

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

940



RCPP
 Matthew Fryback, CIO
 Departmental Concurrence

Purchasing
 Mark Seiler, Assistant Director

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

FROM: Riverside County Regional Medical Center (RCRMC)

SUBMITTAL DATE:
 5/21/09

**SUBJECT: APPROVAL TO PROCURE CISCO HARDWARE, SMARTNET MAINTENANCE, AND
 MANAGED SERVICES FROM NEXUS IS, INC. FOR RCRMC'S INFORMATION
 TECHNOLOGY INFRASTRUCTURE REPLACEMENT**

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the agreement for Smartnet hardware maintenance and Nexus Managed Services for five years with Nexus IS, and;
2. Approve the purchase of Cisco hardware, and;
3. Authorize the Purchasing Agent to sign amendments in accordance with Ordinance 459.4.

BACKGROUND: The existing hospital network infrastructure equipment is past end-of-life. The existing network does not have the capability for expansion to meet the needs of the Hospital Information System (HIS) Project, as well as the future network needs of the hospital. Currently, the network is experiencing many broadcast and routing problems while in production, creating sporadic failures and/or disturbances.

(Continued on Page 2)

Reviewed by
 CIP/EAM
Christopher Hans
 Christopher Hans

Douglas D. Bagley
 DOUGLAS D. BAGLEY
 Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS: Enterprise Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
 APPROVE
 BY: Debra Cournoyer
 Debra Cournoyer

County Executive Office Signature

Prev. Agn. Ref.: _____ District: _____ Agenda Number: **3.44**
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BOARD OF SUPERVISORS

**FORM 11: APPROVAL TO PROCURE CISCO HARDWARE, SMARTNET
MAINTENANCE, AND MANAGED SERVICES FROM NEXUS IS, INC. FOR
RCRMC'S INFORMATION TECHNOLOGY INFRASTRUCTURE
REPLACEMENT**

PAGE 2

BACKGROUND (Continued)

The last network failure resulted in over 24 hours of downtime. The unpredictability of the current network could potentially cause serious down time and network outages.

RCRMC is in the early stages of implementing the HIS Project. The existing network will not support this new application. Consequently, RCRMC cannot move forward with the new application until the data network is replaced.

PRICE REASONABLENESS

RCRMC working with Purchasing and Fleet Services released a Request for Quotation (RFQ) # MCARC-092 on December 10, 2008 to procure Cisco hardware, Cisco Smartnet, and Managed Services. The RFQ was sent to the current County Cisco awarded vendors, Verizon Business and Nexus IS, and the incumbent Enterasys. Purchasing received two bids from Nexus IS and Enterasys, with the proposed costs ranging from \$7,067,430 to \$8,653,689. Through the evaluation process, RCRMC and Purchasing have determined that Nexus IS the lowest responsive/responsible vendor with a proposed cost of \$7,067,430 to the County and proposed a turnkey solution. Total amount of \$7,067,430 will be finance for 60 months through current County awarded financing company (Wells Fargo Institutional Securities, LLC).

REVIEW/APPROVAL: Purchasing and County Counsel concurs with this request.

PROFESSIONAL SERVICE AGREEMENT

for

ONSITE MANAGE SERVICE

and

CISCO SMARTNET

between

COUNTY OF RIVERSIDE

and

NEXUS IS



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance	3
3. Compensation	3-4
4. Alteration or Changes to the Agreement	4-5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	5-6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6-7
9. Independent Contractor	7
10. Subcontract for Work or Services	7
11. Disputes	7-8
12. Licensing and Permits	8
13. Use by Other Political Entities	8
14. Non-Discrimination	8
15. Records and Documents	8
16. Confidentiality	9
17. Administration/Contract Liaison	9
18. Notices	9
19. Force Majeure	10
20. EDD Reporting Requirements	10
21. Hold Harmless/Indemnification	10-11
22. Insurance	11-13
23. General	13-15
Exhibit A Scope of Work	16-46
Exhibit B Payment Provision	47-48
Exhibit C Bill of Materials	49-58
Exhibit D Cisco SMARTnet	59
Exhibit E In-service Acknowledgement	60
Attachment I HIPAA Business Associate Addendum	61-66

This Agreement, made and entered into this ____ day of June, 2009, by and between NEXUS IS, (herein referred to as "CONTRACTOR"), and the COUNTY of RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of thirty five (35) pages at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) page, and Bill of Materials (BOM) specified in Exhibit C, consisting of ten (10) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of six (6) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2014, with the option to renew for five years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seven million sixty seven thousand four hundred thirty dollars for the five (5) year term of the agreement; including all expenses to be financed through Cisco Capital Lease (Key Government Finance, Inc.) for five (5) years. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the five year term of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Medical Center

Attn: Account Payable

26520 Cactus Ave

Moreno Valley, CA 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (MCARC-92029-001-06/14); hours and quantities; service and item descriptions, hourly rates and unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the

COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or

other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific

information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington St.
Riverside, CA 92504

CONTRACTOR

Nexus IS
Attn: Deron Pearson
41146 Elm Street, Suite H
Murrieta, CA 92562

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied

when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the

COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of

this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Signature: _____

Print Name: Jeff Stone

Title: Chairman, Board of Supervisor

Dated: _____

CONTRACTOR:

Signature: _____ 

Print Name: Dan Dougherty

Title: CFO

Dated: 5/20/09

FORM APPROVED COUNTY COUNSEL
BY:  _____
NEAL R. KIPNIS DATE

EXHIBIT A SCOPE OF SERVICE

DEFINITIONS

Wherever these words occur in this Agreement, they shall have the following meaning:

- AAA - Administration, Authorization, and Authentication
- APC - American Power Conversion
- ARP - Address Resolution Protocol
- ASA - Adaptive Security Appliance
- ASR - Aggregation Services Router
- BOM - Bill of Materials
- DDD - Detailed Discovery and Design (Nexus Term)
- DHCP - Dynamic Host Configuration Protocol
- DOS - Denial of Service
- EIGRP - Enhanced Interior Gateway Routing Protocol
- GLBP - Gateway Load Balancing Protocol
- HSRP - Hot Standby Routing Protocol
- HTTPS - Hypertext Transfer Protocol Secure
- IDF - Intermediate Distribution Frame
- IEEE - Institute of Electrical & Electronics Engineers
- IOS - Internetwork Operating System
- IP - Internet Protocol
- LAN - Local Area Network
- MAC - Media Access Control
- MDF - Main Distribution Frame
- MDS - Multiprotocol Director Switch
- NTP - Network Time Protocol
- OSPF - Open Shortest Path First
- PMO - Project Management Office
- QOS - Quality of Service
- RDD - Requirements and Design Documentation (Nexus Term)
- SNMP - Simple Network Management Protocol
- SSH - Secure Socket Shell
- SVI - Switched Virtual Interface
- UPS - Uninterruptable Power Supply
- VLAN - Virtual Local Area Network
- VRRP - Virtual Router Redundancy Protocol

COUNTY Contact Information

Name	Title	E-mail Address	Phone
David Ung	Enterprise Solutions Manager	dmung@co.riverside.ca.us	(951) 486-2767
Milind Thakur	Contractor	mthakur@co.riverside.ca.us	(951) 486-7811
Jeff Carlson	System Administrator	jcarlson@co.riverside.ca.us	(951) 486-4730

CONTRACTOR Contact Information

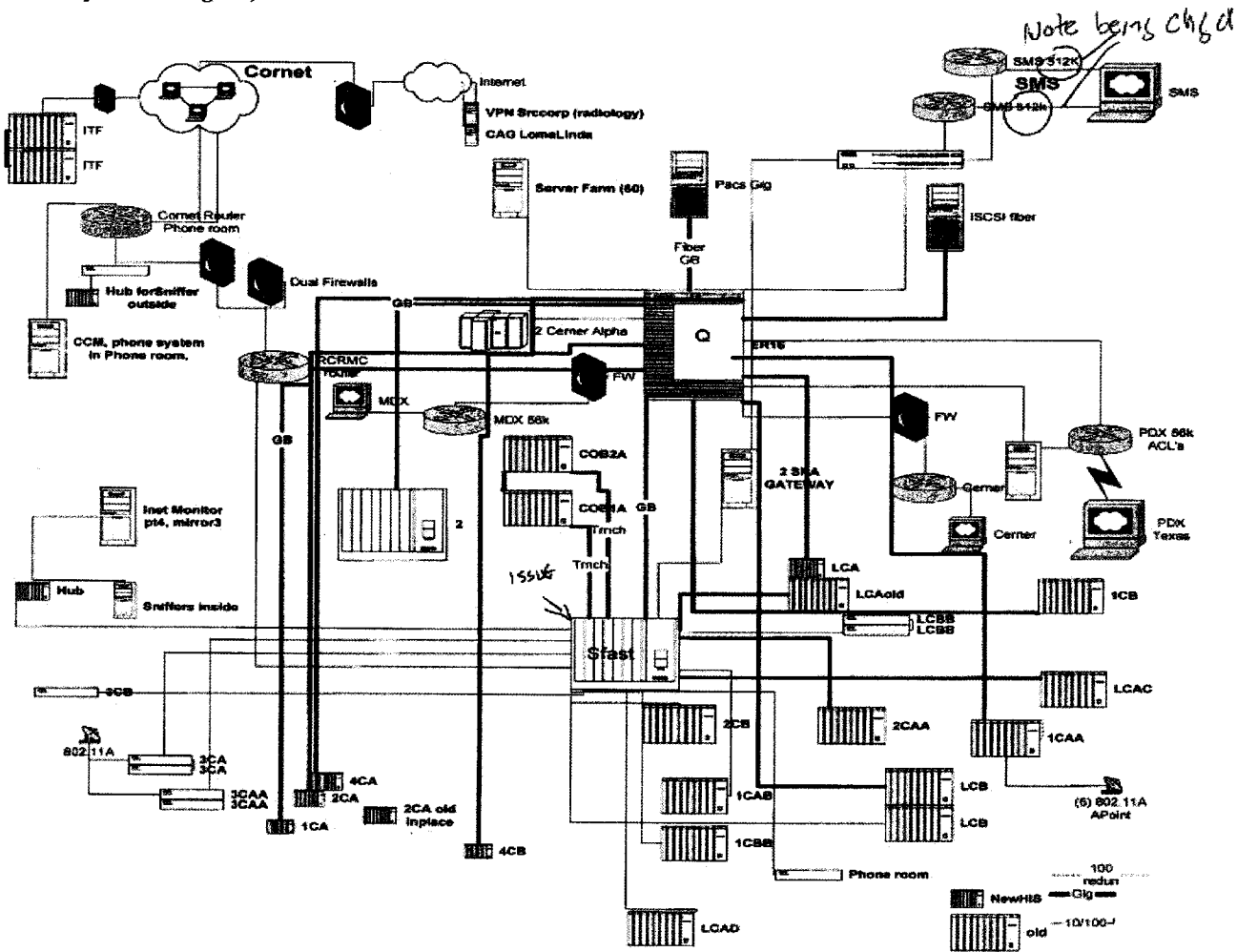
Name	Title	E-mail Address	Phone
Cyndi Quintero	Account Manager	cyndi.quintero@Nexusis.com	(949) 265-6195
Oscar Corona	Systems Engineer	oscar.corona@Nexusis.com	(949) 265-6123
Matthew Simmons	Systems Engineering Manager	matthew.simmons@Nexusis.com	(858) 427-2689
Chris DesRosiers	Managed Services Practice Manager	chrisd@Nexusis.com	(661) 775-2811
Steven Madick	Director of Engineering	steven.madick@Nexusis.com	(661) 775-2812
Dale Hardy	VP of Professional Services	dale.hardy@Nexusis.com	(858) 427-2610
Mike Heiman	VP of Engineering	mike.heiman@Nexusis.com	(661) 775-2409
Deron Pearson	President/COO	deron.pearson@Nexusis.com	(661) 775-2404

1.0 Objective

The objective of this project is to completely replace the existing LAN (Local Area Network) infrastructure with a Cisco solution and to stabilize the network operations with the same network parameters (i.e. support existing network environment as is). The next step is to fine-tune the network configuration as the COUNTY moves forward with the migration from Novell to Microsoft and consolidation efforts toward IP-based protocol. As the HIS (Hospital Information System) project moves forward to new phases, the LAN infrastructure must be able to support wireless capabilities and Voice over IP (VoIP). These new services may be implemented using a different solution other than Cisco. The COUNTY's requirements call for a turn-key solution for hardware, software, and professional services to successfully replace the existing LAN with very minimal disruption to patient care services. Once the new network is installed and operational, CONTRACTOR will provide day-to-day support and maintenance of this new network.

1.1 Current Environment

(COUNTY-provided diagram)



1.1.1 The existing Enterasys network infrastructure equipment is at the end-of-life, and no longer supported. The COUNTY is in the early stages of implementing the HIS project. As stated by the COUNTY, the existing network will NOT support this new application. Consequently, the COUNTY cannot move forward with the new application until the data network is upgraded.

1.2 CONTRACTOR Functional Requirements

The CONTRACTOR shall provide the following Functional Requirements:

1.2.1 Redesign and replace existing data network switches in the current production environment with new switches, listed in Exhibit B (BOM) below. In addition, replace existing CORNET firewall and router with new firewall and router also listed in Exhibit B (BOM).

1.2.2 The new network must be capable of supporting the HIS application and must be capable of expansion.

1.2.3 The network shall co-exist with other manufacturer's equipment, as well as interoperate with existing other manufacturers networks and protocols.

1.2.4 The initial objective is to replace the existing network components, retain current functionality, and stabilize the environment. As part of the managed services, COUNTY expects CONTRACTOR will fine-tune

the network and improve the network efficiency. It is also understood, that additional functionality and services are a part of the future plan, and the new network infrastructure should be capable of expansion.

1.2.5 Where applicable and feasible, the default security policy on all switches, routers, or firewalls should be to permit only COUNTY-specified traffic, hosts, and administrative user accounts and deny all else.

