Relay North Dakota FCC Certification Renewal and Supporting Documents

Introduction

Relay North Dakota, a program under the North Dakota Information Technology Department has prepared the following narrative and attached appendices to comply with the FCC TRS Certification Renewal Application, specifically in response to the **FCC Public Notice DA 12-1187, CG Docket No. 03-123** released on July 25, 2012. Included in the Public Notice are the minimum mandatory FCC TRS requirements under **47 C.F.R. §64.604 and §64.606.** A copy of this Public Notice and these mandatory requirements is attached as **Appendix A.** Relay North Dakota prepared this TRS Certification Renewal Application with the assistance of Sprint Relay.

State of North Dakota Information Technology Department (ITD) contracted with Sprint to provide Telecommunications Relay Service effective July 1, 2010 to provide operational, technical, and functional standards pertinent to the FCC mandates as specified in 47 C.F.R. §64.604 and §64.606. Included with this TRS Certification Renewal Application is a copy of the RFP that was issued December 2009. All of the minimum mandatory TRS requirement are listed in the RFP and is attached as Appendix J**.** Please note that although Sprint Relay provides Internet Protocol (IP) and Captioned telephone web-based services, Relay North Dakota does not contract to provide these services in North Dakota, nor is Relay North Dakota responsible for oversight of IP and VRS or other Internet or web-based relay services.

The FCC has requested that each FCC TRS Certification Renewal application respond to the minimum mandatory FCC TRS requirements for providing telecommunication relay services and that each state includes procedures and remedies for enforcing any requirements imposed by state programs. Additionally, the FCC requested that several exhibits such as outreach presentations, promotional items, consumer training materials, and consumer complaint logs be included with the information provided.

Table of Contents

Relay North Dakota FCC Certification Renewal and Supporting Document .....
Table of Contents.....
Operational Standards 3
A.1 Communication Assistants (CAs) 3
A.2 Confidentiality and Conversation Context.....9
A.3 Types of Calls 13
A.4 Handling of Emergency Calls.....18
A.5 STS Called Numbers 21
Technical Standards 22
B.1 ASCII and Baudot.....22
B.2 Speed of Answer 22
B.3 Equal Access to Interexchange Carriers.....24
B.4 TRS Facilities.....27
B.5 Technology 28
B.6 Caller ID.....30
Functional Standards 32
C.1 Consumer Complaint Logs 32
C.2 Contact Persons.....34
C.3 Public Access to Information 34
C.4 Rates.....35
C.5 Jurisdictional Separation of Costs 36
C.6 Complaints.....37
C.7 Treatment of TRS Customer Info.....37
§64.605 State Certification..... 38

Appendices

Appendix A: FCC TRS Public Notice, July 25, 2012 40
Appendix B: Sprint TRS, STS, CapTel Training Outlines.....44
Appendix C: TRS Pledge of Confidentiality.....55
Appendix D: Sprint Carrier of Choice Letter of Invitation.....59
Appendix E: Disaster Recovery Plan 64
Appendix F: TRS Information in Telephone Directories/Bill Inserts.....80
Appendix G: Copies of Relay Brochures or Other Advertisements 85
Appendix H: Copy of Legislation or Other Establishing TRS in the State.....102
Appendix I: Copies of Complaint Logs from 2008-2012.....106
Appendix J: Copy of TRS RFP.....122
Appendix K: Copies of Phone Bill with Surcharge Rate or Legislative Order 191
Appendix L: Copy of the 2008 TRS Recertification Renewal Letter from the FCC.....203

Operational Standards

A.1 Communication Assistants (CAs)

§64.604 (a)(1) (i) TRS Providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communication needs of individuals with hearing and speech disabilities

CA Employment Standards

Relay Dakota Relay Service contracts with Sprint to provide the hiring, training and oversight of Communication Assistants for Relay North Dakota Sprint has established a successful procedure to attract qualified applicants for TRS CA positions. Sprint's Quality Assurance team has developed comprehensive hiring and training programs that prepare employees for the challenging position as a CA and ensures all communications are of the highest quality. Employees continue to expand their knowledge of Relay and the importance of providing quality services to the consumers they serve throughout their employment as a CA. CAs are required to have a high school diploma or GED, which ensures that the applicant has at least a twelfth-grade level of English grammar and spelling skills, the ability to type 60 words-per-minute on an auditory-based test, clear articulation and an intelligible, pleasant speaking voice.

