RESOLUTION - ACTION REQUESTED 2019-672

MEETING: November 26, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Approve Agreement with Solutionz Conferencing, Inc for Information and Technical Services

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with Solutionz Conferencing, Inc to provide services that meet requirements of United States Department of Agriculture Rural Utilities Services (RUS) for funding of Distance Learning and Telemedicine Grant Program in an amount not to exceed $290,647; and authorize the Board of Supervisors Chair to sign the agreement.

The Distance Learning and Telemedicine program helps rural communities in acquiring distance learning and telemedical technologies so that county government professionals who service rural residents can link to peers in other communities and leverage respective expertise. This program provides valuable tools in improving the quality of life for thousands of residents in rural communities across the United States.

Through a Request for Proposal process, Solutionz proved to be the best suited contractor and has been awarded the opportunity to partner with County of Mariposa Health and Human Services Agency (HHSA) in fulfilling the requirements of the Distance Learning and Telemedicine program. Among numerous functions, Solutionz will provide and install video conference technology equipment, implement information solutions at designated work sites, and deliver required training and consultation on staff and client usage of video conferencing service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved funding for the Distance Learning and Telemedicine Grant Program on January 22, 2019 through Resolution No. 2019-42.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
County of Mariposa will be deemed non compliant in meeting the terms of the program, ultimately resulting in HHSA clients not receiving vital services.

FINANCIAL IMPACT:
Resolution - Action Requested 2019-672

Funding provided through United States Department of Agriculture Rural Utilities Services (RUS) grant totaling $252,647 and $38,000 match from Health and Human Services Agency. There is no impact to the County General Fund.

ATTACHMENTS:
Solutionz Agreement -Wcsignature  (PDF)
RUS - Distance Learning Telemedicine 3 Yr. Grant 2018-2021 Wsignatures (PDF)

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Marshall Long, District III Supervisor
SECONDER:  Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR INFORMATION AND TECHNICAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___th___ day of ___November___, 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Solutionz Conferencing, Inc., ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on November 1, 2019 and terminate on December 31, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform information and technical services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $290,646.75. The Contractor’s rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability
to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of
Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Solutionz Conferencing, Inc.
901 Bringham Avenue
Los Angeles, CA 90049

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.
12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 30 calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.
17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND Assigns

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to
such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
Exhibit A
STATEMENT OF WORK

Project Overview

Mariposa County Health and Human Services Agency (HHSA) has asked Solutionz to provide cart based video conference and telemedicine care base solutions for their offices in Mariposa County, California. Solutionz is to help with finalizing and executing the preliminary plan which is subject to changes. The technology will consist of (up to) four (4) Video Teleconference Cart system and three (3) Remote Medical Diagnostic carts system and three (3) installed classrooms systems with video teleconference capabilities.

Video Teleconference Cart Systems

Four (4) video teleconference cart systems will be provided. Each system will consist of an Avteq cart system with dual 55 inch displays, a Polycom RealPresence Group 500 series video codec, EagleEye 12x camera, a Polycom tabletop microphone and Polycom’s RealPresence Touch Panel.

Remote Medical Diagnostic Cart Systems

Three (3) remote medical diagnostic cart system will be provided. Each system will consist of a Polycon Utility Cart system with dual 22 inch displays, a Polycon RealPresence Group 500 series video codec, Eagle Eye 12 x camera, a Polycom tabletop microphone. Medical diagnostic equipment will include an AMD Medical PC running AMD’s AGNES software. Diagnostic equipment will include and AMD Multipurpose Scope System including a Dermascope, Otoscope and Digital Stethoscope.

General

In order to provide a seamless conferencing experience, a subscription to Bluejeans network has been included. This subscription will support up to 25 users for a term of 3 years.

This proposal includes installation of Solutionz Conferencing, Inc. specified equipment and Owner Furnished Equipment (OFE). Solutionz Conferencing, Inc. will provide guidance of the selection and placement of identified equipment, procurement of equipment, post-sale engineering support, project management, installation, testing, and orientation and training of the system once installed.

Solutionz Conferencing, Inc. assumes all required items under Owner Responsibilities will be completed by the owner, or owner supplied contractor, and in the specified time frame. Any delay, or changes, could increase the time frame to complete the project, and increase the installation cost.
The below Scope of Work assumes all work to be performed by Solutionz Technician. Any additional need for outside technicians, to include but not limited to union labor or other 3rd party licensed contractors, could increase the installation cost. Solutionz Conferencing, Inc.’s normal working hours are from 8am to 5pm, local time. Solutionz Conferencing, Inc. expects to start basic installs with in two (2) to five (5) weeks and integrations with in six (6) to eight (8) weeks from the order being completely processed by Solutionz Conferencing, Inc. Any changes to these time frames will need to be approved prior to the start of the project and could increase the installation cost.

