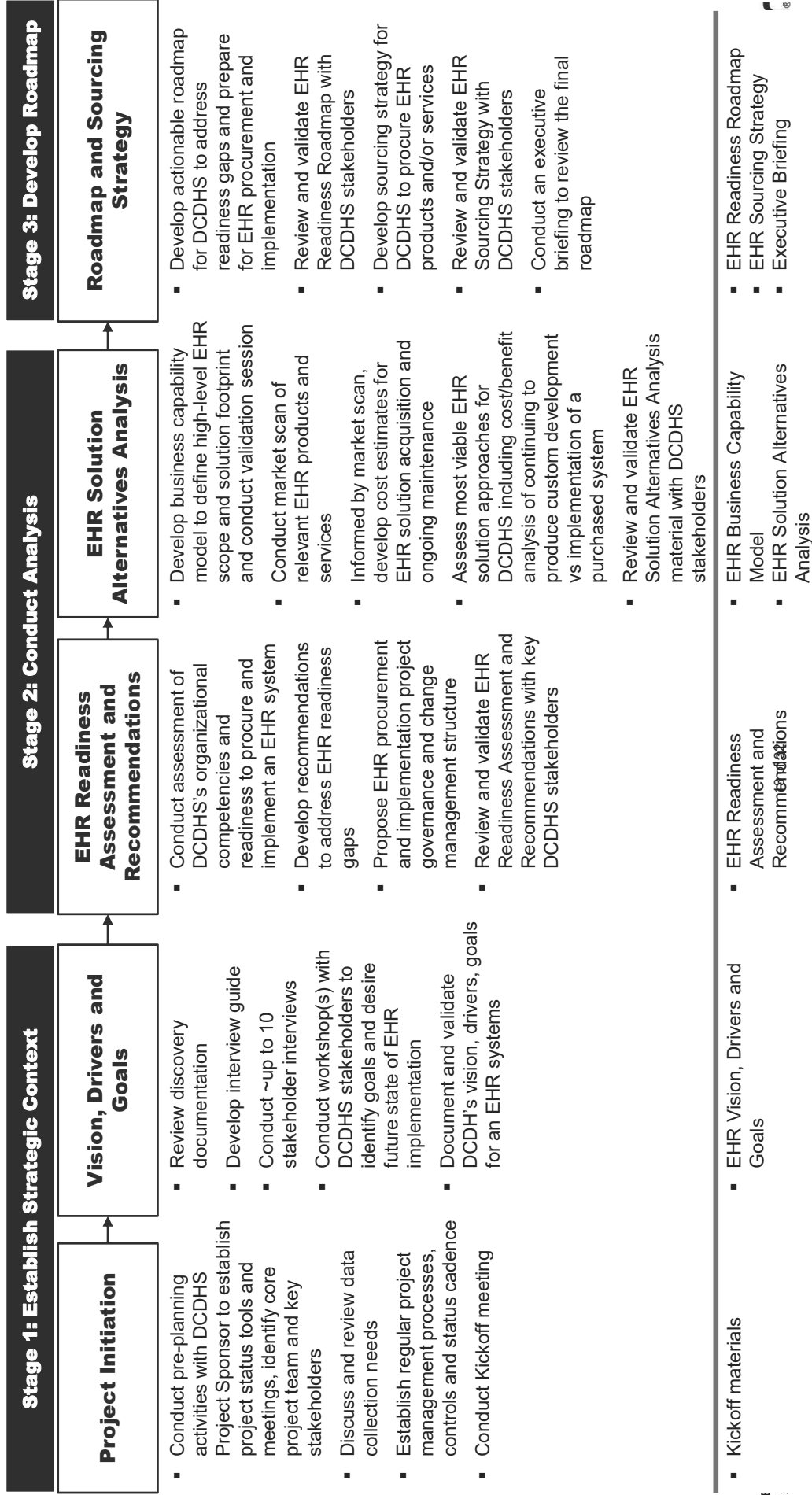
Scope of Services

PROVIDER will deliver expert IT Research and Advisory Services to COUNTY for the purpose of Dane County Department of Human Services Electronic Health Record modernization planning. PROVIDER will perform the services and deliverables described in in the Statement of Work in Attachment A. PROVIDER will initiate project within one month of receiving the signed contract.

