



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

Agreement No.: A-14274 ; Amendment No.: 3

Authorize the Chief Executive Officer for Natividad or his designee to execute amendment No. 3 to the agreement (A-14274) with Visual Net Design for website update and web hosting services, extending the agreement an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full agreement term of May 1, 2018 through April 30, 2025, and adding \$98,916 for a revised total agreement amount not to exceed \$422,880.

PASSED AND ADOPTED on this 25th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting April 25, 2023.

Dated: April 27, 2023
File ID: A 23-107
Agenda Item No.: 19

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 3
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES**

This Amendment No. 3 to the Service Level Agreement (“SLA”) which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “Customer”), and Visual Net Design (hereinafter “VNDhost”); (collectively, Customer and VNDhost are referred to as the “Parties”), with respect to the following: **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the SLA was executed for Hosting Services with a term May 1, 2018 through April 30, 2021 and a total SLA amount not to exceed \$33,988; and

WHEREAS, Customer and VNDhost amended the SLA on April 2, 2019 via Amendment No 1 to add an additional \$150,000, thereby increasing the total SLA amount to \$183,988 with no change to the SLA term of May 1, 2018 through April 30, 2021; and

WHEREAS, Customer and VNDhost amended the SLA on February 21, 2021 via Amendment No. 2 to extend it for an additional two (2) year period through April 30, 2023 to allow for services to continue with additions to the original scope of work attached hereto as “Revised Exhibit A per Amendment No. 2 – Scope of Services/Payment Provisions,” “Revised Exhibit B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Service” and “Exhibit C – Google Analytics Custom Tracking Setup and Management” for an increase of \$139,976 for a revised total SLA amount of \$323,964; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full agreement term of May 1, 2018 through April 30, 2025 to allow for services to continue with additions to the original scope of work attached hereto as “Revised Exhibit A-3 per Amendment No. 3 – Scope of Services/Payment Provisions,” “Revised Exhibit B-3 per Amendment No. 3 – Scope of Services/Payment Provisions for VND Website Support Service” for an increase of \$98,916 for a revised total SLA amount of \$422,880.

AGREEMENT

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

The SLA is hereby renewed on the terms and conditions as set forth in the Original SLA, in Amendment No. 1, Amendment No. 2 and in Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, “PAYMENTS BY Customer” shall be amended to the following:
“Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A, Revised Exhibit A, Revised Exhibit A-3, Exhibit B, Revised Exhibit B and Revised Exhibit B-3 subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of \$422,800.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from May 1, 2018 through April 30, 2025 unless sooner terminated

pursuant to the terms of this Agreement.”

3. Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:
“The following attached exhibits are incorporated herein by reference and constitute a part of this SLA:
Exhibit A: Scope of Services/Payment Provisions for Hosting Services
Revised Exhibit A-3 per Amendment No. 3: Scope of Services/Payment Provisions for Hosting Services
Exhibit B: Scope of Services/Payment provisions for Website Support Services
Revised Exhibit B-3 per Amendment No. 3: Scope of Services/Payment provisions for Website Support Services
~~Exhibit C: Google Analytics Custom Tracking Setup and Management~~”
4. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the SL, Amendment No. 1 and in Amendment No. 2.
5. A copy of this Amendment No. 3 shall be attached to the Original SLA.
6. This Amendment No. 3 shall be effective on when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

DocuSigned by:
Charles Harris
4E1F837D204E481
By: _____
Charles R. Harris, CEO

5/1/2023 | 10:31 AM PDT
Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saitta
C0EECE1B99E444A9
By: _____
Monterey County Deputy County Counsel

4/4/2023 | 1:29 PM PDT
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE
By: _____
Monterey County Deputy Auditor/Controller

4/4/2023 | 1:58 PM PDT
Date: _____

CONTRACTOR

Visual Net Design

CONTRACTOR's Business Name
See instructions below

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

Manuel Oblitas, Managing Partner

Name and Title

04/04/2023
Date: _____

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

Javier Oblitas, Managing Partner

Name and Title

04/04/2023
Date: _____

*****Instructions*****

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

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

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



Revised Exhibit A-3 per Amendment No. 3: Scope of Services/Payment provisions for Hosting Services

Natividad Medical Center
Natividad MC- Hosting 2023-2025
Quote# 11452
1/26/2023



Customer: Natividad Medical Center

Project Name: Natividad Medical Center - Hosting 2023-2025

Quote Number: 11452

Date: 1/26/2023

Section I – Annual Recurring Components

Module	Details	Quote
SSL Certificate Single Domain Managed \$99.00	Domain: Natividad Intranet This is the lock representing SSL encryption for secure transactions. \$99/year -SSL Certificate Single Domain Managed ***Includes Free Installation!	\$99.00/year
SSL Certificate Single Domain Managed \$99.00	Domain: Natividad.com This is the lock representing SSL encryption for secure transactions. \$99/year -SSL Certificate Single Domain Managed ***Includes Free Installation!	\$99.00/year

