Monterey County
Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-14274; Amendment No.: 2

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14274) with Visual Net Design for website update and hosting services, extending the agreement an additional two (2) year period (May 1, 2021 through April 30, 2023) for a revised full agreement term of May 1, 2018 through April 30, 2023, and adding $139,976 for a revised total agreement amount not to exceed $323,964.

b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) 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%) ($3,398) of the original cost of the agreement.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, 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 January 26, 2021.

Dated: January 27, 2021
File ID: A 21-020
Agenda Item No.: 31

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

Julian Lorenzana, Deputy

AMENDMENT NO. 2
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES

This Amendment No.2 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:

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 currently wish to amend the SLA 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.

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, and in Amendment No. 2 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, Exhibit B, Revised Exhibit B, and Exhibit C, 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 $323,964."

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, 2023 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 per Amendment No. 2: Scope of Services/Payment Provisions for Hosting Services
   Exhibit B: Scope of Services/Payment provisions for Website Support Services
   Revised Exhibit B per Amendment No. 2: 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. 2 and shall continue in full force and effect as set forth in the SLA and in Amendment No. 1.

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

6. This Amendment No. 2 shall be effective on February 1, 2021.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

NATIVIDAD MEDICAL CENTER

By: _____
        Gary R. Gray, DO, CEO

Date: _____2/2/21_____

APPROVED AS TO LEGAL PROVISIONS

By: _____
    Monterey County Deputy County Counsel

Date: _____Jan 11, 2021_____

APPROVED AS TO FISCAL PROVISIONS

By: _____gary k giboney_____
    Monterey County Deputy Auditor/Controller

Date: _____1-11-2020_____

CONTRACTOR

Visual Net Design
CONTRACTOR's Business Name
See instructions below

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

Manuel Oblitas, Co-Founder / Owner
Name and Title

Date: _____12/15/2020_____

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

Javier Oblitas , Co-Founder
Name and Title

Date: _____12/15/2020_____

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).

VISUAL NET DESIGN

Natividad Medical Center
Natividad Medical Center - Hosting 2021-2023
Quote# 10648 –
Revised Exhibit A per Amendment No. 2 for Hosting Services
11/17/2020

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

Customer: Natividad Medical Center
Project Name: Natividad Medical Center - Hosting 2021-2023

Quote Number: 10648
Date: 11/17/2020

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. 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. Features: * Restore your business files quickly, from the local copy or the cloud as needed * Works over wireless, wired and cellular networks	$40.00/MO

	* 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 * Unlimited Cloud storage * 1tb Local cache of data for fast restore	
Dedicated Server Failover	Failover Server Web/Db Failover 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
Premium WordPress Maintenance	Domain: Natividad Intranet Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as you static web files are cached on multiple servers all over the world. 3. Uptime Monitoring 24/7 4. 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. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report.	$120.00/MO
Premium WordPress Maintenance	Domain: Natividad.com Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as your static web files are cached on multiple servers all over the world.	$120.00/MO

	3. Uptime Monitoring 24/7 4. 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. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report.	

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
3) Yes (x) No ( ) - Dedicated Server Failover - (1 units X $315.00) = $315.00/MO
4) Yes (x) No ( ) - Premium WordPress Maintenance - (1 units X $120.00) = $120.00/MO
5) Yes (x) No ( ) - Premium WordPress Maintenance - (1 units X $120.00) = $120.00/MO

c) Totals:
Annual Recurring Total:
$198.00

Setup Fees:
$0

Monthly Recurring Total:
$910.00

Section IV – Definitions
* Free installation only applicable for VND provided SSLs. Third party SSLs form 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 IV – 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, 2021

This agreement shall begin on the above effective date and shall end __April 30, 2023__, unless otherwise terminated in a manner consistent with the terms of this hosting agreement/SLA.

