Information Technology Services Contract

between

The Virginia Information Technologies Agency

on behalf of

The Virginia Dept. for the Deaf and Hard of Hearing

and

Hamilton Telephone Company
d/b/a Hamilton Telecommunications

INFORMATION TECHNOLOGY SERVICES CONTRACT
TABLE OF CONTENTS

1. PURPOSE AND SCOPE 4
2. DEFINITIONS 4
   A. Acceptance 4
   B. Agent 4
   C. Confidential Information 4
   D. Deliverable 4
   E. Party 4
   F. Requirements 4
   G. Service 4
   H. Supplier 4
   I. Users 5
3. TERM AND TERMINATION 5
   A. Contract Term 5
   B. Termination for Convenience 5
   C. Termination for Breach or Default 5
   D. Termination for Non-Appropriation of Funds 5
   E. Effect of Termination 5
   F. Transition of Services 6
   G. Contract Kick-Off Meeting 6
   H. Contract Closeout 6
4. SERVICES 6
   A. Nature of Services and Engagement 6
   B. Return of Materials 6
5. SUPPLIER PERSONNEL 6
   A. Selection and Management of Supplier Personnel 6
   B. Supplier Personnel Supervision 7
   C. Subcontractors 7
6. GENERAL WARRANTY 7
   A. Ownership 7
   B. Supplier's Viability 7
   C. Supplier's Past Experience 7
   D. Performance 7
   E. Malicious Code 7
   F. Limited Warranty Period and Remedy 8
7. ORDERS AND COMPENSATION 8
   A. Order 8
   B. Purchase Price and Price Protection 8
   C. Invoice Procedures 8
   D. Purchase Payment Terms 8
8. OPERATIONAL REPORTING 9
9. CONTRACT REPORTING 9
   A. Supplier's Report of Sales and Industrial Funding Adjustment 9
   B. Small Business Participation 9
10. REPORT DATA 10
11. TECHNOLOGY OWNERSHIP/PATENTS 10
12. OWNERSHIP OF OUTREACH MATERIALS/DESIGNS/PRODUCTS 10
13. MEETINGS 10
14. CONFIDENTIALITY 10
   A. Treatment and Protection 10
   B. Exclusions 11

C. Return or Destruction 11
D. Confidentiality Statement 11
15. INDEMNIFICATION AND LIABILITY 11
A. Indemnification 11
B. Liability 12
16. SECURITY COMPLIANCE 12
17. DISASTER RECOVERY PLAN 13
18. IMPORT/EXPORT 13
19. SECTION 508 COMPLIANCE 13
20. NON-VISUAL ACCESS 13
21. GENERAL PROVISIONS 14
A. Relationship Between VITA and VDDHH and Supplier 14
B. Incorporated Contractual Provisions 14
C. Compliance with the Federal Lobbying Act 15
D. Governing Law 15
E. Dispute Resolution 15
F. Advertising and Use of Proprietary Marks 15
G. Notices 15
H. No Waiver 15
I. Assignment 15
J. Captions 16
K. Severability 16
L. Survival 16
M. Force Majeure 16
N. Remedies 16
O. Right to Audit 16
P. Contract Administration 16
Q. Entire Contract 16

INFORMATION TECHNOLOGY SERVICES CONTRACT

THIS INFORMATION TECHNOLOGY SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia on behalf of the Virginia Department of Deaf and Hard of Hearing or its successor (VDDHH) and Hamilton Telephone Company d/b/a Hamilton Telecommunications ("Supplier"), a Nebraska corporation headquartered at 1001 12th Street, Aurora, Nebraska 68818, to be effective as of March 11, 2011 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract establishes the provisions and contractual terms and conditions in which the Virginia Information Technologies Agency (VITA) or its successor, hereinafter referred to as "VITA," on behalf of the Virginia Department for the Deaf and Hard of Hearing or its successor, "VDDHH," will purchase Standard Telecommunication Relay Services (TRS),and/or Captioned Telephone Service (CTS) from Supplier.

Relay-related equipment purchases are not included or provided pursuant to this Contract.

2. DEFINITIONS

A. Acceptance

Successful performance of the Services at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements as determined by the VDDHH.

B. Agent

Any third party independent agent of VITA or VDDHH.

C. Confidential Information

Any confidential or proprietary information of a Party or User that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any Party in connection with or as a result of discussions related to this Contract or in the provision of Services hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party or User, (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party or User, or (iv) subject to protection under the Requirements in Exhibit A.

D. Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or provided by Supplier

E. Party

Supplier, VITA, or VDDHH.

F. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables as set forth in Exhibit A and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

G. Service

Any work performed or service provided, including provision to VDDHH of any Deliverable, by Supplier under this Contract. Service includes the discovery, creation, or development of Work Product, if any.

H. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

I. Users

Citizens of the Commonwealth including VDDHH and VITA, as defined by §2.2-4301.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. By mutual written agreement, VITA and Supplier may extend this Contract for up to seven (7) additional one (1) year periods after the expiration of the initial three (3) year period. The Parties will enter into negotiations regarding extension of the contract approximately ninety (90) days prior to the expiration of the original term or any extension thereof. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of VDDHH.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, and VITA or VDDHH may terminate any order issued hereunder, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, and VITA or VDDHH may terminate any order or SOW issued hereunder, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or VITA or VDDHH may terminate any order or SOW issued hereunder, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or VITA or VDDHH may terminate any order or SOW issued hereunder for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither VITA, nor VDDHH shall have any future liability except for Deliverables accepted by VITA or VDDHH for Services rendered by Supplier and accepted by VITA or VDDHH prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by VITA and/or VDDHH, and Supplier shall refund any monies paid by VITA or VDDHH for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or VDDHH may reasonably require to transition Services to any other supplier with whom VITA or VDDHH contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or VDDHH; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, VDDHH, VITA and/or other project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA's Supply Chain Management Division within 30 days of receipt. This documentation will include the , Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SERVICES

A. Nature of Services and Engagement

This Contract is optional use and non-exclusive and, VITA or VDDHH may, at its sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier provided however that VITA or VDDHH will not enter into a contract with a third party for PSTN-based Captioned Telephone Services during the term of this Contract.

B. Return of Materials

Upon termination of this Contract, Supplier shall immediately return to VITA or VDDHH, as appropriate, all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or VDDHH, which are in Supplier's possession, custody or control.

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing Services under this Contract are competent and knowledgeable of the contractual arrangements between VITA, VDDHH and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Commonwealth, VITA or VDDHH site security, information security and personnel conduct rules, as well as applicable federal, state and local

laws, including export regulations. VITA and VDDHH reserve the right to require the immediate removal from VITA or VDDHH's or Commonwealth- premises of any employee, subcontractor or agent of Supplier whom the Commonwealth believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision
Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Subcontractors
Supplier shall not use subcontractors to perform the Services unless specifically authorized in writing to do so by VITA or VDDHH. If any Service provided pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes. Pursuant to the foregoing, it is specifically acknowledged and agreed that Supplier is authorized to use Captioned Telephone, Inc. (CTI) as a subcontractor.

6. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership
Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Supplier's Viability
Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

C. Supplier's Past Experience
Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

D. Performance

i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;

ii). Services and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by VDDHH. Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that VITA and VDDHH are relying on Supplier's skill and judgment in providing the Services and Deliverables;

iii). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow VITA and VDDHH to understand and fully utilize it.

E. Malicious Code
Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the

Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Commonwealth.

F. Limited Warranty Period and Remedy

Supplier warrants that the Services shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to VITA or VDDHH, all errors identified that result in a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within ten (10) days following written notification by VITA or VDDHH, Supplier shall, at VITA or VDDHH"S request, return all monies paid by VITA or VDDHH for the non-conforming Services.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. ORDERS AND COMPENSATION

A. Order

Supplier is required to accept any order placed by VITA or VDDHH through the eVA electronic procurement website portal (eVA Home Page). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA.

This ordering authority is limited to issuing orders for the Services available under this Contract. Under no circumstances shall any state agency other than VITA have the authority to modify this Contract. ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT ARE THE SOLE OBLIGATION OF VDDHH AND NOT THE RESPONSIBILITY OF VITA.

B. Purchase Price and Price Protection

Exhibit D sets forth the fees and the appropriate Commonwealth discounts. Fees shall not increase and discounts shall not decrease for a period of not less than three (3) years from the Effective Date. No increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter.

C. Invoice Procedures

Supplier shall invoice the Commonwealth monthly in arrears and remit all invoices to:

VA Dept. for the Deaf & Hard of Hearing
VDDHH Relay Manager
1602 Rolling Hills Drive, Suite 203
Richmond, VA 23229-5012

VDDHH will be responsible for payment to Supplier in accordance with the Prompt Payment Act.

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or VDDHH.

D. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services have been performed or milestones have met Acceptance criteria. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid, except in accordance with a milestone payment schedule. Should

Supplier repeatedly over bill VDDHH, VDDHH may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

If there are any disputed items, VDDHH shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with VDDHH, provide VDDHH with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VDDHH may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days in arrears.

8. OPERATIONAL REPORTING

Supplier shall provide reports as designated in Exhibit A, in an electronic format compatible with Microsoft Office products according to the schedules indicated in Exhibit A. All data in the reports will become the property of the Commonwealth (VDDHH), and will become public record. Supplier shall have no rights, title or interest to the Commonwealth's data. In addition to the designated reports, Supplier shall provide additional periodic, ad hoc, or other reports as requested by VDDHH. All reports will be presented in both tabular and graphic format unless otherwise approved by the VDDHH or VITA Contract Administrator. VITA or VDDHH may modify the data collected and required report formats at any time. When the requested report is other than those designated in Exhibit A or shown below (except when investigating unusual circumstances such as complete or partial loss of service), VITA or VDDHH will give at least thirty days notice before the date the report is due. Supplier shall, upon the request of VITA or VDDHH, provide VITA or VDDHH with professional interpretation, analysis and explanation of any reports provided.

Within two months of award, Supplier shall meet with the VDDHH Contract Administrator to determine all types of data available for reporting purposes to set up any additional regular monthly reports.

9. CONTRACT REPORTING

A. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at VITA:Supplier / Vendor Reporting Requirements. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at VITA:Supplier / Vendor Reporting Requirements.

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

B. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov. Supplier will not be subcontracting with a DMBE-certified Small Business for the provision of Captioned Telephone Service.

10. REPORT DATA

Any data or other information gathered or used in reports which is Virginia specific information shall be and remain the property of the Commonwealth of Virginia.

11. TECHNOLOGY OWNERSHIP/PATENTS

Supplier and/or its subcontractor(s) own certain Relay Technology, consisting of hardware, software code (whether embodied in source, object or machine code), protocols, training materials and methods, scoring methods, accuracy measurement software, operation methods, operator screen layouts, operator procedures, interfaces to other systems and generally all technologies and methods used in the provisioning of the relay services to be provided to the Commonwealth of Virginia and including certain Patents, Patents Pending, Copyrights and Trade Secrets, all of which shall continue to be "Supplier Intellectual Property" owned by the Supplier and/or its subcontractor(s). Any revisions, enhancements, modifications to or derivatives of such Supplier Intellectual Property shall remain the property of the Supplier and/or its subcontractor(s).

12. OWNERSHIP OF OUTREACH MATERIALS/DESIGNS/PRODUCTS

All outreach, public relations, advertising, marketing, brochures, mailings, recordings, drawings, graphic representations, pictures and other copyrightable material developed specifically for Virginia and paid for out of the Virginia Outreach budget, including those provided by subcontractors, shall become the property of the Commonwealth of Virginia. The Commonwealth of Virginia shall have the nonexclusive, royalty free right to reproduce, publish or otherwise use other materials specifically prepared for the Commonwealth of Virginia during the term of this Contract. All outreach, public relations, advertising, marketing, brochures, mailings, recordings, drawings, graphic representations, pictures and other copyrightable material developed by the Supplier previous to this date ("Existing Materials") shall remain the property of the Supplier including, but not limited to any registered or pending trademarks/service marks. Any future enhancements, variations, modifications, updates or derivatives of the Existing Materials in print or other media shall remain the property of the Supplier. Any such materials developed in the future by the Supplier which are developed for purposes of the Supplier's relay service generally and not designed or created specifically for and paid for by the Commonwealth of Virginia shall remain the property of the Supplier.

13. MEETINGS

Supplier will be required to meet in person or via video or teleconferencing equipment with VDDHH staff on a weekly basis, or as otherwise requested by the VDDHH Contract Administrator. These meetings will include participation by the Virginia Relay Center Accounts Manager, the Accounts Manager located at VDDHH and any of Supplier's subcontractors or other Supplier personnel as reasonably required by VDDHH to address specific issues.

14. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or VDDHH may disclose the

Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or VDDHH that are bound by non-disclosure contracts with VITA or VDDHH. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information, but in no event shall such measures be less than reasonable care.

B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the Party's Confidential Information, whether in tangible or intangible form.

VITA or VDDHH shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be shall be deemed a breach of this Contract and may result in termination of the Contract or any order issued hereunder.

15. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, and VDDHH, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services or Deliverables provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Deliverables. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA, and/or VDDHH depending on against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of any Deliverable or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and VDDHH and the affected Party(ies) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and/or VDDHH and the affected Party(ies) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA and/or VDDHH or the affected Party(ies) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Deliverables, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Parties the right to continue use of such infringing Services or Deliverables, or any component thereof; or (b) replace or modify such infringing Services or Deliverables, or any component thereof, with non-infringing products or services satisfactory to VITA and VDDHH. And in addition, Supplier shall provide any Party with comparable temporary replacement deliverables and services, or reimburse VITA and/or VDDHH for the reasonable costs incurred by VITA and/or VDDHH in obtaining alternative products and services in the event VDDHH cannot use the affected Deliverable or benefit from the affected Services.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to aggregate value of the Services and Deliverables provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

16. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of VDDHH's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by VDDHH. Supplier shall also comply with all applicable federal, state and local laws and regulations. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and VDDHH, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or VDDHH to Supplier. Supplier shall provide VITA and VDDHH the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold VITA, VDDHH, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from, VITA, VDDHH, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

17. DISASTER RECOVERY PLAN

Supplier shall within forty-five (45) days of the contract's effective date provide VDDHH with a copy of its complete Disaster Recovery Plan [DRP] as set forth in Exhibit A.

18. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

19. SECTION 508 COMPLIANCE

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. Notwithstanding the other terms and conditions of this paragraph, Contractor shall make reasonable efforts to have its products and services comply with Section 508, but shall not be required to certify that all products and services meet all Section 508 requirements. Contractor created and maintained websites that are exclusively for Virginia Captel Service shall comply with Section 508 requirements. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

20. NON-VISUAL ACCESS

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

(i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used

for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

Notwithstanding the other terms and conditions of this section, it is acknowledged that Contractor is providing a service under the terms of this Contract and that no information technology software is being provided or used in providing the service which requires accessibility by both visual and non-visual means. Customers have Non-Visual Access through the following means:

A Deaf-Blind user is able to use the public telephone network via traditional Relay Service and a Braille TTY. So when on a call, the typed information is translated and displayed via refreshable Braille cells. A Deaf-Blind user is also able to use the Captioned Telephone Service by connecting a computer with translation software and commercial off-the-shelf non-visual access technologies (e.g., screen magnification software, Braille displays) to a “CapTel Model 200” phone.

The requirements above shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

21. GENERAL PROVISIONS

A. Relationship Between VITA and VDDHH and Supplier

Supplier has no authority to contract for VITA or VDDHH or in any way to bind, to commit VITA or VDDHH to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or VDDHH. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or VDDHH, and neither VITA nor VDDHH shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor VDDHH is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or VDDHH, shall be reimbursed by Supplier upon demand by VITA or VDDHH, as appropriate.

B. Incorporated Contractual Provisions

With the exception of any negotiations between the Parties included in the Contract at time of award, the then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf.

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically. It is acknowledged by VITA and VDDHH that in the event that the contractual terms and conditions are changed on the Commonwealth of Virginia’s website subsequent to execution of this Contract, Supplier shall have Ninety (90) days from the date of such change to advise the VITA and VDDHH if it will not comply with any such changes. If so advised, VITA may terminate this Contract upon thirty (30) days written notice to Supplier. Notwithstanding this paragraph, any changes which have been negotiated in this contract at the time of execution of the contract shall remain in effect unless modified in writing by the mutual consent of both Parties.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit E hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or VDDHH's name or refer to VITA or VDDHH, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or VDDHH. In no event may Supplier use a proprietary mark of VITA or VDDHH without receiving the prior written consent of VITA or VDDHH, respectively.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VDDHH and/or VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise

convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding License, Rights To Work Products, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA and/or VDDHH, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and VDDHH reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Service performance date; and

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times.

The Supplier shall not have the right to audit, or require to have audited, VITA or VDDHH.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

i). Exhibit A Service Requirements (Supplier's response to the Requirements in RFP 2011-04, as amended)

ii). Exhibit B [Reserved]

iii). Exhibit C [Reserved]

iv). Exhibit D Service Fees

v). Exhibit E Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit D.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: John Nelson

(Signature)

Name: John Nelson

(Print)

Title: Vice President

Date: 3-10-11

Address for Notice:

Hamilton Telephone Company

1001 12th Street

Aurora, NE 68818

Attention: John Nelson

VITA

By: Sam Nixon

(Signature)

Name: Samuel A. Nixon, Jr.

(Print)

Title: CIO

Date: 3/11/11

Address for Notice:

CESC

11751 Meadowville Lane

Chester, VA. 23836

Attention: Contract Administrator

Relay Your

Captioned Telephone Service (CTS)

Captioned Telephone Service (CTS) is used in connection with a standard analog telephone line as an enhanced VCO service that allows the voice of one party to be converted to text for display on compatible display phones. Traditionally CTS devices and services allow translation at faster speeds than available from normal typing by processing the voice of one party using speech recognition software for captioning assistance. The captions supplement what the captioned telephone user is able to hear. The user speaks directly to and is heard by the other party.

H. FCC and Commonwealth of Virginia CTS Minimum Standards

	Requirements	***A***	***B***
1.	*Do your proposed CTS Services adhere to all provisions, standards and other requirements identified in Appendix D, Selected FCC Mandatory Minimum Standards as Found in CFR §64.604 that are NOT identified in "FCC Waivers for Captioned Telephone Services (CTS)" therein as being inapplicable to such Services?*	Y	Please see page 13 for Hamilton's response.
2.	*Does your CTS Service operate in an alternative fashion that is different than traditional, speech recognition-based CTS? If so, please describe the differences.*	N	Please see page 15 for Hamilton's response.
3.	*Does your Service include CTS for both English and Spanish relay callers?*	Y	Please see page 16 for Hamilton's response.
4.	*Does your Service include testing of Communication Assistant applicants and/or trainees before they begin handling live CTS calls? If so, provide a description of such testing.*	Y	Please see page 16 for Hamilton's response.
5.	*Does your Solution include re-testing of its Communication Assistants? If so, how often?*	Y	Please see page 17 for Hamilton's response.
6.	*Does your Solution allow VDDHH to verify and analyze training and test proficiency results without violating personnel confidentiality? If so, please describe how the records will be*	N	Please see page 17 for Hamilton's response.

	maintained.		
7.	*If your Solution includes speech-to-text technology, is proficiency testing of each captioned telephone Communication Assistant based on an auditory test (not written) that reflects a conversational rate of speaking and correcting text with results being a minimum average of 125 words-per-minute?*	Y	Please see page 17 for Hamilton's response.
8.	*Does your Solution include captioned telephone Communication Assistants that can demonstrate and maintain an average accuracy rate of 98% during proficiency testing?*	Y	Please see page 18 for Hamilton's response.
9.	*Will your firm provide a copy of its Confidentiality Policy related to your Service to VDDHH or any upon request?*	Y	Please see page 18 for Hamilton's response.
10.	*Does your Solution include a policy for reviewing alleged violations of confidentiality? All violations shall be reported to the VDDHH monthly.*	Y	Please see page 20 for Hamilton's response.
11.	*Will your firm establish and maintain its own CTS Customer Profile database of call set-up and handing preferences on behalf of Virginia CTS users and called parties?*	Y	Please see page 20 for Hamilton's response.
12.	*Does your CTS Customer Profile query the database for each inbound call and again for each outbound call automatically providing to the CTS CA the information in the user's profile related to inbound and outbound call preferences?*	Y	Please see page 20 for Hamilton's response.
13.	*Does your CTS Customer Profile include the following fields?* *a. User's primary telephone number including area code.* *b. User's password for updating Profile information.*	 Y N	Please see page 20 for Hamilton's response.

	c. Preferred long distance providers for both inbound and outbound CTS calls. *d. Call blocking of outbound pay-per-use and 900/976 call types as well as blocking of five (5) specific numbers.* *e. Caller ID blocking of the caller's number.* *f. Language preference (English or Spanish).* *g. Relay background noise (yes/no).*	Y Y N N Y	
14.	*Does your Solution handle emergency calls differently from traditional TRS relay? If so, please describe each type of emergency call handling situation and how they are addressed by the CTS provider.*	Y	Please see page 21 for Hamilton's response.

I. Technical and Operational Areas of CTS, including call types, calling features, emergency calls, redundancy, TSP designation, and emerging relay technology

	Requirements	***A***	***B***
1.	*In addition to all minimum standards and regulations relating to FCC Regulations for the Provision of Telecommunications Relay Services (TRS) found in 47 C.F.R.64.601 through 64.604, the contractor shall adhere to all state minimum requirements that further define or expound on the FCC relay standards. It is the responsibility of the Contractor to ensure adherence to these requirements and to remain abreast of and comply with any changes that may affect provision of CTS in the Commonwealth. If there is a conflict in the stringency of a regulation between the FCC Rules and the state minimum standards required by this RFP,*	Y	Please see page 22 for Hamilton's response.

	the more stringent regulation is to be followed. *Does your CTS meet this requirement? If yes, in Column B, provide the detail of how you meet this requirement.*		
2.	*Will your firm provide documentation to prove that all of its and/or its subcontractor's associated circuits that are utilized to process calls in any current or future CTS Relay Center owned or operated by the Contractor participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment of 3 (as defined at URL: http://tsp.ncs.gov/about_tsp.html)?*	Y	Please see page 23 for Hamilton's response.

J. Functional Standards and Customer Relations, including relay user input, documentation of feedback, and complaint resolution

	Requirements	***A***	***B***
1.	*Does your Service include maintaining a log of consumer complaints (aka Consumer Complaints Log) including all complaints about CTS in the state, whether filed with the CTS provider or VDDHH, and retaining the log until the next application for certification is granted?*	Y	Please see page 23 for Hamilton's response.
2.	*Will the CTS' Consumer Complaints Log include the following data at minimum?*		
	a. the date the complaint was filed	Y	Please see page 24 for Hamilton's response.
	b. the nature of the complaint	Y	Please see page 24 for Hamilton's response.
	c. the date of resolution	Y	Please see page 24 for Hamilton's response.
	d. an explanation of the resolution.	Y	Please see page 24 for Hamilton's response.
3.	*Does your Service include submitting a printed and electronic copy of the*	Y	Please see page 24 for Hamilton's response.

	Consumer Complaints Log to VDDHH no later than 3 weeks prior to the FCC deadline for submission?		
4.	*Does Supplier agree to provide at least one (1) person to function at all times as a Customer Service representative.*	Y	Please see page 24 for Hamilton's response.
5.	*Will your Customer Service Team meet with VDDHH on a monthly basis to discuss Virginia specific customer complaint issues.*	Y	Please see page 25 for Hamilton's response.
6.	*Will your Service include providing the Department with customer contact information (if given), CA number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution, for each complaint received?*	Y	Please see page 25 for Hamilton's response.
7.	*Will you forward all information received regarding each complaint (not a summary) to VDDHH within 30 hours of receiving the complaint?*	N	Please see page 26 for Hamilton's response.
8.	*If a Relay Customer complaint contains multiple issues, does the CTS include documenting, answering, and tallying each issue individually within the customer complaint report?*	Y	Please see page 26 for Hamilton's response.

K. CTS End-User Equipment Compatibility

	Requirements	***A***	***B***
1.	*Does your Service require end-user equipment that is different than that required by traditional, speech recognition-based CTS? If so, please describe how the equipment is different and provide a description of the display telephone to be used.*	N	Please see page 26 for Hamilton's response.

2.	*Does your Solution include proprietary equipment? If so, please list the following items for each:* *a. Make* *b. Model* *c. Physical characteristics* *d. Environmental requirements* *e. Individual features and limitations as applied to your Solution*	Y	Please see page 26 for Hamilton's response.
3.	*Does your firm provide CTS equipment to the public? If so, please describe the distribution process, including any consumer qualification requirements.*	Y	Please see page 30 for Hamilton's response.
4.	*Does your Solution include CTS display telephones that are compatible with the CapTel phones already in use by Virginia CTS users? If so, please provide an explanation of compatibility of your CTS solution with CapTel® phones already distributed and in use by Virginia CTS users.*	Y	Please see page 30 for Hamilton's response.
5.	*Does your Solution provide CTS display telephones in both one-line and two-line applications? If so, please provide a detailed description of both applications.*	Y	Please see page 31 for Hamilton's response.

L. Transition Requirements

	Requirements	***A***	***B***
1.	*The CTS Contractor is expected to have a transition plan for assuming responsibility for Virginia captioned telephone relay calls by providing all services beginning no later than April 1, 2011. Will you meet this requirement? Please explain.*	Y	Please see page 32 for Hamilton's response.
2.	*It is expected that CTS Supplier(s) will develop a plan for transitioning service*	Y	Please see page 32 for Hamilton's response.

	from the incumbent to the Supplier's network, and build into the timetable up to fourteen business days for the Commonwealth to complete an 'acceptance review' before a cut-over to the new service. Will you meet this requirement? Please explain.		
3.	*If awarded a contract, will you provide a proposed transition plan within twenty (20) calendar days after Contract award(s), including, at minimum, the following? Please provide any detail necessary to explain:*	Y	
	a. Contact information for the senior management persons who have the authority to make decisions for the Contractor(s).	Y	Please see page 33 for Hamilton's response.
	b. Contact information for key Contractor(s) staff involved in the ongoing management and/or transition of the Service. VDDHH reserves the right to contact the staff in these positions at its sole discretion. Any changes in personnel in these positions will be reported in writing to VDDHH within 10 days of a change.	Y	Please see page 34 for Hamilton's response.
	c. A time-line to identify critical implementation dates of major steps for the implementation process. Such dates are from contract award through full implementation and include all testing and verification of call processing.	Y	Please see page 35 for Hamilton's response.
	d. Documentation of any network transition, if applicable;	Y	Please see page 37 for Hamilton's response.

	e. Affirmation that you will satisfy all legal regulations and requirements;	Y	Please see page 37 for Hamilton's response.
	f. Plans for obtaining office space, furniture, equipment, telephone and data lines;	Y	Please see page 37 for Hamilton's response.
	g. Plans for the transfer and organization of documentation;	Y	Please see page 37 for Hamilton's response.
	h. Plans for the transfer of electronic data, such as User Preference Data;	Y	Please see page 38 for Hamilton's response.
	i. Plans for the establishment or termination of contracts for other services;	Y	Please see page 38 for Hamilton's response.
	j. Plans to enable or disable logon IDs for the User Preference Database or Multiple User Preference database;	Y	Please see page 38 for Hamilton's response.
	k. Plans for training staff and positioning them for implementation;	Y	Please see page 38 for Hamilton's response.
	l. Risk analyses and proposed solution(s), and assessment(s) for the transition;	Y	Please see page 38 for Hamilton's response.
	m. Plan for the transfer of calls to/from existing relay centers;	Y	Please see page 38 for Hamilton's response.
	n. An end-to-end performance testing period	Y	Please see page 38 for Hamilton's response.
	o. Hardware and/or software tools;	Y	Please see page 39 for Hamilton's response.
	p. Hardware and Software platforms utilized; and	Y	Please see page 39 for Hamilton's response.

	q. Staff resources and responsibilities including responsibilities of VDDHH (subject to VDDHH approval).	Y	Please see page 39 for Hamilton's response.