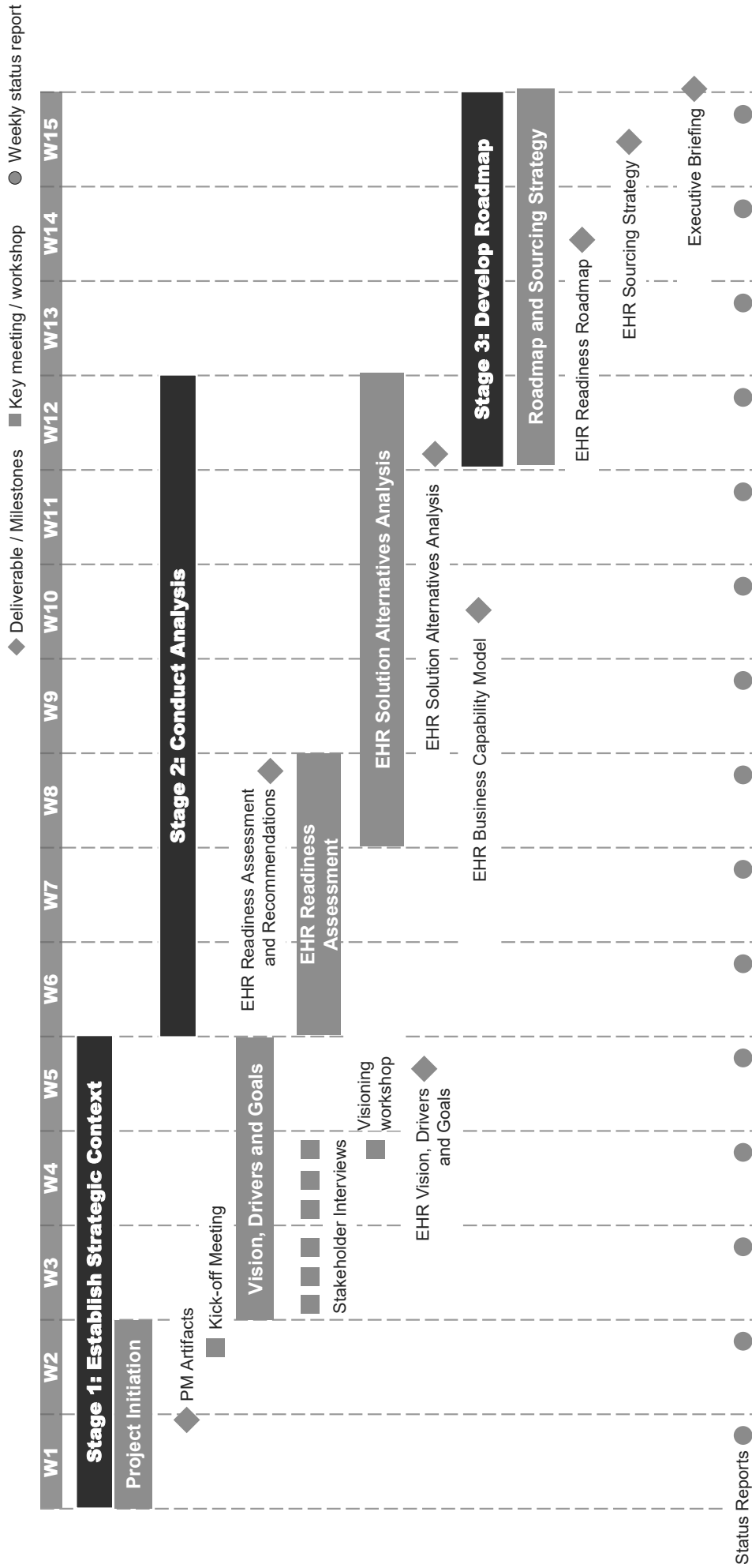
Attachment A

Statement of Work

Approach Summary



Project Timeline and Key Activities



Step 1: Project Initiation

Weeks 1-2

Objectives

- Clearly communicate project objectives to all stakeholders
- Establish structured project management foundation for successful execution

Activities Performed by Gartner

- Conduct project Kick-off Meeting
- Establish project team and communications framework, including project management templates for status reporting
- Finalize stakeholders, roles & responsibilities
- Develop project workplan and confirm meeting and workshop schedule
- Provide guidance to DCDHS on types of stakeholders and roles needed for interviews
- Develop a documentation request list, which may include strategic plans, business case, business processes, etc.

Deliverables

- Kick-off Material

DCDHS Responsibilities

- Communicate Executive support for the project
- Appoint DCDHS Project Manager
- Confirm additional project stakeholders and their time commitment
- Identify stakeholders to be interviewed based on Gartner guidance on roles and areas of expertise
- Participate in project planning activities
- Provide relevant documents and background materials
- Schedule kickoff meeting and invite participants
- Review and provide input to Interview Guide and project Deliverables
- Participate in stakeholder interviews

Assumptions

- Interviews, kickoff and status meetings will be conducted remotely
- Requested documentation will be provided no later than end of Week 1 and ideally prior to Kickoff