1.3 Implementation Requirements

CONTRACTOR shall provide the following implementation requirements:

1.3.1 The expectation is that the project will move along as quickly as possible with respect to the COUNTY and CONTRACTOR schedules. Not only is there a short timeline (refer to section 5.7) to complete the project, once the solution is ready to be implemented, the COUNTY must experience as little network down time as possible, minimizing disruption to patient care services.

1.3.2 COUNTY and CONTRACTOR shall implement a phase migration after the RDD has been developed.

1.3.3 CONTRACTOR shall provide a full-time Project Manager, Donna Zabala, onsite at the County Regional Medical Center. CONTRACTOR may supply a replacement Project Manager only with COUNTY's prior written approval.

1.3.4 Change Management processes should be adhered to prior to making network changes/migrations.

1.3.5 Installation must be performed during off hours (1AM – 4AM PST) with prior approval by the COUNTY management to minimize the impact to patient care services.

1.4 Solutions Components

1.4.1 At the Core of this solution are the Cisco Nexus 7000 series switches. The Cisco Nexus 7000 series switches are designed for future investment protection, so capacity and capability can be added incrementally without a forklift or downtime. The COUNTY can benefit from consolidation, virtualization, and automation capabilities built into the solution. Cisco's proven hardware and software expertise can successfully address current enterprise data center challenges resulting from new business pressures and operational limitations. The expertise Cisco gained while developing other market-leading platforms, such as the Cisco Catalyst Switch and Multiprotocol Director (MDS) Switch, was incorporated into the Cisco Nexus 7000 Series. As a result, the Cisco Nexus 7000 was not simply designed to be "bigger" or "faster" but to operate efficiently and effectively under real-world conditions, with features like graceful operations and integrated management and operations tools.

1.4.2 This Cisco solution employs a high-availability, high-performance architecture utilizing dual Cisco Nexus 7010 Core switches, providing 10GigabitEthernet (10GE) backbone connectivity to redundant Catalyst 6509-E Distribution switches, as well as multiple Catalyst 4948-10GE Server Farm switches. The Distribution switches provide redundant 1 GE connectivity to the Catalyst 6509-E and Catalyst 6506-E access switches in the IDF's. IDF switches will utilize APC Smart-UPS RT devices for uninterruptible power supply service. New Cisco ASA 5520 and Cisco ASR 1002 will replace respective existing CORNET equipment (existing configurations will be migrated).

1.5 The following table lists the components included in this solution, as listed in the Exhibit C, Bill of Materials (BOM):

1.5.1 BOM Hardware and Software Summary:

Solution Module	Included in Agreement EXHIBIT A	Description
Core Switches	(2) N7K-C7010 Nexus 7010 Switch	Must deliver scalability, continuous operation, and transport flexibility - primarily designed for the core and aggregation layers of the data center
Distribution Switches	(2) VS-C6509E-S720-10G Catalyst 6509-E Switch	Must provide highly reliable, high-performance, routing and switching, as well as a services platform – modular for future growth
Server Access Switches	(9) WS-C4948-10GE	Must provide purpose-built, high-performance, resilient server access connectivity to the Core
IDF Access Switches	(24) VS-C6509E-S720-10G Catalyst 6509-E Switch (2) VS-C6506E-S720-10G Catalyst 6506-E Switch	Must provide highly reliable, high-performance, routing and switching – modular for future growth
Firewall	(1) ASA5520-AIP20-K9	Must provide intelligent threat defense and secure communications services
Router	(1) ASR1002	Provides secure, highly reliable, high-performance WAN edge services
UPS	(47) APC-SURTA3000XL	Provides uninterrupted power and high density, true double-conversion on-line power protection for voice/data networks

1.5.2 COUNTY and CONTRACTOR shall:

- a. Ensure all fiber cabling and fiber optic connectors in this solution will be compatible, per COUNTY specifications. Single mode fiber will need to be deployed from the COUNTY’s hospital IDFs to the new data center and from CPC to the new data center for the 10GE fiber connections.
- b. Ensure when both power supplies are running within a Catalyst 6500 series switch, they will share the power load. In the event one should fail, the other power supply will assume the additional load. CONTRACTOR shall maintain 2900 watts to the switch through a power supply failover.
- c. UPS installation and cabling in the IDF's, the Cisco Catalyst 6500 switch within each IDF can be connected to both UPS and generator power, and shall be the responsibility of both COUNTY and CONTRACTOR. This involves connecting the first power supply in the Cisco Catalyst 6500 switch to both UPS systems and the second power supply to generator-supplied power within the closet.
- d. CONTRACTOR must assure that the proposed solution shall be able to support approximately 56 Class-3 POE devices within a Cisco Catalyst 6500 switch with seven (7) WS-X6148A-GE-45AF linecards installed in an IDF with 110V/20A circuits and approximately 24 Class-3 POE devices within a Cisco Catalyst 6500 switch with seven (7) WS-X6148A-GE-45AF linecards installed in an IDF with 110V/15A circuits.
- e. CONTRACTOR shall support for additional POE devices can be significantly increased by upgrading the available power sources in each IDF closet.

2.0 Professional Services

CONTRACTOR shall provide professional services engineering and support expertise to meet the requirements of the COUNTY’s expectations and technology requirements. The professional services objective is to align COUNTY business and technical requirements through a six-phase technology solution lifecycle: Prepare Plan, Design, Implement, Operate, and Optimize.

2.1 CONTRACTOR Requirements Definition Development, 2.0 through 2.8.

2.1.1 The objective of the requirements definition process is to identify functional and tactical requirements affecting the solution configuration and deployment. During this process, CONTRACTOR shall validate the preliminary design presented herein as the Bill of Materials (BOM), shown in Exhibit C, and Network Topology Diagram, shown in section 7.0. The CONTRACTOR shall provide the foundation necessary to create the detailed design.

2.1.2 CONTRACTOR in conjunction with the COUNTY will conduct a series of work sessions to finalize the requirements for the solution components as described in section 1.4 and 1.5.2.

2.1.3 Requirements will be documented by CONTRACTOR in a Requirements Definition Deliverable (RDD), which will be submitted to and approved by the COUNTY. The RDD describes the COUNTY's business requirements and provides a "roadmap" for the design of the solution. COUNTY feedback will be incorporated into the RDD and up to three (3) revisions of the original RDD will be provided at no cost. The COUNTY will be responsible for reviewing and submitting requested changes within five (5) business days for each of the two revisions. Final approval must be provided within five (5) business days of the last revision.

2.1.4 During the RDD process, CONTRACTOR or the COUNTY may discover that additional functionality or features that are available to them may benefit the overall project design. Once this Agreement is approved and signed, any project additions are viewed as potential changes to the original Agreement. Subsequent to RDD approval, any adjustments made to the original design, associated BOM, and services shall be documented and submitted to the COUNTY for approval prior to proceeding, without additional cost to the COUNTY.

2.2 Design Development

Upon COUNTY's review and acceptance of the RDD, CONTRACTOR shall develop the detailed design within ten (10) days. Requirements shall be translated into technical parameters that describe the solution configuration and programming. This process requires the COUNTY to assist CONTRACTOR in gathering data network information necessary to complete the detailed design.

2.3 Deployment Tasks

Please note: a more detailed project plan and design configuration will be presented by CONTRACTOR after the initial Project Kick-off meeting. COUNTY will perform the hardware and software configuration changes required on existing COUNTY Cabletron and Enterasys switches and routers, as well as any COUNTY file and application servers, as necessary for this project

2.4 Core (MDF)

The following describes the key tasks associated with the implementation of this portion of the project:

- 2.4.1 Create Implementation Plan
- 2.4.2 Create Acceptance Test Plan
- 2.4.3 Update Switch Port Assignment document
- 2.4.4 Update IP Scheme and Network Information documents to reflect new devices
- 2.4.5 Create configuration templates for (2) Nexus 7010 switches, which include:
 - 2.4.5.1 IP addressing information
 - 2.4.5.2 New VLANs (Layer2/Layer3)
 - 2.4.5.3 VLAN Security policies
- 2.4.6 Recommended Best-Practice base configurations
- 2.4.7 Stage pre-installed/racked (2) Nexus 7010 switches
 - 2.4.7.1 Update (2) Nexus 7010 switch configurations
 - 2.4.7.2 Upgrade (2) Nexus 7010 switch IOS software to appropriate level
 - 2.4.7.3 Pretest/burn-in
- 2.4.8 Cutover:
 - 2.4.8.1 Connect (2) Nexus 7010 switches to production network
 - 2.4.8.2 Perform Acceptance Test Plan

2.5 Distribution

The following describes the key tasks associated with the implementation of this portion of the project:

- 2.5.1. Create Implementation Plan

- 2.5.2. Create Acceptance Test Plan
- 2.5.3. Update Switch Port Assignment document
- 2.5.4. Update IP Scheme and Network Information documents to reflect new devices
- 2.5.5. Create configuration templates for (2) Catalyst 6509-E switches, which include:
 - 2.5.5.1 IP addressing information
 - 2.5.5.2 New VLANs (Layer2/Layer3)
 - 2.5.5.3 Recommended Best-Practice base configurations
- 2.5.6. Stage pre-installed/racked (2) Catalyst 6509-E switches
 - 2.5.6.1 Update (2) Catalyst 6509-E switches configurations
 - 2.5.6.2 Upgrade (2) Catalyst 6509-E switches IOS software to appropriate level
 - 2.5.6.3 Pretest/burn-in
- 2.5.7. Cutover:
 - 2.5.7.1 Connect Catalyst 6509-E switches to production network
 - 2.5.7.2 Perform Acceptance Test Plan

2.6 Server Access

The (6) Catalyst 4948-10GE switches shall be deployed as Server Access switches. The following describes the key tasks associated with the implementation of this portion of the project:

- 2.6.1 Create Implementation Plan
- 2.6.2 Create Acceptance Test Plan
- 2.6.3 Update Switch Port Assignment document
- 2.6.4 Update IP Scheme and Network Information documents to reflect updates to new devices
- 2.6.5 Create configuration templates for (6) Catalyst 4948-10GE switches, which include:
 - 2.6.5.1 IP addressing information
 - 2.6.5.2 New VLANs (Layer2/Layer3)
 - 2.6.5.3 Recommended Best-Practice base configurations
- 2.6.6 Stage pre-installed/racked (6) Catalyst 4948-10GE switches:
 - 2.6.6.1 Update (6) Catalyst 4948-10GE switches configurations
 - 2.6.6.2 Upgrade (6) Catalyst 4948-10GE switches IOS software to appropriate level
 - 2.6.6.3 Pretest/burn-in
- 2.6.7 Cutover:
 - 2.6.7.1 Connect (6) Catalyst 4948-10GE switches to production network
 - 2.6.7.2 Perform Acceptance Test Plan

2.7 IDF's

IDF's shall include either a Catalyst 6506-E or Catalyst 6509-E switch, as well as the APC SMART-UPS RT 3000 uninterrupted power supplies (UPS). The following describes the key tasks associated with the implementation of this portion of the project:

- 2.7.1 Create Implementation Plan
- 2.7.2 Create Acceptance Test Plan
- 2.7.3 Update Switch Port Assignment document
- 2.7.4 Update IP Scheme and Network Information documents to reflect new devices
- 2.7.5 Create configuration templates for Catalyst 6506-E/6509-E switches, which include:
 - 2.7.5.1 IP addressing information
 - 2.7.5.2 New VLANs (Layer2/Layer3)
 - 2.7.5.3 Recommended Best-Practice base configurations
- 2.7.6 Stage pre-installed/racked appropriate Catalyst 6509-E/6509-E switches and associated APC UPS equipment.
 - 2.7.6.1 Update switch configurations
 - 2.7.6.2 Upgrade IOS software to appropriate level
 - 2.7.6.3 Pretest/burn-in

- 2.7.6.4 Upgrade UPS software to appropriate level
- 2.7.7 Cutover:
 - 2.7.7.1 Plug Catalyst 6509-E/6509-E switches power supplies to APC UPS equipment
 - 2.7.7.2 Connect Catalyst 6509-E/6509-E switches in an IDF to production network
 - 2.7.7.3 Perform Acceptance Test Plan
- 2.8 Existing switches equipment replaced by new switches equipment shall be relocated to a secure COUNTY-designated area from which COUNTY will assume disposal responsibility.

3.0 CONTRACTOR Standard Deployment Configurations, 3.0 through 3.9.3

3.1 CONTRACTOR Standard Deployment Features

CONTRACTOR shall perform the following configuration steps when staging the equipment as determined during Discovery:

- 3.1.1 Provision Initial Global Settings:
 - 3.1.1.1 Hostname
 - 3.1.1.2 Username(s)/Password(s)
 - 3.1.1.3 Service Password Encryption
 - 3.1.1.4 Domain Name
 - 3.1.1.5 Telnet/SSH/HTTPS
 - 3.1.1.6 Management VLAN/IP Address/Subnet Mask/Default Gateway
 - 3.1.1.7 AAA
- 3.1.2 Provision Layer 3 Information
 - 3.1.2.1 Turn on IP Routing Globally
 - 3.1.2.2 Configure SVI Interfaces
 - 3.1.2.2.1 IP Address(es)/Subnet Mask(s)
 - 3.1.2.2.2 HSRP/GLBP/VRRP
 - 3.1.2.2.3 Descriptions
 - 3.1.2.3 Routing Protocols (EIGRP/OSPF/Static)
 - 3.1.2.4 DHCP Scopes
 - 3.1.2.5 DHCP Helper

3.2 Secure LAN Features

CONTRACTOR shall follow Cisco's best practices proven methodology for securing LAN environment. Many security layers are required to insure a secure environment. At a minimum, CONTRACTOR shall configure the following:

- 3.2.1 Network Device Access filtering for Telnet and SSH v2.0, to secure device access
- 3.2.2 Latest stable IOS software version, which has the latest security and reliability enhancements
- 3.2.3 Enabling recommended IOS services and disabling those that are not required, to improve performance and limit non-essential services
- 3.2.4 Rapid Per-VLAN Spanning-Tree (RPVST), for significant failover time improvement
- 3.2.5 SNMP and HTTP Access filtering, to secure device access
- 3.2.6 OSPF MD5 Authentication, to secure OSPF routing from routing table attacks
- 3.2.7 Network Time Protocol (NTP), with authentication, for secure synchronized logs to aid auditing and debug
- 3.2.8 Limiting VLAN domain size by restricting VLANs allowed on trunk links, for added efficiency
- 3.2.9 Trunk ports are IEEE 802.1Q encapsulation, which are tagged VLANs
- 3.2.10 VTP Transparent mode and password protection, to help protect from inadvertent or intentional VLAN removal.
- 3.2.11 DHCP snooping configured as a network security feature on access layer switches to avoid the possibility of a rogue DHCP server causing problems in the network by filtering un-trusted DHCP messages

3.2.12 IP Source Guard enabled on access ports, allowing only the IP addresses received from DHCP on that port to send and receive traffic. With proper DHCP management, this feature provides security against duplicate IP addresses in the network and prevents unwanted IP addresses from accessing network resources. IP Source Guard should be disabled for

3.2.13 Switch ports that have connected hosts with static IP address assignments, like printers or security access devices.

