



Relay Indiana FCC Certification Renewal Supplemental Information

Indiana Telephone Relay Access Corporation (InTRAC)

Virginia Barr
Executive Director, InTRAC-Relay Indiana
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ATTN:

Dana Wilson,
Federal Communications Commission
Consumer and Governmental Affairs Bureau
Disability Rights Office
445 12th Street, SW
Washington, DC 20554

CG DOCKET NO. 03-123

Dear Ms. Wilson,

Pursuant to the Commission's request, Relay Indiana hereby provides Supplemental Information for the previously filed TRS recertification application with the enclosed information.

I hereby certify that Relay Indiana is in compliance to the rule sections noted in the Commission's follow up inquiry email.

If there are any questions regarding this filing, please contact me. Thank you for your assistance.

Respectfully submitted,

Virginia Barr
Executive Director
InTRAC-Relay Indiana

64.604(a)(v) Mandatory Minimum Standards

CAs answering and placing a TTY-based TRS or VRS call shall stay with the call for a minimum of ten minutes. CAs answering and placing an STS call shall stay with the call for a minimum of twenty minutes. The minimum time period shall begin to run when the CA reaches the called party.

Consistent with the new requirement of 64.604(a)(1)(v), Sprint CAs answering or placing a STS call stays with the call for a minimum of twenty minutes.

64.606(d) Method of Funding

Except as provided in §64.604, the Commission shall not refuse to certify a state program based solely on the method such state will implement for funding intrastate TRS, but funding mechanisms, if labeled, shall be labeled in a manner that promote national understanding of TRS and do not offend the public.

Communications promoting understanding of Relay Indiana, such as surcharge on local telephone bill, are labeled in a manner that is respectful and does not offend the public. As such, Relay Indiana, is in compliance with this requirement. See Attachment E2 (which was part of the original filing but narrative was omitted).

64.5105 – 64.5110 TRS Customer Proprietary Network Information

Because 64.606(b)(1)(i) requires that state TRS programs establish that they meet or exceed all operational, technical, and functional minimum standards contained in 64.604, and 64.604(d) incorporates by reference the CPNI rules, the states are required to establish that their programs comply with the CPNI rules.

The TRS program of Relay Indiana is administered by InTRAC a non-profit entity representing all certified telecommunication providers within the state. InTRAC is compliant with the Customer Proprietary Network Information requirements. See Attachment A.

ATTACHMENT A

InTRAC's RELAY INDIANA TRS PROGRAM STATEMENT OF CPNI COMPLIANCE

Rule Section **64.606(b)(1)(i)** requires that state TRS programs establish that they meet or exceed all operational, technical, and functional minimum standards contained in 64.604, and 64.604(d) incorporates by reference the CPNI rules, the states are required to establish that their programs comply with the CPNI rules.

InTRAC-Relay Indiana is in compliance with the Federal Communications Commission's (FCC) Customer Proprietary Network Information (CPNI) minimum standards as a TRS Program. (*Calendar years 2013-2017*).

InTRAC-Relay Indiana program complies in that the Telephone Relay Service (TRS) Contract with Sprint to provide TRS services requires that Sprint comply with all operational, technical, and functional minimum standards of the FCC rules and regulations, including CPNI requirements. They are not in violation and have certified this to the FCC. See Attachment B.

InTRAC, the administrator of the Relay Indiana program complies with the CPNI requirements in that any personal customer information received via the Equipment Distribution Program (EDP) is secured on a private standalone server and secured computers. Any documents sent to this office are stored in a locked and secure room and are shred from year to year. Any personal customer information received from users of the TRS, is not collected and not used in any marketing campaigns or provided to any third party organizations.

No breach of any CPNI of Relay Indiana was experienced during the certification period.

ATTACHMENT B

SPRINT'S STATEMENT OF CPNI COMPLIANCE

Sprint Corporation ("Sprint") complies with the Federal Communications Commission's ("FCC") Customer Proprietary Network Information ("CPNI") minimum standards with respect to Sprint's role as a contractor supporting Indiana's Telecommunications Relay Service ("TRS") program. However, per 47 C.F.R. §64.606(c)(1), it is Indiana's responsibility to certify Indiana's TRS program every 5 years. The following statement only explains the operating procedures established by Sprint to ensure its compliance with the CPNI rules (see 47 C.F.R. §64.5101 *et seq.*) as a contractor supporting the State TRS program for the current 5-year certification period (calendar years 2013-2017); the statement does not address Indiana's compliance as the Indiana TRS program administrator or the activities of any other contractors that Indiana may use to support the Indiana TRS program. Per the FCC, Indiana has an obligation to provide a CPNI statement to the FCC in accordance with FCC 47 C.F.R. §64.604(d) and 64.606(c)(1).

