RESOLUTION - ACTION REQUESTED 2017-233

MEETING: April 25, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Rural Health Telecom Contract

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with TeleQuality Communications, Inc. for the provision of discounted T1 computer connection for the Coulterville office; and authorize the Board of Supervisors Chair to sign the agreement.

This 3mps T1 connection will allow the Department to use computer technology at a much greater capacity than what is in place today. Previously the Department used HughesNet to access the internet at a cost of $114.00 per month. This connection did not have the band width to allow staff to use the Anasazi or C-IV computer systems via the Internet at a functional level.

The Department had a T1 connection several years ago that was very costly and seldom used because the systems were still server based applications. With the introduction of Internet based systems it is anticipated that staff and clients in the Coulterville area will be able to access services without added transportation costs and at a greater convenience.

The grant funds will provide a subsidy to TeleQuality Communications such that the Department's monthly costs for three years will be a maximum of $816.80, a reduction of $18.20 from the prior agreement. The actual costs after the grant subsidy average approximately $250 per month in the FY16/17 year to date. We anticipate a continued increase in staff productivity and convenience to our north county clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Department has an existing agreement with TeleQuality Communications, approved by Board of Supervisors through Resolution No. 2014-58 on February 11, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, use of the Anasazi mental health computer system and C-IV eligibility system will not be possible, thus keeping services in the
Coulterville area at a minimal level.

**FINANCIAL IMPACT:**
This item was anticipated and budgeted in the Human Services Behavioral Health 16/17 and 17/18 001-0402 budgets.

**ATTACHMENTS:**
TeleQuality Agreement - Wcsignatures (PDF)

**CAO RECOMMENDATION**
Requested Action Recommended

---

**Dallin Kimble**
Dallin Kimble, Interim CAO 4/18/2017

---

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]
**MOVER:** Merlin Jones, District II Supervisor
**SECONDER:** Kevin Cann, District IV Supervisor
**AYES:** Smallcombe, Jones, Long, Cann, Menetrey
TeleQuality Private Line Contract

Customer: County of Mariposa
Description ID: Coulterville 3Mb (T1x2) Point to Point

MAILING CONTACT
Mariposa County Human Services
PO Box 99
Mariposa, CA 95338
Billing Number: MAR.CA.0003

BILLING CONTACT
Lori Norman
209-742-0851
lnorman@mariposahsc.org
Contract Number: MAR.CA.022417.0008
Term: 36 months
Term shall begin upon circuit completion date.

RATES & FEES
Total Monthly Rate: $2,632.80
Loop: $2,632.80
Port: $100.00 (Waived)
Managed Services: Not Included
Total Installation Charge: $2,800.00 (waived)

CIRCUIT LOCATION A 209-966
Site Name: Mental Health Services for Mariposa County
Site Phone #: 209-966-2000
Address 1: 5362 Lemee Lane
Address 2: Suite A
City, State, Zip: Mariposa, CA 95338
DMARC: room F-5
Access person: Anthony Rios

SERVICE LOCATION INFORMATION
Site Name: Coulterville
Site Phone #: 209-878-0822
Address 1: 5026 Broadway
Address 2: City, State, Zip: Coulterville, CA 95311
DMARC: telco room
Access person: Ivey Wier

TECHNICAL PROVISIONING
Main Customer Contact: Anthony Rios, 209-742-0920, arios@mariposahsc.org

SIGNATURES

County of Mariposa:
Name: Marshall Long Title: Board Chair
Date of Signature: 4/25/2017

TeleQuality:
Name: Tim Koxlien Title: CEO
Date of Signature: 3-22-17

By signing this order form, customer agrees to all charges including monthly recurring and non-recurring charges listed in the Rates and Fees section and the service term listed in the billing section. Should customer cancel the services prior to the expiration of the service term, customer agrees to pay an early termination penalty of the number of months remaining in the term times the monthly recurring charges and additionally rebate any waived non-recurring charges for installation fees, payable on the invoice following the cancellation notice to TeleQuality.