M. Compliance with Invoicing, Reporting, and Customer Billing Requirements

	Requirements	***A***	***B***
1.	*Does your Proposal include a description of your Service's methodology for ensuring that all CTS calls are billed to the appropriate state? If so, please identify it.*	Y	Please see page 39 for Hamilton's response.
2.	*Does your Service include billing of Virginia Relay CTS calls based on a Dialed Number Identification Service (DNIS)?*	N	Please see page 40 for Hamilton's response.
3.	*Does your Service have the ability to calculate billing by the user's automatic number identification (ANI), rather than the serial numbers of the equipment used by the CTS user?*	Y	Please see page 40 for Hamilton's response.
4.	*Does your Solution bill VDDHH for interstate CTS calls or for any CTS calls where neither the initiating nor the terminating number is located within Virginia? Exceptions to this are limited to 51% of outgoing toll free calls or 11% of two-line CapTel calls where the location of the terminating second line's called number cannot be identified as interstate or intrastate.*	N	Please see page 41 for Hamilton's response.
5.	*Does your Service include billing captioned telephone calls, where toll charges are indicated, to any carriers to enable the CTS user's carrier of choice to bill for the call in a functionally and cost equivalent manner?*	Y	Please see page 41 for Hamilton's response.
6.	*Will your firm submit an updated list, on a quarterly basis to VDDHH listing all*	Y	Please see page 42 for Hamilton's response.

	carriers available to Virginia CTS users? This list will be posted on the Virginia Relay Website for the convenience of relay customers. This report shall be in MS Word format.		
7.	*Do you propose to bill for the Service based on usage? If so, describe your billing increments and how you handle rounding. For example, if a call goes past a six-second interval, does your system round up and invoice on the nearest six second interval? In other words, are 7 seconds billed as two six second intervals, and are 67 seconds billed as twelve six second intervals?*	Y	Please see page 43 for Hamilton's response.
8.	*Does your Solution allow free CTS calls if a call is free on a direct call?*	Y	Please see page 43 for Hamilton's response.
9.	*Does your Solution allow for the same toll charges on a direct call as to a CTS call?*	Y	Please see page 43 for Hamilton's response.
10.	*Does your Service include providing all Reporting Data identified as applicable to CTS in Appendix E, Virginia Relay RFP Reporting Requirements Matrix, at the time intervals and for the corresponding time periods identified therein?*	Y	Please see page 44 for Hamilton's response.
11.	*Does your Solution have the ability to segregate, calculate, and report daily answer speed and call abandonment specifically for Virginia CTS users?*	Y	Please see page 44 for Hamilton's response.

N. Outreach and Public Awareness Program Requirements

	Requirements	*A*	*B*
1.	*Does your Service include Professional Marketing and Public Relations Services with an outreach and educational budget of at least $100,000 annually for advertising, public relations, and technical assistance activities directly related to CTS, including $20,000 for support of VDDHH Outreach activities and direct support of consumer-based events?* *These expenses are not separate recoverable costs and should be included as part of the price of Captioned Telephone Service.*	Y	Please see page 44 for Hamilton's response.
2.	*Does your Service include working with VDDHH to ensure that all marketing, public relations, outreach and educational activities, products, and materials are consistent with current program goals?*	Y	Please see page 57 for Hamilton's response.
	Will VDDHH have final authority to accept or reject Supplier's selection of the marketing and public relations firm(s) associated with the PR/marketing/education/outreach program(s)?	Y	Please see page 58 for Hamilton's response.
3.	*Will all outreach and marketing materials, both printed and web-based, refer to "Virginia Relay", "Virginia CTS" and/or "VDDHH" and not the Supplier's name?*	Y	Please see page 58 for Hamilton's response.
4.	*Will all relay outreach materials, designs, and products, both material and intellectual property, including those provided by subcontractors, become the property of the Commonwealth and not the Supplier or any subcontractor?*	Y	Please see page 58 for Hamilton's response.

5.	*Does your Service include a Virginia CTS Account Manager with each of the following attributes? (Since this position is not envisioned as full-time, it is acceptable to share the Virginia CTS Account Manager with one or more other state CTS programs as long as the following requirements are satisfied.)*	Y	
	a. Demonstrates a full understanding of captioning telephone services and associated devices?	Y	Please see page 59 for Hamilton's response.
	b. Assigned to VDDHH to address all CTS contract, quality control, billing, and reporting issues?	Y	Please see page 60 for Hamilton's response.
	c. Available to assist VDDHH Outreach specialists and contractors in the explanation and promotion of CTS relay services statewide?	Y	Please see page 60 for Hamilton's response.
	d. Available to provide ad hoc reporting and presentation materials?	Y	Please see page 60 for Hamilton's response.
6.	*Will all administrative costs associated with the Virginia CTS Account Manager position, including but not limited to communications access, laptop, and a wireless communications device, be the responsibility of the Supplier?*	Y	Please see page 61 for Hamilton's response.

H. FCC and Commonwealth of Virginia CTS Minimum Standards

H.1
Do your proposed CTS Services adhere to all provisions, standards and other requirements identified in Appendix D, Selected FCC Mandatory Minimum Standards as Found in CFR §64.604 that are NOT identified in "FCC Waivers for Captioned Telephone Services (CTS)" therein as being inapplicable to such Services? Yes.

FCC CapTel Regulations and Waivers

The FCC has issued a separate Ruling specifically for CapTel: Declaratory Ruling on August 1, 2003 CC Docket No. 98-67, FCC 03-190 document. In this Ruling the FCC found that captioned telephone VCO service (CapTel Service is a form of this) is a type of TRS. In addition the FCC waived certain TRS mandatory minimum standards that do apply to captioned telephone VCO service, and waived other TRS mandatory minimum standards for captioned telephone VCO (see list below). On July 14, 2005 the FCC clarified that Two-Line Captioned Telephone Service is a type of telecommunications relay service eligible for compensation from the Interstate TRS Fund.

Hamilton's Virginia CTS offering will meet all FCC minimum standards including answering 85% of all calls within 10 seconds.

The Declaratory Ruling referenced above will serve as the primary source in meeting the existing minimum standards including waivers of the six TRS requirements for CapTel Relay Services. The FCC issued an order on August 14, 2006 (CG Docket No. 03-123, DA 06-1627 document) making these temporary waivers permanent.

CapTel waivers include:

1. Speech to Speech (STS) and Hearing Carryover (HCO)
2. Communication Assistants waivers:
   - TRS mandatory minimum standard requiring CAs to be competent in interpretation of typewritten ASL as applied to captioned telephone CAs.
   - CA oral-to-type test requirement and permit the use of an oral-to-text test instead for CapTel CAs.
   - Requirement that CAs not refuse single or sequential calls as applied to CapTel CAs handling outbound captioned telephone calls.
   - Gender preference.
   - 60 wpm mandatory typing speed for CAs.
3. Interrupt Functionality.
4. Call Release.
5. ASCII and Baudot Format.

For future standards and regulations that may be required by the FCC, Hamilton will work with CTI to attempt compliance. If new or increased standards relating to CTS Service are mandated during the contract term, Hamilton will notify VDDHH and the TRS Administrator in advance of implementation. If new or increased technologies and corresponding services develop or any changes in the state and/or federal laws, rules and/or regulations are required with different cost elements, Hamilton will, in good faith, negotiate an appropriate pricing structure with the VDDHH.

The following outlines the terms and conditions Hamilton has obtained with CapTel, Inc. in order to provide Enhanced VCO with Voice-Recognition TRS:

(a) CTS will be available 24 hours per day, 7 days per week, 365 days per year.

(b) End Users of CTS will be able to place calls from within Virginia to any point in the world and from all points outside Virginia to any point within Virginia to the same extent that the access is provided by traditional TRS.

(c) Hamilton will provide reports to the TRS Administrator for CTS Service including the following:
- Total number of calls
- Total number of minutes
- Average number of minutes per call
- Speed of answer
- Number of customer complaints

At the present time, all CapTel statistics are compiled into one queue with the data provided on a national basis rather than state by state. For example, answer performance data is currently the same in every state. It is possible that states will have state specific data at some point in time.

(d) CTS will meet the P.01 standard for blockage. Blockage rates for CTS are available in 60-minute intervals at the current time.

(e) CTS will answer 85 percent of all calls within 10 seconds including abandons.

(f) CapTel Customer Service will be staffed from 9:00 AM to 5:00 PM, Monday through Friday. Virginia CTS Customers can also call Hamilton's Captioned Telephone Customer Service number, which will be available 24 hours a day seven days a week. Hamilton is always available to customers and provides after hours support to CTS customers.

(g) CTS relay users can utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card, and 900 number services.

(h) CTS will be available in Spanish.

(i) Hamilton will allow CTS users to place all network call types commonly supported by TRS including: intrastate, interstate, toll free, 911, and pay per call services.

(j) Calls Not Supported by CTS include Coin-sent calls, all Non-English language calls except Spanish, and any TRS call which is not a CTS call including, but not limited to, VCO, HCO, STS, VRS, 2-line VCO, and TTY calls, or any other non- CTS call.

Captioned Telephone Service CAs will adhere to the following minimum standards:

- The CTS CA shall be trained to caption the words spoken by the hearing party as accurately as reasonably possible without intervening in the communications. The CA is permitted to provide background noise identification;
- The CTS CA shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential;
- The CTS CA shall be required to meet the FCC standards for TRS minimum transcription speed;
- The CTS CA shall not limit the length of a call and shall stay with the call for a minimum of ten minutes when answering and placing a call;
- The CTS CA shall pass along a CTS caller's ANI to the appropriate PSAP if the caller disconnects before being connected to emergency services;
- CTS personnel will have the requisite experience, expertise, skills, education, knowledge and training to perform CTS Services in a professional manner.

If awarded the contract, the CTS program will continue with all existing End Users in Virginia and will allow an unlimited number of users every month if desired by VDDHH. Hamilton would like to clarify that it is VDDHH's right to determine the number of phones to be distributed per month.

Hamilton provides IP Captioned Telephone and Mobile CapTel Services and will continue to meet all FCC requirements in operating these services and will abide by all FCC requirements and waivers. Today, the Interstate TRS Fund is paying for all IP Captioned Telephone Service minutes.

H.2
Does your CTS Service operate in an alternative fashion that is different than traditional, speech recognition-based CTS? If so, please describe the differences. No.

Hamilton provides CTS Services in the same manner as traditional, speech recognition based CTS.

Traditional Captioned Telephone VCO Service in Virginia

Hamilton will provide CTS and 2 Line CTS to Virginia through a subcontract relationship with Captioned Telephone, Inc. (CTI) of Madison, Wisconsin. Hamilton will subcontract all aspects

of CTS including the technology, equipment, and needed captionists to CTI. Initially CTS will be provided from the CapTel Service Relay Center located at 5801 Research Park Blvd., Madison, WI 53717 and at 310 W. Wisconsin Ave. Suite 1200 West Milwaukee, WI 53203.

Developed by Ultratec, Inc. and provided through Captioned Telephone, Inc., CTS allows individuals with hearing loss to view word-for-word captions of their telephone conversations. This device is perfect for individuals who have good speech but cannot hear well over the phone.

Similar to a traditional telephone, the CTS phone allows hard of hearing callers to talk and listen to individuals using a traditional phone. The CTS phone allows the user to read the other party's conversation on the phone's built-in screen while listening to the voice of the other party. A specially trained operator "re-voices" everything they hear from a hearing user into the Voice-Recognition technology, which conveys the words into text messages, where it can be read on the CTS phone's screen. The captions appear almost simultaneously with the spoken word, allowing CTS users to understand everything that is said - either by hearing it or by reading it. The CTS phone benefits hard of hearing individuals by allowing them to enjoy natural telephone conversations through its high level of amplification, yet gives them the capacity to check the captions for added clarity. The CTS phone is not a TTY; rather it is a telephone designed to allow the user to have natural back and forth conversations with captioning support.

H.3
Does your Service include CTS for both English and Spanish relay callers? Yes.

Intrastate and interstate Spanish Language CapTel services will be available to Virginia CTS users. Spanish CapTel hours are from 7:00 a.m. to 11:00 p.m. Central Time.

H.4
Does your Service include testing of Communication Assistant applicants and/or trainees before they begin handling live CTS calls? If so, provide a description of such testing. Yes.

CTS Training and Monitoring

All CAs are required to have the requisite experience, expertise, skills, knowledge and training and education to perform CTS Services in a professional and confidential manner. CTI has a detailed CA training plan in place to ensure such standards are met by each CapTel CA. At any time if a prospective CA does not demonstrate the ability to achieve the expected standards, they may be removed from the training group and employment terminated.

After initial training, CapTel trainees are tested through the administration of timing scripts in a test environment. Each CA is required to successfully pass two rounds of timings consecutively

prior to handling live calls. In addition, trainees are required to meet specified monitor scores when being evaluated on live call processing.

H.5
Does your Solution include re-testing of its Communication Assistants? If so, how often? Yes.

CAs are tested monthly through the administration of Timing Scripts in a test environment. In addition, CAs are periodically monitored while processing live calls. Only the scores of each CA are maintained in a database. No other information regarding conversations is kept at any time.

CTS Ongoing Training

CTI will ensure that CTS CAs receive all necessary ongoing training. CAs are monitored on each shift and if they are found to need additional training or re-training, they are taken off line and given the necessary training. In addition, CAs are retrained on new features and capabilities of CTI's CapTel service platform including any new or improved voice recognition systems used in the platform.

H.6
Does your Solution allow VDDHH to verify and analyze training and test proficiency results without violating personnel confidentiality? If so, please describe how the records will be maintained. No.

Hamilton is unable to secure this term with its Subcontractor. Testing results will not be made available to the VDDHH monthly for review. However, only the scores of each CA are maintained in a database. No other information regarding conversations is kept at any time.

H.7
If your Solution includes speech-to-text technology, is proficiency testing of each captioned telephone Communication Assistant based on an auditory test (not written) that reflects a conversational rate of speaking and correcting text with results being a minimum average of 125 words-per-minute? Yes.

Proficiency testing of each CTS CA is based on our auditory test (not written) that reflects conversational rate of speaking and correcting text with results being a minimum average of 130 words-per-minute.

H.8
Does your Solution include captioned telephone Communication Assistants that can demonstrate and maintain an average accuracy rate of 98% during proficiency testing? Yes.

An auditory testing program will be maintained which requires a proficiency level for CTS CAs of 130 WPM speed of transcription with a 2% or less Error Rate and 98% accuracy requirement. Testing results will be made available to Hamilton and the VDDHH monthly for review. Note that this is a testing program only and does not guarantee any speed or accuracy levels for actual CTS Service. Accuracy is the percentage of error subtracted from 100% of text received. Errors are any words that materially change the context of the sentence, including missing words of sentences.

H.9
Will your firm provide a copy of its Confidentiality Policy related to your Service to VDDHH or any upon request? Yes.

CTS Confidentiality Agreement

Hamilton ensures that all CTS CAs will adhere to strict policies of confidentiality, which comply with all FCC confidentiality requirements. Hamilton will collect only that personal information necessary to provide and bill for the CTS Relay service being rendered. CTS CAs are also prohibited from intentionally altering a relayed conversation. Following is a Confidentiality Agreement that all CAs are required to sign prior to taking any live calls. Information obtained during a CTS call should not be shared with any person except a member of the CTS management staff who has asked for specific information. This information may be needed to clarify technical, policy, emergency, venting, consumer or customer service issues. General call information will not be shared unless it is used to clarify, vent, or teach. Information about call content should be discussed in a private area only.

