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May 25, 2011

Marlene H. Dortch, Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Amendment to Waiver Request
CG Docket Nos. 10-51, 03-123

Dear Ms. Dortch:

On May 18, 2011, Convo Communications, LLC (“Convo”) filed a request for temporary waiver (“Waiver Request”)³⁴ of certain new video relay service (“VRS”) regulations adopted by the Commission in its April 6, 2011, Report and Order and Further Notice of Proposed Rulemaking in CG Docket No. 10-51, Structure and Practices of the Video Relay Services Program (“*VRS Order*”).³⁵

It has come to Convo’s attention that the discussion in the Waiver Request of Convo’s compliance with call center redundancy requirements was inaccurate. This amendment corrects such inaccuracy and addresses certain ancillary issues related to the correction.

³⁴ Convo Communications, LLC Waiver Request, *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CG Docket No. 03-123, *Structure and Practices of the Video Relay Service Program*, CG Docket No. 10-51 (2011), filed on May 18, 2011. Convo filed a redacted copy of the Waiver Request for public inspection and an unredacted copy of the Waiver Request under a request for confidential treatment.

³⁵ *Structure and Practices of the Video Relay Service Program*, Report and Order and Further Notice of Proposed Rulemaking, CG Docket No. 10-51, FCC 11-54 (2011) (“*VRS Order*” or “*FNPRM*”).



Specifically, this amendment corrects Sections III(A)(8) and III(B)(5) of the Waiver Request to reflect Convo's current use of a subcontractor, URrelay, Inc. ("URrelay") for overnight and overflow communications assistant ("CA") services. The Waiver Request inaccurately states that Convo operates two of three owned and operated call centers at all times. In light of Convo's current arrangement with URrelay, Convo also hereby amends Section II(A)(3) of its Waiver Request to request an additional waiver of up to three months of the *VRS Order*'s new prohibition against the subcontracting of CA functions to non-certified providers. This limited temporary waiver will provide Convo time to expand its owned and operated call centers to handle overnight CA services so that Convo no longer will have to rely on a non-certified VRS provider for CA services.

These amendments are reflected in the replacement text set forth in the attachment hereto.

Convo respectfully requests that the Commission amend its Waiver Request as set forth herein. Should you need additional information with regard to this request, please contact the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Horwitz", with a horizontal line extending to the right.

Robin Horwitz
Chief Executive Officer
Convo Communications, LLC

Attachment

ATTACHMENT: AMENDMENT TEXT

Please delete Section II(A)(3) of the Waiver Request in its entirety and replace it with the following:

“3. Convo Requests Waiver of Certain New VRS Rules Until the Earlier of Three Months or Such Time as Convo Can Come Into Compliance With Such New Rules Using Diligent Efforts

Consistent with the waiver criteria set forth in the *VRS Order*, Convo requests certain additional waivers of up to three months of new VRS requirements established by the order.³⁷ Specifically, Convo requests the following short-term waivers, each of which is further discussed elsewhere in this Waiver Request:

- Waiver of the requirement that VRS providers only complete VRS calls placed by their customers from foreign locations during the time periods in which their customers pre-registered with the VRS provider that they would be in such foreign locations.³⁸
- Waiver of the prohibition against the subcontracting by certified providers to non-certified providers of certain core VRS functions to the extent that the

Commission determines that Convo’s ACD licensing agreement with URrelay

³⁷ In the *VRS Order*, the Commission stated that it would be amenable to providing temporary waivers of certain of the new VRS rules established by the *VRS Order* for up to three months beyond the *VRS Order*’s effective date. *VRS Order*, ¶ 63. Such temporary waivers are intended to provide an opportunity for non-certified providers seeking waiver of the Commission’s prohibition on subcontracting by certified providers to come into compliance with the new VRS rules. *Id.*, ¶ 62 (“We recognize that some companies currently offering VRS through an arrangement with an eligible provider . . . may require additional time to make adjustments to their operations in order to come into compliance with the new requirements . . .”). Most of the new VRS rules promulgated by the *VRS Order* will become effective 30 days after the *VRS Order*’s publication in the Federal Register. *Id.*, ¶ 116. The *VRS Order* was published in the Federal Register on May 2, 2011. Structure and Practices of the Video Relay Service Program, 76 Fed. Reg. 24393 (May 2, 2011). Therefore, most of the VRS rules become effective on June 1, 2011, and the three-month limited waivers will expire on September 1, 2011.

