File ID A 15-005 No. 29

Monterey County

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

Board Order

Agreement No.: A-12838

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

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute an Agreement with Integrated Archive Systems, Inc. for providing hardware, software, implementation services and ongoing hardware/software maintenance for NMC's data storage environment, with a total Agreement amount not to exceed $574,250.13 for the period February 1, 2015 through January 31, 2018; and
b. Authorized the Deputy Purchasing Agent for NMC to execute up to two (2) future Amendments to the Agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the Agreement.

PASSED AND ADOPTED on this 27th day of January 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on January 27, 2015.

Dated: January 28, 2015
File ID: A 15-005

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

COUNTY OF MONTEREY - BOARD OF SUPERVISORS

Details Reports

File #:	A 15-005	Name:	Integrated Archive Systems Agreement
Type:	BoS Agreement	Status:	Consent Agenda
File created:	1/13/2015	In control:	Board of Supervisors
On agenda:	1/27/2015	Final action:	
Title:	a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute an Agreement with Integrated Archive Systems, Inc. for providing hardware, software, implementation services and ongoing hardware/software maintenance for NMC's data storage environment, with a total Agreement amount not to exceed $574,250.13 for the period February 1, 2015 through January 31, 2018. b. Authorize the Deputy Purchasing Agent for NMC to execute up to two (2) future Amendments to the Agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the Agreement.		
Attachments:	1. Board Report, 2. IAS-NMC Agreement.pdf, 3. Completed Board Order		

History (0) Board Report

Title
a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute an Agreement with Integrated Archive Systems, Inc. for providing hardware, software, implementation services and ongoing hardware/software maintenance for NMC's data storage environment, with a total Agreement amount not to exceed $574,250.13 for the period February 1, 2015 through January 31, 2018.
b. Authorize the Deputy Purchasing Agent for NMC to execute up to two (2) future Amendments to the Agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the Agreement.

Report
RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute an Agreement with Integrated Archive Systems, Inc. for providing hardware, software, implementation services and ongoing hardware/software maintenance for NMC's data storage environment, with a total Agreement amount not to exceed $574,250.13 for the period February 1, 2015 through January 31, 2018.
b. Authorize the Deputy Purchasing Agent for NMC to execute up to two (2) future Amendments to the Agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) of the original cost of the Agreement.

SUMMARY/DISCUSSION:
NMC is requesting to purchase new network storage from a vendor named Network Appliance (NetApp) to refresh the current aging storage infrastructure. NMC's IT infrastructure has recently experienced an explosion in growth in the amount of required servers, storage, and applications systems. Many of these application systems and services have been deployed to comply with Meaningful Use requirements as dictated by the Centers of Medicare and Medicaid Services (CMS). As an example, NMC has added electronic physician documentation (Pdoc) and more than 350 new virtual desktop systems and 150 new virtual servers over the past year and a half. Due to this growth, NMC's current storage infrastructure will not support the amount of storage workload, both from a performance and capacity perspective, that is now required.

There are several risks (listed below) now inherent in NMCs' infrastructure that requires NMC to refresh its storage:

- NMC'S Electronic Health Record (EHR) Meditech, is hosted on an end-of-life storage platform with no valuable maintenance available. Dell, the storage manufacturer, no longer supports or manufacturers EMC storage arrays. There is currently no hardware, software, or technical support available to NMC for the Meditech storage array. NMC will now be required to move the entire Meditech Health Care Information System (HCIS) to a new storage platform.
- The MEDITECH HCIS, has now reached full storage capacity after running on a 5+ year old storage array. NMC can longer provision additional disk space to any existing Meditech servers. New modules, services, or servers cannot be brought online without purchase of additional storage hardware.
- NMC currently runs MEDITECH, Client/Server 5.x software. The MEDITECH 6.x platform is the latest version of the company's EHR software. In contrast to our current MEDITECH Client/Server 5.x environment, MEDITECH 6.x requires higher storage performance with additional input/output operations per second (IOPS) per server. MEDITECH 6.x also requires higher storage capacity per server. NMC will be required to deploy new storage infrastructure to meet the upgrade requirements for MEDITECH 6.x which will be implemented in the near future.
- Latency Issues -Latency describes the speed at which the storage system is accessed, i.e. slowness. NMC storage infrastructure regularly experiences performance problems with storage latency values for input/output operations reaching anywhere from 200MS - 2000MS. A normal or recommended latency value would be 10ms. A bad latency value would be considered 50MS. A 200MS - 2000MS latency value is 20 to 200 times slower than the required performance for our current application systems.
- NMC storage capacity has also reached its designed limits. Our newly deployed PACS system currently consumes 8 Terabytes (TB) of data alone. NMC can no longer increase our PACS storage volume without upgrading our storage array system from Data Ontap 7.3.4 (x32) to Clustered Data Ontap version 8 (x64).

NMC is requesting the following hardware, software, and services:

- FAS8060 storage array.
- 4 storage shelves for additional capacity/performance
- 2 solid state drive (SSD) shelves for caching and performance for MEDITECH
- NetApp premium software suite including snapshots, disaster recovery, and replication
- 3 years of technical support, software upgrades, and maintenance
- IAS professional services to assist NMC personnel in the basic setup of the array.
    - Setup physical equipment.
    - Basic software setup configuration.
    - Physical tear down and migration of OLD array equipment to new array.