A Captionist may feel the need to “vent” about a call due to problems, complaints or stress from handling the call. The Captionist may ask to speak to a Supervisor or other member of management (as long as it wasn’t **their** call) in a private area. Clarify before the conversation you wish to “vent” about a call.

The success of CTS depends on quality and complete confidentiality. Consumers will be less likely to use the service if they feel their personal and professional calls are not kept in the strictest confidence. It is very important all Captionists understand and abide by the confidentiality policy.

Relay Your

Confidentiality Policy

- I will not disclose to any individual (outside of a member of the CapTel management staff) the identity of any caller or information I may learn about a caller (including names, phone numbers, locations, etc.) on any CapTel call.
- I will not act upon any information received while processing a CapTel call.
- I will not disclose to anyone the names, schedules, or personal information of any fellow worker at CapTel Inc.
- I will not share any information about CapTel calls with anyone except a member of the CapTel Inc. management staff in order to investigate complaints, technical issues, etc.
- I will continue to hold in confidence all information related to the work and calls I have performed while at CapTel Inc. after my employment ends.
- I will NOT reveal my Captionist ID number in conjunction with my name unless asked by a member of the CapTel Inc. management staff.
- I will not share with anyone any technical aspect of my position at CapTel Inc. unless asked by a member of the CapTel Inc. management staff.
- I will not talk about consumers or call content with any fellow Captionists.
- I will not listen to or get involved in calls taken by fellow Captionists.

I have read the above Confidentiality Policy and understand a breach of confidentiality will result in disciplinary action up to and including termination of employment at CapTel, Inc. I recognize the serious and confidential nature of my position and therefore promise to abide by these guidelines.

Employee Name_____

Date_____

H.10
Does your Solution include a policy for reviewing alleged violations of confidentiality? All violations shall be reported to the VDDHH monthly. Yes.

CTI policy regarding confidentiality states that a CA, customer services representative or supervisor who, after investigation by CapTel management personnel, is found to have violated the confidentiality rules and regulations shall, as deemed appropriate by CTI management, receive disciplinary action, which may include termination.

H.11
Will your firm establish and maintain its own CTS Customer Profile database of call set-up and handing preferences on behalf of Virginia CTS users and called parties? Yes.

Hamilton will establish and maintain a Virginia CTS Customer Profile Database of call setup and handing preferences of Virginia CTS users and called parties.

H.12
Does your CTS Customer Profile query the database for each inbound call and again for each outbound call automatically providing to the CTS CA the information in the user's profile related to inbound and outbound call preferences? Yes.

The CTS Customer Profile will query this database for each inbound call for each outbound call and automatically providing to the CTS CA the information in the users profile related to inbound and outbound call preferences.

H.13
Does your CTS Customer Profile include the following fields?

a. *User's primary telephone number including area code.* Yes.

The CTS profile will contain the user's primary telephone number, including area code. This profile field is available if the New Customer Profile Data Base pricing option is selected.

b. *User's password for updating Profile information.* No

The CTS profile does not contain a user password.

c. *Preferred long distance providers for both inbound and outbound CTS calls.* Yes

The CTS profile will contain the user's preferred long distance carrier for inter-LATA, interstate and international calls as well as the user's preferred long distance carrier for intrastate calls.

d. *Call blocking of outbound pay-per-use and 900/976 call types as well as blocking of five (5) specific numbers.* Yes

The CTS profile will contain call blocking of outbound pay-per-use and toll-free number calls (900, 976, 800, etc) per type and/or up to five specific blocked numbers per type. This profile field is available if the New Customer Profile Data Base pricing option is selected.

e. *Caller ID blocking of the caller's number.* No

If the Caller ID block indicator is enabled on the call when the CapTel center receives it, the CTS caller's number is not passed on to the called party. The call blocking information passes through automatically to the called party with no CapTel intervention. The relay user has complete control over blocking information with their local phone company. Hamilton wants to clarify that Caller ID Blocking is not included as separate field on the CTS Customer Profile because it passes through the CapTel platform with no intervention.

f. *Language preference (English or Spanish).* No

Language selection is not included as separate field on the CTS Customer Profile. Customers who use the CapTel 200 phone can go to the menu to access the ringer pitch, which will then give them access to turn on Spanish captions. Customers using the CapTel 800 phone can turn on Spanish Captions by going to the options setting to find captions.

g. *Relay background noise (yes/no).* Yes

The CTS profile will contain the option to relay background noise. This profile field is available if the New Customer Profile Data Base pricing option is selected.

H.14
Does your Solution handle emergency calls differently from traditional TRS relay? If so, please describe each type of emergency call handling situation and how they are addressed by the CTS provider. Yes.

Dialing 911 in an Emergency – Single Line CapTel

When calling 911 in emergency situations, the single line CapTel users' call will be automatically routed to the appropriate 911 center because the call was placed from the users home line. 911 calls will **not** be routed through the captioning service. This means:

- There are no delays in accessing emergency personnel, as calls are directly connected to a 911 call center.
- Emergency 911 calls are **not** captioned in the same manner that regular CapTel calls are because the call is not routed through the CapTel Captioning Service.

- Emergency 911 calls are treated as VCO calls during which the 911 call-taker can hear everything the CapTel user says, and then types their response (on a TTY) that appears on the CapTel display screen.
- The CapTel user speaks directly into the handset, as with any other CapTel call. The 911 call-taker will hear everything the CapTel user says. The CapTel user will not be able to hear the call taker, but the dispatcher can type instructions on a TTY, which will appear on the CapTel display screen.
- Emergency 911 Services will know the ANI caller and be able to locate the individual and send appropriate help, based on the location from which the CapTel call is placed.

Dialing 911 in an Emergency – Two-Line CapTel

When calling 911 in emergency situations using 2-Line CapTel, one line is routed directly to the appropriate 911 center and the second line is routed through the captioning center. This allows the user to receive captions on one line and hear the conversation on the other line

I. Technical and Operational Areas of CTS, including call types, calling features, emergency calls, redundancy, TSP designation, and emerging relay technology

I.1

In addition to all minimum standards and regulations relating to FCC Regulations for the Provision of Telecommunications Relay Services (TRS) found in 47 C.F.R.64.601 through 64.604, the contractor shall adhere to all state minimum requirements that further define or expound on the FCC relay standards. It is the responsibility of the Contractor to ensure adherence to these requirements and to remain abreast of and comply with any changes that may affect provision of CTS in the Commonwealth. If there is a conflict in the stringency of a regulation between the FCC Rules and the state minimum standards required by this RFP, the more stringent regulation is to be followed.

Does your CTS meet this requirement? If yes, in Column B, provide the detail of how you meet this requirement. Yes.

Hamilton will comply with its proposal as submitted.

Hamilton is involved in several industry groups to stay abreast of the latest FCC activities, user needs, and developing technology. Gary Warren, Hamilton's President of Services Corporation, recently completed eight years of service with the National Exchange Carrier Association (NECA) Relay Advisory Council, the last two of which he served as chairman, and is active on several industry committees (coin-sent paid issue, etc.). Dixie Ziegler, Hamilton's Vice President of Relay, was elected and served as a council member on the NECA Relay Advisory Council for eight years and also as a member of the Consumer Advisory Committee (CAC) of the Federal Communications Commission.

As stated previously, for future standards and regulations that may be required by the FCC, or the Commonwealth of Virginia Hamilton will work with CTI to attempt compliance. If new or increased standards relating to CapTel Service are mandated during the contract term, Hamilton will notify VDDHH in advance of implementation. If new or increased technologies and corresponding services develop or any changes in the state and/or federal laws, rules and/or regulations are required with different cost elements, Hamilton will, in good faith, negotiate an appropriate pricing structure with the VDDHH.

I.2
Will your firm provide documentation to prove that all of its and/or its subcontractor's associated circuits that are utilized to process calls in any current or future CTS Relay Center owned or operated by the Contractor participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment of 3 (as defined at URL: http://tsp.ncs.gov/about_tsp.html)? Yes

Upon award of contract or upon request of the VDHH, Hamilton will provide documentation to prove that all of its and its subcontractor's (CTI) critical circuits that are utilized to process calls in any current or future CTS Relay Center owned or operated by Hamilton or its subcontractor participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment as defined at the URL above.

J. Functional Standards and Customer Relations, including relay user input, documentation of feedback, and complaint resolution

J.1
Does your Service include maintaining a log of consumer complaints (aka Consumer Complaints Log) including all complaints about CTS in the state, whether filed with the CTS provider or VDDHH, and retaining the log until the next application for certification is granted? Yes.

All complaints, including their resolution, will be documented and kept on file basis. All complaint activity will be reported to the VDDHH on a monthly basis regarding the number of customer service inquiries categorized by topic areas, including a separate log of complaints and complements with the date the complaint or compliment was logged, the nature of the complaint or compliment, the date of resolution and how it was resolved (see Tab 5 Appendix C for a sample report). Hamilton issues each complaint a Record ID number to enable the VDDHH quickly and easily identify the details of those particular complaints.

Hamilton will resolve all complaints – if they contact the CapTel Customer Service Department directly, if they contact the Hamilton Relay Customer Service Department, or the regulatory body. Hamilton will ask the customer for all pertinent information regarding the complaint and will explain that Customer Service will contact them again after investigating the

complaint. All complaints are logged in the Customer Service database and retained throughout the life of the contract or until the next application for certification is granted.

J.2
Will the CTS' Consumer Complaints Log include the following data at minimum?

a. *the date the complaint was filed* Yes.

All complaints include the nature of the complaint filed.

b. *the nature of the complaint* Yes.

All complaints include the nature of the complaint.

c. *the date of resolution* Yes.

All complaints include the date of the resolution.

d. *an explanation of the resolution.* Yes.

All complaints include an explanation of the resolution.

J.3
Does your Service include submitting a printed and electronic copy of the Consumer Complaints Log to VDDHH no later than 3 weeks prior to the FCC deadline for submission? Yes.

Complaint Log Summaries

Hamilton will give the necessary CapTel complaint information to the VDDHH to submit to the FCC on an annual basis. Hamilton will submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the VDDHH by June 12th each year in order for the Commonwealth to submit to the FCC by July 3rd of each year.

J.4
Does Supplier agree to provide at least one (1) person to function at all times as a Customer Service representative. Yes.

Hamilton Provides 24x7 CTS Customer Service. CTI Customer Service will be staffed from 9:00 AM to 5:00 PM, Monday through Friday. Virginia CTS Customers can also call Hamilton CapTel Customer Service, which is available 24 hours a day seven days a week. Hamilton is always available to customers.

Relay Your

Hamilton and its subcontractor will respond to all complaints and service, network or equipment inquiries from users and/or the VDDHH in a timely and professional manner. Hamilton will maintain customer contact information for handling and escalating complaints and service, network or equipment failures.

CTI has established procedures for handling complaints regarding CapTel Service and will report all complaints to Hamilton.

The CapTel Customer Service Department receives expression of concerns and requests for assistance via email, phone, or fax.

Each complaint is addressed promptly by one of CTI's representatives with the goal of 'same day service' when technically feasible. The CapTel Customer Service Department documents all follow-up information and resolution for any complaint that is not able to be handled within 24 hours or less.

Hamilton will resolve all complaints – if they contact the CapTel Customer Service Department directly, if they contact the Hamilton Relay Customer Service Department, or the regulatory body. Hamilton will ask the customer for all pertinent information regarding the complaint and will explain that Customer Service will contact them again after investigating the complaint. All complaints are logged in the Customer Service database and retained throughout the life of the contract or until the next application for certification is granted.

Customers can call Hamilton for any complaint or trouble reporting 24 hours a day seven days a week. We are ALWAYS available to customers. Some CTS users will automatically contact Captioned Telephone Inc. directly rather than the Hamilton Customer Service Department. However, if a CTS customer contacts Hamilton, we are committed to handling all CTS complaints even after hours and will act immediately to revolve issues for CTS users.

J.5
Will your Customer Service Team meet with VDDHH on a monthly basis to discuss Virginia specific customer complaint issues. Yes.

Hamilton's Customer Service Team will meet with the VDDHH on a monthly basis to discuss specific customer complaint issues.

J.6
Will your Service include providing the Department with customer contact information (if given), CA number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution, for each complaint received? Yes.

All complaint activity including any customer contact information given, CA number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution, for each complaint received will be reported to the VDDHH on a monthly basis.

J.7
Will you forward all information received regarding each complaint (not a summary) to VDDHH within 30 hours of receiving the complaint? No

Hamilton is unable to secure this term with its subcontractor because its customer service does not have the facility to report daily events. However, Hamilton's subcontractor will make Hamilton aware of any significant Virginia CTS complaints as soon as reasonably possible.

J.8
If a Relay Customer complaint contains multiple issues, does the CTS include documenting, answering, and tallying each issue individually within the customer complaint report? Yes.

If a Relay Customer complaint contains multiple issues, Hamilton will document, answer, and tallying each issue individually within the customer complaint report.

K. CTS End-User Equipment Compatibility

K.1
Does your Service require end-user equipment that is different than that required by traditional, speech recognition-based CTS? If so, please describe how the equipment is different and provide a description of the display telephone to be used. No.

Hamilton's service makes use of the same end-user equipment that is required by traditional speech recognition-based CTS. CapTel has been developed and trademarked by Captioned Telephone, Inc. (CTI) of Madison, Wisconsin.

K.2
Does your Solution include proprietary equipment? If so, please list the following items for each:
Yes.

a. Make

Ultratec CapTel

b. Model

CapTel 200 and CapTel 800

c. Physical characteristics

- Captions can turned on/off as needed
- Callers dial your phone number directly
- Captions are provided by a free service that connects to the call.
- Calls you make are automatically connected to the Captioning Service to provide captions.
- Incoming callers dial the service first, then enter your phone number in order for you to get captions.*
- Adjustable font sizes and colors
- Phone book to store frequently called numbers (95+ names)
- Easy access to voice mail and answering machine messages.
- Works just like a standard phone for people who do not need captions.
- Large bright display screen for easy viewing.

d. Environmental requirements

CapTel phones are compatible with Analog telephone line(s) and DSL is supported if the appropriate filter is in place. CapTel phones are not compatible with PBX systems unless an analog port is available. In addition, CapTel phones are not designed for use with digital cable or VOIP telephone services.

e. Individual features and limitations as applied to your Solution

Spanish

Intrastate and Interstate Spanish Language CapTel services will be available to Virginia CTS users. Spanish CapTel hours are from 7:00 a.m. to 11:00 p.m. Central Time.

True Caller ID

Hamilton ensures that FCC compliant Caller ID services will be provided to CTS users of Virginia. The FCC has required that when a TRS facility is able to transmit any calling party identifying information to the public network, the TRS facility must pass through, to the called party, at least one of the following: the number of the TRS facility, 711, or the 10-digit number of the calling party. CTI has been providing True Caller ID which passes along the 10-digit number of the person calling since August 1, 2005.