3.2.14 Dynamic ARP Inspection providing security against ARP poisoning by attackers. Before replying to ARP requests, the switch confirms the ARP entries by looking at the DHCP binding table, which is built because of enabling DHCP Snooping.

3.2.15 Switch Port security enables you to restrict the number of MAC addresses (e.g., secure MAC addresses) on a port, allowing access by unauthorized MAC addresses to be prevented.

3.2.16 Add Port Descriptions on all switch ports, to simplify Moves, Adds, and Changes, and assist with debug.

3.2.17 BPDU Guard configured on all Spanning-Tree Port fast enabled ports configured as access ports to prevent spanning-tree loops.

3.2.18 Root-Guard configured on all non-uplink switch ports on IDF switches to prevent the access port from becoming a root port, also preventing Spanning-Tree loops.

3.2.19 Unused switch ports on IDF switches disabled in an unused VLAN with no Layer 3 interface. This will ensure that devices plugged into unused switch ports do not get unauthorized access into the network.

3.2.20 Where supported, Control Plane Policing for protection against DOS attacks at infrastructure switches. QOS control for packets that are destined to the control plane of switches.

3.2.21 The listed security features are the basic/intermediate features that cause little to no disruption to an organization's day-to-day operations.

3.2.22 Additional features discussed during the pre-sales process requested by COUNTY to implement for their Data Network architecture.

3.3 Excluded Features

CONTRACTOR shall provide a turn-key solution, including managed services; CONTRACTOR shall implement all necessary features as requested by COUNTY.

3.4 Knowledge Transfer

CONTRACTOR shall provide 'Knowledge Transfer' sessions for COUNTY Administrative staff.

3.5 Administrative Knowledge Transfer

3.5.1 COUNTY will designate appropriate personnel who are familiar with the project details and who will continue to maintain the systems after successful system cutover. The knowledge transfer session(s) provided, as well as documentation from the RDD, will provide the basic understanding of how the COUNTY's system(s) will operate.

3.5.2 CONTRACTOR's knowledge transfer will not create expert and/or advanced functionality for COUNTY administration. COUNTY is not expected to troubleshoot advanced situation and upgrade their system(s) without assistance from CONTRACTOR or Cisco unless COUNTY personnel receive advanced Cisco training/certification(s).

3.5.3 CONTRACTOR shall provide informal administrative knowledge transfer sessions, by the lead CONTRACTOR deployment Engineer.

3.6 Cisco Training Credits

As part of the BOM, the COUNTY will be entitled to (220) Cisco Training Credits at no additional cost to the COUNTY. CONTRACTOR shall work closely with the COUNTY team to provide recommendations in terms of which classes to take.

3.7 Cutover/First Day of Support

3.7.1 Cutover strategy will be determined and based upon the outcome of the RDD. CONTRACTOR Project Manager shall be on-site support for phased cutover days at mutually agreed upon dates and times. Further, the CONTRACTOR's Project Manager shall incrementally build and track long term, supported equipment list via proper internal processes and controls which will characterize the installed network for the benefit of the CONTRACTOR Technical Assistance Center (NTAC) and 24X7 On-Site Field Engineering personnel for long-term management and support.

3.7.2 Both internally, and in coordination with COUNTY, the CONTRACTOR Project Manager shall occasionally and continually update the NTAC and CONTRACTOR "On-Site" personnel as to updates on equipment that is cutover, thus assuring a smooth transition from project implementation mode to long term support mode. Ultimately, the CONTRACTOR Implementation Project Manager will exit this project with final and formal transition to the CONTRACTOR Managed Services Personnel (comprised of both remote NTAC engineers and 24 hours a day, 7 days a week, and 365 days a year On-Site engineers).

3.7.3 Immediately upon installation of equipment the Contractor shall start providing 24 hours a day, 7 days a week, and 365 days a year on-site engineering managed services support irrespective of the completion of In-Service Acknowledgement Form (Exhibit E) signing process.

3.8 Deliverables

3.8.1 To COUNTY from CONTRACTOR:

3.8.1.1 Project Plan (finalized during Project Kick-Off)

3.8.1.2 Requirements Definition Deliverable (RDD)/Data Collection Worksheet

3.8.1.3 Updated As-Built Network diagrams

3.8.1.4 Design Definition Deliverable (DDD)

3.8.1.4.1 The DDD shall contain "as built" information, such as updated application flow diagrams, IP address information, switch port assignment and mappings, and final configurations. It will be submitted to COUNTY at the completion of the final project milestone. Please note, DDD information shall be updated accordingly by CONTRACTOR On-Site personnel. In addition, all DDD information shall be provided to COUNTY in soft-copy format on compact disc(s).

3.8.2 To CONTRACTOR from COUNTY:

3.8.2.1 Signed Agreement

3.8.2.2 Signed RDD

3.8.2.3 Signed In-Service Acknowledgement Form

3.9 Project Completion

3.9.1 Upon CONTRACTOR's completion of the professional services, CONTRACTOR shall notify COUNTY of completion of a specific milestone or service performed by providing an In-Service Acknowledgement Form (Exhibit E). COUNTY has five (5) working days from the receipt of the In-Service Acknowledgement Form to schedule appropriate personnel to review the particular milestone or services performed and sign the In-Service Acknowledgement Form.

3.9.2 In order to refuse acceptance of the services performed, COUNTY must provide CONTRACTOR with full details of services that do not conform to the Agreement. CONTRACTOR shall address such non-conformance within five (5) working days. CONTRACTOR shall compile an action plan within five (5) days to correct any deficiencies and the process for acceptance detailed herein shall be repeated until such time as all deficiencies have been resolved and the services meet the requirements of the Agreement. At the conclusion of this project, COUNTY will have deployed a solution as described throughout the various applicable contractual documents including but not limited to this Scope of Work.

3.9.3 The responsibility for maintenance of the installed components of the new network transitions to an Operation and Maintenance status upon COUNTY signing the Site Completion Certificate shall be the responsibility of CONTRACTOR.

4.0 Issue Escalation

There are two kinds of support issues that require escalation:

- 4.1 Implementation issues
- 4.2 Operations and Maintenance (O and M) issues

4.1 Implementation Issues

All issues directly related to the implementation of the COUNTY network are the responsibility of, and should be directed to, the CONTRACTOR Project Team. These issues include anything within the scope of the signed Professional Services Statement of Work.

4.1.1 **Problem Resolution** – During an implementation, the CONTRACTOR’s Project Manager shall be responsible for ensuring Cisco-related issues are resolved to the satisfaction of COUNTY. For contact information pertaining to the CONTRACTOR project team please direct all inquiries to the following individual:

Problem Resolution Contact Information			
Name	Title	Phone	E-mail
Donna Zabala	Senior Project Mgr.	858.427.2637	donna.zabala@nexusis.com

Note: COUNTY reserves the right to change Project Manager, if deemed necessary by the COUNTY.

4.1.2 **Problem Escalation** – Any problems encountered post-implementation require CONTRACTOR to manage through Nexus Care Managed Services as described in Section 8.0.

4.2 Operation and Maintenance (O and M) Issues

For all issues outside the scope of this Agreement, specifically, for network problems occurring after execution of the In-Service Acknowledgement Form, CONTRACTOR is responsible for resolving. CONTRACTOR Managed Service shall resolve O and M issues.

5.0 Responsibilities of Each Party

5.1 Project Coordination

5.1.1 CONTRACTOR shall provide a project manager to coordination services and a structured methodology for implementation for this Agreement. Project coordination services provide oversight of the organization, direction and control of all project-related efforts required to complete the implementation as defined herein. Project coordination will include the oversight of the project as defined by this Agreement together with the COUNTY in the role of the CONTRACTOR’s single point of contact. Timelines and schedules shall be established to help meet the needs of the project goals and expectations for the associated solutions as defined in Section 1.4 and 1.5.

5.1.2 Upon execution of this Agreement by both parties and CONTRACTOR’s receipt of the executed Agreement, and Agreement from the COUNTY, CONTRACTOR and COUNTY shall determine the optimal start date and cutover and delivery date based on discussions with the CONTRACTOR sales team, project coordination resource, CONTRACTOR technical resources, and the COUNTY.

5.1.3 The CONTRACTOR’s Project Manager shall manage the project onsite, which includes the Project kick-off meeting. Status meetings and conference calls will typically be driven by the CONTRACTOR Project Manager, with additional CONTRACTOR resources scheduled as needed for participation at the discretion of the CONTRACTOR Project Manager.

5.1.4 The CONTRACTOR’s Project Manager shall organize and coordinate the following tasks including but not limited to:

5.1.4.1 The procurement, staging and delivery of the equipment purchased

5.1.4.2 The scheduling of CONTRACTOR’s resources

5.1.4.3 The coordination of required COUNTY resources and associated tasks such as:

5.1.4.3.1 Scheduling business units for the implementation.

5.1.4.4 The planning of installation activities utilizing the timeline established after the kick off meeting as the guide

5.1.4.5 Act as the single point of contact for change control, escalation and acceptance activities for the implementation team efforts defined within this Agreement.

5.2 Project Kickoff Meeting

5.2.1 The purpose of the Project Kick-off meeting is to transition the project from the design and purchase process to the implementation phase. The agenda of the meeting shall include the review of the contract terms, and key project task areas. The key stakeholders must attend the Kickoff Meeting to establish joint planning, and define the tactical plan to meet the required deliverables as outline in this Agreement. This is typically an on-site meeting with the added attendance of the CONTRACTOR Account Manager, Systems Design Engineer and Deployment Engineer(s) on-site, as well as the COUNTY's key stakeholders.

5.2.2 At a minimum, the agenda shall also include the review the following planning activities:

5.2.2.1 Validate the Bill of Materials as itemized on the Exhibit C of the Agreement

5.2.2.2 Review various other specifics of this Agreement

5.2.2.3 Develop and verify the contact and escalation list

5.2.2.4 Communication plan that defines the understanding as to how CONTRACTOR and the COUNTY agree to communicate on all project related information ranging from non-critical information to critical information.

As part of the communication plan, the CONTRACTOR Project Manager and the COUNTY's single point of contact will jointly establish:

5.2.2.4.1 The time and frequency for status meetings and conference calls

5.2.2.4.2 Documentation of meetings and the distribution of the associated meeting notes

5.2.2.4.3 The assignment and tracking of all required action items

5.2.2.4.4 Network information deliverables required from the COUNTY

5.2.2.4.5 System database information deliverables as may be required from the COUNTY, including extension number assignments, IP-numbering schema, and public and private circuit switching information

5.2.2.4.6 Project invoicing terms as defined in the Exhibit B (Milestone Payment) of the agreement

5.2.2.4.7 Freeze dates for any database or scope changes

5.2.2.4.8 Review and verify the COUNTY's hours of operation, available building access for CONTRACTOR, COUNTY's change management requirements, loading dock availability, blackout dates/times for service or delivery, security, site access badge requirements, escorted access requirements, and facility training requirements.

5.2.2.5 Change Management Plan, the CONTRACTOR and the COUNTY will manage changes during the project lifecycle. Changes may occur during a project for a multitude of reasons and it is vital that a plan is in place to document and execute changes on a written change order as they arise. If changes occur that have an impact on the initial timeline, the Project Manager shall make changes to reflect any associated milestone impacts that may arise as the direct result of the change(s), upon approval by COUNTY.

5.2.2.6 Site test, acceptance process, and criteria based on the scope of the project

5.3 Implementation Phase:

5.3.1 Throughout the implementation phase, the CONTRACTOR Project Manager shall:

5.3.1.1 Lead the project by following this project scope, and associated activities as established in the project kickoff meeting

5.3.1.2 Update the Project Time Line, review the project for jeopardy, and act as the CONTRACTOR "Single Point of Contact"

5.3.1.3 Coordinate the requirements associated with system data gathering requirements

5.3.1.4 Establish and participate in status update calls

5.3.1.5 Process any change orders as may be required throughout the implementation

5.3.1.6 Oversee the process of collecting the information required for the Requirements Definition

Documentation (if purchased) and coordinate the preparation and presentation of the final document

5.3.1.7 Track the flow of equipment from the CONTRACTOR staging facility to the COUNTY location.

5.3.1.8 Contact COUNTY to confirm site readiness for equipment delivery and prior to the start of work on site by the CONTRACTOR deployment team

5.3.1.9 Verify the existence of the required electrical and environmental equipment prior to the installation. In addition, this equipment shall be verified prior to engagement.

5.3.1.10 Ensure CONTRACTOR employees and any subcontractors conform to COUNTY's reasonable workplace policies, conditions, and safety regulations that are consistent with CONTRACTOR's obligations herein and that are provided to CONTRACTOR in writing prior to commencement of the services; provided, however, that CONTRACTOR's personnel or subcontractors shall not be required to sign individual agreements with the COUNTY or waive any personal rights.