Section II – Monthly Recurring Components

Service	Recurring Service Summary	Recurring Totals
Managed Dedicated Server	Main Server Web/DB Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 \$0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB \$20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND*	\$315.00/MO
Managed Cloud backup	VND Managed Cloud backup takes your business backup to new heights by continuously sending your encrypted data to our secure online cloud. Our backup agent operates silently in the background so you can stay focused on business at hand.	\$40.00/MO



	<p>VND manages your backup to ensure continuity of your files in case of disaster or emergency, making your backups one less thing to worry about.</p> <p>Features:</p> <ul style="list-style-type: none"> * Restore your business files quickly, from the local copy or the cloud as needed * Works over wireless, wired and cellular networks * Fully automated and monitored backup solution * Fully encrypted - Data is secured before transmission to protect your business important files from any prying eyes * Cross platform - Runs on Windows, Mac, Linux, and Solaris <ul style="list-style-type: none"> * Unlimited Cloud storage * 1tb Local cache of data for fast restore 	
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Section III – Summary

a) Annual Recurring components:

- 1) **SSL Certificate Single Domain Managed = \$99.00**
- 2) **SSL Certificate Single Domain Managed = \$99.00**

b) Monthly Recurring components:

- 1) **Yes (x) No () - Managed Dedicated Server - (1 units X \$315.00) = \$315.00/MO**
- 2) **Yes (x) No () - Managed Cloud backup - (1 units X \$40.00) = \$40.00/MO**

c) **Totals:**

Annual Recurring Total:

\$198.00/year SSL Certificate Single Domain Managed for Natividad Intranet and Natividad.com

Setup Fees:

\$0

Monthly Recurring Total:

\$355/mo for Dedicated Server Failover, Managed Cloud backup and Managed Dedicated Server

Section IV – Definitions

* Free installation only applicable for VND provided SSLs. Third party SSLs from other registry authorities may be subject to other labor charges not defined in this document

** Server management and support from VND. This ensures the following are performed:

- Firewalls are in place to allow only pre-approved remote access managed by VND
- Ensures changes in security policies are tracked.
- Monitoring of bandwidth spikes to track down abusers and DDoS attacks which are blocked on our edge routers.
- Monitoring of uptime via our monitoring systems.



Section V - Terms

This Hosting Agreement is made effective when first payment for services is applied, between Visual Net Design LC (the Provider), and Natividad Medical Center (the Client), and states the agreement of the parties as follows:

WEB Hosting Effective Start Date: February 1st, 2023

This agreement shall begin on the above effective date and shall end _ April 30th, 2025 __, unless otherwise terminated with the terms of this hosting agreement/SLA.

Customer: Natividad Medical Center**Project Name:** Natividad - Hosting Part II - WP maintenance 2023-2025**Quote Number:** 11459**Date:** 1/31/2023**Section I – Required Components**

Module	Details	Quote
Premium Wordpress Maintenance	<p>Domain: Natividad Intranet</p> <p>Price - \$ 150/mo</p> <p>Services:</p> <ol style="list-style-type: none"> 1. Website Firewall configuration: VND will install and configure Wordfence (free license) or Sucuri (paid license sold separately) security plugin. These plugins monitor your WordPress site for malware, file changes, SQL injections, and more. They also protect your website against DDoS and brute force attacks. 2. Website Firewall and uptime monitoring: When a website firewall is present, VND will monitor its logs and performance reports monthly and run an on demand scan on website files. Also, VND will monitor for site uptime. 3. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 4. Support and advice on managing the WordPress platform (email & phone) 5. Reduced rate of \$120/hr. for any work requests 6. Expedited support responses 7. Broken link report every 6 months. This report will detect issues with broken links within your site. Fixing of issues found will be quoted separately. 	\$150/mo
Premium Wordpress Maintenance	<p>Domain: Natividad.com</p> <p>Price - \$ 150/mo</p> <p>Services:</p> <ol style="list-style-type: none"> 1. Website Firewall configuration: VND will install and configure Wordfence (free license) or Sucuri (paid license sold separately) security plugin. These plugins monitor your WordPress site for malware, file changes, SQL injections, and more. They also protect your website against DDoS and brute force attacks. 2. Website Firewall and uptime monitoring: When a website firewall is present, VND will monitor its logs and performance reports monthly and run an on demand scan on website files. Also, VND will monitor for site uptime. 	\$150/mo



	<p>3. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required.</p> <p>4. Support and advice on managing the WordPress platform (email & phone)</p> <p>5. Reduced rate of \$120/hr. for any work requests</p> <p>6. Expedited support responses</p> <p>7. Broken link report every 6 months. This report will detect issues with broken links within your site. Fixing of issues found will be quoted separately.</p>	
<p>Premium Wordpress Maintenance</p>	<p>Domain: Spanish Site</p> <p>Price - \$ 150/mo</p> <p>Services:</p> <p>1. Website Firewall configuration: VND will install and configure Wordfence (free license) or Sucuri (paid license sold separately) security plugin. These plugins monitor your WordPress site for malware, file changes, SQL injections, and more. They also protect your website against DDoS and brute force attacks.</p> <p>2. Website Firewall and uptime monitoring: When a website firewall is present, VND will monitor its logs and performance reports monthly and run an on demand scan on website files. Also, VND will monitor for site uptime.</p> <p>3. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required.</p> <p>4. Support and advice on managing the WordPress platform (email & phone)</p> <p>5. Reduced rate of \$120/hr. for any work requests</p> <p>6. Expedited support responses</p> <p>7. Broken link report every 6 months. This report will detect issues with broken links within your site. Fixing of issues found will be quoted separately.</p>	<p>\$150/mo</p>