The actual identity of the Calling Party is presented to the Called Party's Caller ID box (True Caller ID). With True Caller ID, the Called Party may not know that they received a call via the CapTel service. Also if the Calling Party blocks their Caller ID, the Called Party does not receive any Caller ID information, functionally equivalent to a normal telephone call.

Three-way Calling

Hamilton ensures that FCC compliant Three-way calling will be available to Virginia CTS users. A standard telephone user can initiate a three-way call to a CapTel user. For example, two standard phone users are on a call. The party with three-way calling feature on his/her phone line would hook flash to put the other person on hold, and would then dial the national CapTel voice number and give the CA the CapTel user's telephone number or dial the CapTel user direct if a 2-Line CTS user. All three parties would then be joined and the CapTel user would receive captions on the call.

With 2-Line CapTel, the CapTel user can initiate a Three-way call in the same manner that a standard phone user would. The first line works exactly as a regular phone line (able to add another caller) and the second line supports the captions.

Call-Waiting

Call-waiting is supported by 2-line CapTel. When the CTS user hears (or reads in the captions) the "beep" telling him/her a second call is coming in, the party would simply press the FLASH button on their CapTel phone. The CTS user's second caller will be on-line, and the CTS user will receive captions of the conversation. The CTS user will still receive captions of their first conversation, if/when they return to the first caller by pressing the FLASH button again.

No charges will be assessed to CTS users for these local exchange non-basic services beyond what the user pays their LEC for these services.

Hamilton ensures that all CTS users in Virginia will have access to audiotext, interactive voice response units and answering machines including message retrieval services.

Using Automated (Touchtone) Systems

With CapTel, customers can easily receive and/or leave messages on answering machines or voice mail systems with automated menus.

The CTS user can press the CapTel number buttons at any time during a call to make selections. This makes navigating automated systems easy.

The CTS user can press a button as soon as they are ready to make a selection. The captioning service continuously transcribes what is heard regardless of what the CTS user is saying or which buttons they press.

Some automated systems have very short response times which may disconnect the call. If this happens, the CTS user will simply hang up and try the call again.

Leaving Messages on Answering Machines

The CTS user may begin leaving their message as soon as they see "BEEP" on the display screen or hear the recorded greeting end.

If no further information is received, the CTS user may assume their message was recorded. If the answering machine is capable of confirming that a message was left, the CTS user will see the confirmation message on the CapTel display.

Retrieving Voice Mail Messages

The CTS user simply calls into their voice mail/answering machine system as a remote caller, and follows the voice mail/answering machine prompts to retrieve the messages.

The CTS user can press the number buttons at any time.

Captioning External Answering Machine Messages

CTS users can receive captions of voice messages left on an answering machine that is near the CapTel phone by playing the messages aloud by following these instructions:

1. With the handset hung up, press the menu button until "Caption External Answering Machine Messages" is displayed.
2. Press the button next to "OK".
3. Pick up the CapTel handset and place the handset mouth piece next to the answering machine speaker. Make sure the handset mouthpiece is close enough to "hear" the messages as they are played aloud.
4. In this mode, CapTel will automatically dial the captioning service. Watch the display to see when a connection is established.
5. Start playing the voice messages aloud on your external answering machine. Watch the CapTel display to see captions of the voice messages.
6. Save or delete voice messages directly on the answering machine. When you are finished, hang up the CapTel handset. The "Caption External answering Machine Messages" feature will go off automatically.

Speed Dialing

Hamilton ensures that speed dialing will be available to Virginia CTS users. Speed Dialing, which is built into the CapTel phone's Dialing Directory, allows users to quickly dial frequently called phone numbers. To use this feature, the CTS user saves the desired phone numbers in the CapTel memory. To speed dial a number in memory, the user simply presses the button next to the "Memory Dial/Redial" arrow. A list of saved numbers and the last number dialed is then displayed. The user then presses the button next to the number they wish to dial again and CapTel dials the number automatically.

K.3
Does your firm provide CTS equipment to the public? If so, please describe the distribution process, including any consumer qualification requirements. Yes.

$99 Self-Purchase Program for Customers

If so desired and in order to provide the best price on equipment, Hamilton will arrange, for a limited time only, to make CapTel phones available for just $99.00 (*normally a retail value of $495*) to consumers directly. This program can support anyone who does not want to or does not qualify for the Commonwealth's Equipment Program. End users can make use of a 90-day trial period, which guarantees that if end user is not entirely happy with CapTel, s/he can return the phone for a full refund within 3 months. To obtain a CapTel phone, end users simply submit a completed order form to WCI (Weitbrecht Communications, Inc.). Hamilton will make order forms available via the CTS website and Customer Service.

Hamilton has not included any additional costs in its per-minute rate associated with the $99 self-purchase offer. This is a separate program and does not factor in the per-minute rate.

$99 State Equipment Distribution Program

In the past several months, Hamilton has received a great deal of feedback from Administrators in the States it provides CapTel asking that $99 phone be made available to state equipment distribution programs. In response to the feedback received from State Administrators, Hamilton has worked with CTI to develop a program to offer $99 CapTel devices to EDPs.

This program for EDPs is a separate program and not a part of the per-minute rate. Hamilton has offered separate pricing for this program in its Price Proposal.

K.4
Does your Solution include CTS display telephones that are compatible with the CapTel phones already in use by Virginia CTS users? If so, please provide an explanation of compatibility of your CTS solution with CapTel® phones already distributed and in use by Virginia CTS users. Yes.

As stated previously, Hamilton makes use of the standard CapTel® phone that is currently available though the Virginia CRS program today.

K.5
Does your Solution provide CTS display telephones in both one-line and two-line applications? If so, please provide a detailed description of both applications. Yes.

Single-Line CapTel versus Two-Line CapTel

	1-Line CapTel	2-Line CapTel
Number of Lines For those with only digital phone service, additional options are available. For more information visit www.hamiltoncaptel.com or call 888-514-7933.	Requires one standard (analog) telephone line or DSL with an analog filter.	The first telephone line can be analog or DSL with an analog filter, Digital Cable or VoIP. The second line must be an analog telephone line or DSL with an analog filter.
How Calls are Managed	Spoken conversations and captions provided through one telephone line.	Spoken conversation is provided on one line; captions are provided on the second line.
Captioning	Captions must be turned on prior to dialing the number to call. A red light indicates that captions are "on".	Captions can be turned on or off at any point in the conversation.
Outgoing Calls	Outgoing calls are automatically routed through the CapTel Captioning Center.	Both incoming and outgoing calls are automatically routed through the CapTel Captioning Center.
Calling a CapTel User	People calling the CapTel user must first dial the toll free number for CapTel; then dial the CapTel user's phone number when prompted.	People calling the CapTel user dial that person's number directly.
Calling Features	Call-waiting and automatic call back (*69) are not available.	Call-waiting and automatic call back (*69) can be used.
911 Calls Note that CapTel Captioning Centers are not 911 centers and do not assume responsibility for	Calls placed to 911 connect directly to Emergency 911 Services and are not routed through the CapTel Captioning Center. Calls are processed as VCO calls	Calls placed to 911 are captioned through the CapTel Captioning Center. Spoken conversation is received through one line, while captions are provided through the second line.

calls placed through 911.	whereby the 911 call-taker can hear everything you say, and then types his/her response which appears on the CapTel display screen. You speak directly into the handset, as you would with any other CapTel call. Note: VCO stands for "Voice Carry Over", a service that allows callers to speak for themselves and read typed responses.	

L. Transition Requirements

L.1
The CTS Contractor is expected to have a transition plan for assuming responsibility for Virginia captioned telephone relay calls by providing all services beginning no later than April 1, 2011. Will you meet this requirement? Please explain. Yes.

Hamilton has a transition plan for assuming responsibility for Virginia CTS beginning no later than April 1, 2011. Please see below for Hamilton's Implementation Plan.

L.2
It is expected that CTS Supplier(s) will develop a plan for transitioning service from the incumbent to the Supplier's network, and build into the timetable up to fourteen business days for the Commonwealth to complete an 'acceptance review' before a cut-over to the new service. Will you meet this requirement? Please explain. Yes.

Hamilton's timetable allows 14 business days for the Commonwealth to complete an 'acceptable review' before the cut-over date of April 1st. Please see below for Hamilton's Implementation Plan.

Relay Your

L.3
If awarded a contract, will you provide a proposed transition plan within twenty (20) calendar days after Contract award(s), including, at minimum, the following? Please provide any detail necessary to explain: Yes.

In Section L.3.c, Hamilton has included an initial Transition Plan. Hamilton will submit an updated proposed Transition Plan within 20 calendar days after contract award. The Plan will include information described below.

a. Contact information for the senior management persons who have the authority to make decisions for the Contractor(s). Yes.

Hamilton's Transition Plan will include contract information for Senior Managers who have authority to make decisions. The officer with ultimate responsibility for Virginia CTS and who is able to ensure decisions are rendered and implemented promptly, manage contract changes, delegate authority, etc. is:

John Nelson, Vice President of Hamilton Telecommunications
and President of Hamilton Relay, Inc.
1001 Twelfth Street
Aurora, NE 68818
Voice: 402/694-3656
Voice: 800/821-1831
Voice & TTY: 800/618-4781
Fax: 402-694-5037
E-mail john.nelson@hamiltontel.com

The person with primary responsibility for Virginia CTS throughout the life of the contract is:

Dixie Ziegler, Vice President of Relay
Hamilton Relay Service
1006 Twelfth Street
Aurora, NE 68818
Voice & TTY:
402-694-3656
Fax: 402-694-5037
E-Mail: dixie.ziegler@hamiltonrelay.com

As Vice President of Relay, Dixie is authorized to make decisions, answer questions, or provide clarification to the response and subsequent contract.

The main contact for the VDDHH throughout the life of the contract is:

Beth Slough, National TRS Contract Manager
Hamilton Relay Service
1006 Twelfth Street
Aurora, NE 68818
Voice & TTY:
402-694-3656
Fax: 402-694-5037
E-Mail: beth.slough@hamiltonrelay.com

b. Contact information for key Contractor(s) staff involved in the ongoing management and/or transition of the Service. VDDHH reserves the right to contact the staff in these positions at its sole discretion. Any changes in personnel in these positions will be reported in writing to VDDHH within 10 days of a change. Yes.

Hamilton's Transition Plan will include contact information for Key Staff involved in the ongoing management and/or transition of the Service. Hamilton will report in writing any changes in personnel in these positions within ten days.

Robert Patterson, Director of Operations
Hamilton Relay Service
9107 Bluebonnet Centre Blvd.
Baton Rouge, LA 70809
Voice & TTY:
225-291-4500
Fax: 225-293-3583
E-Mail: robert.patterson@hamiltonrelay.com

Greg Stephens, Relay Technical Manager
Hamilton Relay Service
1006 Twelfth Street
Aurora, NE 68818
Voice & TTY:
402-694-3656
Fax: 402-694-5037
E-Mail: greg.stephens@hamiltonrelay.com

Relay Your

Anne Girard, Director of Marketing
Hamilton Relay Service
343 Cedar St., NW #122
Washington, DC 20012
Voice: 202-545-0756
Fax: 202-545-0757
E-Mail: anne.girard@hamiltonrelay.com

John Fechter, National Outreach Manager
Hamilton Relay Service
25955 Glen Oak Drive
Wyoming, MN 55092
VRS: 866-498-4777
Fax: 651-408-8406
E-Mail: john.fechter@hamiltonrelay.com

Diane Taylor, Customer Service Manager
Hamilton Relay Service
1006 Twelfth Street
Aurora, NE 68818
Voice & TTY:
402-694-3656
Fax: 402-694-5037
E-Mail: diane.taylor@hamiltonrelay.com

Hamilton will assign an Account Manager upon contract award. For a detailed explanation of Hamilton's provision of Account Management please see further in this Tab Section N.5.

c. *A time-line to identify critical implementation dates of major steps for the implementation process. Such dates are from contract award through full implementation and include all testing and verification of call processing.* Yes.

Hamilton's Transition Plan will include a time-line in compliance with the items delineated above. Below is a timeline that identifies key milestones, tasks and events pertinent to the duties and responsibilities outlined in the RFP. This implementation is based on a cutover date of April 1, 2011.

Relay Your

CapTel Implementation Timeline

Action and Timeline

November 8, 2010	Contract Signing
November 10, 2011	Upon Contract Signing, Submit Contract Order to CapTel
November 15, 2011	Begin hiring Virginia CTS Outreach Coordinator and name Virginia CTS Account Manager.
November 15, 2010	Submit Implementation Guide to CapTel
November 17, 2010	Begin development of Virginia CTS web pages, brochure, Outreach power points, Outreach banner stands and other Outreach or Marketing needs.
November 29, 2010	Hamilton will submit updated proposed transition plan including all items contained in Section L.3.
February 15, 2011	Hamilton will begin end-to-end performance testing period.
March 1, 2011	Hamilton will thoroughly train its CTS Outreach Coordinator in preparation for implementation of Hamilton's provision of CapTel in Virginia.
March 1, 2011	Hamilton will begin development of Virginia CTS annual outreach plan.
March 1, 2011	Hamilton allows the Commonwealth to begin its ‘acceptance review’.
March 4, 2011	Hamilton will provide its Virginia CTS Outreach Coordinator with office space including any needed furniture, equipment, telephone and data lines.
December 1, 2011	CapTel internal setup • Load service specifications and customer profile fields • Add monthly reports • Provide Customer Service with Virginia rules
April 1, 2011	Service start-up

By the 15th of the month, following the month being reported	VDDHH receives monthly invoice, traffic reports and customer service reports.
From Service Start-up through Term of Contract	Concentrated effort on distribution of information about CTS including news releases, and distribution of other informational material through various channels (i.e. hard of hearing organizations and senior citizens). Materials will be used to initiate programs about CTS for various organizations, businesses and groups.
June 12, 2011 and continue annually	The VDDHH receives from Hamilton the Virginia CTS Consumer Complaint Log Summaries for April 1, 2011 (Hamilton's first day of service) through May 31, 2011 per FCC Docket #98-67 and continue annually throughout the term of contract.
January 30, 2012	The VDDHH receives Annual Report from Hamilton.

d. Documentation of any network transition, if applicable; Yes.

Because Hamilton is using the same subcontractor that is currently being used in Virginia, there is no CapTel network transition needed.

e. Affirmation that you will satisfy all legal regulations and requirements; Yes.