Please Fax signed contract to: 210-408-1700
Also send two originals to:
TeleQuality Communications, Inc
21202 Gathering Oak
San Antonio, TX 78260

APPROVED AS TO FORM:

STEVEN W. DAHLER
COUNTY COUNSEL

Version: DIA.09.2011
**TeleQuality HealthNet with Internet**

**HCP: 14001**  
**Funding Year: 2017**  
**ACSD: 2/16/2017**

**Customer:** County of Mariposa  
**Description ID:** Mariposa 6Mb (T1x4)

### MAILING CONTACT
Mariposa County Human Services  
PO Box 99  
Mariposa, CA 95338

**Billing Number:** MAR.CA.0004

### BILLING CONTACT
Lori Norman  
209-742-0851  
Inorman@mariposahsc.org

**Contract Number:** MAR.CA.022417.0009  
**Term:** 36 months  
**Term shall begin upon circuit completion date.**

### RATES & FEES

<table>
<thead>
<tr>
<th>Circuit Price Information</th>
<th>Tax Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Monthly Rate:</strong> $2,369.00</td>
<td><strong>Tax Exempt:</strong> N</td>
</tr>
<tr>
<td>Loop: $2,369.00</td>
<td>TeleQuality has Received Exempt forms: N</td>
</tr>
<tr>
<td>Port: $300.00 (Waived)</td>
<td>Taxes, Surcharges and Fees may apply.</td>
</tr>
<tr>
<td>Managed Services: Not Included</td>
<td></td>
</tr>
<tr>
<td><strong>Total Installation Charge:</strong> $2,800.00 (waived)</td>
<td></td>
</tr>
</tbody>
</table>

### SERVICE LOCATION INFORMATION

**Circuit Location A**  
**209-966**

| Site Name: Mental Health Services for Mariposa  
| County |
| Site Phone #: 209-966-2000  
| Address 1: 5362 Lernee Lane  
| Address 2: Suite A  
| City, State, Zip: Mariposa, CA 95338  
| DMARC: room F-5  
| Access person: Anthony Rios |

**IP INFORMATION**

| Speed: 6Mb (T1x4)  
| Delivery: static  
| Number of IP Addresses: /30  
| Router: Customer Provided  
| Firewall: Customer Provided |

### TECHNICAL PROVISIONING

| Main Customer Contact: Anthony Rios, 209-742-0920, arios@mariposahsc.org |

### SIGNATURES

**County of Mariposa**

| **Marshall Long**  
| **Title:** Board Chair  
| **Date of Signature:** 4/25/17 |

**TeleQuality:**

| **Tim Koxlien**  
| **Title:** CEO  
| **Date of Signature:** 3/22/17 |

By signing this order form, customer agrees to all charges including monthly recurring and non-recurring charges listed in the Rates and Fees section and the service term listed in the billing section. Should customer cancel the services prior to the expiration of the service term, customer agrees to pay an early termination penalty of the number of months remaining in the term times the monthly recurring charges and additionally rebate any waived non-recurring charges for installation fees, payable on the invoice following the cancellation notice to TeleQuality.

**Please Fax signed contract to:** 210-408-1700

**Also send two originals to:**

TeleQuality Communications, Inc  
21202 Gathering Oak  
San Antonio, TX 78260

**APPROVED AS TO FORM:**

STEVENV. DAHLEM  
COUNTY COUNSEL

Version: DIA.09.2011
Copay Addendum

This Copay Addendum ("Addendum") is entered into effective as of the later date set forth in the signature blocks below (the "Effective Date") by and between TeleQuality Communications, Inc. ("Seller"), on behalf of itself and its applicable Affiliates, and County of Mariposa ("Buyer"). This Addendum modifies the underlying contracts covering each account number listed below.