Step 2: Vision Drivers and Goals Weeks 3-5

Objectives

- Understand DCDHS's business driver and guiding principles for the EHR solution acquisition
- Identify drivers (internal and external forces acting upon DCDHS) and goals related to the EHR solution effort
- Align key stakeholders to the vision for the EHR solution effort and the goals which establish a foundation for this engagement

Activities Performed by Gartner

- Review available documentation
- Interview business and IT stakeholders from DCDHS to identify business drivers and pain points, understand existing processes and tools
- Draft and Vision, Drivers, and Goals material
- Facilitate EHR solution Vision, Drivers, and Goals material sessions to review content with stakeholders
- Finalize EHR Vision, Drivers, and Goals Report per stakeholder input

Deliverables

- EHR Vision, Drivers and Goals Report

DCDHS Responsibilities

- Continue to demonstrate Executive support for the project
- Participate in interview sessions and validation workshop
- Review and approve deliverables
- Provide administrative support to schedule project interviews

Assumptions

- Team will complete up to 10 stakeholder interviews of 45 minutes each
- DCDHS will schedule all stakeholder interviews
- Participation in one Validation workshop to ensure all input is considered
- Workshop will be conducted remotely and is expected to last 60-90 minutes

Step 3: EHR Readiness Assessment

Weeks 6-9

Objectives

- Ground the EHR solution acquisition effort, and supporting procurement, in understanding of DCDHS's current state — from both business and technical perspectives
- Assess the current state (business and technical) against vision and strategic imperatives to identify current gaps and develop recommendations

Activities Performed by Gartner

- Assess current organizational capabilities and readiness that exist within DCDHS against their target vision around the eight domains (next slide)
- Develop recommendations to address EHR readiness gaps, including draft EHR procurement and implementation project governance and change management structure
- Review and validate EHR Readiness Assessment and Recommendations with key DCDHS stakeholders

Deliverables

- EHR Readiness Assessment and Recommendations Report

DCDHS Responsibilities

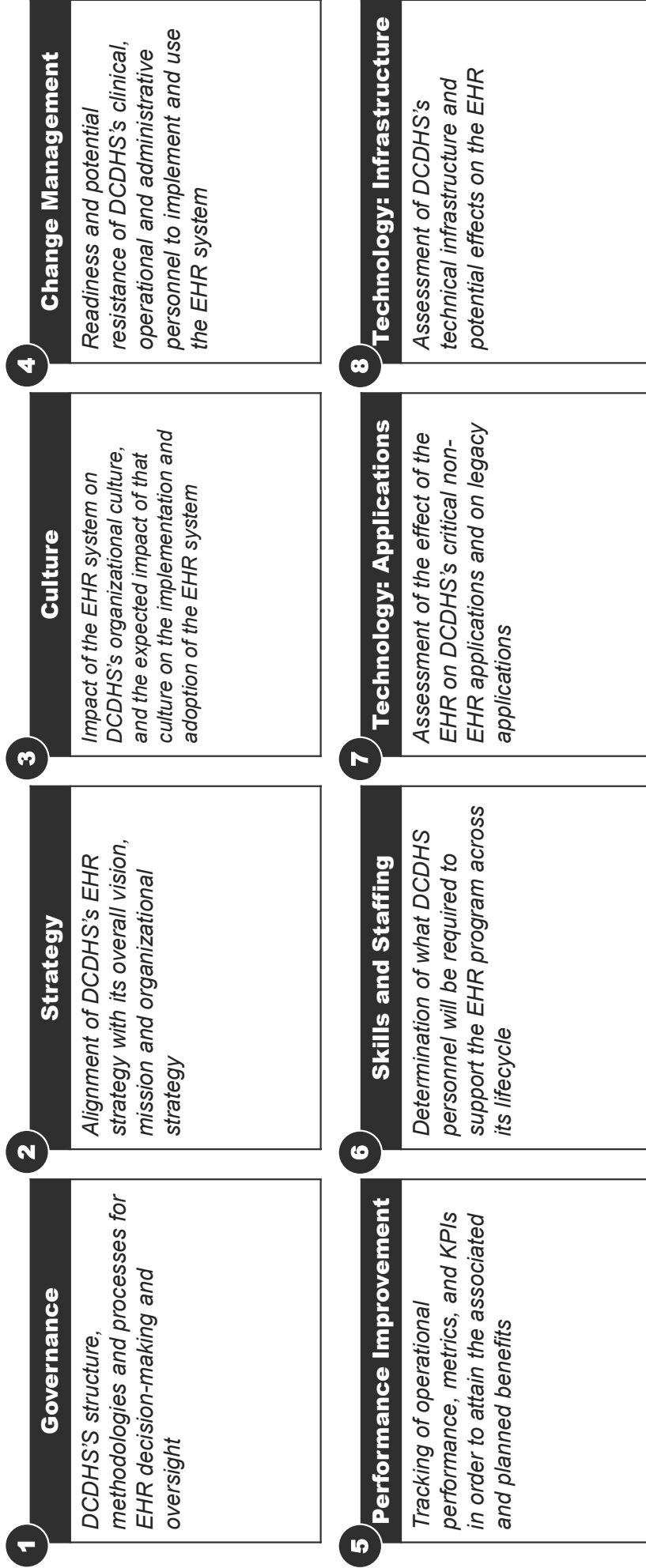
- Stakeholder SME's with decision-making authority will be present in Validation workshops
- Review and approve deliverables