Hamilton's Transition Plan will affirm that Hamilton will satisfy all legal regulations and requirements as submitted in this Proposal.

f. Plans for obtaining office space, furniture, equipment, telephone and data lines; Yes.

Hamilton will provide its Virginia CTS Outreach Coordinator with office space including any needed furniture, equipment, telephone and data lines. This is reflected in Hamilton's Implementation Plan.

g. Plans for the transfer and organization of documentation; Yes.

Hamilton's Implementation Plan includes plans for loading Virginia CTS specific service specifications, customer profiles, reporting and customer service documentation.

h. Plans for the transfer of electronic data, such as User Preference Data; Yes.

Because Hamilton is using the same subcontractor that is currently being used in Virginia, there is no transfer of electronic data needed. All profile data will remain unchanged.

i. Plans for the establishment or termination of contracts for other services; Yes.

At the time of submission of this Proposal, Hamilton has in place a contract with CTI for the provision of CapTel in the Commonwealth of Virginia.

j. Plans to enable or disable logon IDs for the User Preference Database or Multiple User Preference database; Yes.

Hamilton's Implementation plan includes plans to add Virginia specific user Preference Database Fields.

k. Plans for training staff and positioning them for implementation; Yes.

Because Hamilton is using the same subcontractor that is currently being using in Virginia, there are no hiring or additional CA training needs. Hamilton has included in its Implementation Plan training of the Virginia CTS Outreach Coordinator in preparation for implementation of Hamilton's provision of CapTel in Virginia.

l. Risk analyses and proposed solution(s), and assessment(s) for the transition; Yes.

Because Hamilton is using the same subcontractor that is currently being used in Virginia there is no risk associated with the transition.

m. Plan for the transfer of calls to/from existing relay centers; Yes.

CTI currently has two CapTel Centers.

Because Virginia CTS calls will be handled in both CapTel Centers, both centers are considered a primary center. In the event of an issue in one center, calls will be handled in the unaffected facility. Rerouting can be done automatically or manually depending on the situation. Hamilton will include this is its Transition Plan.

n. An end-to-end performance testing period Yes.

Hamilton has included an end-to-end performance testing period in its Implementation Plan.

o. Hardware and/or software tools; Yes.

Hamilton's Subcontractor, CTI will continue to provide all hardware and software needed.

Because Hamilton is using the same subcontractor that is currently being using in Virginia, no additional hardware or software is needed.

p. Hardware and Software platforms utilized; and Yes.

Hamilton's Subcontractor, CTI will continue to provide all hardware and software needed.

Because Hamilton is using the same subcontractor that is currently being using in Virginia, no additional hardware or software is needed.

q. Staff resources and responsibilities including responsibilities of VDDHH (subject to VDDHH approval). Yes.

Please see previously in this Tab Section L.3 items a and b for Hamilton's management and staff assigned to Virginia CTS.

For a complete list of all Hamilton Key Personnel and their responsibilities, please see Tab 5 Appendix B. Through its past experiences and excellent organizational abilities, Hamilton will be able to implement a smooth cutover to Hamilton's CapTel Services. The combination of Hamilton's expertise in relay and in telecommunication products and services will allow Hamilton to orchestrate a highly efficient and seamless transition that will meet all required deadlines. Hamilton will allow the VDDHH to be involved in the cutover as much or as little as they would like.

M. Compliance with Invoicing, Reporting, and Customer Billing Requirements

M.1
Does your Proposal include a description of your Service's methodology for ensuring that all CTS calls are billed to the appropriate state? If so, please identify it. Yes.

Call Billing Record

Each call detail record is functionally equivalent to that of a non-CapTel Call and captures accurate jurisdictional information so that each call is billed to the appropriate entity, i.e. to the State or to the TRS Interstate Fund. All intrastate calls, including local and long distance calls are billed to the State. All interstate calls, including out of state long distance and international calls

are billed to the TRS Interstate Fund. Jurisdiction information is captured while the call is in progress and recorded in the CDR. This information is passed to the CTS user's carrier of choice during the outbound call set-up for accurate billing to the CTS user.
Call detail records contain the following information:

a. Call date
b. Originating telephone number
c. Terminating telephone number
d. Starting time of call
e. Ending time of call
f. Call duration for billing purpose
g. Phone number, calling card or credit card number to be billed

M.2
Does your Service include billing of Virginia Relay CTS calls based on a Dialed Number Identification Service (DNIS)? No.

Billing of Captioned Telephone based on DNIS is strongly discouraged for several reasons as described below.

- Voices users would have to learn new toll-free state specific access numbers.
- In order for DNIS billing to work, all CapTel phones would have to be programmed with a state specific DNIS **or** the CapTel user would need to dial a toll-free number to access the service. DNIS based billing does not resolve billing issues.
    - For example, if a person takes a CapTel phone out of Virginia or brings a CapTel phone in to Virginia, state specific DNIS programmed into the CapTel phone would be incorrect **or** the CapTel customer would have to dial an 800 number (if state specific DNIS are not programmed in CapTel phones). This reduces functional equivalency. The FCC has commented that CapTel is a step closer to functional equivalency because the consumer does not have to dial a toll-free number to access the service. For these reasons, Hamilton believes that ANI billing is far superior.

M.3
Does your Service have the ability to calculate billing by the user's automatic number identification (ANI), rather than the serial numbers of the equipment used by the CTS user? Yes.

Hamilton has the ability to calculate billing by the user's automatic number identification (ANI), rather than the serial numbers of the equipment used.

Hamilton will provide Virginia with ANI based billing for CTS. This means that the VDDHH will only pay for intrastate Virginia calls (both parties are in the State of Virginia) exactly as they do today for TRS calls. Hamilton has offered this program to all of its states and is pleased to offer it to Virginia.

M.4
Does your Solution bill VDDHH for interstate CTS calls or for any CTS calls where neither the initiating nor the terminating number is located within Virginia? Exceptions to this are limited to 51% of outgoing toll free calls or 11% of two-line CapTel calls where the location of the terminating second line's called number cannot be identified as interstate or intrastate. No.

Because Hamilton offers ANI-Based Billing, Hamilton will only bill VDDHH for intrastate Virginia calls in which both parties are in Virginia. Interstate calls are billed to the Interstate TRS fund.

The only time that Hamilton would not be able to determine the jurisdiction is on Inbound Two-Line CapTel calls. Because there is currently no way for a provider to determine if a particular Inbound Two-Line CapTel call is interstate or intrastate Order, the FCC adopted the following allocation factor.

On July 14, 2005, the FCC clarified that two-line captioned telephone services is a type of TRS eligible for compensation from the Interstate TRS Fund.

In the FCC Public Notice released August 23, 2005, the FCC adopted the allocation methodology proposed by NECA for determining the number of inbound two-line captioned telephone minutes that should be compensated from that Fund. This mechanism is similar to the methodology presently used for 800 and 900 call minutes. Based on the FCC's order, 11% of inbound two-line captioned telephone minutes are allocated to the Interstate TRS Fund. The remaining 89% of minutes are allocated to the intrastate jurisdiction.

M.5
Does your Service include billing captioned telephone calls, where toll charges are indicated, to any carriers to enable the CTS user's carrier of choice to bill for the call in a functionally and cost equivalent manner? Yes.

Carrier of Choice

Hamilton ensures that Virginia CapTel users will have the ability to access their chosen carrier of choice for intrastate or interstate interexchange carrier calls without regard to what CapTel phone they may call from to the same extent such access can typically be made by a TRS user (such as using 10-10-XXXX to access carrier of choice).

Hamilton will inform CapTel users of the need to designate a long distance carrier for long distance CapTel calls and the consequences of not making such a designation through a variety of outreach methods including newsletters, outreach events, the website, etc. Following is the type of message that Hamilton will use to provide this education to CapTel users.

What CapTel users need to know about long distance calling:
If a customer needs to make long distance calls with CapTel, they must register their existing long distance service or calling plan with CapTel Customer Service to ensure that any long distance charges are billed under their current long distance provider.

If they do not register a preferred long distance provider with CapTel, any long distance captioned calls they make will be automatically billed by their state's TRS long distance carrier, at their long distance rate (which varies by state). There is no charge to customers for using the CapTel captioning service.

What Voice Users Who Call a CapTel User Needs to Know
People who call a CapTel user via long distance should also inform CapTel Customer Service of their long distance provider, to ensure their long distance calls to a CapTel user are billed under their existing long distance service.

Default Carrier Calls
If a voice user who calls a CapTel user does not let CapTel know their preferred long distance provider, any long distance captioned calls they place to a CapTel user will be charged on their phone bill under that state's TRS long distance carrier, at that state's long distance rate (which varies).

Customers can complete a paper copy of the CapTel Database Profile Request in order to specify their long distance carrier of choice. Customers can also designate their carrier of choice via the CapTel website or by calling Customer Service. Customers simply indicate which carrier they want to use.

CTI does not bill any long distance calls and thus is not in control of other carrier's discounts for CTS calls.

M.6
Will your firm submit an updated list, on a quarterly basis to VDDHH listing all carriers available to Virginia CTS users? This list will be posted on the Virginia Relay Website for the convenience of relay customers. This report shall be in MS Word format. Yes.

Hamilton will submit an updated list in MS Word format, on a quarterly basis listing all carriers available to Virginia CTS users and will post this list on the Virginia CapTel website.

M.7

Do you propose to bill for the Service based on usage? If so, describe your billing increments and how you handle rounding. For example, if a call goes past a six-second interval, does your system round up and invoice on the nearest six second interval? In other words, are 7 seconds billed as two six second intervals, and are 67 seconds billed as twelve six second intervals? Yes.

Hamilton offers two rounding choices to the VDDHH:

1. Hamilton's invoice for CTS will be in billable minutes based on six-second intervals as defined above. If the call goes past a six-second interval, Hamilton will round up and invoice on the nearest six-second interval. (Example, 7 seconds will be billed as two six-second intervals and 67 seconds will be billed as twelve (12) six-second intervals.)

   Each CDR will be rounded up to the nearest six (6) second increment. At the end of the month, Hamilton will then sum all of those minutes and seconds as they have been rounded in each CDR and reflect that total as minutes, rounded to the 1/100th minute.

OR

2. Hamilton's invoice for CTS will be in billable minutes based on measuring to minutes the nearest one hundredth of a minute.

M.8

Does your Solution allow free CTS calls if a call is free on a direct call? Yes.

CTS users are not charged for use of the service. All local calls are provided free of charge to the consumer. All billing is performed by the customer's long distance carrier of choice. All billing information is routed to the customer's carrier during the outbound call setup. The carrier provides accurate billing to the customer using the same process used for regular non-CapTel calls.

M.9

Does your Solution allow for the same toll charges on a direct call as to a CTS call? Yes.

All billing is performed by the customer's long distance carrier of choice. All billing information is routed to the customer's carrier during the outbound call setup. The carrier provides accurate billing to the customer using the same process used for regular non-CapTel calls. The carrier is in charge of setting rates, toll changes, etc.

M.10
Does your Service include providing all Reporting Data identified as applicable to CTS in Appendix E, Virginia Relay RFP Reporting Requirements Matrix, at the time intervals and for the corresponding time periods identified therein? Yes.

Hamilton will provide all Reporting Data identified as applicable to CTS in Appendix E, Virginia Relay RFP Reporting Requirements Matrix, at the time intervals and for the corresponding time periods identified. Please see Tab 5 Appendix C for sample reports.

M.11
Does your Solution have the ability to segregate, calculate, and report daily answer speed and call abandonment specifically for Virginia CTS users? Yes.

Hamilton will offer Virginia state-specific reporting including the following items:

- state-specific ASA,
- state-specific Service Level with and without abandons and
- state-specific abandon call information

N. Outreach and Public Awareness Program Requirements

N.1
Does your Service include Professional Marketing and Public Relations Services with an outreach and educational budget of at least $100,000 annually for advertising, public relations, and technical assistance activities directly related to CTS, including $20,000 for support of VDDHH Outreach activities and direct support of consumer-based events?

These expenses are not separate recoverable costs and should be included as part of the price of Captioned Telephone Service. Yes.

Throughout the following section, Hamilton has demonstrated how it will provide full in-state community and business outreach programs to educate all people in Virginia about CTS. Hamilton's outreach programs will be specifically customized for the Commonwealth of Virginia**.**

In its Price proposal, Hamilton has submitted several outreach pricing options that include outreach in the per-minute rate and several options that do not include outreach in the per-minute rate. Hamilton has also submitted two flat monthly rate Outreach Pricing Options. The more expensive monthly flat rate Outreach Pricing Option includes additional Advertising, Media Buys and Marketing.

Hamilton's per-minute rates that include Outreach will include Professional Marketing and Public Relations Services with an outreach and educational budget of $100,000 annually for advertising, public relations, and technical assistance activities directly related to CTS, including $20,000 for support of VDDHH Outreach activities and direct support of consumer-based events.

Under each pricing option, these dollars will be used to fund labor, feet-on-the-street activities, print materials, advertising, media programs and other activities associated with education, outreach and marketing of Virginia CTS.

CTS Community Outreach, Public Relations and Educational Programs

Hamilton will provide an in-state outreach program that educates all people in Virginia about CTS. As a Captioned Telephone provider, Hamilton has been very aggressive and proactive in its outreach approach. *Hamilton has a history of developing outreach programs, which are, individualized and designed to work with Captioned Telephone users and the general public in a "one-on-one" setting.* **Hamilton customizes its outreach efforts to meet the individual needs of Captioned Telephone users and the general public.**

Hamilton will provide the VDDHH and CTS users with a personalized outreach program to educate the public about Captioned Telephone services. This program goes beyond gaining customer feedback. Rather, this program *educates* and markets CTS services (i.e. public awareness of CTS) across Virginia. Hamilton performs outreach activities via promotional events, presentations, workshops, and instructional seminars. Hamilton always adjusts its programs to meet the specific needs of every audience. Hamilton will work with the VDDHH to ensure that the content, format, timeline and method of communicating with CTS users is in line with program goals.

This section describes how Hamilton makes use of media, information and referral centers, exhibits and displays of equipment, specialized pamphlets brochures and other explanatory documents to promote CTS.

Hamilton will provide users with information on how to place a CTS call, provide users with suggestions on how to improve the efficiency of CTS calls, and inform users about new CTS functions and changes in the service through a variety of methods including inquiries made to Customer Service, CapTel brochure and other printable materials, website, newsletters, tradeshows, presentations, direct mails, press releases, etc.