5.3.2 COUNTY responsibilities include:

5.3.2.1 Designate a single point of contact to whom all CONTRACTOR communications may be addressed and who has authority to act on all aspects of the services, excluding signature authority on goods or services. The CONTRACTOR's primary contact is identified in Section 2.9.1 and will be available during normal business hours, as well as cutovers.

5.3.2.2 Designate a backup contact when the primary COUNTY contact is not available, who has the authority to act on all aspects of the services in the absence of the primary contact.

5.3.2.3 Unless otherwise agreed to by the parties, provide information and documentation required by CONTRACTOR within five (5) business days of CONTRACTOR's request.

5.3.2.4 To ensure network readiness, CONTRACTOR shall work with COUNTY to define a date prior to the beginning of implementation when no further changes to the network will occur.

5.3.2.5 When requested by CONTRACTOR, provide county site building layouts, including the floor plans, location of cables, and power sources.

5.3.2.6 Supply the workplace policies, conditions, and environment in effect at the COUNTY site.

5.4 System Configuration

5.4.1 CONTRACTOR responsibilities:

5.4.1.1 Develop configuration documentation with input from the COUNTY and its network design team.

5.4.1.2 Develop the implementation-specific network diagram with input from the COUNTY and its design team.

5.4.1.3 Configure all devices included in the solution for maximum conformance to the desired access and security policies. This conformance is based on CONTRACTOR Standard Configuration practices as well as Cisco's published SRND best practices documentation.

5.4.1.4 Provide input to CONTRACTOR for the development of configuration documentation.

5.4.1.5 Provide station locations IP addresses and subnet masks and existing DNS and DHCP server configurations information, when applicable.

5.4.1.6 Provide information/documentation of existing LAN switching and patch panel mappings, as necessary and when requested by CONTRACTOR, to aid in the documenting of physical switch port to patch panel mappings for all active hosts and network devices that will physically connect to devices included in the BOM in Exhibit C.

5.4.1.7 Provide a list of users, security levels, and access privileges and define system administration and security policies, as well as any other special requirements to be implemented in the product.

5.4.1.8 Provide information/documentation from existing COUNTY Cabletron and Enterasys switch and router configurations, as necessary and when requested by CONTRACTOR.

5.5 Staging

5.5.1 CONTRACTOR responsibilities:

5.5.1.1 Receive, inventory, and record serial numbers for the product at the CONTRACTOR staging facility.

- 5.5.1.2 Load and configure implementation-specific network device software, per the staging plan requirements.
- 5.5.1.3 Unpack and assemble devices and attach the designation strips for each.
- 5.5.1.4 Connect and test all switches for interconnectivity and interoperability, as per CONTRACTOR best practices.
- 5.5.1.5 Verify model types and quantities received against the BOM (Exhibit C) and COUNTY's purchase order
- 5.5.1.6 Power on and burn in the device for at least a 24 hour period
- 5.5.1.7 Perform a power on verification of each interface
- 5.5.1.8 Verify that the correct software version is loaded
- 5.5.1.9 Verify that each device is populated with the correct hardware components
- 5.5.1.10 Load the proper configuration for the intended location of the device as specified in the Detailed Design Document approved by the COUNTY PMO office
- 5.5.1.11 Provision Initial Global Settings, such as:
 - 5.5.1.11.1 Hostname
 - 5.5.1.11.2 Username(s)/Password(s)
 - 5.5.1.11.3 Service Password Encryption
 - 5.5.1.11.4 Domain Name
 - 5.5.1.11.5 Telnet/SSH/HTTPS
 - 5.5.1.11.6 Management VLAN/IP Address/Subnet Mask/Default Gateway
 - 5.5.1.11.7 AAA
- 5.5.1.12 Provision Layer 3 Information, such as:
 - 5.5.1.12.1 Turn on IP Routing Globally
 - 5.5.1.12.2 Configure SVI Interfaces
 - 5.5.1.12.3 IP Address(es)/Subnet Mask(s)
 - 5.5.1.12.4 HSRP/GLBP/VRRP
 - 5.5.1.12.5 Descriptions
 - 5.5.1.12.6 Routing Protocols (EIGRP/OSPF/Static)
 - 5.5.1.12.7 DHCP Scopes
 - 5.5.1.12.8 DHCP Helper
- 5.5.1.13 Save the newly loaded configuration
- 5.5.1.14 Power-cycle the device
- 5.5.1.15 Validate that the device has the proper software and configuration after the power cycle
- 5.5.1.16 Prepare shipping/transport documentation including the hardware, software, configuration and serial number of the device
- 5.5.1.17 Label each device with appropriate information, such as hostname, location, serial number, and IP address, and place label on the accessible side of the device
- 5.5.1.18 Deliver the device to the destination location
- 5.5.1.19 The COUNTY PMO office will be advised by CONTRACTOR Project Manager when the device shall be delivered allowing the RCRCM PMO office assigned single point of contact to receive the equipment and store it in a designated secure area for installation by CONTRACTOR
- 5.5.1.20 Create an Excel spreadsheet with asset information that will allow COUNTY PMO office to load asset information into an asset management system

5.6 Deployment

5.6.1 CONTRACTOR responsibilities:

- 5.6.1.1 CONTRACTOR shall deliver the product from the CONTRACTOR staging facility to the designated installation locations.
- 5.6.1.2 Installation shall be performed during off-hours (1AM – 4AM) PST with prior approval by COUNTY management to minimize the impact to patient care services.

5.6.1.3 CONTRACTOR shall provide remote technical support for the CONTRACTOR on-site engineer during installation, migration, cutover, and implementation testing, in the event technical escalation is required.

5.6.1.4 Remove existing LAN switches and supply, install, and configure new LAN switches at each of the locations listed in Exhibit C.

5.6.1.5 Remove existing patch cables, install, and neatly route new patch cables with proper labeling, as it pertains to devices replaced by those listed in the Exhibit C (BOM)

5.6.1.6 Remove existing IDF UPS equipment for devices being replaced by devices in the BOM (Exhibit C) and supply, install, and configure new UPS devices for each of the locations listed in Exhibit C (BOM).

5.6.2 COUNTY responsibilities:

5.6.2.1 Identify a coordinator responsible for the services at each COUNTY site.

5.6.2.2 Prepare the COUNTY site in accordance with the site readiness recommendations derived from the Project Kick-Off meeting and subsequent design/planning meetings. CONTRACTOR shall not proceed with the product installation until such modifications and changes are made. Per the RFQ, RCMRC requests the selected vendor to supply and install the UPS equipment for each IDF closet listed in Exhibit C (BOM) in Section 1.

5.6.2.3 Provide a storage room for old equipment to be moved and stored, along with appropriate badge access. This room should have a locked storage area.

5.6.2.4 Provide remote access to CONTRACTOR remote technical or implementation support in the event technical escalation is required.

5.6.2.5 Allow access from within COUNTY network to remote CONTRACTOR servers for downloading of essential software, in support of the Project.

5.6.2.6 Provide earthquake bracing, if required.

5.6.2.7 Provide any security clearances, escorts, special safety equipment, and access training as required to access the site.

5.6.2.8 Provide a Network Engineer, Cabling Technician, and/or agreed-upon COUNTY personnel to be available during the network installation and implementation testing to make network changes on existing COUNTY Cabletron and Enterasys switches and routers, as well as any COUNTY file and application servers, when and as required by the CONTRACTOR deployment Engineer to make the data network operational.

5.7 Estimated Project Time Line

Preliminary Project Timeline										
Project Task	Week									
	1	2	3	4	5	6	7	8	9	10
Equipment Procurement	X	X	X	X						
Planning and Scheduling		X	X							
Discovery and Analysis and Test Plan Review			X	X						
Installation, Burn-In, Pre-Configuration				X	X	X				
Onsite Deployment				X	X	X	X	X	X	
Evaluation Wrap-up									X	X

5.8 Change Management Process

- 5.8.1 It may become necessary to amend this Agreement by authorized parties mentioned in the Agreement, section 4.0 Alteration or Changes to the Agreement, for reasons including, but not limited to, the following:
- 5.8.1.1 COUNTY's changes to the Agreement and specifications for the services.
 - 5.8.1.2 COUNTY's changes to the project plan, which will be finalized and agreed to during the Project Kick-off meeting.
 - 5.8.1.3 Unavailability of resources that are beyond either party's control.
 - 5.8.1.4 Environmental or architectural conditions not previously identified.
- 5.8.2 In the event either party desires to change this Agreement, the following procedures shall apply:
- 5.8.2.1 The party requesting the change shall deliver a Change Order Request Form to the other party. The Change Order Request Form shall describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the deliverables and/or the schedule.
 - 5.8.2.2 A Change Order Request Form may be initiated either by the COUNTY or by CONTRACTOR for any changes to the Agreement. The Project Manager of the requesting party shall review the proposed change with his/her counterpart. The parties shall evaluate the Change Order Request Form and negotiate in good faith the changes to the services and the additional charges, and shall receive approval from COUNTY Purchasing Agent or the Board of Supervisors as required to implement the change order. If both parties agree to implement the change order, the appropriate authorized representatives of the parties shall sign a contract amendment, indicating the acceptance of the changes by the parties.
 - 5.8.2.3 CONTRACTOR or COUNTY are under no obligation to proceed with the Change Order Request Form until such time as the Change Order Request Form has been agreed upon by both parties.

6.0 Assumptions

The following assumptions, together with those detailed elsewhere, were made to create this Statement of Work. Any such modifications shall be managed by the Change Management Procedure described in Section 5.8.

6.1 General Assumptions

- 6.1.1 COUNTY will provide appropriate access to COUNTY facilities, including, where applicable, computer equipment, facilities, workspaces, and telephone for CONTRACTOR' use during the project.
- 6.1.2 In the event the Cisco Technical Assistance Center (TAC) is contacted for network issue or problem resolution, COUNTY will provide Cisco TAC remote network system access by way of an analog phone line and modem, which will allow for dial-in connectivity, if and when required.
- 6.1.3 COUNTY will provide information of the existing network only. CONTRACTOR shall provide a complete and documented network architecture plan that includes physical and logical schematics as part of this implementation
- 6.1.4 COUNTY will provide skilled personnel to assist with performing the hardware and or software configuration changes that will be required on existing COUNTY Cabletron and Enterasys switches and routers, as well as any COUNTY file and application servers, as necessary for this project.
- 6.1.5 Ensure that all patch panels and cables are properly wired and labeled. IDF Switch port –to-patch panel mapping documentation will be supplied by CONTRACTOR deployment team after deployment. CONTRACTOR shall use existing port numbers listed on patch panels today. CONTRACTOR shall update documentation during the deployment of the project and provide a final version upon completion.
- 6.1.6 Any additional cabling required is performed by the COUNTY's cabling vendor.
- 6.1.7 COUNTY shall be responsible for the registration of all Cisco SMARTnet or other required Cisco hardware or software registrations; however as the selected managed service provider, CONTRACTOR would assume this responsibility.

6.1.8 Both COUNTY and CONTRACTOR must mutually agree to any COUNTY network architecture design changes between the date of COUNTY’s execution of this Agreement and the completion of all services contemplated hereunder.

6.1.9 Implementation of a security product or solution does not constitute complete and total risk elimination. Every effort to provide maximum protection is taken.

6.1.10 Unless otherwise agreed to by the parties, a response shall take place within five (5) business days of CONTRACTOR’s request for documentation or information needed for the project.

6.1.11 CONTRACTOR will require one (1) week to schedule resources for the project start from the time all completed contracts are received and processed.

6.1.12 Resources from various CONTRACTOR offices may be utilized, as needed, to provide a full scope of technical expertise.

6.1.13 Any product or service delivery dates communicated to the COUNTY outside of this Agreement or the project plan, which will be finalized and agreed to during the Project Kick-off meeting, is not to be considered valid or binding.

6.1.14 Requests for support or services outside of this Agreement require written approval by the COUNTY and acceptance by the CONTRACTOR Project Manager and may result in additional charges to the COUNTY.

6.1.15 If the project extends beyond the timeline specified in the project plan due to delays caused by parties other than CONTRACTOR and its subcontractors, additional charges may apply. COUNTY has indicated that it will put forth all efforts required to avoid project delays at any cost. However, if additional charges apply, an amendment will be presented by the CONTRACTOR, and approved by the COUNTY, at the following labor rates:

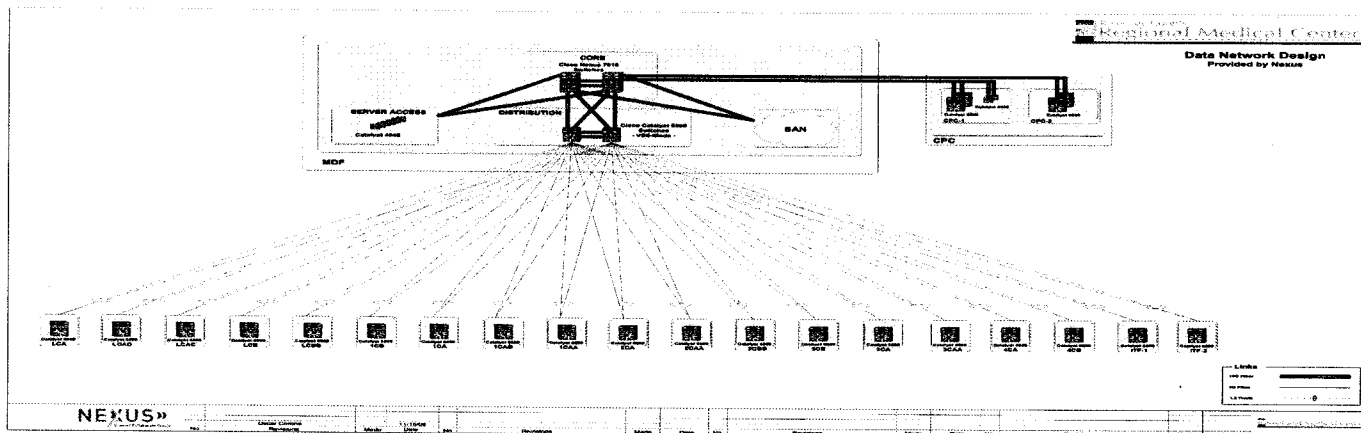
Project Manager Hourly Rate	\$134.00
Technician Hourly Rate	\$119.00
Engineer Hourly Rate	\$159.00
Sr. Engineer Hourly Rate	\$190.00

6.1.16 Any services outside the scope of this project will be provided on a time and materials basis.

6.1.17 COUNTY change orders that have been agreed to and approved shall be billed at current labor and material rates and will be due and payable upon receipt.