Preference is given to CA applicants with TRS experience, knowledge of American Sign Language, or experience working with individuals who are deaf, hard of hearing or have a speech disability.

All applicants for CA positions are required to submit an employment application that details the applicant's educational and employment history.

After an applicant's educational history, employment history and typing test results are reviewed; a determination is made as to whether the applicant meets the minimum CA requirements.

A human resources representative will then screen potential candidates through face-to-face and telephone interviews to evaluate the applicant's communication skills, including English grammar, diction and speech clarity, sensitivity to issues of customer service, integrity and confidentiality, and overall suitability for the job. Those applicants who do not pass the HR screening interview will not be considered for employment.

Sprint TRS CA applicants are required to pass a valid and unbiased 12th grade level spelling test to be considered for employment.

Sprint TRS CA applicants must pass a valid unbiased 12th grade level grammar test to be considered for employment.

Once the applicant passes the HR screening interview, he/she is interviewed in person by an Operations Supervisor for specific job dimensions that relate to the success of a CA. These dimensions include sensitivity to customers and issues of confidentiality.

If the Supervisor recommends the applicant for employment, the applicant must pass a drug screen and a background investigation of educational, work and criminal histories.

This process ensures that only qualified applicants are hired to work at Sprint Relay centers as a CA.

Sprint provides an enhanced VCO service called Captioned Telephone (CapTel) Services. Sprint requires that all *CapTel* CAs have a high school graduate equivalency as a minimum qualification for the job. Sprint ensures that all CapTel Operators are sufficiently trained to meet the needs of CapTel users. Trainees must demonstrate adequate skill level in all aspects of call processing prior to graduation from training. CapTel Relay Trainees must also demonstrate a strong proficiency in the primary required skill-set of re-voicing for CapTel calls.

- CapTel Operator Trainees spend 2 to 3 weeks training in a classroom setting.
- There is a final proficiency exam that must be passed in order to move into a live call environment.
- Upon completion of classroom training, CapTel Operators are scheduled for one-week of transition training, while being monitored and supported by another CapTel Operator or an Instructor.
- All CapTel Operators must continue to qualify for live call handling each month.
- Sprint CapTel Operators are routinely coached on Call Center ergonomics, call handling procedures, and confidentiality.
- Each CapTel Operator is evaluated on a minimum of one call each shift.
- There is also a monthly test that each CapTel Operator must pass in order to remain qualified to caption live calls.

§64.604 (a)(1)(ii) CAs must have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.

Relay North Dakota through their contract with Sprint, has shown that that Sprint CAs have competent skills in typing, grammar, spelling, interpretation of written ASL and familiarity with hearing and speech disability cultures, languages and etiquette. Sprint requires all CAs to possess clear and articulate voice communications. CAs are given five (5) written and three (3) hands-on performance evaluations demonstrating the ability to process calls. Sprint CAs must demonstrate Relay skill level in all aspects of call processing prior to graduation from training. CAs must demonstrate their ability to:

- Sprint CAs must type 60 WPM prior to taking live calls and post training must demonstrate the ability to maintain a minimum typing speed of 60 wpm on an auditory test.
- Sprint's diversified culture training program provides the CA with information about understanding TRS users including deaf users and their culture, history and communication needs. Sprint's diversified culture program incorporates training includes

the characteristics and of hard-of-hearing and late deafened users, deaf/blind and speech disabled users.

- Demonstrate a professional and courteous phone image
- Process calls using live training terminals in an efficient and knowledgeable manner
- Role-play scenarios written in varying levels of ASL

Sprint provides an extensive process for hiring CAs who provide Speech to Speech (STS). CA applicants must successfully achieve the following:

- Six months of employment as a CA
- Recommendation and/or approval from supervisor or manager
- Attend and complete speech to speech specialized Speech to Speech training program including a written evaluation.
- Proficiency in all areas of Relay call processing including grammar, enunciation and vocabulary
- Hearing acuity test administered by an audiologist using calibrated equipment to perform a speech recognition test and pure tone test.