Timeline of services:

1. NMC will accept delivery of physical equipment within 2-3 weeks after contract execution.
2. NMC and IAS will perform basic configuration and setup of equipment. (2 days)
3. NMC will migrate all servers, virtual desktops, applications, and services from old storage array to temporary swing storage on new array. (1 month)
4. NMC and IAS will decommission and relocate old physical storage shelves to new array and verify operation. (1 day)
5. NMC will relocate and optimize all servers, virtual desktops, applications, and services to final storage locations on new array. (1 month)

Benefits:

- Addresses current storage performance and capacity problems.
- Provides required scalability for NMC's primary datacenter for the next 5 years.
- Provides a certified storage environment for Meditech 6.x.
- Reutilizes all of our existing storage shelves and disks.
- Provides necessary capacity and performance for essential clinical projects and upgrades nearing implementation including McKesson PACS upgrade, ORM surgery module, Surgery anesthesia, and Forward Advantage faxing.

The NetApp hardware and software was selected because NMC currently runs NetApp as the primary storage array for our enterprise. This hardware refresh will allow us to consolidate all disparate storage infrastructure including the legacy MEDITECH storage array to a single storage platform simplifying management, operation, and maintenance. It also allows us to reutilize all of our old storage shelf hardware and hard disks providing huge cost savings. Integrated Archive Systems (IAS) is the designated Vendor in which the NetApp and Professional Services will be purchased. IAS was selected based on providing NMC the best price available.

Cost Summary:
$192,790.86 - Hardware
$158,042.84 - Software
$207,416.43 - 3Yr Maintenance (approx. $69,139 per year)
$16,000.00 - Professional Services
$574,250.13 - Total Agreement

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions. The Agreement has also been reviewed and approved by NMC's Finance Committee on 12/23/14 and by its Board of Trustees on 1/9/15.

FINANCING:

The cost for this Agreement is $574,250.13 of which $435,972.51 is included in the Fiscal Year 2014-15 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by: Dr. Charles Harris, Physician, 783-2785
Approved by: Dr. Kelly O'Keefe, Interim Chief Executive Officer, 783-2553

Attachments: Agreement

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN $100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of **Natividad Medical Center ("NMC")**, a general acute care teaching hospital wholly owned and operated by the County, and **INTEGRATED ARCHIVE SYSTEMS, INC., (hereinafter "CONTRACTOR").**

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: **providing hardware, software and related services for the NetApp data storage system.**

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of **$574,250.13.**

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from **February 1, 2015 through January 31, 2018** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

   3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A: Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

   5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall he performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. **TERMINATION.**

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If

NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:
Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three

years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly

transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the

provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: INTEGRATED ARCHIVE SYSTEMS, INC. Attn: Kirsten Kennel Address: 1121 N. San Antonio Road, D-100 City, State, Zip: Palo Alto, CA 94303 FAX: 650-390-9997 Email: kirstenk@iarchive.com

15. MISCELLANEOUS PROVISIONS.

15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.4 Contractor: The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: Kelly O'Keefe
Kelly O'Keefe, M.D., PhD, FCAP, Interim CFO

Date: 1/30/15

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: Jan. 13, 2015

APPROVED AS TO FISCAL PROVISIONS

By:
Monterey County Deputy Auditor/Controller

Date: 1-21-15

CONTRACTOR

Integrated Archive Systems Inc.
Contractor's Business Name*** (see instructions)

Amy Rao
Signature of Chair, President, or Vice-President

Amy Rao
Name and Title

Date: 12/17/14

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

Anna Borden CFO
Name and Title

Date: 12/17/14

***Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

INTEGRATED ARCHIVE SYSTEMS

Professional Services

Statement of Work

for:

Natividad Medical Center

1141 Constitution Blvd.
Salinas, CA 93906

Project	NetApp Clustered ONTAP storage Implementation
NMC Contact	**Mike Cross** 530-300-8799
IAS/CONTRACTOR Account Manager	Kirsten Kennel
Prepared by Professional Services	Janice Slayton
Revision	1.0
SOW #	2002
Last revised	1/5/2015

1 Introduction

The purpose of this Statement of Work (SOW) is to define the Integrated Archive Systems, Inc. (CONTRACTOR) Professional Services to be performed for Natividad Medical Center (NMC). Specifically, this SOW includes our proposed scope and objectives, key assumptions, detailed responsibilities with tasks and deliverables, and completion criteria. CONTRACTOR developed this SOW based on our understanding of NMC's business and technical requirements.

2 Objective

The objective of this project is to provide NMC with CONTRACTOR Professional Services consisting of:

- Install and configure (1) FAS8060HA with Clustered Data ONTAP
- Provision NAS volumes / shares
- Provision iSCSI / FCP LUNs
- Configure Virtual Storage Console
- Install redeployed disk shelves from FAS3140HA
- Knowledge transfer during implementation

3 NMC Obligations (moved to Section 5.3)

4 Additional Payment Provisions

In the event additional services beyond the scope of this statement of work are required, an addendum to this statement of work is required before the services are performed. The addendum shall be mutually agreed upon by both parties and attached to an Amendment to the Agreement which shall be signed by both parties in order to be effective.

5 Statement of Work (SOW)

5.1 Storage and Storage Software Services

PHASE 1 – CDOT Storage Hardware and Storage Software Configuration

- Perform Clustered ONTAP design workshop prior to installation with NMC and CONTRACTOR Technical Architect for up to half day / 4 hours, if needed

NetApp FAS8060HA Hardware and Initial Configuration Services:

- Verify data and ownership have been removed by NMC off redeployed shelves from FAS3140HA retired system
- Assist with de-installing (2) DS4243 600GB SAS and (1) DS4243 2TB SATA shelves off of retired FAS3140HA system, if needed
- CONTRACTOR will install (2) 1610 Cluster Interconnect switches
  - Rack and cable switches
  - Configure connectivity for interconnect
- CONTRACTOR will install (2) 1610 Cluster Management switches
  - Rack and cable switches
  - Configure connectivity for management
- CONTRACTOR will install NetApp FAS8060HA filer system running latest GA version of 8.2.1 Clustered Data ONTAP
  - Rack in NMC provided rack / cabinet, cable disk shelves and power on FAS8060HA
  - Verify installation of (8) 10GbE SFPs in onboard ports and UTA ports from factory, or install if needed
  - Verify installation and proper slot placement of (4) quad port SAS HBA cards, 1 per controller from factory, or install if needed
  - Verify installation and proper slot placement of (4) quad port FC target HBA cards, 1 per controller from factory, or install if needed
  - Verify installation and proper slot placement of (2) dual port 10GbE UTA cards, 1 per controller from factory, or install if needed
  - Verify installation and proper slot placement of (2) 2TB Flash Cache cards, 1 per controller from factory, or install if needed
    - Configure / enable for default settings during initial install below
  - Create cluster (2 node cluster), configure clustered ONTAP version 8.2.x
  - Configure (4) DS2246 disk shelf with 24 x 1.2TB SAS disk drives and (2) DS2246 with 12 x 200GB SSD on FAS8060HA
    - Connect to each controller in one stack with multipath HA configuration, per CDOT best practices
      - Disk to controller assignment is TBD
    - Create 64bit root aggregate in 1+2 configuration for controller1 per clustered ONTAP best practices and using RAID DP, and at least 1 hot spare
    - Create Flash Pool aggregate for each controller per NMC requirement in design session with 1 hot spare
  - Configure (4) DS4243 disk shelf with 24 x 600GB SAS disk drives on FAS8060HA (2 shelves redeployed from FAS3140HA and 2 shelves existing but unused in box)
    - Connect to each controller in one stack with multipath HA configuration, per CDOT best practices
      - Disk to controller assignment is TBD
    - Create 64bit root aggregate in 1+2 configuration for controller2 per clustered ONTAP best practices and using RAID DP, and at least 1 hot spare
  - Configure (1) DS4243 disk shelves with 24 x 2TB drives redeployed from FAS3140 onto FAS8060HA

        - Connect to each controller in a multipath HA configuration on its own stack
            - Assign shelf to one controller
    - Configure additional aggregates as per NMC requirement determined during design session
    - Enable NFS, SnapRestore, Flexclone and any other appropriate licenses on FAS8060HA
    - Prepare networking on FAS8060HA and connect it to NMC's corporate network
        - Configure up to (2) LIFs for 10GbE ports per node per NMC requirement for NAS
            - Exact network configuration is TBD
        - Configure up to (2) LIFs for 10GbE ports per node per NMC requirement for iSCSI
            - Exact network configuration is TBD
        - Create failover-groups for the 10GbE LIFS
        - Configure Management interfaces
    - Assist with configuring FC ports on NetApp controllers for connection to customer FC switch
    - Create (1) LIF per node for fibre channel connectivity
    - Create up to (2) SVM per node
    - Create up to (2) test volumes for NAS
    - Create up to (2) NAS shares for NFS and / or CIFS
    - Configure (1) FC test volume / LUN for VMware data storage and assist with mounting to test host as noted below in VSC installation section
    - Configure (1) iSCSI volume / LUN and assist with mounting to test host
    - Demonstrate (1) vol move and LIF move to demonstrate HA functionality
    - Enable autosupport
- CONTRACTOR will test controller cluster failover and give back via storage failover commands
- CONTRACTOR will provide a knowledge transfer on basic functionality of all items installed and configured above during implementation
- CONTRACTOR will gather system configuration information for CONTRACTOR and NMC record

<u>VSC Configuration and Volume Provisioning</u>

- CONTRACTOR will allocate storage from NetApp 2-Node Cluster SAS disk
    - Create FC volume / LUN shares for datastores / VM quantities as described below
        - VMware NFS volume sizing to be provided by NMC and CONTRACTOR technical architecture staff
- CONTRACTOR will install and configure Virtual Storage Console (VSC) on (1) NMC provided vCenter server or provision using existing VSC instance
    - Provision (1) FC volumes / LUN for data store via Virtual Storage Console
        - Assist with mapping FC volume / LUN to existing / test ESX server
- CONTRACTOR will provide a knowledge transfer on basic functionality of all items installed and configured above during implementation

OnCommand Core Unified Manager Software Services - OPTIONAL:

- CONTRACTOR will install Unified Manager Core OVF into existing vSphere environment, if desired
  - License software, Unified Manager
  - Import new FAS8060HA CDOT Cluster
  - Assist with creating user and configuring notification settings
- CONTRACTOR will deploy Performance Manager OVF into existing vSphere environment, if desired
  - Add new FAS8060HA CDOT cluster as a data source
  - Assist with creating a user and configuring notification settings
- CONTRACTOR will provide a transfer of information on basic functionality of setup and configuration above during implementation

PHASE 2 – Production FAS3140HA to FAS8060HA Shelf redeployment

- NMC will migrate data from existing production FAS3140HA to new FAS8060HA CDOT system
- Verify data and ownership have been removed by NMC off shelves being redeployed from FAS3140HA former production system to FAS8060HA
- CONTRACTOR will assist with de-installing (2) DS4243 600GB SAS and (5) DS4243 2TB SATA shelves off of FAS3140HA system, if needed
- CONTRACTOR will install redeployed SAS disk shelves and add on to FAS8060HA
  - Rack and cable (2) DS4243 disk shelves to existing stack on FAS8060HA
    - Hot add (2) DS4243 24 x 600GB SAS disk shelves onto existing stack
    - Controller assignment is TBD
  - Verify disks are seen by NetApp controllers
  - Add to existing aggregate, create new aggregate, add disks in as spares or leave unassigned per NMC requirement
- CONTRACTOR will install redeployed SATA disk shelves and add on to FAS8060HA
  - Rack and cable (5) DS4243 SATA disk shelves to existing stack on FAS8060HA
    - Hot add (5) DS4243 24 x 2TB SATA disk shelves to existing stack
    - Controller assignment is TBD
  - Verify disks are seen by NetApp controllers
  - Add to existing aggregate, create new aggregate, add disks in as spares or leave unassigned per NMC requirement
- CONTRACTOR will provide a transfer of information on basic functionality of setup and configuration above during implementation
- CONTRACTOR will gather new system configuration information for CONTRACTOR and NMC record