Data Brokers

As the Indiana's contractor, Sprint did not detect any pretexting activities by data brokers during the certification period.

CPNI Complaints

As the Indiana's contractor, Sprint did not receive any complaints during the certification period concerning the unauthorized release of TRS CPNI.

Use, Disclosure and Access to CPNI

As the Indiana's contractor, Sprint did not use, disclose or permit access to TRS CPNI in 2017 without complying with procedures specified in 47 C.F.R. §64.5101 *et seq.* Sprint did not use, disclose, or permit access to TRS CPNI for marketing purposes or for any other reason not authorized in 47 U.S.C. §64.5105(c).

Safeguards

As the Indiana's contractor, Sprint takes reasonable measures to discover and protect against attempts to gain unauthorized access to TRS CPNI. Consistent with Sprint's commitment to preserving customer privacy, as the Indiana's contractor, Sprint has a variety of training programs for its employees and subcontractors. The training explains how Sprint employees and subcontractors must access, use, store, disclose and secure CPNI to ensure compliance with the FCC's rules and Company policies. During the certification period, all Sprint employees and all subcontractors who had access to TRS CPNI took CPNI training.

As the Indiana's contractor, Sprint also maintains a disciplinary process as part of Sprint's procedures that addresses CPNI compliance. Sprint security personnel investigate instances of potential improper access or disclosure of CPNI by employees. If the investigation indicates a violation has occurred, disciplinary action is taken, up to and including termination.

Before disclosing CPNI to subcontractors, Sprint enters into agreements with strict privacy and confidentiality provisions that require the subcontractor to maintain confidentiality, protect the information, and comply with the law. Sprint's Office of Privacy continually reviews contract terms and conditions to ensure that those provisions adequately safeguard customer information. In negotiating and renewing its contracts, Sprint requires subcontractors with which it shares CPNI to safeguard this information in a manner that is consistent with the FCC's rules and retains the right to terminate the contract in the event of a breach.

Authentication

Sprint does not currently offer users of the Indiana TRS service telephonic, online, or in-store access to TRS CPNI. Therefore, the authentication requirements in 47 C.F.R. §64.5110 are not applicable at this time with respect to Sprint's role as Indiana's contractor.

Notification of Account Changes

Sprint provides notice to Indiana's TRS users in accordance with the FCC's requirements when a triggering event occurs that falls within scope of Sprint's responsibilities.

Notification of CPNI Breaches

In accordance with the FCC's rules, Sprint provides notice to law enforcement in the event that a breach of customer information includes CPNI. Sprint also provides notice to impacted customers after completing the process of notifying law enforcement. Such notification provides customers with enough information to understand the nature of the breach, the scope of impacted information and recommendations on how the customer should respond. If the impacted customer alerts Sprint of a potential breach, Sprint investigates the customer's allegations and communicates as necessary with the customer and/or law enforcement. Sprint did not have any breaches of Indiana TRS CPNI during the certification period.



E2

Invoice Number Account Number Date Due Page

-00001 09/15/17 4 of 11

Summary for [REDACTED] 317-[REDACTED]

Your Plan

The Verizon Plan X Large 12GB
(see pg 3)

Monthly Charges

Smartphone Line Access	08/21 – 09/20	20.00
		\$20.00

Equipment Charges

Device Payment Agreement 1302595263 – Payment 17 of 24	28.00
Paid 448.00	
Past Due .00	
Balance (after this month's current payment) 196.00	
	\$28.00

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
Shared	minutes	unlimited	83	--	--
Mobile to Mobile	minutes	unlimited	175	--	--
Night/Weekend	minutes	unlimited	87	--	--
Total Voice					\$0.00

Messaging

		Allowance	Used	Billable	Cost
Text, Picture & Video	messages	unlimited	1632	--	--
Total Messaging					\$0.00

Data

		Allowance	Used	Billable	Cost
Gigabyte Usage	gigabytes	12.000 (shared)	1.200	--	--
Data Promo (03/31/16)	gigabytes	2.000 (shared)	.402	--	--
Total Data					\$0.00

Total Usage and Purchase Charges \$0.00

Surcharges+

Fed Universal Service Charge	.45
Regulatory Charge	.21
Administrative Charge	1.23
IN Utility Receipts Surcharge	.24
IN Telecom Relay Surcharge	.03
IN Universal Service Fee	.10
IN State PUC Fee	.02
	\$2.28

Taxes, Governmental Surcharges and Fees+

IN State 911 Fee	1.00
IN State Sales Tax–Telec	1.25
	\$2.25

Total Current Charges for 317-[REDACTED] \$52.53

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.