Approved by / Date

VISUAL NET DESIGN

Revised EXHIBIT B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Services

Natividad Medical Center
Natividad Web Retainer
Quote# 10603
11/6/2020

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: 10603
Date: 11/6/2020

Revised EXHIBIT B per Amendment No. 2 – Scope of Services/Payment 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 Timetable 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 timetable 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 VND's 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 he requested content creation.
  - For website postings of documents sent to VND by Customer and posting of links to such documents on the Customer's website, and for updates and changes to the existing web pages at the Customer's website, all such postings and changes shall occier within 4 hours of when the request was initially submitted by Customer between M-F 8am-5pm. Posting and change requests made after 2pm shall be completed by the following morning M-F no later than 10am.
  - All customer requests shall be emailed to developer@vndx.com for web/software development requests and support@netservers.com for server hosting related requests.

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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. Advanced 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 days after completion of services. Customer shall certify the invoice, either in the requested amount or in such other 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

Natividad Medical Center

Exhibit C: Natividad.com Google Analytics Custom Tracking Setup and Management

9/9/2020

Customer: Natividad Medical Center
Project Name: Natividad.com Google Analytics Custom Tracking Setup and Management
Date: 9/9/2020

Section I – Required Components

Module	Details	Price
Google Analytics Goal One Time Configuration	The following will be done to setup a goal configurations on Google Analytics to be able to track page behaviour to a more granular level. Please note, we identified we have to add code to 150 pages. What is Goal? - Goals measure how well your site or app fulfills your target objectives. A goal represents a completed activity, called a conversion, that contributes to the success of your business. Examples of goals include making a purchase (for an ecommerce site), completing a game level (for a mobile gaming app), or submitting a contact information form (for a marketing or lead generation site). Tasks to complete: - Create new goal - Goal configuration - Revise or edit a goal - Show to Customer where and how they can see Recording status After Goals are setup, Customer will have access to the below in their Google Analytics Dashboard/Goal section: - Destination of Visitors on pages - Duration for which they were on that page (Ex: 5 minutes or more) - Pages/Screens per session (Ex: 3 pages) - Events (Ex: played a video) - Goal Value (Goal count) - Goal Completions (How many time viewer watches the Goal) - Goal Conversion Rate (Goal Percentage) - Total Abandonment Rate	$7,800.00
Monthly Custom Google Analytics Reporting	We are also providing a recurring reporting option (sent every month): In this report we will share the details of all pages regarding above mentioned points based on the results from the Goals section on Google Analytics Dashboard. This includes both the initial configuration of the report and monthly reporting.	$480.00

Section II – Summary

Required components:
1) **Google Analytics Goal One Time Configuration - $7,800.00**
2) **Monthly Custom Google Analytics Reporting - $480.00**
   - **Monthly Custom Google Analytics Reporting shall not exceed $13,440.**

Grand Total: **$21,240 (For charges until period ending April 30, 2023)**

TERMS:

1) Warranty

Work performed by Vendor under this cost estimate is warranted 100% with a 90-day warranty. Out of scope work requests made after a signed statement of work is approved will be billed hourly upon execution of an amendment signed by both parties.

Items NOT covered by our warranty are:
- Code written by developers other than VNDs team.
- Support for any problems or errors arising with or caused by customer error.
- Any web development, web analysis, SEO or web marketing task that is not explicitly listed in the customer contract as a line item.
- Any updates to the Operating system, third party software, or OS patches that may cause issues in the production application.

2) Proposed Timeline: 30 days after execution of this Amendment.

Proposed timeline is an estimate to serve as a guide. The time-frame to design, develop and implement a project can always fluctuate and it may change based on unforeseen conditions. Timelines are conducted in calendar days. Vendor will keep the Customer notified of changes that will extend the timeline. Customer agrees that it shall not hold the Vendor or his/her agents or employees liable for any incidental or consequential damages that arise from the Vendors failure to finalize the project in a timely manner.

3) Progress Reports

The Vendor shall contact or meet with the Customer on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development of the site. The Vendor shall inform the Customer promptly by telephone or email upon discovery of any event or problem that may significantly delay the development of the work.

4) Changes

All changes shall be agreed to in writing by way of an amendment signed by both parties.