5.2 Storage and Storage Software Services Setup Completion Criteria/Deliverables:

CONTRACTOR responsibility will be considered complete upon the following:

- FAS8060HA Clustered ONTAP storage system has been installed and configured as stated in section 5.1 above

- Disk shelves have been redeployed / installed as stated in section 5.1 above

5.3 NMC will provide the following unless stated otherwise:

- NMC will be responsible for completing the Clustered ONTAP node worksheet prior to CONTRACTOR installation and configuration of NetApp Clustered ONTAP systems under this SOW.

- NMC will be responsible for having all appropriate staff present at the Clustered ONTAP Design session prior to the start of installation.

- NMC will be responsible for packing and transporting disk shelves to FAS8060HA location prior to CONTRACTOR re-installing it, if currently housed in a different location or building.

- NMC is responsible for ensuring that data is removed, disk zero'd and controller ownership is removed from DS4243 shelves being redeployed from FAS3140HAs to new FAS8060 CDOT system prior to these services taking place.

- All redeployed disk shelves or disk shelves previously purchased not with FAS8060HA system via CONTRACTOR must be in proper working order prior to installation / redeployment. CONTRACTOR will not be responsible for fixing or installing disk shelves that are not deemed to be functioning properly.

- NMC will provide appropriate hardware with Gigabit or 10 Gigabit Ethernet network connectivity.

- NMC will be responsible for providing a technical systems administrator to provide access to servers and storage, as well as a knowledgeable VMware administrators to assist with facilitating services under this SOW.

- NMC will be responsible for having networking switches fully installed and functional as well as performing any configurations needed on Network switch for storage connectivity.

- NMC will be responsible for providing a Network Administrator to facilitate network configuration related activities necessary during the services under this SOW as well as adhering to iSCSI best practices for iSCSI connections and assignment of network identity such as IP addresses.

- NMC will be responsible for providing a Storage SAN Administrator to facilitate FC switch configuration and FC zoning related activities necessary during the services under this SOW.

- NMC will be responsible for migrating data from FAS3140HA to new FAS8060HA as well as comparing and verifying data migrated is consistent and the integrity of migrated data by some subset file comparison.

- NMC is responsible for providing appropriate space (rack/floor) and power requirements for any hardware required for this implementation. **Note** FAS8060HA requires 220v power, i.e. cannot run with standard 110v.

- Because manufacturers state that more than one person is required to lift their components, NMC must designate personnel to assist CONTRACTOR with the lifting, positioning, and racking of equipment during implementation. If no personnel is available, NMC must notify CONTRACTOR prior to the start of the engagement. CONTRACTOR will then provide an additional engineer on a temporary basis for these tasks, to be billed at, a mutually agreed services rate.

- NMC understands that due to incompatibilities between certain rack units and hardware components, CONTRACTOR must be provided with the rack brand and model to be used prior to the start of the engagement. Without this information, the engagement could be subject to re-scheduling and out of scope delays, if racking issues arise.

- NMC will be responsible for ensuring that host name resolution exists within the environment (i.e. DNS, Wins) and that TCP/IP protocol support is enabled on all systems.

- NMC will be responsible for having correct licensing required to support all aspects of this upgrade / installation.

- NMC will be responsible for having support contracts in place for current NetApp FAS8060HA storage system, FC switches, network switches, VMware and any other hardware or software needed to facilitate the services under this SOW.

- NMC will have a complete backup of all data located on all of the storage devices and / or servers included in this scope of work prior to installation services being performed by CONTRACTOR.

- NMC will be responsible for installing patches, OS, VMwate ESX / vShpere, VMs, applications on servers.

- NMC will be responsible for providing and / or working with CONTRACTOR technical architect to provide sizing of aggregates and volumes.

- NMC shall accept and respond within 72 hours / 3 business days of receiving the notice of completion sent by CONTRACTOR, if there are any issues or if the NMC deems the project not complete in any way.

- It is requested that the customer make no major changes in their Information Technology environment during the duration of this engagement. CONTRACTOR will not be responsible for addressing issues that are the result of changes made to the environment prior to the project having been signed off as complete.

- NMC will supply a technical IT person to assist with NetApp configuration and backup reconfiguration.

- NMC will designate a contact person or project manager (PM) who will serve as the primary point of contact for CONTRACTOR for the duration of the project(s) as set forth below.

- CONTRACTOR will designate a contact person who will serve as the primary point of contact to the NMC for the duration of the project(s) as set forth below.

- Any items submitted to NMC for feedback or acceptance will be dealt with in a timely manner.

- Unless specifically stated, pricing does not include any software or hardware purchases. Any hardware or software purchases recommended by CONTRACTOR would be addressed and priced separately.

- All hardware/software ordered by NMC or other parties will be functional.
- Knowledge transfer is delivered as part of the engagement and performed throughout the installation and configuration. NMC must have all necessary staff available for the knowledge transfer. Knowledge transfer must take place on or before the professional services implementation concludes.

- A pre-installation conference call will be held prior to CONTRACTOR coming on-site, to verify all prerequisite activities have been completed by NMC and to review the installation.

- There are no pre-existing issues with current storage, backup, VMware, or network infrastructure (hardware and software) prior to this install. If pre-existing issues are identified, additional professional services resources maybe required to address those issues and would not be included in the scope of this engagement.