The CTS outreach activities will be managed by the Virginia CTS Outreach Coordinator. This individual along with the Hamilton's Corporate Outreach Team will be responsible for traveling across Virginia and informing CTS users and potential CTS users about the many benefits,

features and services available through CTS. The Virginia CTS Outreach Coordinator will meet with any interested parties on a regular basis to get feedback about the effectiveness of outreach programs and develop strategies for maximizing the effectiveness of direct outreach training or services that will benefit CTS users and potential CTS customers. Further, the Virginia CTS Outreach Coordinator will gather additional information about the outreach needs that have been identified across Virginia and work to address those needs.

The Virginia CTS Outreach Coordinator will be responsible for all aspects of outreach and CTS awareness. Specifically, this individual will determine that the needs of the user community be met and is responsible for the overall effectiveness of outreach activity. This position requires that the individual has experience in outreach and public relations, familiarity with deaf and hard of hearing communities and the ability to communicate effectively with individuals utilizing all types of communication modalities.

Hamilton has included the job description for this position in Tab 5 Appendix B of its response.

CTS Presentations

The Virginia CTS Outreach Coordinator will give educational presentations and training sessions about CTS. Organizations serving and organizations of, by and for persons who are hard of hearing (including older persons who recently lost their hearing) will be the primary targets of customized workshops. Presentations to groups, such as emergency services providers, trade shows, civic organizations, university classes, senior citizens centers and physical and mental health service providers will also be given.

These workshops will include: sharing of CTS related information pertinent to the specific group, specific tips on using CTS, showing promotional and educational videotapes, sharing of personal experiences with CTS and other media materials. At many of these presentations, CapTel phones will be set up to allow actual hands on experience in making CTS calls.

CTS Exhibits

Hamilton will set up exhibits at conferences, conventions and tradeshows across Virginia. Exhibits generally include various information materials and promotional “giveaways”, as well as a live demonstration for people to experience a CTS call. Exposure such as this has proven a successful means by which to introduce CTS to hard to reach populations (e.g., late deafened adults, the elderly, etc.).

CTS Senior Citizens Strategies

Senior Citizens are typically the largest user groups of CTS. Hamilton will work with several elderly commissions/agencies throughout Virginia by providing them with all information materials, hands on demonstrations and presentations. In other states served by Hamilton, Hamilton has been actively involved with annual conventions of the State Division of Aging Groups and will continue to be involved with them on a yearly basis. Also, Hamilton will interface with the VDDHH to identify aging-related services such as visiting nurses, home health care, nursing homes, etc. Hamilton has implemented many programs designed to reach hard of hearing and elderly people. Hamilton gives presentations and workshops to senior citizens centers and physical and mental health service providers. At all of these types of events, Hamilton has CapTel equipment set up to allow actual hands on experience in making CTS calls.

CTS Outreach Pilot Program

Through the direction of Hamilton's CapTel Sales Manager and Hamilton's CapTel Product Manager, Hamilton is actively testing a program that is designed to increase the awareness of and familiarity with CapTel. There are several components to the test that include; extensive, targeted outreach, relationship development, placement of demo phones, and follow-up with prospective customers. Outreach staff have been given specific tasks that include presentations at events and senior centers along with placing CapTel phones in common areas at senior centers and retirement communities. The purpose is to make potential users more familiar with using the phone which will ideally lead to them using the service if they have a need. We are also working even more closely with the staff of state equipment distribution programs in order to better understand their process, and then use that information as a basis for assisting potential customers in obtaining their phone using the distribution programs. Efforts are ongoing, and initial results have been positive. Hamilton is more than happy to share more detailed specifics of the program.

Technology Assistance Program (TAP)

Hamilton would like to work with the equipment distribution program to develop a program in which the two entities would partner to provide training to Virginia residents who receive assistive equipment from the Technology Assistance Program. Hamilton has seen a great deal of success in providing outreach services jointly with equipment distribution programs. As part of Hamilton's outreach activities, Hamilton will provide training to those recipients on the proper setup and use of their assistive device, and give other general support to the equipment distribution program. Hamilton has significant experience working with equipment distribution programs in its other states and looks forward to working with the VDDHH in this area.

Relay Your

Hamilton has prepared a sample CTS Outreach Plan specifically for Virginia which follows.

Hamilton will work with the types of groups listed in the following section to identify new customers that could benefit from CTS training and customer support. Hamilton will work with the groups listed above to seek appropriate referral centers. Hamilton will leave ample materials at these sites and perform CTS training as needed. In addition, Hamilton will specifically target and participate in activities, events, or opportunities, in addition to these proposed herein, identified by the groups listed above, where outreach services would be beneficial and support the goals of the program. Hamilton looks forward to working with these types of groups to promote Virginia CTS. Hamilton believes the more people involved in outreach, the more successful the program will be.

Relay Your

Outreach Plan for Virginia CTS

Organization/Agency:
Hearing Loss Association of Virginia

Method:
Attend chapter conferences and events with an exhibit booth, brochures, giveaways, and presentations on CTS services available in Virginia. Provide ongoing education to referrals sent from this chapter. The Virginia CTS Outreach Coordinator will maintain contact to become familiar with upcoming events. The Outreach Coordinator will attend events with an exhibit booth and possible presentation.

Timeframe:
The initial contact will be within the first two months of being awarded the contract. Once the schedule is available, the Virginia CTS Outreach Coordinator will initiate planning. Participation will be ongoing.

Organization/Agency:
Virginia Department for the Deaf and Hard of Hearing (VDDHH)

Method:
Attend Virginia Department for the Deaf and Hard of Hearing conferences with an exhibit booth. Attend special workshops/events hosted for the Virginia community with an exhibit booth, literature, and presentations. The Virginia CTS Outreach Coordinator will be responsible to attend the events and coordinate functions.

Timeframe:
The Virginia CTS Outreach Coordinator will contact the president of VDDHH within the months to learn how Virginia CTS can initiate and maintain a strong relationship. Virginia CapTel will maintain this relationship with VDDHH on an ongoing basis.

Relay Your

Organization/Agency:
Technology Assistance Program

Method:

The Virginia CTS Outreach Coordinator will be responsible for initiating and maintaining contact and be a continual resource to partner with Technology Assistance Program to provide joint outreach activities. At these events, will provide information and education related to CTS; attend conferences and special workshops/events for the Virginia community with an exhibit booth, presentations, and literature, provide training as requested by agencies to employees and clients; and provide all outreach needs.

Timeframe:

Contact will actively occur on an ongoing basis.

Organization/Agency:
Mainstream Schools with hard of hearing children

Method:

Learn where these elementary and secondary programs are located. Provide brochures to the schools with students, parents, and faculty. Collect contact names of teachers, or specialists who work with potential CTS users. Offer training to hearing teachers, parents, and classmates. Collaborate with state administrators to receive lists of such districts/schools. Provide empowerment curriculum so teachers can incorporate telephone independence training with students. Be involved with school activities, as appropriate. The Virginia CTS Outreach Coordinator will maintain contact with persons who have an affiliation with children who could benefit from CTS in mainstream programs.

Timeframe:

The initial contacts will begin within the first four months to learn avenues that will best allow us to build a relationship with mainstream programs.

Relay Your

Organization/Agency:
Association of Late-Deafened Adults

Method:
Attend chapter conferences and events with an exhibit booth, brochures, giveaways, and presentations on CTS services available in Virginia. Provide ongoing education to referrals sent from this chapter. The Virginia CTS Outreach Coordinator will maintain contact to become familiar with upcoming events. The Outreach Coordinator will attend events with an exhibit booth and possible presentation.

Timeframe:
The initial contact will be within the first three months of being awarded the contract. Once the schedule is available, the Virginia CTS Outreach Coordinator will initiate planning. Virginia CTS participation will be ongoing

Organization/Agency:
American Speech-Language-Hearing Association (ASHA) and American Board of Audiology (ABA)

Method:
Be a continual resource to ASHA and ABA for all CTS educational needs as it relates to community development and advocacy. Provide pamphlets, presentations and general outreach to needs identified. Provide one-on-one training or group training with any leads provided by the ASHA and ABA. Attend conferences and events held by ASHA and ABA with an exhibit booth and presentation on all relay services available in Virginia. The Virginia CTS Outreach Coordinator will be in direct contact with ASHA and ABA for all outreach needs.

Timeframe:
Contact will be made with the Presidents of ASHA and ABA within the first six months to build a strong relationship with ASHA and ABA. Virginia CTS will maintain this relationship with ASHA and ABA on an ongoing basis.

Relay Your

Organization/Agency:
Virginia Statewide Independent Living Council (VASILC)

Method:
Maintain contact with Virginia Independent Living to be known as an available resource for assistance when accommodating residents and family members who are potential CTS users. The Virginia CTS Outreach Coordinator will initiate and maintain contact with Virginia Independent Living and provide training to hearing employers and employees of the agency, as well as their clients who might benefit from CTS.

Timeframe:
The initial contact will begin within the first four months of being awarded the contract. Presentations and training will occur per the request of the Virginia Statewide Independent Living Council.

Organization/Agency:
Virginia Nursing Homes, Assisted Living Facilities, and Retirement Centers

Method:
Maintain contact with Virginia nursing homes to be known as an available resource for assistance when communicating with patients and family members who are potential CTS users. Focus will be on telephone independence and a greater sense of empowerment. The Virginia CTS Outreach Coordinator will be responsible to initiate and maintain contact with Virginia nursing homes and plan for providing training to hearing employers and employees of the agency, as well as their clients.

Timeframe:
The initial contact will begin within the first month of the contract. Presentations and training will occur on an ongoing basis.

Relay Your

Organization/Agency:
Hispanic communities, businesses, services and agencies

Method:
Maintain contact with Hispanic communities, businesses, services and agencies to be known as an available resource for assistance when working with clients or families who can benefit from CTS education. Provide Spanish language brochures and training on Virginia CTS. The Virginia CTS Outreach Coordinator will initiate and maintain contact with Spanish-speaking communities, businesses, organizations, and agencies, and provide training to hearing employers and employees, as well as their clients.

Timeframe:
The initial contact will begin within the first year of being awarded the contract. Presentations and training will occur as needed on an ongoing basis.

Organization/Agency:
Community and Civic Organizations
Service Agencies

Method:
Maintain contact with community and civic organizations to increase public awareness of CTS. Encourage Virginia CTS presence and involvement at educational opportunities such as health fairs, senior events, etc. The Virginia CTS Outreach Coordinator will be responsible to initiate and maintain contact with the community and civic organizations and plan for providing such training to employers and employees of the organizations, as well as members who could benefit from CTS.

Timeframe:
The initial contact will begin within the first two months of being awarded the contract. Presentations will occur on an ongoing basis.

Relay Your

Organization/Agency:
Virginia Healthcare Sector

Method:

Maintain contact with Virginia medical centers and clinics, and the Virginia Medical Association to increase public awareness of CTS. The Virginia CTS Outreach Coordinator will be responsible to initiate and maintain contact with Virginia hospitals and clinics. Provide training to employers and employees, as well as patients who could benefit from CTS.

Timeframe:

Healthcare contacts will begin within six months of being awarded the contract. Presentations and training will occur on an ongoing basis.

Relay Your

CTS Customized Outreach Materials

Brochures

In Tab 5 Appendix D Hamilton has included current CapTel and 2 Line CapTel brochures, CapTel call-me-cards and other promotional literature that were developed by CTI.

Hamilton will develop a product brochure specifically for Virginia that explains the various services of CapTel, including CTS phone numbers, general instructions on the use of CapTel, etc. and will distribute it across Virginia. Samples are included in Tab 5 Appendix D.

Educational Videos

Hamilton Relay designed a DVD for relay users and is highly educational. This DVD is designed to educate the hearing community and non-traditional relay users (late deafness, etc.) about relay services and includes a Chapter about CapTel. Hamilton will distribute the DVD to businesses, schools, local telephone companies and a variety of other groups. In addition, CTI's instructional DVD is included with all equipment.

CTS Web site

Hamilton will maintain and publicize a Virginia CTS website. Hamilton encourages the VDDHH to visit www.hamiltoncaptel.com. Information such as the following is listed on this website:

- Description of CapTel
- Explanation of how to use CapTel
- Links to the VDDHH website
- CapTel telephone numbers
- Contact information for Hamilton
- Detailed complaint information

Hamilton will provide a link to Captioned Telephone, Inc.'s website on the Virginia CTS website. Information such as the following is listed on CapTel's website at www.captionedtelephone.com:

- How to get CapTel Service
- How CapTel Works
- Benefits of CapTel
- CapTel Specifications
- 2-Line CapTel information
- Frequently Asked Questions

Relay Your

- Customer Service Information
- Instructions on using the CapTel phone
- CapTel user's manual
- CapTel + 911
- Access to complaint information can be found as well

Hamilton welcomes the input of the VDDHH regarding updates and upgrades to the Web sites.

Press Releases/Media Relations

Hamilton will promote the existence and use of the CTS through a variety of press releases and other media relations to inform the public about CTS.

Print Advertisement

Hamilton will advertise Captioned Telephone in program books when attending or sponsoring conferences and other events across Virginia.

Media Advertisement

In other CapTel states served by Hamilton, Hamilton has advertised CapTel on television in certain local markets in order to grow the CapTel program. Developed to increase awareness about the availability of Captioned Telephone service, the 30 second television ad spot has run on major networks such as ABC, CBS, NBC, and FOX during a variety of times throughout the day, afternoon and evening. During the advertising period, Customer Service experienced an increase in the number of people requesting information about the Captioned Telephone service and how to purchase a CapTel phone. Hamilton Relay has paid for all costs associated with this advertising. The television advertising has proven successful in generating many new CapTel users. Hamilton will implement this in Virginia if so desired.

Written Materials/Ownership for CapTel

The Commonwealth of Virginia shall have the nonexclusive, royalty free right to reproduce, publish or otherwise use materials specifically prepared for the Commonwealth of Virginia during the term of this contract. All outreach, public relations, advertising, marketing, brochures, mailings, recordings, drawings, graphic representations, pictures and other copyrightable material developed by Hamilton or its subcontractor previous to this date shall remain the property of Hamilton or its subcontractor including, but not limited to any registered or pending trademarks/service marks.

Any future enhancements, variations, modifications, updates or derivatives of the existing materials in print or other media shall remain the property of Hamilton or its subcontractor. Any such materials developed in the future by Hamilton or its subcontractor which are developed for purposes of Hamilton's or its subcontractor's service generally and not designed or created

specifically for and paid for by the Commonwealth of Virginia shall remain the property of Hamilton or its subcontractor.