Section II – Summary

a) Monthly Recurring components:

- 1) **Premium Wordpress Maintenance = \$150.00**
- 2) **Premium Wordpress Maintenance = \$150.00**
- 3) **Premium Wordpress Maintenance = \$150.00**

Total: **\$450.00**

Grand Total: **\$450/mo for Wordpress Maintenance for Natividad Intranet, Natividad.com and Spanish Site**

Section IV – Definitions

* Free installation only applicable for VND provided SSLs. Third party SSLs from other registry authorities may be subject to other labor charges not defined in this document

** Server management and support from VND. This ensures the following are performed:

- Firewalls are in place to allow only pre-approved remote access managed by VND
- Ensures changes in security policies are tracked.
- Monitoring of bandwidth spikes to track down abusers and DDoS attacks which are blocked on our edge routers.
- Monitoring of uptime via our monitoring systems.

This Hosting Agreement is made effective when first payment for services is applied, between Visual Net Design LC (the Provider), and Natividad Medical Center (the Client), and states the agreement of the parties as follows:

Hosting payment is due the day of service starts.

SLA terms are defined in our SLA document available for download here: <https://www.vndhost.com/legal/vnd-service-level-agreement.pdf>

WEB Hosting Effective Start Date: February 1st, 2023

This agreement shall begin on the above effective date and shall end March 31st, 2025, unless otherwise terminated in a manner consistent with the terms of this hosting agreement/SLA. Contract will continue on a month to month basis after expiration date.



Natividad Medical Center

Natividad MC - Web Retainer 2023 -2025

Revised Exhibit B-3 per Amendment No. 3: Scope of Services/Payment Provision for VND
Website Support Services

Quote# 11453

1/24/2023

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting



Customer: Natividad Medical Center
Project Name: Natividad Web Retainer

Quote Number: 11453
Date: 1/24/2023

EXHIBIT B- Scope of Services/Payments Provisions for VND Website Support Services

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1. Telephone and E-mail Support:

- VND provides telephone and e-mail support for Customer with a Monthly Support Subscription or as needed retainer agreement; available hours and response times are provided in the Monthly Support Response Time table below.
- Customer with a Monthly Support Subscription or as needed retainer agreement shall report high priority issues to VNDs technical support via phone or email during office hours provided in the support response time table below.
- Response time for any support tickets is calculated from the time of initial contact from Customer to VND.

2. Obligations of Supported Customers:

- Customer acknowledges that VNDs ability to provide a solution for a customer issue may be subject to and may require access to certain Customer information and access to Customers computer system as reasonably requested by VND.
- Such information may include, but is not limited to, the type of hardware the Customer is using, a detailed description of the problem for which Customer seeks Support Services, and additional software Customer is using that falls outside the Monthly Support Subscription or as needed retainer agreement scope of coverage. Customer understands and agrees that the completeness and accuracy of the information customer provides to VND may affect VNDs ability to provide Support Services.
- The Customer is required to provide a technical support contact that will be the technical focal point for VND in all support matters.

3. Monthly Support Response Time:

- VND will ensure appropriate and timely escalation of high priority issues through its technical and management organization. VND is committed to working on high priority issues until resolution is complete.
- This effort requires Customer to provide the matching resources necessary to ensure timely progress and validation.
- VND shall exercise all commercially reasonable efforts to meet the following response times:
 - For website content development: No more than 1 hour response time during office hours M-F 8am-5pm at the time of initial request by Customer. Final content deliverable shall be established at a mutually agreed upon day and time depending on the complexity of the requested content creation.
 - For website posting of documents sent to VND by customer and posting of links to such documents on website, all such postings and changes shall occur within 4 hours of when the request was initially submitted by customer between M – F no later than 10am
 - All customer request shall be emailed to developer@vndx.com for web/software development request and support@netserver.com for server hosting related request



4. Pricing Clause:

The price option for this SLA may be modified via an amendment to the agreement with regards to the following pricing structure with committed hours

(X) \$110 per billable hour of services reserved for a minimum of 30 hours per month.* - \$3,300.00/mo

- Anything over the 16 hours per month shall be charged at \$120/hr

VND shall submit the customer an invoice on a form acceptable to customer showing a brief description of the service provided, the dates services were rendered, and the cost. Advance payment shall not be made. If not otherwise specified, VND may submit such invoices periodically or at the completion of services, but in any event, not later than 30 amount as Customer approves in conformity with this SLA, an 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.

Approved by / Date