6.1.18 COUNTY will assume sole responsibility for any and all Permits, Bonding, and/or OSHPOD-related matters.

7.0 Network Topology Diagram



8.0 Nexus Care Managed Services

Nexus Care Managed Services Overview for COUNTY

This Agreement describes CONTRACTOR Managed Services for COUNTY. In order to properly articulate the various services Nexus shall provide, the services shall be described in sections by “tasks” and “responsible party”.

Further, this document will also discuss and clarify additional sub-components of various aspects of the services CONTRACTOR will provide.

8.1 CONTRACTOR shall provide the following services (“tasks”) to COUNTY;

8.1.1 Network Administration Services

- 8.1.1.1 Manage and administer contracted enterprise network devices.
- 8.1.1.2 Coordination of issue resolution and perform recovery services.
- 8.1.1.3 Proactive monitoring and threshold reporting and notification of bandwidth, protocol, utilization and errors for LAN and WAN
- 8.1.1.4 Trends, including performance against base line.
- 8.1.1.5 Details of calls logged against status
- 8.1.1.6 Performance against SLA
- 8.1.1.7 Management summaries
- 8.1.1.8 Daily, weekly and monthly reports
- 8.1.1.9 Network infrastructure design, installations and expansions
- 8.1.1.10 IP address management
- 8.1.1.11 Assisting COUNTY in the design, planning, implementation and administration services while providing connectivity between COUNTY network and OTHER third party network. Limited to logical design Hardware and lease line charges are not included.
- 8.1.1.12 Co-ordination with Telco providers for Data Network remediation and repair
- 8.1.1.13 Network asset inventory
- 8.1.1.14 Configuration documentation
- 8.1.1.15 Provide Availability Management services for in-scope enterprise network devices
- 8.1.1.16 Provide Change, Configuration and Release Management for all network hardware and software
- 8.1.1.17 Participate in planning network services and maintains guidelines, policies and procedures
- 8.1.1.18 IMAC services via CONTRACTOR provided 24 hours per day, 7 days per week, 365 days per year On-Site Technicians

8.2 Security Administration Services

- 8.2.1 Implement the policy of deny, all unless meets the criteria.
- 8.2.2 Upon notification from COUNTY, CONTRACTOR shall provide network-level services to contain and isolate undesired network behavior (i.e. Broadcast storms, Viral outbreaks, etc). CONTRACTOR does not provide any virus detection solutions.
- 8.2.3 Follow Change Management process while making changes to firewall configurations.
- 8.2.4 Based on the Change control approvals Security team will create/modify/delete the firewall rules, filters, routing, setting up of Site to Site tunnels and any other required changes including elimination of the obsolete entries.
- 8.2.5 Security team will regularly review all the Firewall logs for any suspicious activities and anomalies.
- 8.2.6 Security team will generate periodic firewall log reports and also as and when requested.
- 8.2.7 Security team will provide administration, Capacity and Availability Management services for remote connectivity services and VPN appliances.

8.3 Monitoring and Fault Management

8.3.1 CONTRACTOR shall provide 24 hours a day at 365 days a year, monitoring and fault identification services. The following services are included within the Management Services monitoring and fault management service offering:

8.3.1.1 Proactive device monitoring (24 hours per day, 7 days per week, 365 days per year)

8.3.1.2 Actively monitor devices, application services and connections via ICMP pings, host agents and SNMP trap collection. Depending on device type and manufacturer, various system and interface elements are monitored including connectivity and utilization.

8.3.1.3 CONTRACTOR's Nexus Care Pro Network management service includes monitoring of numerous operational and performance elements to maximize your network availability. Monitoring of some elements may vary based on manufacturer and operating system version

8.3.1.4 Proactively notify COUNTY of error conditions according to Service Level Requirements

8.3.1.5 Provide root cause analysis to determine source of the problem

8.3.1.6 Actively work with service providers, COUNTY staff and Equipment vendors to identify and resolve problems, including working with hardware maintenance vendors to coordinate the repair and replacement of Devices

8.3.1.7 Restore the Network to operating condition

8.3.1.8 Maintain COUNTY specific notification and escalation procedures

8.3.1.9 Maintain site contact information for each COUNTY location

8.3.1.10 Conduct post-mortem meetings upon COUNTY'S request within 48 hours of a major event (e.g., an outage greater than 12 hours, or an outage that requires public relations intervention)

8.3.1.11 Install Cisco-approved Operating System patches

8.3.1.12 Proactive service availability monitoring, restart and fault resolution on contracted devices (24 hours per day, 7 days per week, 365 days per year)

8.3.1.13 Provide on-line access to view real-time trouble ticket status via an Internet portal (excluding maintenance windows)

8.3.1.14 Maintain detailed asset information for each Device and connection including location, operating system version, serial number, and circuit id, if applicable.

8.3.1.15 Develop and maintain copies of the following documents:

8.3.1.15.1 COUNTY notification/escalation flowchart

8.3.1.15.2 Carrier notification/escalation flowchart

8.3.1.15.3 Password documentation

8.3.1.16 Only Up/Down notification and Nexus Technical Assistance Center incident response is available for Cisco Security Devices, Appliances and Applications. CONTRACTOR does not monitor internal metrics and alarms (i.e. real-time log file interpretation, CPU utilization, Power supply status, etc).

9.0 On-Site Staff Augmentation and Engineering Support – 24X7X365

9.1 CONTRACTOR shall provide 24 hours a day, 7 days a week, and 365 days a year, on-site staff augmentation support services in combination with a remote-based managed services contract.

9.2 On-Site CONTRACTOR technicians shall be available to deliver qualified services relating to the devices included in the contract. The “tasks” and work-objectives of these technicians shall vary from day to day as directed by COUNTY information Services Staff or CONTRACTOR Technical Assistance Center staff (NTAC). The CONTRACTOR On-Site technicians shall provide the first line of response for technical incidents that arise. Should a second level support be required, the CONTRACTOR On-Site technician shall escalate to the assigned CONTRACTOR engineer within the 24 hours a day, 7 days a week, and 365 days a year CONTRACTOR Technical Assistance Center.

9.3 Conversely to the On-Site to NTAC escalation process, should network incidents, anomalies or other undesirable network behavior appear; the responsible engineer within the NTAC Monitoring Center shall investigate all network issues outlined in this document. When remote access to network device does not allow for a timely and proper incident resolution, the assigned NTAC engineer shall contact the On-Site CONTRACTOR Engineer for investigation and collaborative repair.

9.4 A ticket shall be opened on the Nexus Care “Support Desk” web ticketing portal for tracking all incidents requiring NTAC assistance. This ticket shall document the COUNTY’s ticket, current time and date of incident, symptom of network problem, recommended action, implemented action, results of action and root cause analysis. This portal shall be available to COUNTY staff, CONTRACTOR On-Site Staff and CONTRACTOR NTAC Engineers via password protected account.

9.5 Concurrently and in collaboration, both the On-Site CONTRACTOR Technician and the assigned NTAC engineer shall work to resolve network incidents in a manner such that timing and urgency will be driving by the COUNTY Service Level Requirements (see section 11.0 of Exhibit A).

10. Managed Services Responsibilities Matrix – Table #1

COUNTY declares that the following responsibilities shall be divided up between two (2) Internal Managed Services Support parties. CONTRACTOR shall provide both On-Site and Remote Based Technical Support services with COUNTY acting in a business decision making role as indicated on the matrix below.

Ref	Service Responsibility	Contractor On-Site Resource	Contractor Monitor Center	COUNTY
Network Services Monitoring and on-site support				
1	Monitor IT Network Infrastructure on a 24 hour X 7 day per week basis utilizing Contractor provided tools.		X	
2	Perform proactive alert notification for fault and performance conditions with CONTRACTOR provided tools.		X	
3	Measure and analyze network availability and performance		X	
4	Produce regular reports on network availability, performance, alerts, and faults.		X	
5	Document and enhance procedures for ensuring reliable monitoring of network infrastructure.		X	
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY
6	Establish guidelines for all scheduled network equipment service outages for routine maintenance, installations, and upgrades.		X	X
7	Install and configure network devices according to pre-defined hardware, software, firmware, and performance definitions.	X		

Ref	Service Responsibility	Contractor On-Site Resource	Contractor Monitor Center	COUNTY
8	Manage and maintain IP addresses and schematics.		X	
9	Create and maintain documentation and schematics of the network infrastructure environment. On-site creation w/transition to Monitor Center.	X		
10	Evaluate and analyze new technology for providing standards.	X		X
11	Approve new technology for providing standards.			X
12	Provide all fiber optic and category twisted pair cabling necessary for network infrastructure environment. (Custom bid, cannot provide unlimited materiel and labor).			X
13	Test and certify the physical cabling.			X
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY
14	Document resource usage requirements and track usage.		X	
15	Review and analyze monitoring reports for utilization and threshold trends.		X	
16	Prepare observations and recommendations on resource usage and capacity.		X	
17	Forecast bandwidth requirements.		X	
18	Approve observations and recommendations on resource usage and capacity.		X	X
19	Manage appropriate bandwidth to meet utilization projections on LAN (i.e. QOS)		X	
20	Provide physical hardware and software necessary to meet utilization projections.			X
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY
21	Review and analyze monitoring reports to determine optimal utilization.		X	
22	Document and present recommendations on changes for increasing performance.		X	
23	Implement changes for performance tuning.		X	
24	Conduct ongoing performance reviews and recommend adjustments as necessary.(Monthly Stewardship meeting via Web Meeting.)		X	
25	Conduct hardware benchmark testing as required. (Baseline relative to installed standard).		X	
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY

Ref	Service Responsibility	Contractor On-Site Resource	Contractor Monitor Center	COUNTY
26	Adhere to consistent network standards for hardware and software purchases. (as it pertains to the Contractor response for original RFQ).		X	
27	Manage and maintain configuration documentation for all environments planned, designed and implemented by Contractor.		X	
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY
28	Perform hardware configuration backups as scheduled on CLI/IOS based Cisco devices.		X	
29	Restore configuration data as required on contracted, monitored systems.		X	
30	Recommend and implement changes to hardware configuration backup.		X	
31	Approve hardware configuration backup strategy.		X	
32	Assist in implementing, maintaining, and periodically testing the configuration data backup and recovery procedures on contracted, monitored systems.		X	
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY
33	Assist in maintaining change management policies, processes, and procedures.		X	
34	Conduct change management training for IT management and staff.		X	
35	Review all submitted Request For Change prior to implementation		X	X
36	Approve changes to the network infrastructure environment.			X
37	Install all changes in accordance with Change Management processes		X	
38	Coordinate and communicate outages, scheduled and unscheduled.		X	
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY
39	Define network infrastructure security requirements.	X		X
40	Recommend security policies and standards	X	X	
41	Approve recommended security policies and standards			X
42	Implement COUNTY defined security policies and standards	X		
43	Document and maintain security schemes, profiles, and procedures for all resources as directed by COUNTY's security policy.(applies only to devices specifically contracted to Contractor).	X		
44	Implement reasonable and industry standard security (applies only to devices specifically contracted to Contractor).	X		

Ref	Service Responsibility	Contractor On-Site Resource	Contractor Monitor Center	COUNTY
45	Provide for the physical security of the network infrastructure environment			X
46	Manage and maintain administrative and technical support for physical security			X
47	Monitor and respond to network infrastructure alarm systems.		X	
48	Administer and support data and systems security.	X		
49	Recommend reasonable and industry standard security audit process.	X		
50	Approve reasonable and industry standard security audit process.	X		
51	Contractor shall maintain the consistent network security policies established during implementation of contracted network devices.		X	
52	Recommend network security hardware and software.(most effective when involving Contractor Sales and Pre-Sales Applications Engineering team).	X		
53	Approve and provide recommended network security hardware and software.			X
54	Install and maintain network security hardware and software provided by COUNTY. (as it pertains to the Contractor response for original RFQ).	X	X	
55	Participate in and approve results of changes to security software.		X	X
56	Recommend the information security policies and settings..		X	
57	Approve the recommend information security policies and settings..		X	X
58	Implement the recommend information security policies and settings..		X	
59	Document and maintain access policies and procedures.		X	
60	Occasionally review security logs for contracted security appliances or programs.		X	
61	Provide maintenance and/or support agreements between vendors and COUNTY for current maintenance and service contracts on all hardware and Independent Software Vendor (ISV) software.			X
62	Recommend and manage support agreements between vendors and COUNTY for current maintenance and service contracts on all hardware and Independent Software Vendor (ISV) software for devices and software programs contracted for service to Contractor. (as it pertains to the Contractor response for original RFQ).		X	
63	Provide contracts for third-party support programs, obligations, and warranties.			X
64	Manage third-party support programs, obligations, and warranties for systems for devices and software programs contracted for service to Contractor. (as it pertains to the Contractor response for original RFQ).		X	X
65	Maintain and manage compliance with warranty, and support and maintenance agreements for network infrastructure for devices contracted for service to Contractor. (as it pertains to the Contractor response for original RFQ).		X	