- All service under this SOW will take place at location on page 1 during normal business hours US Pacific time

- Services under this SOW do not include documentation

- Services under this SOW do not include ONTAP, controller swap upgrade or data migration

- Services do not include Installation / Configuration of Snap Tools Software or OnCommand software (outside of Core Unified Manager, System Manager)

6 Project Implementation Schedule

CONTRACTOR will mutually determine the project implementation schedule with NMC. Based on the project milestones, the following conditions will apply:

- All work will be conducted Monday - Friday, between 09:00 and 18:00, unless stated otherwise in this SOW or other arrangements are made and mutually approved.

- The work schedule may or may not be based on consecutive workdays on-site dependent on the project milestones.

All services to be provided must be completed within 90 days after the start date of the engagement, unless both Integrated Archive Systems (CONTRACTOR) and NMC mutually agree to an extension. **The start date of the engagement will be defined as the first day of actual services.**

7 Complete Price Schedule

CONTRACTOR Services / Hardware / Software	Rate	Total
Implementation Services	Refer to Quote # IASKK-NATIVIDAD MEDICAL CENTER-014-FAS8xxx PS 12-10-14 REV1	Refer to Quote # IASKK-NATIVIDAD MEDICAL CENTER-014-FAS8xxx PS 12-10-14 REV1
Hardware and Software	Refer to Quote # IASKK-NATIVIDAD MEDICAL CENTER-015-FAS8060 12-10-14 REV1	Refer to Quote # IASKK-NATIVIDAD MEDICAL CENTER-015-FAS8060 12-10-14 REV1

The costs for travel are already built into the professional fees as per the quotations herein therefore no reimbursements will be billed.

TOTAL AGREEMENT AMOUNT SHALL NOT EXCEED: $___574,250.13____

8. Contacts

8.1 NMC

8.11 Mike Cross
Telephone: 530-300-8799
E-mail: CrossM@natividad.com

8.2 CONTRACTOR

8.21 Kirsten Kennel – Account Manager
Telephone: 415-336-2714
E-mail: kirstenk@iarchive.com

8.22 Thomas O'Brien – Technical Architect
Telephone: 408-307-9199
E-mail: thomaso@iarchive.com

8.23 Angelo Mortellaro – Technical Architect
Telephone: 650-245-6037
E-mail: AngeloM@iarchive.com

8.24 Janice Slayton – Director of Professional Services
Telephone: 408-800-9120
E-mail janices@iarchive.com

APPENDIX A: Bill of Materials

ITEM	QTY	DESCRIPTION
		FAS8060HA Active-Active Controllers **Qty 4 DS2246 Shelves w/24x1.2TB, 10k SAS Drives** **Qty 2 DS2246 Shelves w/12x 200GB SSD** **Premium Bundle Software**
		Hardware
1	1	
2	2	FAS8060 High Availability System
3	1	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C
4	4	DSK SHLF,24x1.2TB,10K,6G,0P,-C
5	2	SSD SHLF,12x200GB,0P,-C
6	2	Flash Cache 2TB PCIe Module 2,-C
7	8	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,0.5m,-C
8	8	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m,-C
9	10	Cable,Ethernet,0.5m RJ45 CAT6,-C
10	4	Cable,Ethernet,2m RJ45 CAT6,-C
11	4	Cable,Ethernet,5m RJ45 CAT6,-C
12	1	Cable,Ethernet,3m RJ45 CAT6,-C
13	4	Cable,Direct Attach CU SFP+ 10G,0.5M,-C
14	8	Cable,Direct Attach CU SFP+ 10G,2M,-C
15	20	Cable,Cntlr-Shelf/Switch,2m,LC/LC,Op,-C
16	2	ADPT 4-Port FCP 8Gb Target Adapter PCIe,EN,-C
17	2	ADPT 2-Pt UTA2,10GbE,16Gb FC BareCage SFP+,-C
18	2	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C
19	8	SFP+ Optical 10Gb Shortwave,FAS80X0,-C
20	7	Rackmount Kit,Swift,4-Post,Square-Hole,-C
21	4	SFP+ Optical,UTA,16Gb FC Shortwave,-C
22	1	12-Node Cluster Cable Label Kit,-C
23	1	Documents,80xx,-C
24	2	ClusterNet Inter-connect,16Pt,10Gb,-C
25	2	ClusterNet Inter-connect,16Pt,1Gb,-C
26	20	Power Cable,In-Cabinet,C13-C14,-C
		Software

27	2	SW-2,Premium BNDL,8060A,-C Includes: CIFS, NFS, FCP, iSCSI, FlexClone, SnapMirror, SnapRestore, SnapManager Suite*, SnapVault, Single Mailbox Recovery *SnapManager Suite Includes: SnapManager for Oracle, SnapManager for SAP, SnapManager for VI, SnapDrive for UNIX, SnapDrive for Windows, SnapManager for Exchange, SnapManager for SharePoint, SnapManager for SQL, SnapManager for Hyper-V
28	1	SW,NetApp OnCommand core
29	1	SW-2,Base,CL,Node
30	48	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,OP,-C
31	1152	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,OP,-C
		Support
32	1	36 Months SupportEdge Premium 4hr Onsite, w/o Install,VA
		Professional Services
		Quoted Separately

INTEGRATED ARCHIVE SYSTEMS

1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman-Owned Business Enterprise (WBE)

Proposal to:
COMPANY: Natividad Medical Center
CONTACT: Michael Cross
PHONE: (831) 775-4111
EMAIL: CrossM@natividad.com