BY SIGNING BELOW, BUYER ACKNOWLEDGES AND REPRESENTS THAT PRIOR TO ITS EXECUTION IT HAS FULLY READ AND UNDERSTANDS THIS ADDENDUM, AND FURTHER ACKNOWLEDGES THE FOLLOWING:

(a) Buyer is responsible for completing and filing all applications requesting funding support from the Universal Service Fund ("USF").

(b) Buyer is responsible for paying the full, unfunded amount of all contracted services regardless of the nature of any funding request decisions made by the Universal Service Administrative Company ("USAC"), for whatever reason, including but not limited to:

1. Granting Buyer partial or pro-rated funding in any funding year.

2. Granting Buyer no funding in any funding year.

1. SCOPE OF ADDENDUM. Seller will extend to Buyer special payment terms in the form of a copayment amount for each active billing account number ("Copay"). Seller agrees to:

(a) Calculate Copay based upon the estimated urban rate used, plus applicable taxes and fees. Copay is subject to change if the actual urban rate allowed by USAC is higher than the estimated urban rate. Each calculated Copay is set forth in Section 3 below.

(b) Notify Buyer of all required funding paperwork deadlines in sufficient time for Buyer to complete and file said paperwork in a timeframe that maximizes the likelihood of Buyer receiving the greatest amount of funding in each funding year.

(c) Reconcile any remaining balance or credit on Buyer’s accounts after receipt of all applicable funding from USAC for that funding year.

Buyer agrees to:

(a) Pay each month, for the entire contract term, the lesser of (i) the Copay, or (ii) the invoice balance amount. The amount due will be indicated on the monthly invoice provided to Buyer as set forth in the governing Network Services Agreement ("NSA").

(b) Respond to Seller in a timely manner, when required, to assist Seller in meeting its obligations set forth in this Addendum.
(c) Complete and file all required funding paperwork in a timeframe that maximizes the likelihood of Buyer receiving the greatest amount of funding in each funding year.

2. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Addendum:

   (a) Failure to pay any undisputed amount when due, if such failure continues for a period of fifteen (15) days after invoice due date.

   (b) Failure to complete and file any required funding paperwork in a timeframe that maximizes the likelihood of Buyer receiving the greatest amount of funding in each funding year.

Upon the occurrence of any material default, Seller shall have the right to immediately deem this Addendum null and void, at which time Buyer’s accounts will revert to the standard payment terms set forth in the governing NSA.

3. **COPAY.** Seller has calculated each Copay for Buyer accounts as set forth below.

   (a) Current billing accounts, which will be removed after (i) new billing accounts are established by Seller, and (ii) Buyer issues a disconnect request.

<table>
<thead>
<tr>
<th>Billing Account Number</th>
<th>Monthly Recurring Charges Amount</th>
<th>Installation Charges Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAR.CA.0001</td>
<td>$320.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>MAR.CA.0002</td>
<td>$515.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$835.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

   (b) New billing accounts to be established by Seller.

<table>
<thead>
<tr>
<th>Billing Account Number</th>
<th>Monthly Recurring Charges Amount</th>
<th>Installation Charges Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAR.CA.0003</td>
<td>$500.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>MAR.CA.0004</td>
<td>$316.80</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$816.80</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

[ SIGNATURES BEGIN ON NEXT PAGE ]
Buyer:
County of Mariposa

By: Marshall Long
(Signature)

(Print Name)

Title: Chair
Date: 4/25/2017

Seller:
TELEQUALITY COMMUNICATIONS, INC.

By: Tim Koxlien
(Signature)

Chief Executive Officer
Date: 3-22-17

APPROVED AS TO FORM:

STEVEN W. DAHELM
COUNTY COUNSEL
TeleQuality Communications, Inc.

Network Services Agreement

This Confirmation of Service Order ("Order") between TeleQuality Communications Inc. (TQCI) and County of Mariposa confirms Customer's agreement to purchase Service ("Service") under a Contract according to rates, quantities, terms and conditions set forth herein and on attached order forms and documents.