Assumptions

- 1 Workshop will be conducted remotely and are expected to last 60-90 minutes each
- Decision makers will be present in workshop

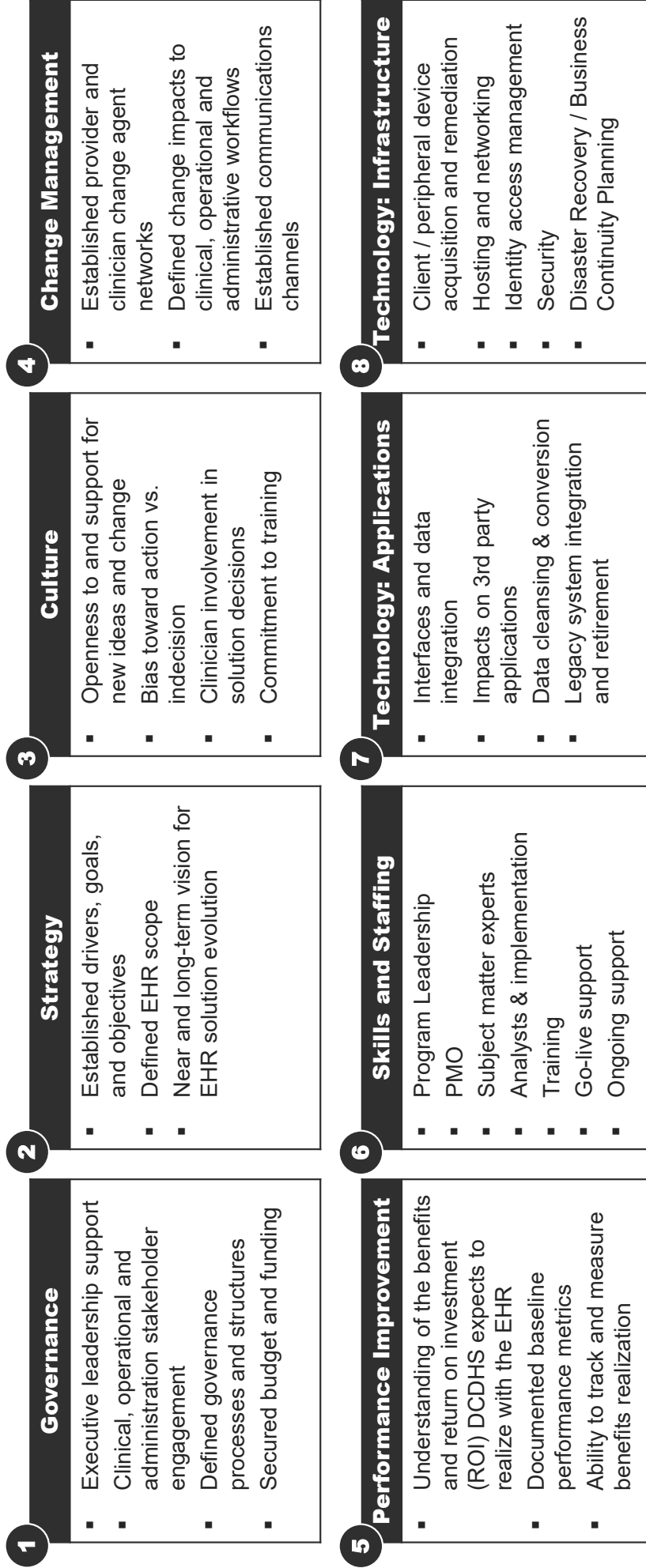
EHR Readiness Assessment Framework

We focus on eight key aspects of an organization's readiness to undertake an EHR sourcing and implementation initiative



EHR Readiness Assessment Framework

Within each category, our framework further identifies several critical components which must be addressed



Step 4: EHR Alternatives Analysis Weeks 8-12

Objectives

- Document DCDHS's business capability model for the EHR scope
- Assess DCDHS's potential solutions informed by the BCM external market scan of EHR vendors