DATE: 12/10/2014
QUOTE EXPIRES: 1/10/2015
Project: FAS8060

JASAR-NATIVIDAD MEDICAL CENTER-015
QUOTE #: FAS8060 12-10-14 REV 1
IAS REP: KIRSTEN KENNEI
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714
INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@iarchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	PART NUMBER	DESCRIPTION	EXTENDED LIST PRICE	UNIT DISC PRICE	EXTENDED DISC PRICE
			FAS8060HA Active-Active Controllers			
			Qty 4 DS2246 Shelves w/24x1.2TB, 10k SAS Drives			
			Qty 2 DS2246 Shelves w/12x 200GB SSD			
			Premium Bundle Software			
			Hardware			
1	1	FAS8060-RE	0		$ -	$ -
2	2	FAS8060A-001-R6	FAS8060 High Availability System		$ 26,975.00	$ 53,950.00
3	1	X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C		$ -	$ -
4	4	DS2246-28.8TB OP-R6-C	DSK SHLF,24x1.2TB,10K,6G,OP,-C		$ 25,930.50	$ 103,722.00
5	2	DS2246-SL024-12A-OP-R6-C	SSD SHLF,12x200GB,OP,-C		$ 22,744.50	$ 45,489.00
6	2	X1975A-R6-C	Flash Cache 2TB PCIe Module 2,-C		$ 61,152.00	$ 122,304.00
7	6	X6557-R6-C	Cable,SAS Cntl Shelf/Shelf-Shelf/HA,0.5m,-C		$ -	$ -
8	6	X6558-R6-C	Cable,SAS Cntl Shelf/Shelf-Shelf/HA,2m,-C		$ 92.19	$ 737.50
9	10	X6560-R6-C	Cable,Ethernet,0.5m RJ45 CAT6,-C		$ -	$ -
10	4	X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C		$ -	$ -
11	4	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C		$ -	$ -
12	1	X6585-R6-C	Cable,Ethernet,3m RJ45 CAT6,-C		$ -	$ -
13	4	X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C		$ 60.00	$ 240.00
14	8	X6566B-2-R6-C	Cable,Direct Attach CU SFP+ 10G,2M,-C		$ 80.00	$ 640.00
15	20	X6553-R6-C	Cable,Cntl-Shelf/Switch,2m,LC/LC,Op,-C		$ 92.19	$ 1,843.75
16	2	X1132A-EN-R6-C	ADPT 4-Port FCP 8Gb Target Adapter PCIe,EN,-C		$ 3,120.00	$ 6,240.00
17	2	X1143A-R6-C	ADPT 2-Pt UTA2,10GbE,16Gb FC BareCage SFP+,-C		$ 1,514.50	$ 3,029.00
18	2	X2065A-EN-R6-C	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C		$ 910.00	$ 1,820.00
19	8	X6599A-R6-C	SFP+ Optical 10Gb Shortwave,FAS80xO,-C		$ 516.75	$ 4,134.00
20	7	X5529A-R6-C	Rackmount Kit,Swift,4-Post,Square-Hole,-C		$ 55.31	$ 387.19
21	4	X6602A-R6-C	SFP+ Optical,UTA,16Gb FC Shortwave,-C		$ 672.75	$ 2,691.00
22	1	X1985-R6-C	12-Node Cluster Cable Label Kit,-C		$ -	$ -
23	1	DOC-80XX-C	Documents,80xx,-C		$ -	$ -
24	2	X1960-R6-C	ClusterNet Inter-connect,16Pt,10Gb,-C		$ 5,075.00	$ 10,150.00
25	2	X1961-R6-C	ClusterNet Inter-connect,16Pt,1Gb,-C		$ 1,025.00	$ 2,050.00
26	20	X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C		$ -	$ -
			Software			
27	2	SW-2-8060A-PREMBNDL-C	SW-2,Premium BNDL,8060A,-C Includes: CIFS, NFS, FCP, iSCSI, FlexClone, SnapMirror, SnapRestore, SnapManager Suite*, Snapvault, Single Mailbox Recovery *SnapManager Suite Includes: SnapManager for Oracle, SnapManager for SAP, SnapManager for VI, SnapDrive for UNIX, SnapDrive for Windows, SnapManager for Exchange, SnapManager for SharePoint, SnapManager for SQL, SnapManager for Hyper-V		$ 119,180.00	$ 238,360.00
28	1	SW-NOC-CORE	SW,NetApp OnCommand core		$ -	$ -
29	1	SW-2-CL-BASE	SW-2,Base,CL,Node		$	$ -
30	48	OS-ONTAP-CAP3-OP-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,OP,-C		$ 575.25	$ 27,612.00
31	1152	OS-ONTAP-CAP2-OP-C	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,OP,-C		$ 67.65	$ 78,163.20
			Support			
32	1	OS-02-NOINSTALL-4HR-VA	36 Months SupportEdge Premium 4hr Onsite, w/o Install,VA		$ 207,416.43	$ 207,416.43
			Professional Services			
			Quoted Separately			
			Option 2 Sub-Total			$ 910,979.06
			IAS Additional Discount			$ (380,454.06)
			Tax			$ 25,848.69
			Shipping			$ 1,876.44
			Option 2 Discounted Total	$ 1,192,185.42		$ 558,250.13

NOTES
1 **Professional Services Quoted Separately**

STANDARD TERMS AND CONDITIONS:
1.0 Product Returns -
1.1 An approved IAS Return Material Authorization (RMA) # must be obtained prior to return.
1.2 All returned products must be factory sealed and returned within 30 days after receipt unless otherwise stated
1.3 Cancelled or returned products are subject to a 25% restocking fee.

2.0 Taxes are shown

2.1 Shipping charges, , and special consulting/integration charges are not included unless stated above.

3.0 For Refurbished equipment, availability is first come, first served. Orders may be non-cancelable and non-returnable unless mutually deemed defective

4.0 Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.