5) Testing and Acceptance

When Vendor notifies Customer that the Software is ready for use by Customer in a production environment, Customer may test the Software to determine whether it complies in all material respects with the Documentation. Customer agrees to complete such testing or evaluation within twenty (20) business days of such notice, or such other period of time as the parties may agree upon in writing. Upon completion of review and testing, Customer shall promptly notify Vendor whether it has accepted the Software ("Acceptance"), or whether it has identified material discrepancies with

the Documentation ("Rejection"). If Customer Rejects the Software, Customer shall provide a written list of items that must be corrected. Within five (5) business days of receipt of Customer's notice, at no additional charge to Customer, Vendor shall provide corrected Software to Customer for review and testing. The testing and evaluation process shall resume, as set forth above, with Customer having the greater of ten (10) business days or the remainder of the original testing period to complete its testing. If Customer Accepts the Software, it shall issue a written Acceptance Notice. The date of such Acceptance Notice shall be deemed the "Acceptance Date." Customer may elect to terminate this Agreement without any further liability or obligation if after Customer has completed at least two review cycles as described in this Section, Customer determines that the Software, as revised, does not comply in all material respects with the Documentation. In the event of such a termination, Vendor shall refund to Customer all fees paid, if any, for the Software.

6) Confidential Information

The Vendor acknowledges and agrees that the source materials, technical and marketing plans or other sensitive business information, including all materials containing said information, that are supplied by the Customer to the Vendor or developed by the Vendor in the course of developing the project are to be considered confidential. Except where disclosure is required by law, including disclosures pursuant to a request under the California Public Records Act. Additionally, the Customer hereby agrees Vendors trade secrets and work techniques shall not be disclosed to parties not working under with Customer and shall keep this information confidential.

7) Copyright Usage

The Customer agrees to indemnify and hold the Vendor harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the project at the request of the Customer for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release. Grant of copyright is conditioned upon receipt of final payment, and upon Customers compliance with the terms of this agreement.

8) Return of Source Information

Upon the Customers acceptance of the final version, or upon the cancellation of the project, the Vendor shall provide the Customer with all copies and originals of any source materials provided by the Customer.

9) Cancellation

In the event of cancellation of this work, the Customer will be billed a prorated amount for the work completed. Vendor will deliver all work completed up to the cancellation date. The work will be delivered either as a download link or in a Media CD/DVD, and shall contain all source files, and will be delivered once the Customers account is fully paid for all dues agreed upon after the cancellation date. Ownership of all copyrights or any original artwork will be transferred to the Customer after account is paid per cancellation terms and deliverables of these items will vary depending on cancellation terms.

10) Ownership of Engines, Objects, licenses responsibility and Application Source code

The Vendor holds ownership of all engines, objects, licenses and module codes that are created or purchased by the Vendor during the development process. Once the final payment has been made (or a mutual cancellation has been agreed upon), the Customer will be granted full ownership of these items including the project source code. Yearly license maintenance fees, if any, are the sole responsibility of the current owner.

11) Alterations

Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating

additional art or modification of source code during the development process is prohibited without the express permission of the Vendor. After the final payment has been made, the Customer will be provided with the proper usernames, passwords and tools to access (where applicable): databases, code files and image source files to make the desired updates and have full control of source code information.

12) Unauthorized Use and Program Licenses
The Customer will be responsible for payment of any special licensing or royalty fees for software or tools provided by the Customer to aid in the design process. The Customer will indemnify the Vendor against all claims and expenses arising from the use of software or artwork for which the Customer does not have rights to or authority to use.

13) Dispute Resolution
Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties (American Arbitration Association should be first choice). In the event that legal action must be taken, Customer and Vendor agree to pay their own individual attorney fees, court costs and all other expenses that may be involved.

14) Web Site Accessibility
The Web Site shall include all functionality necessary to materially comply with (i) the latest version of the Web Content Accessibility Guidelines (WCAG); and (ii) all relevant Access Laws, as defined below. For purposes of this warranty, "Access Laws" means the Americans with Disabilities Act and any applicable laws of any state, county or municipality relating to accessibility for persons with disabilities to places of public accommodation, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable disability laws, regulations, or legal requirements, including, without limitation, California Civil Code §§ 51, et seq. and 54, et seq.

This Agreement constitutes the entire understanding of the parties. Its terms can be modified only in writing signed by both parties.