Activities Performed by Gartner

- Develop business capability model to define high-level EHR scope and solution footprint and validate with DCDHS stakeholders
- Conduct market scan of relevant EHR products and services
- Informed by market scan, develop cost estimates for EHR solution acquisition and ongoing maintenance
- Assess most viable EHR solution approaches for DCDHS including cost/benefit analysis of continuing to produce custom development vs implementation of a purchased system
- Review and validate EHR Solution Alternatives Analysis material with DCDHS stakeholders

Deliverables

- EHR Business Capability Model
- EHR Solution Alternatives Analysis Report

DCDHS Responsibilities

- Stakeholder SME's with decision-making authority will be present in Validation workshops
- Review and approve deliverables

Assumptions

- 2 Workshops will be conducted remotely and are expected to last 60-90 minutes each
- Decision makers will be present in workshops
- Conducted concurrently with Step 2

Step 5: Roadmap and Sourcing Strategy

Weeks 12-15

Objectives

- Identify actionable steps to successfully prepare for acquisition and implementation of EHR solution
- Ensure DCDHS has a clearly defined strategy for procuring the EHR solution and/or services to design/configure, develop and implement the solution

Activities Performed by Gartner

- Develop a logical sequenced roadmap to summarize recommended activities (near, medium and long term), and dependencies to address readiness gaps and prepare for EHR procurement and implementation
- Conduct Roadmap validation session with key stakeholders
- Develop sourcing strategy for DCDHS to procure EHR products and/or services
- Conduct sourcing strategy validation session with key stakeholders
- Finalize roadmap and sourcing strategy reports
- Conduct executive briefing

Deliverables

- EHR Readiness Roadmap Report
- EHR Sourcing Strategy Report
- Executive Briefing

DCDHS Responsibilities

- Stakeholder SME's with decision-making authority will be present in Governance workshops
- Review and approve deliverables
- Validate feasibility of roadmap initiatives

Assumptions

- 2 Workshops will be conducted remotely and are expected to last 60-90 minutes each
- Decision makers will be present in workshops
- Strategic roadmap will cover a 2-year period

EHR Readiness Assessment Sample Deliverables

1 Readiness Assessment Methodology

Readiness Assessment Methodology

- Approach**
 - Review and document current EHR use
 - Identify EHR readiness to nation to understand
 - Identify EHR readiness to nation to understand
 - Identify EHR readiness to nation to understand
 - Identify EHR readiness to nation to understand
- Evaluation Categories**
 - Governance
 - Strategy
 - Culture
 - Change Management
 - Technology
 - Skills and Staffing
- Evaluation Framework**
 - Business case for EHR adoption
 - Enterprise level governance for EHR project
 - Initial and ongoing funding for EHR project
 - Enterprise level governance for EHR project
 - Initial and ongoing funding for EHR project
 - Enterprise level governance for EHR project
 - Initial and ongoing funding for EHR project

2 Readiness Scorecard

The XXXXXX EHR Readiness Assessment covered the following criteria:

- Effective governance for EHR decision in place
- A clear EHR strategy aligned with the business
- Significant Change Management capacity
- A Culture that supports innovation and change
- Ancillary and Support Applications
- Supporting Technology Infrastructure
- Capacity to implement and maintain solutions

3 Summary of Findings (Across 8 areas)

Summary of Findings

Leadership and major stakeholders agree on the need for a change and the presence of a unique window of opportunity for EHR adoption. However, the EHR steering committee (TAG, Financial Advisory Group) but effective governance at the enterprise level is not fully matured to ensure successful EHR adoption. The EHR steering committee acts as EHR steering committee. Financial Advisory Group is formed.

Enterprise level governance for the EHR Project has not been secured - agreement that there is no funding available and the project must continue to develop strong and trusted relationship.

Governance

- Critera
- Risk
- 1. Leadership
- 2. Initial and Ongoing Funding
- 3. City of Albany and Accountability

4 Detailed Assessment (for each area)

Governance Assessment

Critera | **Risk** | **Observation**

1. Leadership

- Leadership and major stakeholders agree on the need for a change and the presence of a unique window of opportunity for EHR adoption.
- All IT Governance Committee members are not fully engaged, resulting in limited EHR readiness to nation to understand.
- Enterprise level governance for the EHR Project has not been established.
- Enterprise level governance for the EHR Project has not been established.
- Enterprise level governance for the EHR Project has not been established.

2. Initial and Ongoing Funding

- There is no budget allocated with overall responsibility for the EHR project.
- Funding has not been clearly identified or secured - as such there is wide spread uncertainty on the part of the steering committee.
- A high level estimate of Total Cost of Ownership (TCO) will be developed over the next 12 months.
- There is a shared commitment on the need and necessity for this initiative, however the EHR steering committee has not been formed.
- Initial and ongoing funding for EHR project has not been secured.