5.0 All software sales are final

INTEGRATED ARCHIVE SYSTEMS

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Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman Owned Business Enterprise (WBE)

Proposal to:
COMPANY: Natividad Medical Center
CONTACT: Michael Cross
PHONE: (831) 775-4113
EMAIL: CrossM@natividad.com

DATE: 12/10/2014
QUOTE EXPIRES: 1/15/2015
Project: FAS8xxx Professional Services

IASNA-NATVIDAD MEDICAL CENTER-014-
QUOTE #: FAS8xxx PS 12-10-14 REV 1
IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714
INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@iarchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	PART NUMBER	DESCRIPTION	EXTENDED DISC PRICE
			Professional Services	
1	1	IAS-PS	IAS project based Professional Services during normal business hours for NetApp FAS8040HA CDOT Implementation and disk shelves redeployment as specified in Engagement Outline sent with sales quote *(Includes uplift for travel to Salinas and overnight stay(s))*	$ 16,000.00
			Total	$ 16,000.00

NOTES
1 FAX8xxx options quoted separately

STANDARD TERMS AND CONDITIONS:

1.0 Product Returns -
1.1 An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
1.2 All returned products must be factory sealed and returned within 30 days after receipt unless otherwise stated.
1.3 Cancelled or returned products are subject to a 25% restocking fee.
2.0 Shipping charges, taxes (PS NOT Taxable), and special consulting/integration charges are not included unless stated above.
3.0 For Refurbished equipment, availability is first come first served. Orders may be non-cancelable and non-returnable unless mutually deemed defective.
4.0 Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.

5.0 All software sales are final.

APPENDIX A: Bill of Materials

ITEM	QTY	DESCRIPTION
		FAS8060HA Active-Active Controllers **Qty 4 DS2246 Shelves w/24x1.2TB, 10k SAS Drives** **Qty 2 DS2246 Shelves w/12x 200GB SSD** **Premium Bundle Software**
		Hardware
1	1	
2	2	FAS8060 High Availability System
3	1	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C
4	4	DSK SHLF,24x1.2TB,10K,6G,0P,-C
5	2	SSD SHLF,12x200GB,0P,-C
6	2	Flash Cache 2TB PCIe Module 2,-C
7	8	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,0.5m,-C
8	8	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m,-C
9	10	Cable,Ethernet,0.5m RJ45 CAT6,-C
10	4	Cable,Ethernet,2m RJ45 CAT6,-C
11	4	Cable,Ethernet,5m RJ45 CAT6,-C
12	1	Cable,Ethernet,3m RJ45 CAT6,-C
13	4	Cable,Direct Attach CU SFP+ 10G,0.5M,-C
14	8	Cable,Direct Attach CU SFP+ 10G,2M,-C
15	20	Cable,Cntlr-Shelf/Switch,2m,LC/LC,Op,-C
16	2	ADPT 4-Port FCP 8Gb Target Adapter PCIe,EN,-C
17	2	ADPT 2-Pt UTA2,10GbE,16Gb FC BareCage SFP+,-C
18	2	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C
19	8	SFP+ Optical 10Gb Shortwave,FAS80X0,-C
20	7	Rackmount Kit,Swift,4-Post,Square-Hole,-C
21	4	SFP+ Optical,UTA,16Gb FC Shortwave,-C
22	1	12-Node Cluster Cable Label Kit,-C
23	1	Documents,80xx,-C
24	2	ClusterNet Inter-connect,16Pt,10Gb,-C
25	2	ClusterNet Inter-connect,16Pt,1Gb,-C
26	20	Power Cable,In-Cabinet,C13-C14,-C
		Software

27	2	SW-2,Premium BNDL,8060A,-C Includes: CIFS, NFS, FCP, iSCSI, FlexClone, SnapMirror, SnapRestore, SnapManager Suite*, SnapVault, Single Mailbox Recovery *SnapManager Suite Includes: SnapManager for Oracle, SnapManager for SAP, SnapManager for VI, SnapDrive for UNIX, SnapDrive for Windows, SnapManager for Exchange, SnapManager for SharePoint, SnapManager for SQL, SnapManager for Hyper-V
28	1	SW,NetApp OnCommand core
29	1	SW-2,Base,CL,Node
30	48	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,0P,-C
31	1152	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,0P,-C
		Support
32	1	36 Months SupportEdge Premium 4hr Onsite, w/o Install,VA
		Professional Services
		Quoted Separately

INTEGRATED ARCHIVE SYSTEMS

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1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman-Owned Business Enterprise (WBE)

Proposal to:
COMPANY: Natividad Medical Center
CONTACT: Michael Cross
PHONE: (831) 775-4111
EMAIL: CrossM@natividad.com