**Scope of Work**

**Video Teleconference Cart Systems – Qty 4**

**Video Conferencing System:**

Solutionz Conferencing, Inc. will install:

- (1) Avteq Dual Display Cart System with 55 inch displays
- (1) Polycom Group Series 500 Codec
  - Enterprise-grade video, voice and collaboration experience
  - Content up to 1080p resolution at 60 frames per second
  - Certified on Office 365 and Skype for Business
  - Connected to customers network for external calls
- (1) Polycom EagleEye IV HD Camera
- (1) Polycom Table Top Array Microphone
- (1) Polycom RealPresence Touch (RPT)
  - GUI for control of Polycom Group Series 500 Codec
  - Connected to customers network for control
- (1) Polycom Pano Wireless Prestation Gateway *(Mariposa County HHSA Center Only)*
- (1) Polycom SoundStruction C8 Audio Processor *(Mariposa County HHSA Center Only)*
- (1) Shure Handheld/Lavalier Wireless Microphone System *(Mariposa County HHSA Center Only)*

**Remote Medical Diagnostic Cart Systems – Qty 3**

**Video Conferencing System:**

Solution Conferencing, Inc. will install:
• (1) Poly Dual Display Utility Cart Systems with 22 inch displays
• (1) Poly Group Series 500 Codec
  - Enterprise-grade video, voice, and collaboration experience
  - Content up to 1080p resolution at 60 frames per second
  - Certified on Office 365 and Skype for Business
  - Connected to customers network for external calls
• (1) Polycom EagleEye IV HD Camera
• (1) Polycom Table Top Array Microphone
• (1) AMD Medicinal Diagnostic System
  - AMD Medical Computer running AMD’s AGNES software
  - Examination Scope System, including:
    ▪ Dermoscope
    ▪ Otoscope
    ▪ Digital Stethoscope

**Cable Pull List:**

Reference AV Drawings Package for cable pulls

**Owner Responsibilities**

The Owner will be responsible for providing:

• **Construction:** (Due prior to Solutionz technician’s arrival)
  - Installation of any blocking and/or support structure for installing large displays or other heavy wall mounted components.
  - Installation of any structure attached to the deck above finished ceiling, including but not limited to channel, threaded rod, and other hardware as required to support projectors, lifts, projection screens, and ceiling speakers.
  - Any millwork modifications for credenza and/or table to install components or cabling.

• **Electrical & Wiring:** (Due prior to Solutionz technician’s arrival)
  - Active network and power connections for the AV/VTC system to each requested location.
    ▪ Reference AV Drawing Package for specific amounts and locations.
  - A qualified electrician to handle high voltage connections and disconnections needed during de-installation or installation of high voltage components, including but not limited to display, projector, projector lift, projection screen, table components, and equipment rack.
  - A clear and unobstructed cable pathway for each cable pull, such as conduit, stub-ups, and/or cable raceways, as specified under the cable pull list.
    ▪ Reference AV Drawing Package for cable pulls.
• IT: (Due prior to Solutionz technician’s arrival)
  - IP addresses for equipment
    ▪ IP addresses referenced in IP Address Sheet
• Install:
  - Owner will provide adequate access to the install location during working hours.
  - Owner will provide a PoC (Point of Contact) to be available and able to answer any questions that the Solutionz technician has during the installation.
  - Access to the public internet for the download of firmware or control system program and/or drivers if required.
  - Owner will provide a capable assistant to assist the Solutionz technician with mounting any displays or other heavy objects.
  - Solutionz technicians are to have access to refuse disposal area.
  - Owner will provide a network admin to work with the Solutionz technician on any network issues that may arise, i.e., Codec NAT, VoIP card registration, etc.
    Note: Solutionz cannot make changes to the owners’ network infrastructure.
  - End users will be on-site and available and orientation, to be performed at the end of the install.
  - An owner’s representative will be on-site and available to sign-off on system acceptance upon the completion of orientation/demonstration.
• Post-Installation:
  ▪ Repair any ceiling support structure that is required to be modified by Solutionz to install any in-ceiling component such as loudspeakers, projector and display mounts, and projection screens.

Solutionz Conferencing, Inc. will assist in determining requirements, exact locations, and solutions for all above customer responsibilities. Solutionz Conferencing, Inc. bears no responsibility for, nor assumes any liability for physical damages to millwork, furniture, walls, or ceiling.

**Solutionz Conferencing, Inc. Responsibilities**

Solutionz Conferencing, Inc. will provide:

• Equipment identified in the Bill of Materials with exception of the Owner Furnished Equipment
• Post-sale engineering support
• Project management
• Installation in accordance with Statement of Work
• Testing, orientation and training on the system once installed
Exhibit B
COST PROPOSAL

The contract is not to exceed $290,646.75.

Contractor will submit detailed invoices subject to approval for services and equipment rendered to Mariposa County Health and Human Services Agency.

Equipment

Up to four (4) video teleconference cart systems will be provided.
Up to three (3) Remote Medical Diagnostic Cart Systems will be provided.
Up to three (3) classroom systems with video teleconference capabilities.

Training and Implementation Support

Also provide post-sale engineering support, project management, installation, testing and orientation, of the system once installed including training and system support.

Budget

Overall Distance Learning Project Budget (maximum) $290,646.75