5 Specific Recommendations

Gartner recommends a number of key initiatives in parallel with the EHR vendor selection

1. Articulate and document a clear vision and strategy for the EHR project steering committee (separate from the IT Governance Committee)
2. Create an EHR Project Steering Committee (separate from the IT Governance Committee)

Summary of Recommendations

- Procurement and Funding**
 - Align closely on the complete procurement process to comply with Erie and County guidelines.
 - Address the acknowledged lack of funding effort by working with Erie and LA County.
 - Develop a clear and concise EHR strategy, including:
 - Business case for EHR adoption
 - Clear accountability and responsibility for solution testing and project delivery
 - A strategy for ongoing support, including IT and health professionals
- Vision and Strategy**
 - Articulate a clear vision for the EHR and develop consensus around guiding principles which will:
 - Align across for fiscal and business objectives for the EHR
 - Align across for fiscal and business objectives for the EHR
 - Develop and document the overall EHR strategy, including:
 - Business case for EHR adoption
 - Clear accountability and responsibility for solution testing and project delivery
 - A strategy for ongoing support, including IT and health professionals

6 Roadmap Action Plans

Table 1 - EHR Readiness Assessment

Area	Current State	Target State	Key Initiatives	Dependencies	Timeline	Responsible Parties
Governance	Leadership and major stakeholders agree on the need for a change and the presence of a unique window of opportunity for EHR adoption.	Enterprise level governance for the EHR Project has not been secured - agreement that there is no funding available and the project must continue to develop strong and trusted relationship.	Articulate and document a clear vision and strategy for the EHR project steering committee (separate from the IT Governance Committee)	None	Q3 2023	IT Governance Committee
Funding	There is no budget allocated with overall responsibility for the EHR project.	Funding has not been clearly identified or secured - as such there is wide spread uncertainty on the part of the steering committee.	Develop a clear and concise EHR strategy, including: Business case for EHR adoption, Clear accountability and responsibility for solution testing and project delivery, A strategy for ongoing support, including IT and health professionals	None	Q3 2023	IT Governance Committee
Strategy	Enterprise level governance for the EHR Project has not been secured - agreement that there is no funding available and the project must continue to develop strong and trusted relationship.	Enterprise level governance for the EHR Project has not been secured - agreement that there is no funding available and the project must continue to develop strong and trusted relationship.	Articulate and document a clear vision and strategy for the EHR project steering committee (separate from the IT Governance Committee)	None	Q3 2023	IT Governance Committee



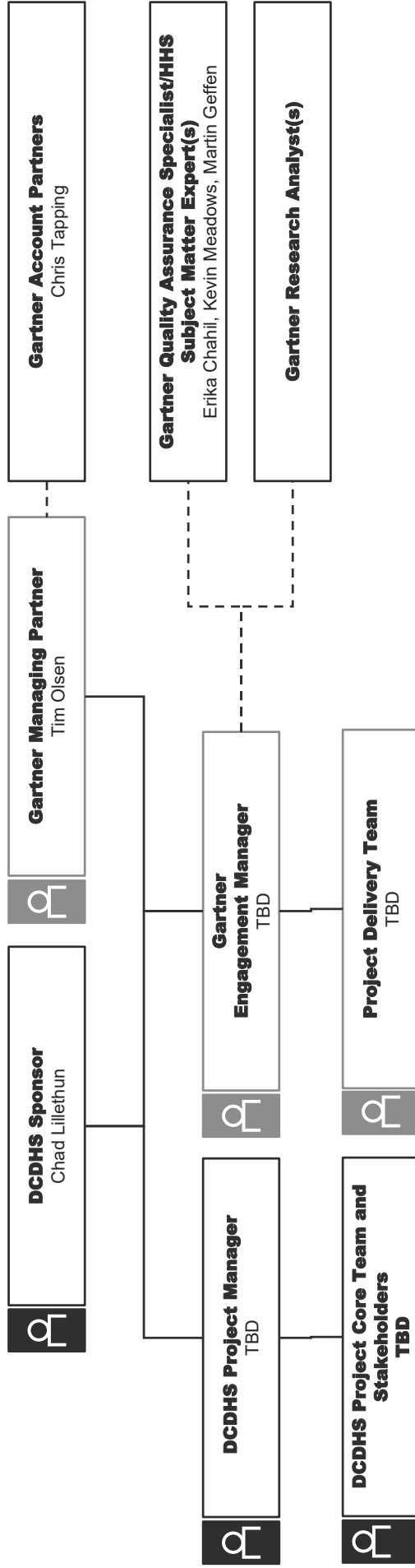
Deliverables and Meetings/Working Sessions