DATE: 12/10/2014
QUOTE EXPIRES: 1/10/2015
Project: FAS8060

QUOTE #: IASKK-NATIVIDAD MEDICAL CENTER-015-FAS8060 12-10-14 REV 1
IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714
INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@iarchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	PART NUMBER	DESCRIPTION	EXTENDED LIST PRICE	UNIT DISC PRICE	EXTENDED DISC PRICE
			FAS8060HA Active-Active Controllers			
			Qty 4 DS2246 Shelves w/24x1.2TB, 10k SAS Drives			
			Qty 2 DS2246 Shelves w/12x 200GB SSD			
			Premium Bundle Software			
			Hardware			
1	1	FAS8060-R6	0		$ -	$ -
2	2	FAS8060A-001-R6	FAS8060 High Availability System		$ 26,975.00	$ 53,950.00
3	1	X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C		$ -	$ -
4	4	DS2246-28.8TB-0P-R6-C	DSK SHLF,24x1.2TB,10K,6G,0P,-C		$ 25,930.50	$ 103,722.00
5	2	DS2246-SL024-12A-0P-R6-C	SSD SHLF,12x200GB,0P,-C		$ 22,744.50	$ 45,489.00
6	2	X1975A-R6-C	Flash Cache 2TB PCIe Module 2,-C		$ 61,152.00	$ 122,304.00
7	8	X6557-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,0.5m,-C		$ -	$ -
8	8	X6558-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m,-C		$ 92.19	$ 737.50
9	10	X6560-R6-C	Cable,Ethernet,0.5m RJ45 CAT6,-C		$ -	$ -
10	4	X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C		$ -	$ -
11	4	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C		$ -	$ -
12	1	X6585-R6-C	Cable,Ethernet,3m RJ45 CAT6,-C		$ -	$ -
13	4	X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C		$ 60.00	$ 240.00
14	8	X6566B-2-R6-C	Cable,Direct Attach CU SFP+ 10G,2M,-C		$ 80.00	$ 640.00
15	20	X6553-R6-C	Cable,Cntlr-Shelf/Switch,2m,LC/LC,Op,-C		$ 92.19	$ 1,843.75
16	2	X1132A-EN-R6-C	ADPT 4-Port FCP 8Gb Target Adapter PCIe,EN,-C		$ 3,120.00	$ 6,240.00
17	2	X1143A-R6-C	ADPT 2-Pt UTA2,10GbE,16Gb FC BareCage SFP+,-C		$ 1,514.50	$ 3,029.00
18	2	X2065A-EN-R6-C	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C		$ 910.00	$ 1,820.00
19	8	X6599A-R6-C	SFP+ Optical 10Gb Shortwave,FAS80X0,-C		$ 516.75	$ 4,134.00
20	7	X5529A-R6-C	Rackmount Kit,Swift,4-Post,Square-Hole,-C		$ 55.31	$ 387.19
21	4	X6602A-R6-C	SFP+ Optical,UTA,16Gb FC Shortwave,-C		$ 672.75	$ 2,691.00
22	1	X1985-R6-C	12-Node Cluster Cable Label Kit,-C		$ -	$ -
23	1	DOC-80XX-C	Documents,80xx,-C		$ -	$ -
24	2	X1960-R6-C	ClusterNet Inter-connect,16Pt,10Gb,-C		$ 5,075.00	$ 10,150.00
25	2	X1961-R6-C	ClusterNet Inter-connect,16Pt,1Gb,-C		$ 1,025.00	$ 2,050.00
26	20	X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C		$ -	$ -
			Software			
27	2	SW-2-8060A-PREMBNDL-C	SW-2,Premium BNDL,8060A,-C Includes: CIFS, NFS, FCP, iSCSI, FlexClone, SnapMirror, SnapRestore, SnapManager Suite*, SnapVault, Single Mailbox Recovery *SnapManager Suite Includes: SnapManager for Oracle, SnapManager for SAP, SnapManager for VI, SnapDrive for UNIX, SnapDrive for Windows, SnapManager for Exchange, SnapManager for SharePoint, SnapManager for SQL, SnapManager for Hyper-V		$ 119,180.00	$ 238,360.00
28	1	SW-NOC-CORE	SW,NetApp OnCommand core		$ -	$ -
29	1	SW-2-CL-BASE	SW-2,Base,CL,Node		$ -	$ -
30	48	OS-ONTAP-CAP3-0P-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,0P,-C		$ 575.25	$ 27,612.00
31	1152	OS-ONTAP-CAP2-0P-C	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,0P,-C		$ 67.85	$ 78,163.20
			Support			
32	1	CS-O2-NOINSTALL-4HR-VA	36 Months SupportEdge Premium 4hr Onsite, w/o Install,VA		$ 207,416.43	$ 207,416.43
			Professional Services			
			Quoted Separately			
			Option 2 Sub-Total			**$ 910,979.06**
			IAS Additional Discount			**$ (380,454.06)**
			Tax			**$ 25,848.69**
			Shipping			**$ 1,876.44**
			Option 2 Discounted Total	**$ 1,192,185.42**		**$ 558,250.13**

NOTES:
1 Professional Services Quoted Separately

STANDARD TERMS AND CONDITIONS:
1.0 Product Returns -
1.1 An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
1.2 All returned products must be factory sealed and returned within 30 days after receipt unless otherwise stated.
1.3 Cancelled or returned products are subject to a 25% restocking fee.

2.0 Taxes are shown

2.1 Shipping charges, , and special consulting/integration charges are not included unless stated above.

3.0 For Refurbished equipment, availability is first come, first served: Orders may be non-cancelable and non-returnable unless mutually deemed defective.

4.0 Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.

5.0 All software sales are final.

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Proposal to:
COMPANY: Natividad Medical Center
CONTACT: Michael Cross
PHONE: (831) 775-4111
EMAIL: CrossM@natividad.com

DATE: 12/10/2014
QUOTE EXPIRES: 1/15/2015
Project: FAS8xxx Professional Services

QUOTE #: IASKK-NATIVIDAD MEDICAL CENTER-014-FAS8xxx PS 12-10-14 REV 1
IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714
INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@iarchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	PART NUMBER	DESCRIPTION	EXTENDED DISC PRICE
			Professional Services	
1	1	IAS-PS	IAS project based Professional Services during normal business hours for NetApp FAS80x0HA CDOT Implementation and disk shelves redeployment as specified in Engagement Outline sent with sales quote *(Includes uplift for travel to Salinas and overnight stay(s)*	$ 16,000.00
			Total	**$ 16,000.00**

NOTES:
1 FAX8xxx options quoted separately

STANDARD TERMS AND CONDITIONS:

1.0 Product Returns -
1.1 An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
1.2 All returned products must be factory sealed and returned within 30 days after receipt unless otherwise stated.
1.3 Cancelled or returned products are subject to a 25% restocking fee.
2.0 Shipping charges, taxes (PS NOT Taxable), and special consulting/integration charges are not included unless stated above.
3.0 For Refurbished equipment, availability is first come, first served; Orders may be non-cancelable and non-returnable unless mutually deemed defective.
4.0 Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.
5.0 All software sales are final.