Ref	Service Responsibility	Contractor On-Site Resource	Contractor Monitor Center	COUNTY
66	Communicate contract provisions internally and to COUNTY's, as needed for contracted services. (as it pertains to the Contractor response for original RFQ).		X	
67	Maintain and manage asset management database, including regular physical inventory.	X		
68	Research and price network equipment required for new installations or upgrades. (Contractor On-Site resource to coordinate with Contractor Sales and Pre-Sales Applications Engineering team).	X		
69	Obtain network equipment from manufacturer or reseller.			X
70	Contractor shall de-install equipment and move to location within hospital, COUNTY to arrange for disposal.	X		
71	Manage inventory (Contractor does not provide physical security of COUNTY owned equipment).			X
72	Coordinate warranty and non-warranty repair work performed by manufacturer authorized repair depot.		X	
73	Maintain and manage network equipment operating system software license inventory.		X	
		Contractor On-Site Resource	Contractor Monitor Center	COUNTY
74	Oversee network infrastructure equipment moves	X		
75	Provide "as-built" documentation of all Contractor supplied equipment.	X		
76	Maintain physical inventory and "as-built" of all Contractor supplied equipment		X	
77	Monitor MDF and IDF environmental variances within Contractor supplied appliances only.		X	
78	Monitor and maintain contracted uninterrupted power supplies (UPS) and backup power systems.			X
79	Administer contract services and other third party agreements (environmental, security, and other companies) related to the network infrastructure environment. (as it pertains to the Contractor response for original RFQ).		X	X
80	Plan, design, implement and administer connectivity between COUNTY network and third party network. Contractor shall provide logical planning and design services ONLY. COUNTY will provide h/w and any required WAN circuits.		X	X
81	Manage the Telco provider as it relates to contracted data only devices.		X	
82	MAC addresses locking with the switch port (as it pertains to the Contractor response for original RFQ).	X		
83	Implement the security policy of "deny all" unless meets the criteria.	X		
84	Upon notification from COUNTY, Contractor shall provide network-level services to contain and isolate undesired network behavior (i.e. Broadcast storms, Viral outbreaks, etc). Contractor does not provide any virus detection solutions.		X	
85	Provide administration, capacity management and availability management for remote connectivity services and VPN appliances.	X		

Ref	Service Responsibility	Contractor On-Site Resource	Contractor Monitor Center	COUNTY
86	Provide break-fix services for all network equipment covered under this Managed Services agreement	X	X	
87	Restoration of network services according to SLAs		X	
88	Knowledge transfer to COUNTY resources.	X		

11.0 Incident Response and Resolution SLR

Incident Response and Resolution SLR (Service Level Requirement)			
Incident Type	Service Measure	Performance Target	SLR
Severity 1	Time to Respond	15 Minutes	100%
	Time to resolve	2 Hours*	100%
Severity 2	Time to Respond	30 Minutes	95%
	Time to resolve	4 Hours	95%
Severity 3	Time to Respond	1 Hours	90%
	Time to resolve	8 Hours	90%
Severity 4	Time to Respond	4 Hours	90%
	Time to resolve	2 Business days	80%

* Applies when Contractor 24 hours a day, 7 days a week, and 365 days a year staff is contacted and parts are available in sparing pool.

12.0 Definition of Severity Levels

Definition of Severity Levels	
Severity 1	Critical - Impact on patient care. 25% or more users are affected.
Severity 2	Major - Impact on patient care. 5% or more users are affected.
Severity 3	Minor- Operational performance of network is impaired.
Severity 4	Service request - MAC

13. Contractor Care Pro LAN/WAN Elements Monitored

Element Monitored by CONTRACTOR	Monitor Frequency
Connectivity	
IP Polling	5 Min
SNMP Polling	5 Min
Restarts	5 Min
Environmental	
Temp State	5 Min
Fan State	5 Min
Power Supply State	5 Min
Processor and Memory	
Processor Utilization	5 Min
Memory Fragmentation	5 Min
Network Device Port and Interface (Not applicable on servers)	
Broadcasts	5 Min
Collisions	5 Min

Errors	5 Min
Port Flapping	5 Min
Speed Mismatch	5 Min
Duplex Mismatch	5 Min

14.0 Contractor TAC Contact Information

Action	Contact Contractor Care
Voice Line	800-266-2003
Backup Voice Line	800-536-2400
Nexus Care Monitoring Center	ntac@nexusis.com
Nexus Care Occasional Service	service@nexusis.com
Nexus Support Desk Ticketing Portal	https://ntac.nexusis.com/suppdesk/

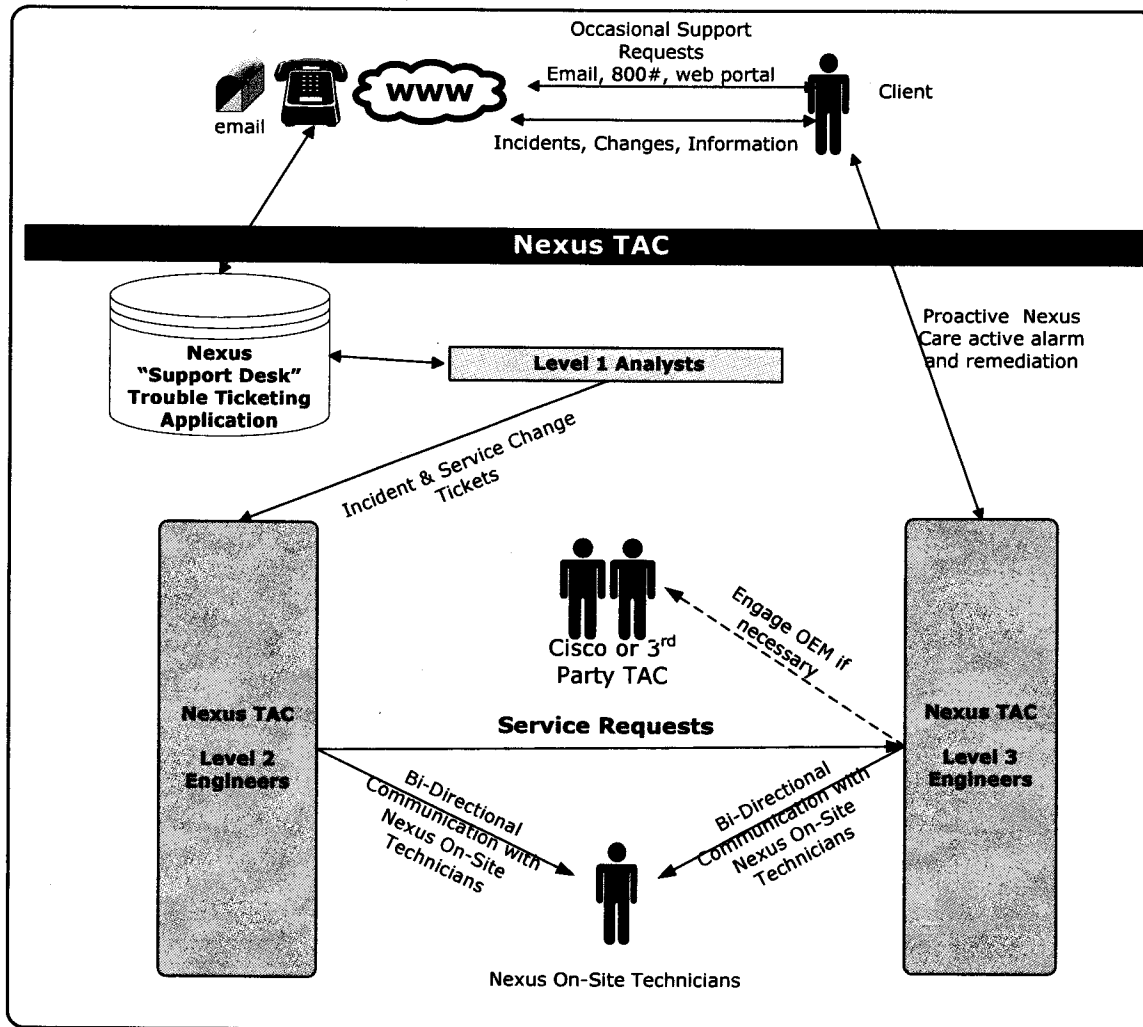
16.0 Quality of Service Escalations

If COUNTY has any quality of service issues with the NTAC, the CONTRACTOR management team for the NTAC is available for escalations as follows:

Role	Name	Email	Office Phone
NTAC Manager	Steven Fey	Steven.Fey@Nexusis.com	661-775-2858
Monitoring Manager	Raul Terrazas	Raul.Terrazas@Nexusis.com	661-200-6931
VP of Professional Services Support Organization	Tom Lyon	Tom.Lyon@Nexusis.com	661-775-2494
VP of Engineering	Mike Heiman	Mike.Heiman@Nexusis.com	661-775-2409
President	Deron Pearson	Deron.Pearson@Nexusis.com	661-775-2404
CEO	Jon Jensen	Jon.Jensen@Nexusis.com	661-775-2405

16.1 Escalation Levels within the CONTRACTOR TAC

16.1.1 CONTRACTOR TAC engineers and CONTRACTOR NOC monitoring engineers shall work directly with CONTRACTOR on-site 24 hours a day, 7 days a week, and 365 days a year technicians on all outages not resolved the CONTRACTOR On-Site Staff. NTAC and Monitoring engineers typically have more than one specialization in Cisco Software and Hardware support and are cross-trained in many relevant aspects of COUNTY environment.



EMC Logical Flow v4

16.2 Cisco TAC Escalations

16.2.1 If the NTAC requires additional or specialized assistance for problem resolution, the Cisco TAC shall be contacted by the NTAC operations team. The Cisco TAC shall provide the required level of escalated engineering support to CONTRACTOR and CONTRACTOR On-Site Technicians.

16.2.2 The Cisco TAC provides 24 hours a day, 7 days a week, and 365 days a year support services for all Cisco hardware and software products under a maintenance and/or support agreement. CONTRACTOR shall act as the liaison between CONTRACTOR On-Site Technicians and Cisco for all problems identified by or reported to the CONTRACTOR NTAC. The CONTRACTOR NTAC shall own the original problem through to final resolution and COUNTY satisfaction.

16.2.3 Required Information When Reporting an Issue For Non-Urgent Technical Support (tasks to be done by CONTRACTOR On-Site Technicians)

16.2.4 When calling the NTAC or reporting a problem, the CONTRACTOR On-Site Technician must be able to provide the following information to the NTAC Analyst:

- 16.2.4.1 Location of the Service Incident
- 16.2.4.2 Any error messages or numbers reported by the system
- 16.2.4.3 On-Site contact
- 16.2.4.4 Callback information including phone numbers and call times

- 16.2.4.5 Server and/or device name, and serial number (if known)
- 16.2.4.6 Description of the Service Incident
- 16.2.4.7 Priority Definition of the Service Incident (see definitions in table 3 above)

NOTE: NTAC should have this information with CONTRACTOR's Nexus Care Pro Monitoring

17.0 Support Connectivity

17.1 In order for CONTRACTOR to provide the most efficient full support from the CONTRACTOR TAC to the COUNTY, it shall be necessary to provide a reliable and efficient connection between the two companies. This may be achieved through a number of different types of network connections.

17.2 CONTRACTOR Nexus Care Pro includes a connection methodology for all of the Nexus Care Managed Services clients. The solution will be built on a third party appliance-based application. This solution will provide a secure SSL/VPN connection via the Internet with minimal configuration and rapid deployment to the COUNTY's network. This solution will consist of a reporting agent at the COUNTY's location and a management console at CONTRACTOR location. All of CONTRACTOR client networks will be logically separated from each other. The Cost for this solution is included in this CONTRACTOR Managed Services Agreement.

17.3 This SSL/VPN shall provide the following services:

17.3.1 Monitor the port interface of each device it's licensed to in order to determine if the device is "up" and responding. Occasional "pings" and SNMP traps will be sent to each device contracted to ensure its operational status.

17.3.2 Provide a mechanism for occasional device access by CONTRACTOR Technical Assistance Center Engineering Staff.

17.3.3 Provide a mechanism for Network Management Software to enquire as to the "Health and Welfare" of contracted devices using the metrics and time intervals specified in section 13.0 of Exhibit A.

18.0 Nexus Care Proactive Monitoring

Nexus Care PRO requires that two devices get installed in the COUNTY network, the first device is the Nexus Care Connect Gateway (NXC). This gateway provides access to monitored devices on the COUNTY network. The second device is the CONTRACTOR's Nexus Care PRO Proxy Agent Server (NXP), this server in addition to holding configuration information also is a polling agent for network devices and servers.

19.0 Physical Requirements:

19.1 NXC: 1RU, 10 inches deep, 120vac, 1 - 10/100 Ethernet connection to the COUNTY network (some circumstances may require a second 10/100 Ethernet connection)

19.2 NXP: 1RU, 30 Inches deep, 120vac, 1 - 10/100/1000 Ethernet connection, 10/100 is fine if that is all that is available

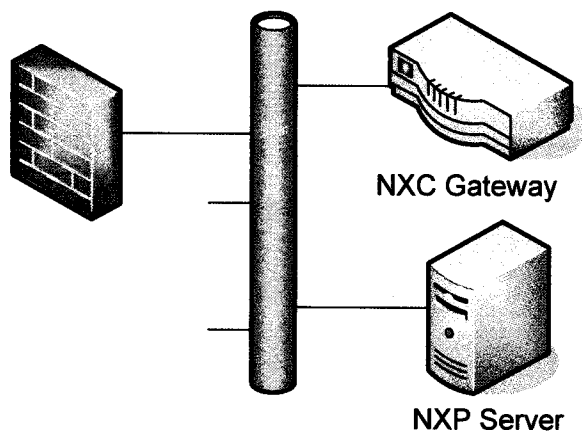


Figure 1: Simplified network diagram that represents most installations

20.0 Minimal IP Port requirements for Full Monitoring and Support

		From	To
TCP	9998, 9999, 3389	NXC	NXP
TCP	443	NXC	Contractor NOC 64.138.140.131, 64.138.140.132 (packet inspection disabled)
UDP	69, 161, 162	NXP	Routers, Switches, and Firewalls
TCP	21, 23, 69, 443	NXC,NXP	Routers, Switches, and Firewalls

21.0 IP Configuration

21.1 **NXC (Connect Gateway)** requires that the address given to the ‘outside’ interface has access to 71.130.165.0/24 network on port 443. The ‘inside’ address may be required where the COUNTY has an isolated network that requires management. All managed devices must be able to communicate with either the ‘Outside’ or ‘Inside’ interfaces on the NXC.