Task	Deliverables	Meetings/Sessions
Stage 1: Establish Strategic Context		
Step 1: Initiate Project	<ul style="list-style-type: none"> Project Kickoff material 	<ul style="list-style-type: none"> Planning meeting Kickoff-Session Ongoing weekly status meetings
Step 2: Vision, Drivers and Guiding Principles	<ul style="list-style-type: none"> EHR Vision, Drivers and Goals Report 	<ul style="list-style-type: none"> Up to 10 interview sessions 1 Working/validation session
Stage 2: Conduct Analysis		
Step 3: EHR Readiness Assessment	<ul style="list-style-type: none"> EHR Readiness Assessment and Recommendations Report 	<ul style="list-style-type: none"> 1 Working/validation session
Step 4: EHR Solution Alternatives Analysis	<ul style="list-style-type: none"> EHR Business Capability Model EHR Solution Alternatives Analysis 	<ul style="list-style-type: none"> 2 Working/validation session
Stage 3: Develop Roadmap		
Step 5: Recommendations and Roadmap	<ul style="list-style-type: none"> EHR Readiness Roadmap Report EHR Sourcing Strategy Report Executive Briefing 	<ul style="list-style-type: none"> 2 Working/validation sessions 1 Executive Briefing



Project Team Structure Organization Chart (names to be confirmed)

Gartner has created an organization structure for this engagement that provides high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise. Gartner leadership and subject matter experts are named and will be confirmed upon Dane County Board approval. The remaining Gartner project team will be staffed within 2-3 weeks of fully executed SOW or Letter of Intent.



Project Team Overview

Gartner Roles and Responsibilities

Functional Role	Responsibilities
Managing Partner	<ul style="list-style-type: none"> Ensure that Gartner activities support DCDHS's goals. Build and maintain a long-standing relationship with DCDHS. Provide high-level oversight and become more heavily involved should any issue resolution be necessary. Day-to-day management of engagement initiatives to ensure deliverables are completed on time and meet quality standards.
Engagement Manager	<ul style="list-style-type: none"> Act as the primary point of contact for the Gartner team. Work closely with DCDHS to ensure that Gartner is meeting its needs. Provide day-to-day consulting support for project steps.
Project Consultants	<ul style="list-style-type: none"> Provide support for data collection, data analysis and recommendations for activities. Participate in deliverable creation, review, client presentations and present results to DCDHS as needed.
Quality Assurance Specialist	<ul style="list-style-type: none"> Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement.
Research Analyst(s)	<ul style="list-style-type: none"> Support the core project team by providing a context-sensitive perspective to issues specific to DCDHS based on Gartner industry-leading research. Participate in analysis and comparisons, and review deliverables as needed.
Gartner Account Partners	<ul style="list-style-type: none"> Ensure that value delivered is seamlessly integrated with all Gartner services to DCDHS and that recommendations are actionable through ongoing Gartner services. Provide additional guidance and context so this engagement is aligned to, and advances, the mission-critical priorities of DCDHS.

Assumptions

DCDHS's Participation

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

DCDHS's Participation

- DCDHS will designate a project manager to act as the primary point of contact for this engagement. DCDHS'S project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this Proposal assumes DCDHS's personnel are available to assist in the manner defined in this Proposal. In the event that DCDHS's personnel are not available, a change of scope may be necessary.
- DCDHS will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by DCDHS.
- DCDHS will schedule DCDHS's resources for engagement activities and provide meeting facilities as necessary.
- DCDHS's personnel will be available per the final project schedule.
- Gartner will formally capture feedback on DCDHS's overall experience via our client survey. This allows Gartner to quantify performance on this engagement and to ensure a culture of continuous improvement of process and best practice.

Assumptions

DCDHS Stakeholders Interviews and Data Collection

DCDHS Stakeholders Interviews and Data Collection

- Initial pricing is based on the assumption that Gartner will conduct up to 10 interviews.
- Interviews and workshops will be conducted remotely and hosted by Gartner via WebEx or Microsoft Teams.
- Stakeholder interview list to be finalized during project initiation but would include business and technical resources.
- The due diligence (as-is) data are reasonably available via interviews and documentation review.
- DCDHS will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.

Assumptions

Place of Performance, Changes to Scope, Objectivity

Place of Performance

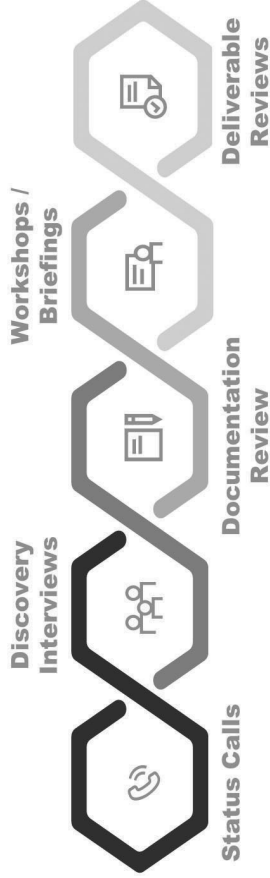
- Gartner is fully committed both to the health of your team and ours, and the success of this engagement. The Gartner team is accustomed to working remotely and will be flexible to work through any COVID-19 constraints.
- The team will rely on our technology capabilities and digital channels to enable seamless interaction and execution of the engagement: Microsoft Teams (or the client's preferred tool) will be the primary tool for interviews, workshops and meetings.