STS applicants who meet these qualifications receive additional training specifically on STS. Sprint's STS training is delivered by individuals with professional experience related to Speech Disabilities and/or consumer experts and is based on adult learning theories.

STS applicants who meet all qualifications for the STS training program receive eight hours of classroom training specifically on Speech-to-Speech Services. Sprint's STS training program has been developed based on direct experience and consultation with Dr. Bob Segalman obtained during the initial STS trial conducted along with eight years of experience processing STS calls.

The STS training outline includes specific strategies used to facilitate communication without interfering with the STS user's control over the call including retention of information at the user's request and verification of what is said to verify accuracy.

The STS training outline is displayed in the following figure:

STS TRAINING OUTLINE	
Sprint Values and Goals	
♦ Training Agenda	♦
▪ Objectives / Training Outline ▪ Introduction and History ▪ Video ▪ Service Description ▪ Characteristics of Customers ▪ Stereotypes	▪ Speech-Disabilities ▪ Attributes of Speech-to-Speech Relay CAs ▪ Speech-to-Speech verses Traditional Relay ▪ FCC Requirements ▪ Speech-to-Speech Variations ▪ Assessment
♦ Work Performance Components	♦
▪ Basic Call Processing	▪ Confidentiality

STS TRAINING OUTLINE	
Sprint Values and Goals	
▪ Call set up ▪ Customer Database ▪ Frequently Dialed Numbers ▪ Customer Requests ▪ Emergency Call Processing	▪ Transparency ▪ Personal Conversations ▪ Developmental Skill Practice ▪ Audio ▪ Observation
♦ **Participation**	♦
▪ CA training ▪ Taking over calls – 15 minute ▪ CA work performance	▪ Call Focus ▪ Teamwork – support peer
♦ **Confidentiality and Transparency**	♦
▪ Discuss call speech patterns ▪ Discuss techniques customer uses ▪ Have two CAs on one call, if necessary or customer requests.	▪ Unacceptable to: ▪ Have conversation regarding information discussed on calls ▪ Discuss customers in general
♦ **Scheduling**	♦

All CapTel Operators are tested and competent in typing, grammar, and spelling to ensure skills meet the following FCC Guidelines. CapTel Operator training provides familiarity with hearing, deaf, and speech-disabled cultures.

Personnel supporting CapTel have the requisite experience, expertise, skills, knowledge, training, and education to perform CapTel Services in a professional manner. CapTel Operator Trainees are screened on several skill-sets to be considered for hire. Several tests are administered to evaluate for skills in the following:

- Spelling
- Pronunciation
- Enunciation
- Reading Ability
- Vocabulary
- Error Recognition - CapTel Operators must be able to recognize a mistake in voice-recognition and be able to appropriately correct errors while on a call.

A captioned telephone user does not type during CapTel calls; therefore it is not necessary for the Operator to interpret typewritten ASL.

Please review the Sprint TRS, STS and CapTel Training outlines in Appendix B for more information on CA training requirements.

CA Quality Assurance Programs

Sprint Relay Quality Assurance Managers coordinate all training curriculum and policies with the call center Quality Team Leaders and Assistant Trainers to ensure that consistent quality is

maintained throughout the TRS network of Relay centers. The Sprint Quality Assurance Managers and the call center training teams meet weekly to receive updates, discuss changes and discuss concerns and how to address them. The training team is located in seven (7) Relay Centers across the country. This team along with the support of the Location Managers, Supervisors and CAs has just one goal: to provide excellent service to our customers. In addition, Sprint listens to customer's feedback and takes proactive steps to implement suggestions and feedback. Sprint Relay does not develop training and consumer education programs for the telecommunications Relay service alone. Sprint Relay contracts with members of the deaf, hard of hearing, deaf-blind and speech-disabled communities to jointly develop and present training all TRS programs.

§64.604 (a)(1)(iii) CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.