- 21.1.1 Internal IP Address (required):
- 21.1.2 Internal IP Subnet Mask (required):
- 21.1.3 Internal IP Gateway (required):
- 21.1.4 Port Speed Outside (required):
- 21.1.5 DNS Server Address (optional):
- 21.1.6 Alternate NTP Server Address (optional):

21.2 **NXP (Proxy Agent Server)** requires an address on the network it will be monitoring. If there is some sort of isolation of network, access will be required for PRO management. This address does not require access to internet; it only requires communication with the NXC and supported devices.

- 21.2.1 IP Address (required):
- 21.2.2 Subnet Mask (required):
- 21.2.3 Gateway (required):

22.0 Site Installation Process

- 22.1 Upon receiving the basic IP configuration information required above the CONTRACTOR NOC will configure the Gateway (NXC) and the Server (NXP).
- 22.2 Then the equipment is shipped to the COUNTY site via FOB destination, CONTRACTOR delivery.
- 22.3 CONTRACTOR NOC shall coordinate with CONTRACTOR local site staff for installation and delivery. Depending on the installation conditions this is usually completed in less than 2 hours.

22.4 The CONTRACTOR NOC staff shall then validate communication with the gateway, server and managed devices. Once this validation is complete, all other configuration is handled remotely from the CONTRACTOR NOC.

24.0 Customer Stewardship Overview

24.1 This Customer Stewardship Overview is designed to define the process for providing a monthly stewardship for Nexus Care contracted customers. This document is also intended to define the roles and responsibilities of Contractor Technical Assistance Center and the procedures to be followed in performing a Stewardship Call on a Monthly basis. This call shall go over the following items in order to establish and retain the best working relationship possible with our customers:

24.1.1 All tickets opened during that month

24.1.2 Incidents that happened that month that needs to be discussed with management

24.1.3 Cisco major upgrades and Service Releases that have been released that month along with any Release notes attached to them

24.1.4 Anything that the customer would like the NTAC to look into

24.1.5 Status of the contract and/or amount remaining in their block of hours (if purchased)

25.0 Planning and Attendance

Once a customer is transitioned into NTAC, the NTAC Manager shall set up a monthly Stewardship Call with the customer. A date and time will be agreed upon for the first call and a recurring meeting shall be established thereafter. This call should include any persons that the customer would like on the call as well as the NTAC Manager, Primary Engineer, and CONTRACTOR ASE for that customer. The Call should last no more than one hour and meeting notes shall be taken by the Primary Engineer and posted in the customer folder on the internal NTAC customer support portal. If the Primary Engineer is unavailable the NTAC Manager shall keep the meeting notes. Action items shall be established and reported on no later than the following week.

26.0 Stewardship Report

26.1 The NTAC Manager shall prepare a report prior to the Stewardship Call that will include all tickets that were opened and closed that month. A breakdown will be given of all incident tickets by priority as well as work tickets. Mean Time to Notify (MTTN) and Mean Time to Resolve (MTTR) shall be reported explained as well as any tickets that missed the Service Level Objectives as defined earlier in this document.

26.2 Each ticket in the report shall contain a link to that ticket on the NTAC Support Desk web portal at <https://ntac.Nexuisis.com/suppdesk>. The report shall indicate the current status of the customer's Nexus Care Contract and a detailed explanation of which tickets have drawn from their current Block of Hours. The report shall also explain how many hours are left on their current block. Lastly, the report shall include anything else that the customer may want review in this monthly report.

27.0 Agenda of the Stewardship Call

The NTAC Manager shall send out an agenda before the Stewardship Call detailing what is to be discussed during the call. The Stewardship Report shall be sent along with the agenda. The agenda shall include the following items.

27.1 Discussion of Incident and Problem tickets which are currently open.

27.2 Discussion of Incident and Problem tickets opened that month.

27.3 Discussion of Closed tickets that month.

27.4 Discussion of MTTN and MTTR.

27.5 Discussion of any escalations that have taken place during the month.

27.6 Discussion of remediation steps for Problem tickets or Change Management requests.

27.7 Discussion of Upgrades and/or Services Releases available.

- 27.8 Present release notes to customer so they can decide whether or not to upgrade or patch.
- 27.9 Discussion of any pain points they may have.
- 27.10 Discussion of what NTAC can do to improve.
- 27.11 Discussion of overall level of Satisfaction.
- 27.12 Open discussion of anything the customer would like to discuss.

28.0 Meeting Minutes

The CONTRACTOR's Primary Engineer for this account shall be responsible for taking the meeting minutes. If the CONTRACTOR's Primary Engineer is not available for the meeting the NTAC Manager shall take the minutes. The minutes should contain notes for each of the agenda items especially any concerns the COUNTY may have. The report will also contain any action items agreed upon. These actions items shall then be worked on that week. The CONTRACTOR's Primary Engineer shall then send an update to the COUNTY detailing the status of the action items. The Meeting Minutes shall be posted into the COUNTY's folder on the NTAC portal.

29.0 Resolving Concerns for the COUNTY

Given the nature of the relationship the NTAC has with COUNTY, a COUNTY is bound to have concerns that will need to be resolved. It is important that the NTAC Manager and Primary Engineer give validity to these concerns and help the COUNTY understand that the CONTRACTOR want to help them. A step by step process will then be given to indicate how that concern is going to be resolved. Finally, the concern will be addressed at the next Stewardship Call to verify that a resolution has been reached and that the COUNTY is completely satisfied with the outcome.

30.0 Escalations

Any and all escalations that have taken place during the month will be discussed. If the escalation process was followed it will be pointed out and the CONTRACTOR shall verify that the COUNTY is satisfied with the escalation process. If the escalation process was not followed it will be determined what the COUNTY's satisfaction level is. The CONTRACTOR shall agree to a resolution to make sure that any problems do not happen in the future. The discussion with the individual engineer as well at the NTAC team as a whole to make sure the CONTRACTOR are following documented processes.

31.0 Problem Tickets and Change Management

Remediation for any Problem tickets shall be discussed and planned if needed. Change Management requests shall also be discussed as these should be submitted along with the remediation steps for Problem tickets. Scheduled downtime for such Change Management will be planned. Any previous scheduled Change Management shall also be discussed to make sure that all is working as desired and that the COUNTY is satisfied with the results. The Primary Engineer shall then update version information in the COUNTY folder on the NTAC portal.

32.0 Upgrades and Service Releases

Any major upgrades or Service Releases that have come out since the last monthly Stewardship Call shall be detailed. The pros and cons of upgrading shall be given along with the release notes from Cisco. The COUNTY shall be given the chance to decide if they want NTAC to perform the upgrade. These types of upgrades shall be carried out by CONTRACTOR under CONTRACTOR's Managed Service Agreement.

**EXHIBIT B
PAYMENT PROVISIONS**

Manage Service – Engineer onsite 24 hours a day, 7 days a week at 365 days a year - day to day operation support

Year 1	\$593,220.00
Year 2	\$593,220.00
Year 3	\$593,220.00
Year 4	\$593,220.00
Year 5	\$593,220.00

Manage Service Total	----- \$2,966,100.00
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Smartnet (see Exhibit D) cost for:

Year 1	\$177,390.73
Year 2	\$177,390.73
Year 3	\$177,390.73
Year 4	\$177,390.73
Year 5	\$177,390.73

Smartnet Total Cost	----- \$886,953.65
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Hardware (per BOM)	\$2,684,973.65
One time discount (Subtract)	\$ 131,861.70
Manage Service Total	\$2,966,100.00
Smartnet (5 yrs) Total Cost	\$ 886,953.65
Installation and Implementation	\$ 384,848.25
Delivery Charge	\$ 53,018.06
CA Sales Tax @8.75%	\$ 223,397.30
	----- \$7,067,429.21

If the project extends beyond the timeline specified in the project plan due to delays caused by parties other than CONTRACTOR and its subcontractors, additional charges may apply upon Board of Supervisor or Purchasing Agent approval:

Project Manager Hourly Rate	\$134.00
Technician Hourly Rate	\$119.00
Engineer Hourly Rate	\$159.00
Sr. Engineer Hourly Rate	\$190.00

Project Milestones

Progress Payments to be made based upon deliverables as described below:

CONTRACTOR Deliverables	COUNTY Responsibilities	Percentage Payment
Exhibit - A	Signed Contract	10%
Delivery of RDD and Deployment of Core		40%
Deployment of IDF's		40%
Initiation of Maintenance	Acknowledgement	10%

EXHIBIT C
BILL OF MATERIALS (BOM)

LINE#	PART#	QTY	DESCRIPTION
Data Network Upgrade			
1	TRN-CLC-000	2	10 Prepaid Training Credits:Redeem W/Cisco Learning Partners
2	TRN-CLC-001	2	100 Prepaid training credits:Redeem w/Cisco Learning Partners
Data Network Upgrade\MDf			
1	N7K-C7010	2	10 Slot Chassis, No Power Supplies, Fans Included
2	DCNM-N7K-PAK	2	DCNM LAN Enterprise License for a Pack of Nexus 7000 Chassis
3	N7K-SUP1	4	Nexus 7000 - Supervisor, Includes External 8GB Log Flash
4	N7K-CPF-2GB	4	Nexus Compact Flash Memory 2GB (Expansion Flash - Slot 0)
5	CON-SNTP-N7SUP1	4	SMARTNET 24X7X4 Nexus 7000 - Supervisor, Includes Ext
6	N7K-C7010-FAB-1	6	Nexus 7000 - 10 Slot Chassis - 46Gbps/Slot Fabric Module
7	CON-SNTP-N7FAB	6	SMARTNET 24X7X4 Nexus 7000 - 10 Slot Chassis
8	N7K-AC-6.0KW	4	Nexus 7000 - 6.0KW AC Power Supply Module
9	N7K-C7010-AFLT	2	Nexus 7010 Air Filter
10	CON-SNTP-C7010	2	SMARTNET 24X7X4 10 Slot Chassis, No Power Supplies, Fans
11	N7K-ADV1K9	2	Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)
12	CON-SNTP-N7ADV	2	SMARTNET 24X7X4 Nexus 7000 Advanced LAN ENT Lic
13	DCNM-N7K-K9	2	DCNM LAN Enterprise License for one Nexus 7000 Chassis
14	CON-SAU-N7PAK	2	SW APP SUPP + UPGR License for a Pack of Nexus 7000 Chassis
15	CON-SAU-N7DCNM	2	SW APP SUPP + UPGR DCNM License for one Nexus 7000 Chassis
16	N7K-LAN1K9	2	Nexus 7000 LAN Enterprise License (L3 protocols)
17	CON-SNTP-N7LAN	2	SMARTNET 24X7X4 Nexus 7000 LAN Enterprise Lic
18	CAB-AC-C6K-TWLK	8	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US
19	N7K-M132XP-12	4	Nexus 7000 - 32 Port 10GbE, 80G Fabric (req. SFP+)
20	CON-SNTP-N732XP	4	SMARTNET 24X7X4 Nexus 7000 - 32 Port 10GbE, 80G Fabric
21	SFP-10G-LR	12	10GBASE-LR SFP Module
22	SFP-10G-SR	54	10GBASE-SR SFP Module
23	N7K-M148GT-11	2	Nexus 7000 - 48 Port 10/100/1000, RJ-45, 40G Fabric
24	CON-SNTP-N748G	2	SMARTNET 24X7X4 Nexus 7000 - 48 Port 10/100/1000, RJ-45
25	N7KS1K9-404	2	Nexus 7000 Release 4.0(4)
Data Network Upgrade\MDf\SERVER ACCESS			
1	WS-C4948-10GE	6	Catalyst 4948, optnl sw, 48*10/100/1000+2*10GE(X2), no p/s
2	PWR-C49-300AC	6	Catalyst 4948 300-Watt AC Power Supply
3	PWR-C49-300AC/2	6	Catalyst 4948 300-Watt AC Power Supply Redundant
4	CAB-US515-C15-US	12	NEMA 5-15 to IEC-C15 8ft US
5	X2-10GB-SR	12	10GBASE-SR X2 Module
6	S49IPBK9-12246SG	6	Cisco CAT4900 IOS IP BASE SSH
7	CON-SNT-494810GE	6	SMARTNET 8X5XNBD Cat 4948 4810/100/1000T
Data Network Upgrade\MDf\DISTRIBUTION			
1	VS-C6509E-S720-10G	2	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	4	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	4	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	4	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	4	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	4	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	2	Catalyst 6509-E Chassis Fan Tray
8	MEM-XCEF720-256M	4	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)
9	WS-F6700-CFC	4	Catalyst 6500 Central Fwd Card for WS-X67xx modules
10	WS-CAC-6000W	4	Cat6500 6000W AC Power Supply
11	CF-ADAPTER-SP	4	SP adapter for SUP720 and SUP720-10G

12	CAB-AC-C6K-TWLK	8	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US
13	VS-S720-10G-3C	2	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
14	X2-10GB-SR	8	10GBASE-SR X2 Module
15	SV33AEK9M-12233SXH	2	Cisco CAT6000-VSS720 IOS ADVANCED ENT SERVICES SSH (MODULAR)
16	WS-X6724-SFP	4	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)
17	GLC-LH-SM	44	GE SFP, LC connector LX/LH transceiver
18	CON-SNT-V6509E72	2	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\LC A

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	5	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK9O-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\LC AD

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	3	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK9O-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\LC AC

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module

11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\LCB

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	6	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\LCBB

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\1CB

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C

12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade11CA

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	7	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade11CAB

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	3	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade11CAA

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver

13	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade1CBB

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	3	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade12CA