Deliverables

- All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).

Independence and Objectivity

- Gartner Research and Gartner Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "[Guiding Principles on Independence and Objectivity](#)" on our website, gartner.com or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.



Changes to Scope

- The scope of this engagement is defined by this Proposal. All DCDHS's requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise DCDHS of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
 - Any activities not specifically set forth in this Proposal.
 - Providing or developing any deliverables not specifically set forth in this Proposal.
 - Any change in the respective responsibilities of Gartner and DCDHS, including any reallocation or any changes in engagement or project manager staffing.
 - Any rework of completed activities or accepted deliverables.
 - Any investigative work to determine the cost or other impact of changes requested by DCDHS.
 - Any additional work caused by a change in the assumptions set forth in this Proposal.
 - Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
 - Any changes to Research Analysts' time or resources.

SCHEDULE B

Investment Summary: Fees, Expenses & Billing

Gartner will conduct the engagement as outlined in this Proposal for a firm fixed-price of USD \$300,000 inclusive of travel and other reimbursable expenses. This will be billed as defined on the following slide.

Billing

- Gartner will conduct the steps as outlined in this Proposal for the firm fixed-price defined.
- Gartner will bill for the professional fees at the conclusion of each stage upon Client's acceptance of the deliverable(s) for that stage. Note, Client shall provide Gartner with notice of acceptance or non-acceptance within 5 days; provided however, if no response from Client is received by Gartner within such period, then acceptance of the deliverable is assumed.

Stage	Fees
Acceptance of the deliverable(s) for Stage 1: Establish Strategic Context (Week 5)	\$100,000
Acceptance of the deliverable(s) for Stage 2: Conduct Analysis (Week 12)	\$140,000
Acceptance of the deliverable(s) for Stage 3: Develop Recommendations (Week 15)	\$60,000

Investment Summary: Invoicing

Gartner will invoice Client for Services based upon agreed schedule which are stated exclusive of all taxes. Payment is due 30 days from invoice date. Where required Gartner shall charge and Client shall pay all applicable sales, use, value-added, or other tax(es) imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any tax(es) imposed on the net income of Gartner. While we do not provide itemized billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.

Per FAR 16.202-1, invoicing for this engagement will reflect the forgoing firm-fixed-price quote in accordance with the payment schedule defined herein; no adjustment for contractor's cost experience in performing this engagement will be made. Information on hours expended (after-the-fact) may be provided as a courtesy upon request, but will have no bearing on, nor create a basis for, any adjustment to the initial firm-fixed-price quote.

Primary Contact

Kari Clemens
1202 Northport Drive
Madison, WI 53704
608-242-6298
clemens.kari@countyofdane.com

Billing Contact

HS Accounting
1202 Northport Drive
Madison WI 53704
bush.kozue@countyofdane.com

Invoicing Method

Email HS Accounting with cc: Kari Clemens

Invoice Recipient

HS Accounts Payable
hsap@countyofdane.com



Certificate Of Completion

Envelope Id: 2F4F69B5A5AE44E8ABB03383A733B781	Status: Completed
Subject: Complete with DocuSign: Gartner, Inc. DOA FMS 12212023.pdf	
Source Envelope:	
Document Pages: 32	Signatures: 1
Certificate Pages: 1	Initials: 31
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	David Vixama
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	56 Top Gallant Road
	Stamford, CT 06904
	david.vixama@gartner.com
	IP Address: 4.35.212.210

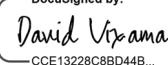
Record Tracking

Status: Original	Holder: David Vixama	Location: DocuSign
12/22/2023 7:56:07 AM	david.vixama@gartner.com	

Signer Events

David Vixama
david.vixama@gartner.com
Sr. Contracts Manager
Gartner, Inc.
Security Level: Email, Account Authentication (None)

Signature

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Signature Adoption: Pre-selected Style
Using IP Address: 12.246.91.110

Timestamp

Sent: 12/22/2023 7:56:30 AM
Viewed: 12/22/2023 7:56:44 AM
Signed: 12/22/2023 8:05:41 AM
Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	12/22/2023 7:56:44 AM
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Completed	Security Checked	12/22/2023 8:05:41 AM
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