Transmission of 60 WPM

Relay North Dakota contracts with Sprint to provide a comprehensive Quality Assurance program focusing strictly on typing speed and accuracy. As a part of this program, Sprint conducts pre-employment testing and internal testing (quarterly) using a five-minute oral-to-type test that simulates actual working conditions and the Relay environment. Internal testing on typing speeds demonstrated that Sprint's CAs typed an average of 83.9 words per minute (wpm), with at least 95% accuracy. In fact almost a third of Sprint's CAs type over 90 wpm!

§64.604 (a)(1)(iv) TRS providers are responsible for requiring that VRS CAs are qualified interpreters. A "qualified interpreter" is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

Qualified VRS interpreters

Relay North Dakota does not contract to provide VRS services, nor is the state responsible for the oversight of VRS. As of January 2012, Sprint no longer provides VRS services.

§64.604 (a)(1) (v) CAs answering and placing a TTY-based TRS or VRS call must stay with the call for a minimum of ten minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen minutes.

In-Call Replacement of CAs

Through their contract with Sprint, Relay North Dakota exceeds all FCC minimum requirements regarding changing CAs during a call. As a matter of practice at Sprint, calls are not taken-over unless it is absolutely necessary to do so. Sprint CAs are trained to use on screen clocks to identify the total amount of time since the call arrived at the CA position. After 10 minutes with the TRS (15 minutes with STS) inbound customer, a CA may be relieved if it is appropriate. The only situations in which a CA would transition during a call prior to the FCC minimum standard of ten minutes include:

- The customer requests a CA of the opposite gender or different CA,

- End user verbal abuse or obscenity towards the CA
- Call requires a specialist (STS, Spanish, etc)
- CA Illness
- At the request of the customer for any reason, and/or
- CA becomes aware of a conflict of interest such as identifying callers as friends or family.

In addition, there are situations which may require a CA to transition the call to a different CA, which is only approved after the CA has remained on the call longer than the FCC minimum standard of ten or fifteen minutes (for STS calls). These include:

- Shift change, and/or
- CA fatigue normally as a result of a call in progress more than 30 minutes with difficult call content or speed or 60 minutes or more of an average call.
- If transition of CAs is unavoidable, the change occurs with minimal disruption to either Relay participant including the following:
    - Sprint attempts to honor any requests for a specific gender during call transitions.
    - The second CA silently observes the call long enough to learn the spirit of the call as well as reviewing any customer call handling preferences provided during the call and as a part of the Customer Profile.

§64.604 (a)(1)(vi) TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.

As stated in the section above (§64.604 (a)(1) (v)) Relay North Dakota honors the requests of all callers when they request a specific CA gender. Relay users may request a specific CA gender through the Customer Profile or a per-call basis directly with the CA. The transfer of the CA to the requested gender occurs as soon as one is available. This requirement has been waived by the FCC for CapTel CAs.

§64.604(a)(1)(vii) TRS shall transmit conversations between TTY and voice callers in real time.

All conversations relayed between voice and TTY callers are transmitted in real-time. Relay North Dakota uses Sprint's Phoenix software, which provides tools and enhancements designed to allow conversations to be transmitted in real time, including the following:

- Automated answer
- CA-initiated macros (44 macros)
- Function Keys (85 separate function keys)
- System-initiated macros
- On-line help panel
- Tone of voice pre-approved descriptions (almost 100)
- Automatic Error Correction Library (615 words)
- Background descriptions (over 250)

All of these features are available in all languages including English and Spanish.

CapTel is a transparent service. CapTel CAs transmit audio and captioned text conversations from the voice caller to the CapTel user in real time. Since the CapTel user utilizes their own voice to transmit, no transmission occurs from the CA to the voice caller.

A.2 Confidentiality and Conversation Context

§64.604 (2)(i) Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls.

Confidentiality Policies and Procedures

As stated earlier, Relay North Dakota contracts with Sprint to oversee all TRS CAs, including CapTel CAs for the State of North Dakota.

In accordance with the FCC regulations, all information provided for the call set-up, including customer database records remain confidential and cannot be used for any other purpose. Once the inbound party disconnects, CAs lose the ability to view or access any information pertaining to that call. No written or taped information regarding the call is kept once the call is released from the Relay position. Billing information is transferred to billing files after the call has been terminated and is no longer available except for billing purposes.

