



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-14274, Amendment No.: 1

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

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Visual Net Design for website update and web hosting services, adding \$150,000 for a revised total agreement amount not to exceed \$183,988, with no changes to the existing agreement term May 1, 2018 through April 30, 2021.
- b. Authorized the Deputy Purchasing Agent 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 per each amendment.

PASSED AND ADOPTED on this 2nd day April of 2019, by the following vote, to wit:

AYES: Supervisors Phillips, Lopez, Parker and Adams

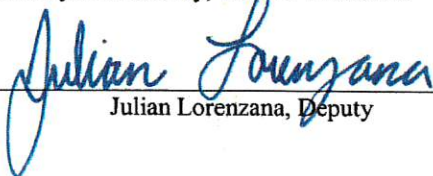
NOES: None

ABSENT: Supervisor Alejo

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 2, 2019.

Dated: April 3, 2019
File ID: A 19-045

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES**

This Amendment No.1 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 currently wish to amend the SLA via Amendment No 1 to add Website Support Services attached hereto as "Exhibit B – Scope of Services/Payment Provisions for VND Website Support Services" for an increase of \$150,000 for a revised total SLA amount of \$183,988 with no changes to the SLA term May 1, 2018 through April 30, 2021.

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 and in Amendment No. 1 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 and Exhibit B, 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 \$183,988."
2. 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
Exhibit B: Scope of Services/Payment provisions for Website Support Services
3. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the SLA and in Amendment No. 1.
4. A copy of this Amendment No. 1 shall be attached to the Original SLA.
5. This Amendment No. 1 shall be effective when signed by both Parties.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 4/4/19

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 2/12/19

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 2/15/19

CONTRACTOR

Visual Net Design

CONTRACTOR's Business Name

See instructions below

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

Manuel Oblitas co-founder
Name and Title

Date: 1/24/19

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

Javier Oblitas Co Founder
Name and Title

Date: 1/24/19

*****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).

EXHIBIT B – Scope of Services/Payment Provisions for VND Website Support Services

VNDHost agrees to provide to Customer support services for the Natividad website which is currently hosted by VNDHost. Website support for the domains Natividad.com and the Natividad Intranet shall include but is not limited to the following:

1. Telephone and E-mail Support:

- VND provides telephone and e-mail support for Customer with a Monthly Support Subscription; 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 VND's 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. 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.
- VND shall exercise all commercially reasonable efforts to meet the following response times:
 - For website content development: No more than 1 hour initial response time during office hours M-F 8am-5pm after 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 postings of documents sent to VNDHost by Customer and posting of links to such documents on the website, and for updates and changes to existing web pages at www.Natividad.com: all such postings and changes shall occur within 4 hours of when the request was initially submitted by Customer between M-F 8am-5pm. Posting and change requests made after 2 pm shall be completed by the following morning M-F no later than 9am.
 - All Customer requests shall be emailed to support@vndx.com

3. Pricing:

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:

- () **\$95 per billable hour of services reserved for a minimum of 48 hours per month.* - \$4,560.00 per month minimum**
- () **\$100 per billable hour of services reserved for a minimum of 32 hours per month.* - \$3,200.00 per month minimum**
- (X) **\$110 per billable hour of services reserved for a minimum of 16 hours per month - \$1,760.00 per month minimum**

- **Anything over the 16 hours per month shall be charged at \$120 per hour**

VNDHost shall submit to 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, the VNDHost may submit such invoice 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, 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.