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	5	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade12CAA

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	3	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame

14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade12CBB

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade13CB

1	VS-C6506E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
3	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
4	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
5	VS-S720-10G	1	Catalyst 6500 Supervisor 720 with 2 10GbE ports
6	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
7	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
8	WS-C6506-E-FAN	1	Catalyst 6506-E Chassis Fan Tray
9	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
10	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
11	X2-10GB-SR	2	10GBASE-SR X2 Module
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	2	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
15	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
16	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
17	CON-SNT-V6506E72	1	SMARTNET 8X5XNBD VS-C6506E-S720-10G

Data Network Upgrade13CA

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	3	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame

14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade13CAA

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	2	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade14CA

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	3	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade14CB

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	X2-10GB-SR	2	10GBASE-SR X2 Module
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT

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|----|------------------|---|-------------------------------------|
| 15 | CAB-7513AC | 4 | AC POWER CORD NORTH AMERICA (110V) |
| 16 | CON-SNT-V6509E72 | 1 | SMARTNET 8X5XNBD VS-C6509E-S720-10G |

Data Network Upgrade\CPC-1 4948

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|---|------------------|---|--|
| 1 | WS-C4948-10GE | 2 | Catalyst 4948, optnl sw, 48*10/100/1000+2*10GE(X2), no p/s |
| 2 | PWR-C49-300AC | 2 | Catalyst 4948 300-Watt AC Power Supply |
| 3 | PWR-C49-300AC/2 | 2 | Catalyst 4948 300-Watt AC Power Supply Redundant |
| 4 | CAB-US515-C15-US | 4 | NEMA 5-15 to IEC-C15 8ft US |
| 5 | X2-10GB-LR | 4 | 10GBASE-LR X2 Module |
| 6 | S49IPBK9-12246SG | 2 | Cisco CAT4900 IOS IP BASE SSH |
| 7 | CON-SNT-494810GE | 2 | SMARTNET 8X5XNBD Cat 4948 4810/100/1000T |

Data Network Upgrade\CPC-11

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|----|--------------------|---|--|
| 1 | VS-C6509E-S720-10G | 1 | Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS |
| 2 | VS-S720-10G | 2 | Catalyst 6500 Supervisor 720 with 2 10GbE ports |
| 3 | VS-F6K-MSFC3 | 2 | Catalyst 6500 Multilayer Switch Feature Card (MSFC) III |
| 4 | VS-F6K-PFC3C | 2 | Catalyst 6500 Sup 720-10G Policy Feature Card 3C |
| 5 | BF-S720-64MB-RP | 2 | Bootflash for SUP720-64MB-RP |
| 6 | MEM-C6K-CPTFL1GB | 2 | Catalyst 6500 Compact Flash Memory 1GB |
| 7 | WS-C6509-E-FAN | 1 | Catalyst 6509-E Chassis Fan Tray |
| 8 | WS-CAC-6000W | 2 | Cat6500 6000W AC Power Supply |
| 9 | CF-ADAPTER-SP | 2 | SP adapter for SUP720 and SUP720-10G |
| 10 | VS-S720-10G-3C | 1 | Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C |
| 11 | X2-10GB-LR | 2 | 10GBASE-LR X2 Module |
| 12 | WS-X6148A-GE-45AF | 4 | Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame |
| 13 | SV33ISK90-12233SXH | 1 | Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT |
| 14 | CAB-7513AC | 4 | AC POWER CORD NORTH AMERICA (110V) |
| 15 | CON-SNT-V6509E72 | 1 | SMARTNET 8X5XNBD VS-C6509E-S720-10G |

Data Network Upgrade\CPC-12

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|----|--------------------|---|--|
| 1 | VS-C6509E-S720-10G | 1 | Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS |
| 2 | VS-S720-10G | 2 | Catalyst 6500 Supervisor 720 with 2 10GbE ports |
| 3 | VS-F6K-MSFC3 | 2 | Catalyst 6500 Multilayer Switch Feature Card (MSFC) III |
| 4 | VS-F6K-PFC3C | 2 | Catalyst 6500 Sup 720-10G Policy Feature Card 3C |
| 5 | BF-S720-64MB-RP | 2 | Bootflash for SUP720-64MB-RP |
| 6 | MEM-C6K-CPTFL1GB | 2 | Catalyst 6500 Compact Flash Memory 1GB |
| 7 | WS-C6509-E-FAN | 1 | Catalyst 6509-E Chassis Fan Tray |
| 8 | WS-CAC-6000W | 2 | Cat6500 6000W AC Power Supply |
| 9 | CF-ADAPTER-SP | 2 | SP adapter for SUP720 and SUP720-10G |
| 10 | VS-S720-10G-3C | 1 | Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C |
| 11 | X2-10GB-LR | 2 | 10GBASE-LR X2 Module |
| 12 | WS-X6148A-GE-45AF | 4 | Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame |
| 13 | SV33ISK90-12233SXH | 1 | Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT |
| 14 | CAB-7513AC | 4 | AC POWER CORD NORTH AMERICA (110V) |
| 15 | CON-SNT-V6509E72 | 1 | SMARTNET 8X5XNBD VS-C6509E-S720-10G |

Data Network Upgrade\CPC-21

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|---|--------------------|---|--|
| 1 | VS-C6509E-S720-10G | 1 | Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS |
| 2 | VS-S720-10G | 2 | Catalyst 6500 Supervisor 720 with 2 10GbE ports |
| 3 | VS-F6K-MSFC3 | 2 | Catalyst 6500 Multilayer Switch Feature Card (MSFC) III |
| 4 | VS-F6K-PFC3C | 2 | Catalyst 6500 Sup 720-10G Policy Feature Card 3C |
| 5 | BF-S720-64MB-RP | 2 | Bootflash for SUP720-64MB-RP |
| 6 | MEM-C6K-CPTFL1GB | 2 | Catalyst 6500 Compact Flash Memory 1GB |
| 7 | WS-C6509-E-FAN | 1 | Catalyst 6509-E Chassis Fan Tray |
| 8 | WS-CAC-6000W | 2 | Cat6500 6000W AC Power Supply |

9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
11	X2-10GB-LR	2	10GBASE-LR X2 Module
12	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
13	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
14	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
15	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\CPC-22

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
9	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
10	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
11	X2-10GB-LR	2	10GBASE-LR X2 Module
12	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
13	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
14	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
15	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\ITF-1

1	VS-C6506E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
3	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
4	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
5	VS-S720-10G	1	Catalyst 6500 Supervisor 720 with 2 10GbE ports
6	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
7	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
8	WS-C6506-E-FAN	1	Catalyst 6506-E Chassis Fan Tray
9	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
10	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
11	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
12	WS-X6148A-GE-45AF	2	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
13	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
14	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
15	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
16	CON-SNT-V6506E72	1	SMARTNET 8X5XNBD VS-C6506E-S720-10G

Data Network Upgrade\ITF-2

1	VS-C6509E-S720-10G	1	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY; NO VSS
2	VS-S720-10G	2	Catalyst 6500 Supervisor 720 with 2 10GbE ports
3	VS-F6K-MSFC3	2	Catalyst 6500 Multilayer Switch Feature Card (MSFC) III
4	VS-F6K-PFC3C	2	Catalyst 6500 Sup 720-10G Policy Feature Card 3C
5	BF-S720-64MB-RP	2	Bootflash for SUP720-64MB-RP
6	MEM-C6K-CPTFL1GB	2	Catalyst 6500 Compact Flash Memory 1GB
7	WS-C6509-E-FAN	1	Catalyst 6509-E Chassis Fan Tray
8	WS-X6148A-GE-45AF	4	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
9	WS-CAC-6000W	2	Cat6500 6000W AC Power Supply
10	CF-ADAPTER-SP	2	SP adapter for SUP720 and SUP720-10G
11	VS-S720-10G-3C	1	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C

12	GLC-LH-SM	2	GE SFP, LC connector LX/LH transceiver
13	SV33ISK90-12233SXH	1	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
14	CAB-7513AC	4	AC POWER CORD NORTH AMERICA (110V)
15	CON-SNT-V6509E72	1	SMARTNET 8X5XNBD VS-C6509E-S720-10G

Data Network Upgrade\Spares

1	WS-X6148A-GE-45AF=	1	Cat6500 48-Port PoE 802.3af & ePoE 10/100/1000 w/Jumbo Frame
2	X2-10GB-LR=	2	10GBASE-LR X2 Module
3	X2-10GB-SR=	2	10GBASE-SR X2 Module
4	WS-CAC-6000W=	1	Cat6500 6000W AC Power Supply
5	CAB-7513AC	2	AC POWER CORD NORTH AMERICA (110V)
6	WS-C6509-E-FAN=	1	Catalyst 6509-E Chassis Fan Tray
7	SFP-10G-SR=	2	10GBASE-SR SFP Module
8	SFP-10G-LR=	2	10GBASE-LR SFP Module
9	GLC-LH-SM=	2	GE SFP,LC connector LX/LH transceiver
10	WS-C4948-10GE	1	Catalyst 4948, optnl sw, 48*10/100/1000+2*10GE(X2), no p/s
11	PWR-C49-300AC	1	Catalyst 4948 300-Watt AC Power Supply
12	PWR-C49-300AC/2	1	Catalyst 4948 300-Watt AC Power Supply Redundant
13	CON-SNTP-494810GE	1	SMARTNET 24X7X4 Cat 4948 4810/100/1000T
14	CAB-US515-C15-US	2	NEMA 5-15 to IEC-C15 8ft US
15	S49ESK9-12246SG	1	Cisco CAT4900 IOS ENTERPRISE SERVICES SSH
16	PWR-C49-300AC	1	Catalyst 4948 300-Watt AC Power Supply
17	PWR-C49-300AC/2	1	Catalyst 4948 300-Watt AC Power Supply Redundant
18	CAB-7513AC	2	AC POWER CORD NORTH AMERICA (110V)
19	CAB-US515-C15-US	2	NEMA 5-15 to IEC-C15 8ft US

Data Network Upgrade\Patch Cables
NEX-

1	PATCHCORDCAT610FTBLU	5184	GENERIC PATCHCORD CAT 6 10FT BLUE
2	NEX-SCSTDPMM3M	38	GENERIC FIBER PC SC TO ST DUPLEX MULTIMODE 3 METER
3	NEX-SCLCDPMM10M	90	GENERIC PATCHCORD SC/LC DUPLEX MULTI MODE 10 METER

Data Network Upgrade\UPS

1	APC-SURTA3000XL	47	APC SMART-UPS RT 3000VA 120V 140.00(lbs) 63.64(kilos)
2	APC-SUA48XLBP	47	APC Smart-UPS XL 48V Battery Pack Tower/Rack Convertible 167.00(lbs) 75.91(kilos)

Data Network Upgrade\CORNET Firewall

1	ASA5520-AIP20-K9	1	ASA 5520 Appliance w/ AIP-SSM-20, SW, HA, 4GE+1FE, 3DES/AES
2	ASA-AIP-20-INC-K9	1	ASA 5500 AIP Security Services Module-20 included w/ bundles
3	ASA5520-VPN-PL	1	ASA 5520 VPN Plus 750 Peer License
4	ASA5500-ENCR-K9	1	ASA 5500 Strong Encryption License (3DES/AES)
5	SF-ASA-AIP-6.0-K9	1	ASA 5500 Series AIP Software 6.0 for Security Service Modules
6	ASA-VPN-CLNT-K9	1	Cisco VPN COUNTY Software (Windows, Solaris, Linux, Mac)
7	CAB-AC	1	Power Cord,110V
8	SF-ASA-8.0-K8	1	ASA 5500 Series Software v8.0
9	CON-SUO3-AS2A20K9	1	IPS SVC,ONSITE24X7X4 ASA5520 w AIP-SSM-20, 4GE+1FE, 3DES/AES

Data Network Upgrade\CORNET Router

1	ASR1002	1	Cisco ASR1002 Chassis,4 built-in GE, Dual P/S,4GB DRAM
2	ASR1002-PWR-AC	2	Cisco ASR1002 AC Power Supply
3	SASR1R1-AESK9-22SR	1	Cisco ASR 1000 Series RP1 ADVANCED ENTERPRISE
4	CON-SNTP-SAK22SR	1	SMARTNET 24X7X4 Cisco ASR1000 Series RP1 ADV ENTERPRISE
5	CAB-AC-RA	2	Power Cord,110V, Right Angle
6	ASR1000-ESP5	1	ASR1K Embedded Services Processor,5Gbps,Crypto,ASR1002 only
7	CON-SNTP-ASR1KESP	1	SMARTNET 24X7X4 ASR1K Embedded Services Processor,5Gbps
8	CON-SNTP-ASR1002	1	SMARTNET 24X7X4 Cisco ASR1002 Chassis,4 built-in GE, Dua

EXHIBIT D

Cisco SMARTnet

Cisco SMARTnet Service for Rapid Problem Resolution

Cisco SMARTnet Service is a technical support service that offers direct, anytime access to Cisco engineers and an extensive range of technical resources. SMARTnet delivers rapid issue resolution, flexible device-by-device coverage, and premium service options to help maximize operational efficiency.

Cisco SMARTnet provides the following:

- Around-the-clock, global access to the Cisco Technical Assistance Center (TAC)
- Access to the extensive Cisco.com knowledgebase and tools
- Next-business-day advance hardware replacement (premium options available for business-critical devices, such as 2-hour replacement and onsite parts replacement and installation)
- Ongoing operating system software updates including both minor and major releases within the licensed feature set
- Cisco OS software support to extend the life of Cisco devices with improved security, increased performance, bandwidth management, new protocol support, and greater interoperability
- Proactive diagnostics and real-time alerts on select devices with Smart Call Home

Attachment I
HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
Nexus IS

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and Nexus IS ("Contractor") as of the date of approval by both parties (____ day of June, 2009).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
 - (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.

- (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
 - D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
- D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

(3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).

- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:

- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
- B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
- C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.

- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

- A. Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.