RATES
Monthly Rates are based on rates in effect when Service is installed and accepted by Customer. The service period and billing shall begin on the date Service is installed and completed by TQCI. Customer agrees to pay the rates and charges set forth in the attachments and order(s) submitted under this Agreement.

GOVERNMENTAL CHARGES. TQCI may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, Property Tax Charges, Carrier Access Charges, Carrier Surcharges, Universal Service Funding, Administrative Fees and other Cost Recovery Fees. TQCI currently collects a surcharge to recover these fees and charges. This surcharge is subject to change without notice as TQCI's costs of these charges increase/decrease.

TERM EXPIRATION
At the expiration of the term, Customer may select a new term at the prevailing Service rates. Unless either the Customer gives written notice of termination of Service at least forty-five (45) days or TQCI gives written notice of termination of service thirty (30) days prior to the termination of the contract such notice indicating that the respective party desires not to renew the term, Service will automatically convert to month-to-month rates.

MOVE
Every attempt will be made to move one Channel Termination of a circuit to another location keeping the contract in force with no penalties or lapse in service occurring. Moves to a different Serving Wire Center or LATA may result in a change in the Monthly Rates. Non-recurring Charges in effect for month-to-month service offering will apply to the move. If Customer moves both Channel Terminations concurrently, Customer will be liable for an early termination charge.

EARLY TERMINATION
If Customer terminates the Service in whole prior to the expiration of the contract, Customer will be liable for an early termination charge equal to the Monthly Rate multiplied by the number of months remaining in the contract and any waived non-recurring charges or installation fees. Customer can terminate contracts MAR.CA.022417.0009 and MAR.CA.022417.0008 without incurring any early termination penalties if that contract is upgraded.

ASSIGNMENT
Customer shall not assign or transfer any rights or obligations under this agreement without prior consent from TQCI. TQCI can transfer all rights and obligations under this agreement.

LIABILITY
The liability of TQCI and its affiliates for damages from Service interruptions or defects shall not exceed the pro rata amount of Monthly Rates for the time Service was affected.

PAYMENT. TQCI will provide all invoices for services purchased under this Agreement. Customer agrees to pay TQCI for all Services upon receipt of TQCI invoice mailed or made available via email to Customer's email address (as set forth on attached order form). Note that TeleQuality bills for services a month in advance. Payment must be made at the address designated on the invoice or other such place as TQCI may designate. Amounts not paid on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. If payment is not received within 60 days, TQCI has the option to terminate service and customer is responsible for all applicable termination charges. Customer must give TQCI
written notice of a dispute with respect to TQCI charges or application of Taxes within six (6) months of the date of an invoice, or such invoice shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney’s fees, reasonably incurred by TQCI in collecting, or attempting to collect, any charges owed hereunder.

CANCELLATION
In the event the Service requested by the Subscriber is cancelled prior to establishment of Service, but after the date ordered, the subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed plus a $500.00 cancellation charge.

CHANGES TO ORDER
The Subscriber agrees to pay costs incurred by the Company due to Subscriber initiated changes on the order of the requested Service prior to the time the Service is installed.

MAINTENANCE
TQCI will install, maintain, and provide maintenance of the service for duration of the contract. TQCI will issue credits for monthly rates due to service outages or defects upon customer request from the time of outage report until service restored when outage is due to circuit delivery, the amount shall not exceed the pro rata amount of Monthly Rates for the time Service was affected.

SERVICE INSTALLATION
In the event where service is unavailable, the contract will become null and void and no charges will be billed to the customer.

CUSTOMER:

By: 

(Authorized Signature)

Marshall Long
(Printed Name)

Chair
>Title

4/27/2017
(Date)

TeleQuality Communications, Inc.

By: 

(Authorized Signature)

Tim Koxlien
(Typed or Printed Name)

CEO

3-22-17
(Date)

APPROVED AS TO FORM:

Steven W. Dahlem
COUNTY COUNSEL