The only exception to this policy relates to STS calls. Relay North Dakota STS Relay Agents may retain information from one inbound call for use in a subsequent outbound call, with the caller's permission. Such information will only be retained for the duration of the inbound call.

Relay North Dakota's confidentiality expectations are strictly enforced and employees are expected to comply with this policy during and after their period of employment. Sprint strictly enforces confidentiality policies in the Center, which include the following:

- Prospective CAs undergo a thorough background investigation and screening.
- During initial training, CAs are presented with examples of potential breaches of confidentiality.
- Stress can be a factor in maintaining confidentiality. CAs receive training on healthy detachment.
- Breach of confidentiality will result in disciplinary action up to and including termination of employment.
- CAs perform their work in cubicles that are bordered by high sound-absorption acoustic tiles and wear special noise reducing headsets.
- All Sprint Relay Centers have security key access.
- Visitors are not allowed in Relay work areas.
- Supervisors are present in the work area to observe behavior.
- All Relay Center personnel are required to sign and abide by the Sprint Relay Center's Agreement Regarding Confidential Customer Information.
- All employees attend annual confidentiality meetings wherein the confidentiality agreement is reviewed and re-signed.

Sprint Relay Center's Agreement Regarding Confidential Customer Information requires CAs to:

- Keep all call information confidential.
- Not edit or omit any content from the conversation.
- Not add or interject anything into the content or spirit of the conversation.
- Assure maximum user control.
- Continuously improve their skills.

Relay North Dakota CapTel CAs must comply with the same rules that TRS follows regarding confidentiality. The CapTel confidentiality form is similar to TRS. Below is an explanation of confidentiality as it pertains to Captel CAs.

Information obtained during a CapTel call should not be shared with any person except a member of the CapTel 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.

Only information critical to resolving the situation will be disclosed. This may include consumer name, name of business/agency, gender of caller, type of call (voice in, CapTel in), day of week, time of day, city, state, or any other details that could in some way identify a consumer.

A CapTel agent may have 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.

The success of CapTel depends on quality and complete confidentiality. Since consumers will be less likely to use the service if they feel their personal and professional calls are not kept in the strictest confidence, all Captionists understand and abide by the confidentiality policy. Any Captionist who breaks this policy will be disciplined, up to and including termination. Please see Appendix C for the TRS pledge of confidentiality.

STS Limited Exception of Retention of Information

At the request of a caller, Relay North Dakota Speech-to-Speech (STS) CAs will retain information from a call in order to facilitate the completion of consecutive calls. STS CAs may utilize the TRS system designed electronic scratchpad to aid the CA during the processing to a call or subsequent calls. No information is kept after the inbound call is released from the CA position. Please see Appendix C for the TRS Pledge of Confidentiality form.

§64.604 (2)(ii) CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. Appropriate measures must be taken by relay providers to ensure that confidentiality of VRS users is maintained.

Verbatim Relay and the Translation of ASL

Relay North Dakota CAs type to the TTY user or verbalize to the non-TTY user exactly what is said, verbatim, when the call is first answered, and at all times during the conversation, unless either relay user specifically requests summarization or ASL interpretation.

STS and TRS Training: Sprint puts control of the call with the users.

- CAs accept their being involved only to the point of facilitating communication as a "human telephone wire."
- CAs understand the relay user is to remain in control of the call.
- CAs do not make decisions or comments on behalf relay users.
- The user controls the call progress and content of the conversation.
- CAs re-voice/relay verbatim what is spoken, typed or heard.

At the request of the relay user, Relay North Dakota CAs will translate written ASL into conversational English. Training is provided on various levels of interpretation of typewritten American Sign Language ("ASL") during initial training as well as throughout a CA's employment. In order to successfully complete initial training, the CA must demonstrate competent skills to accurately reflect the TTY user's intent and the CA's role in the Relay process. CA trainees are required to pass a valid and unbiased written test to demonstrate that they can correctly interpret

typewritten ASL phrases. Trainees must achieve a score of 80% or better before being allowed to complete training and process Relay calls. After initial training, each CA is provided with an ASL workbook. This workbook is completed by the CA and returned to the Supervisor. The Supervisor and CA together review the workbook and the CA's ability to translate ASL to conversational English. The CA keeps this manual for future reference. A CA continues to be evaluated on translation skills through individualized monthly surveys.