Conclusion

Hamilton knows that besides the technology required to provide functionally equivalent relay and Captioned Telephone Relay services, outreach is fundamental. As demonstrated throughout this section, Hamilton believes that the combination of CTS and equipment training will in turn increase CTS awareness and usage resulting in empowered CTS users. Through refining and distributing materials to target audiences, posting materials on the Virginia CTS website, media campaigns, advertising, trade shows, and one on one home visits with CTS users, Hamilton will continue to lead its competitors in the quantity and quality of outreach activities performed. Hamilton will continue to customize its outreach services to meet the individual needs of relay users and the general public in order to provide Relay Your Way®. **Hamilton's outreach vision and Relay Your Way® theme "shine through" for all of its relay users.**

Hamilton looks forward to bringing Virginia CTS users Hamilton's superb outreach and customer service programs. From past experience we are positive that relay users will be pleased with the amount and quality of outreach Hamilton performs. Hamilton has been very successful in implementing in-state outreach programs in the other states it serves. Hamilton will adjust its programs to meet the needs of Virginia CTS users and the VDDHH. **We encourage you to contact our references that are listed in Tab 5 Appendix F and let them testify to the quality and quantity of programs we are delivering to each of our relay states.**

Hamilton will to work to ensure that every CTS outreach and educational need is met in Virginia as it does today with all of its outreach programs.

Hamilton looks forward to generating more exceptional outreach programs during the contract and customizing its outreach programs to meet the needs of the VDDHH and all Virginia users.

N.2

Does your Service include working with VDDHH to ensure that all marketing, public relations, outreach and educational activities, products, and materials are consistent with current program goals? Yes.

As stated previously, Hamilton will work with VDDHH to ensure that all marketing, public relations, outreach and educational activities, products and materials are consistent with current program goals.

Will VDDHH have final authority to accept or reject Supplier's selection of the marketing and public relations firm(s) associated with the PR/marketing/education/outreach program(s)? Yes.

VDDHH will have final authority to accept or reject Hamilton's selection of marketing and public relations firm(s) associated with the PR/Marketing/education/outreach program(s).

N.3
Will all outreach and marketing materials, both printed and web-based, refer to "Virginia Relay", "Virginia CTS" and/or "VDDHH" and not the Supplier's name? Yes.

All outreach and marketing materials, both printed and web-based, created specifically for Virginia will refer to "Virginia CTS" and/or "VDDHH" and not Hamilton.

N.4
Will all relay outreach materials, designs, and products, both material and intellectual property, including those provided by subcontractors, become the property of the Commonwealth and not the Supplier or any subcontractor? Yes.

All outreach materials, outreach designs and outreach products developed specifically for Virginia and paid for out of the Virginia Outreach budget will become the property of the Commonwealth.

Written Materials/Ownership for CapTel

The Commonwealth of Virginia shall have the nonexclusive, royalty free right to reproduce, publish or otherwise use materials specifically prepared for the Commonwealth of Virginia during the term of this contract. All outreach, public relations, advertising, marketing, brochures, mailings, recordings, drawings, graphic representations, pictures and other copyrightable material developed by Hamilton or its subcontractor previous to this date shall remain the property of Hamilton or its subcontractor including, but not limited to any registered or pending trademarks/service marks.

Any future enhancements, variations, modifications, updates or derivatives of the existing materials in print or other media shall remain the property of Hamilton or its subcontractor. Any such materials developed in the future by Hamilton or its subcontractor which are developed for purposes of Hamilton's or its subcontractor's service generally and not designed or created specifically for and paid for by the Commonwealth of Virginia shall remain the property of Hamilton or its subcontractor.

Relay Your

N.5
Does your Service include a Virginia CTS Account Manager with each of the following attributes? (Since this position is not envisioned as full-time, it is acceptable to share the Virginia CTS Account Manager with one or more other state CTS programs as long as the following requirements are satisfied.) Yes.

a. *Demonstrates a full understanding of captioning telephone services and associated devices?* Yes.

Hamilton's Virginia CTS Account Manager will have a full understanding of captioning telephone services and associated devices.

Hamilton will provide Virginia CTS with an Account Manager who will manage the contract between Hamilton and VDDHH. This individual will oversee the actions of all parties involved to ensure contract compliance and will be responsible for determining that each party successfully completes all assigned duties and responsibilities. **Hamilton has included the cost of the Account Manager Services in its per-minute rate.**

The Virginia CTS Account Manager will:

- Act as a point of contact between Hamilton, the TRS Administrator and VDDHH
- Be available to discuss within 24 hours problems related to billing issues or problems that relate to contract performance compliance.
- Ensure contract compliance
- Plan, develop and manage strategies for Virginia CTS services
- Work closely with Virginia CTS Outreach Coordinator and Virginia CTS Customer Service to interface with customers
- Work closely with the Virginia CTS Outreach Coordinator to develop outreach programs geared to consumers and businesses
- Coordinate with VDDHH, the TRS Administrator and Virginia CTS Outreach Coordinator to maximize publications and media
- Assist Virginia CTS Customer Service and CapTel Customer Service in processing consumer complaints regarding Virginia CTS. The Account Manager will work closely with and communicate frequently with the Customer Service Department to ensure that the needs of Virginia CTS users are met.
- Be authorized to act in an expeditious and efficient manner so as to avoid the need for escalation of problem handling.
- Review for accuracy all monthly reports submitted to the VDDHH and the TRS Administrator
- Have the ability to handle all CTS issues and can compile reports.
- Assist the VDDHH and the TRS Administrator with CTS issues and concerns.

- Attend quarterly meetings of the Virginia Relay Advisory Council
- Additionally, the Virginia CTS Account Manager will meet weekly, or as often as desired, with the VDDHH and the TRS Administrator.

Hamilton will provide Virginia CTS with "Account Management YOUR WAY," a philosophy in which Hamilton customizes its Account Management to meet the needs of its States. Hamilton is unmatched in this area.

Members of Hamilton's management team and the Virginia CTS Account Manager will remain in close contact with the VDDHH and the TRS Administrator throughout the life of the contract. The Virginia CTS Account Manager will meet with VDDHH and the TRS Administrator as often as desired. In addition to meetings, Hamilton will use a variety of methods to ensure adequate communication such as formal letters, e-mail, or phone conversations when appropriate.

Hamilton's Account Management Team will work closely with VDDHH and will devote a high level of attention and responsiveness.

b. *Assigned to VDDHH to address all CTS contract, quality control, billing, and reporting issues?* Yes.

As stated above, Hamilton's Account Manager will address all CTS contract, quality control, billing and reporting issues.

c. *Available to assist VDDHH Outreach specialists and contractors in the explanation and promotion of CTS relay services statewide?* Yes.

Hamilton's Account Manager will be available to assist VDDHH Outreach specialists and contractors in the explanation and promotion of CTS relay services statewide.

d. *Available to provide ad hoc reporting and presentation materials?* Yes.

Hamilton's Account Manager will be available to provide ad hoc reporting and presentation materials.

Hamilton is more than willing to provide any needed ad hoc reports as long as Hamilton is able to pull the data from information that is recorded in the CDR's, including new information Hamilton has in its system or in new formats for existing information. As requirements change throughout the term of the contract, Hamilton will modify its reports so that all of the reporting

needs of Virginia are met. **Hamilton specializes in tailoring its relay service until all parties involved in the process are satisfied. Reporting is no exception.**

N.6
Will all administrative costs associated with the Virginia CTS Account Manager position, including but not limited to communications access, laptop, and a wireless communications device, be the responsibility of the Supplier? Yes.

All administrative costs associated with the Virginia CTS Account Manager position, including but not limited to communications access, laptop, and a wireless communications device, will be Hamilton's responsibility.

Relay Your

Appendix A – Service Level Agreements (SLAs)

(To be effective 30 days following commencement of implementation of the Services.)

In the following section, Hamilton has red-lined the Service Level Agreements (SLAs) and Remedies as agreed to by Hamilton's subcontractor. These are the only terms Hamilton was able to secure with its subcontractor.

Performance Standard	Measurement	Measurement period	% Level	~~Remedy~~
Answer Time	% of calls answered in 10 seconds or less	Daily	85%	~~$1,000/1%~~
~~Abandoned Call Rate~~	~~Abandoned Calls/ Total Calls~~	~~Monthly~~ NONE	~~1%~~	~~$500/1%~~
Blocked Call Rate	Rate of calls blocked between the LEC and the TRS facility	Daily	1% (P.01)	$~~1,000/1%~~
FCC Complaint Resolution	Resolution time for complaints related to FCC minimum standards <=180 days	Per complaint	100%	~~$1,000/complaint~~
Non-FCC Complaint Resolution	Resolution time for complaints not related to FCC minimum standards <=30 days	Per complaint	100%	~~$250/complaint~~
Commencement of Norton TRS Operation	Supplier's Norton TRS Center fully staffed by February 1, 2011	Daily beginning on 2/1/2011	100%	$5,000/day
Norton TRS Call Handling	% of calls handled by Supplier's Norton TRS Center	Daily beginning on 2/1/2011	100%	$500/1%
Norton TRS Call Handling	% of calls handled by Supplier's Norton TRS Center	Daily beginning on 3/21/2011	100%	$(2 x # of calls not fully handled by Norton center/total calls) x unreduced monthly bill
Commencement of CTS Operation	% of CTS calls handled by CTS Supplier	Daily beginning on 4/1/2011	100%	~~$(2 x # of calls not fully handled by CTS Supplier/total calls) x unreduced monthly bill~~

Amendments to Supplier's response to Requirements in RFP 2011-04

CapTel Implementation Timeline

Amends Hamilton's "CapTel Implementation Timeline, Action and Timeline" portion of response to RFP 2011-04, Section 5, Item L.3.c.:

Award Date	Contract Signing
Two days after award	Upon Contract Signing, Submit Contract Order to CapTel
Three days after award	Begin hiring Virginia CTS Outreach Coordinator and name Virginia CTS Account Manager. (CTS Outreach Coordinator will not likely be hired or trained by Start-up.)
Three days after award	Submit Implementation Guide to CapTel
Three days after award	Begin development of Virginia CTS web pages, brochure, Outreach power points, Outreach banner stands and other Outreach or Marketing needs. (Materials will not be compiled in time for Start-up.)
Five days after award	Hamilton will submit updated proposed transition plan including all items contained in Section L.3.
Seven days after award	CapTel internal setup • Load service specifications and customer profile fields • Add monthly reports • Provide Customer Service with Virginia rules
April 1, 2011	Service start-up
Items Post-Cutover	Hamilton will begin development of Virginia CTS annual outreach plan. Hamilton will thoroughly train its CTS Outreach Coordinator for Hamilton's provision of CapTel in Virginia.

Hamilton will provide its Virginia CTS Outreach Coordinator with office space including any needed furniture, equipment, telephone and data lines.

Note: Any timeframes and action items related to end to end performance testing and acceptance review will be determined by the VDDHH.

VDDHH receives monthly invoice,
traffic reports and customer service reports.

Concentrated effort on distribution of information about CTS including news releases, and distribution of other informational material through various channels (i.e. hard of hearing organizations and senior citizens). Materials will be used to initiate programs about CTS for various organizations, businesses and groups.

The VDDHH receives from Hamilton the Virginia CTS Consumer Complaint Log Summaries for April 1,

2011

(Hamilton's first day of service) through May 31, 2011 per FCC Docket #98-67 and continue annually throughout the term of contract.

The VDDHH receives Annual Report from Hamilton.

Outreach and Public Awareness Program

Augments Hamilton's response to RFP 2011-04, Section 5.N "Outreach and Public Awareness Program Requirements:"

There are several ways the Commonwealth can divide the $100,000 outreach pricing option.

- If the Commonwealth desires a full-time outreach person under this option, Contractor shall allocate $60,000 to costs associated with a full-time person and $40,000 to the PR firm. The Commonwealth has the sole discretion on determining the feet on the street outreach activities that will be performed as well as how the PR dollars will be spent.

- If the Commonwealth desires a part-time outreach person, the Commonwealth has the sole discretion on how the $100,000 is spent between each entity (Hamilton, PR firm and VDHH outreach activities).

Contractor shall involve the Commonwealth as much or as little as desired in the recruiting and selection process of the outreach person. We will also work closely with the Commonwealth to determine the best office location for this person, whether housed in your office space or a home office setting.

Hamilton's in-depth outreach training program was designed to ensure that new outreach staff have knowledge of all aspects of CapTel including installation of CapTel devices and all features and functions of the device. We also provide specific training on the captioning service.

Additional Service Information

Hamilton to provide three-digit dialing capability as follows:

"N11" CapTel Dialing

Hamilton will provide three digit dialing available to CapTel users in Virginia. A CapTel user dials the N11 code on their CapTel phone. Based on the CapTel user's incoming ANI, the CapTel platform automatically matches the ANI to the correct N11 10-digit telephone number and places the call for the CapTel user. In order to accomplish this task, Hamilton will obtain the information to map NPA-NXX information to the correct N11 service center and will work with CTI to integrate in to the CapTel platform.

CAPTIONED TELEPHONE SERVICE - PER-MINUTE PRICING

** Hamilton Telephone Company

VITA RFP 2011-04

Price Per Billable Minute			
YEAR 1 4/1/2011 Through 3/31/2012	YEAR 2 4/1/2012 Through 3/31/2013	YEAR 3 4/1/2013 Through 3/31/2014	Assumptions/Conditions, if any
$ 1.715	**$ 1.715**	**$ 1.715**	**Includes $100,000 outreach and state specific reporting.**
$ 1.745	**$ 1.745**	**$ 1.745**	**Includes $100,000 outreach and state specific reporting and profile database.**
$ 1.635	**$ 1.635**	**$ 1.635**	**No outreach, includes State Specific reporting.**
$ 1.665	**$ 1.665**	**$ 1.665**	**No outreach, includes State Specific reporting and profile database.**

** **Hamilton Telephone Company d/b/a Hamilton Telecommunications**

SUPPLIER'S OPTION

** Hamilton Telephone Company

VITA RFP 2011-04

If Supplier has any additional CTS pricing model(s) that it wants to submit, provide that data in this worksheet.

This pricing data is requested in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

Pricing data and its basis must be clear, concise and complete such that VITA and VDDHH can readily evaluate the total proposed cost of Supplier's Service.

	Year 1	Year 2	Year 3
Outreach Pricing Option #1	$5,000 per month	$5,000 per month	$5,000 per month
Outreach Pricing Option #2	$7,500 per month	$7,500 per month	$7,500 per month

Flat Rate Outreach Pricing Options to be combined with per-minute rate that does not include outreach

Under each of these pricing options, these dollars will be used to fund labor, feet-on-the-street activities, print materials, advertising, media programs and other costs associated with education, outreach and marketing of Virginia CTS.

Pricing Option #2 will include an increased dollars spend on Advertising, Media buys, and Marketing.

Hamilton welcomes any questions regarding its price proposal.

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: John Nelson

Organization: Hamilton Telephone Company d/b/a Hamilton Telecommunications

Date: September 10, 2010