³⁸ See Section III(A)(4) herein; see also *VRS Order*, ¶¶ 31-33; 47 C.F.R. § 64.604(a)(7).

is not consistent with the technology licensing exception to the subcontracting prohibition set forth in the *VRS Order*.³⁹

- Waiver of the prohibition against the subcontracting of CA functions by certified providers to non-certified providers.^{39A} As set forth in Section III(A)(8), URrelay currently provides overnight and overflow CA services for Convo, but URrelay currently is not a certified provider. As a result, under the *VRS Order*, Convo is not permitted to subcontract CA services from URrelay unless and until it becomes a certified VRS provider.^{39B}

Convo requests the Commission to temporarily waive these requirements until the earlier of the date on which Convo comes into compliance with the requirements through the use of diligent efforts as outlined in Section III(A) of this Waiver Request or September 1, 2011, which is three months after the effective date of the *VRS Order*.^{40,}

³⁹ See *infra* Section III(A)(8) and note 70 herein.

^{39A} See *infra* Section III(A)(8); see also *VRS Order*, ¶ 58; 47 C.F.R. § 64.604(c)(5)(iii)(N)(1)(iii).

^{39B} *Id.*

⁴⁰ See *supra* note 37.

Please delete paragraph two of Section III(A)(8) of the Waiver Request in its entirety and replace it with the following:

*“URrelay, Inc. (“URrelay”).*⁶⁵ URrelay provides overflow CA services to Convo during periods in which VRS demand is unexpectedly high, preventing Convo’s CAs from answering calls as rapidly as required by Convo.⁶⁶ In addition, URrelay provides CA services to Convo overnight when Convo’s call centers currently are closed. Convo understands that URrelay, which is not a certified provider, is in discussions with a certified VRS provider and that URrelay anticipates that these discussions will result in the ownership and operation of URrelay’s call centers by a certified provider. If this occurs prior to September 1, 2011, Convo will be permitted to continue to utilize CAs from URrelay’s call centers to provide VRS to Convo’s customers overnight and on an overflow basis because the *VRS Order* permits VRS providers to subcontract CA services to certified VRS providers.⁶⁷ If it becomes apparent that URrelay’s call centers will not be operated by a certified provider by September 1, 2011, Convo will terminate its current arrangement with URrelay and expand its call center operations as necessary to be able to provide overflow and overnight CA services without materially impacting Convo’s current exemplary answer speed. In the interim, between now and September 1,

⁶⁵ URrelay is based in Cedar Rapids, IA. See <http://www.urrelay.com/>.

⁶⁶ Convo also pays URrelay fixed fees to provide certain system maintenance and equipment installation services; leases access to a switch owned by URrelay; and acquires ten digit telephone numbers from URrelay. None of these functions appear to be prohibited under the *VRS Order* and they are all services that most companies outsource to third-party vendors. Accordingly, Convo intends to continue to utilize URrelay or another third-party vendor to perform these services for Convo.

⁶⁷ See *VRS Order*, ¶ 58.

2011, Convo requests a temporary waiver of the Commissions prohibition on subcontracting CA services to non-certified providers.⁶⁸”

⁶⁸ See *infra* Section III(A)(8); see also *VRS Order*, ¶ 58; 47 C.F.R. § 64.604(c)(5)(iii)(N)(1)(iii).

Please delete Section III(B)(5) of the Waiver Request in its entirety and replace it with the following:

“5. TRS Facilities and Redundancy

The Commission’s rules require that “TRS shall operate every day, 24 hours a day”¹⁰³ and “TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.”¹⁰⁴ Since its inception, Convo has provided VRS services to deaf and hard of hearing customers 24 hours per day and seven days per week. Further, Convo employs redundancy features necessary to minimize the potential for service interruptions. Specifically, Convo operates three geographically dispersed call centers, each of which is a limited-access secure facility. In addition, Convo currently contracts with URrelay for overnight and overflow CA services to ensure that at least two call centers are operating at all times. This enables the rerouting of VRS calls from a call center experiencing a disruption to another, operational call center. In addition, each in-house and contracted call center has an uninterruptible power supply capable of furnishing emergency backup power to maintain Convo’s servers and other infrastructure for up to 24 hours after a power failure. Further, the ACD system currently licensed by Convo is remotely hosted to prevent a call center disruption from impacting the operation of the ACD, and network links between the remote ACD system and Convo’s in-house and contracted call centers are actively monitored and alarmed, such that support teams are automatically alerted to any disruptions. Moreover, the ACD system incorporates certain redundancy and resiliency features to minimize the potential for an ACD failure. For example, the data

¹⁰³ See 47 C.F.R. § 64.604(b)(4)(i).

¹⁰⁴ See 47 C.F.R. § 64.604(b)(4)(ii).

center in which the ACD system is hosted is housed in a secure, access-controlled facility that is staffed at all times, contains a fire suppression system, and has redundant electrical power (provided through a combination of an uninterruptible power system and backup generator) and redundant and diverse network connectivity accomplished through microwave links.”