Relay North Dakota CapTel CAs are prohibited from intentionally altering a relayed conversation and will relay all conversation verbatim. The State of Relay North Dakota does not have oversight of VRS services and does not contract with providers to process VRS calls, and is therefore exempt from ensuring VRS interpreters maintain confidentiality.

STS Facilitation of Communication

Relay North Dakota STS CAs will facilitate communication without interfering with a caller's independence. They do not counsel, advise or interject personal opinions. Relay North Dakota STS CAs have received training on many techniques to clarify the STS user's message if the meaning or context is unclear. Sprint understands that each STS user may also find one technique to be most comfortable. Sprint STS CAs will follow these customer preferences to clarify while providing as smooth of a call flow as possible.

Relay North Dakota STS CAs will not guess what the STS user is saying and will request clarification when unsure. When unsure of the meaning or context, the STS CAs will ask the speech disabled caller to repeat or clarify – especially if the meaning or context is unclear. Emphasis is placed on the intent and spirit of the message.

When necessary, STS CAs respectfully engage in open dialogue with the STS user while maintaining focus on the intent of the call. STS CAs may use many multiple tactics to clarify a STS user's message. Many times STS users have a preference on which tactic works best for him or her. When the STS user has a preference, the STS CA will use that tactic. Otherwise the STS CA may clarify unsure including the following:

- STS CAs may simply ask STS user to repeat the word or phrase
- STS CAs may ask "yes" or "no" questions
- STS CAs may ask the STS user to use the word in another sentence
- STS CA may ask the STS user to provide a word that rhymes with the misunderstood word
- STS CA may ask the user to spell the word

To ensure that STS CAs follow established call processing procedures, STS CAs are evaluated through individualized monthly surveys, tested randomly through the test call process, provided with customer feedback when available and observed by supervisors who are available in the STS CA work area to monitor performance. If a development area is identified in any area of call processing the STS CA will receive specific feedback and additional training. If the STS CA

performance does not demonstrate improvement, progressive discipline up to and including termination may occur.

A.3 Types of Calls

§64.604 (3) (i) Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.

Relay North Dakota Service provides 24 hour, 7 day-a-week Telecommunication Relay Service (TRS) for standard (voice), Text Telephone (TTY), wireless, or personal computers (PC) users to place local, intrastate, interstate, and international calls. Relay North Dakota Service also processes calls to directory assistance and to toll free numbers. There are no restrictions on the duration or number of calls placed by any relay user. All relay users accessing Relay North Dakota Service retain full control of the length and number of calls placed anytime through relay.

Relay North Dakota Service CapTel CAs are currently waived by the FCC for outbound calls because the CapTel CA is not involved in the call set up and cannot refuse the call *CapTel* users dial sequential calls directly therefore it is not possible for a CapTel CA to refuse sequential calls or limit length of calls.

Relay North Dakota Service CapTel CAs are not waived by the FCC for inbound calls to a CapTel user made through a TRS facility. However, if a call is made directly to the captioned telephone access number, no set up is involved and the CapTel CA cannot refuse to call.

§64.604 (3)(ii) Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call.

Relay North Dakota through Sprint, works in conjunction with the Local Exchange Enhanced Services to provide additional functionality for users of TRS. Sprint processes collect and person-to-person calls and calls charged to a third-party as well as calls billed to prepaid and non-proprietary calling cards offered by the local or any other interexchange carrier. Relay North Dakota will also process calls to or from restricted lines e.g. hotel rooms and pay telephones.

All TRS and CapTel users will be billed in the same manner that a non-relay user would be billed. The relay user will only be billed for conversation time, (which does not include call setup time, time in between calls and wrap-up time) on toll calls. Billing will occur within 60 days of the call date. Relay North Dakota gives users the option of billing their calls to a non-proprietary LEC (local) or IXC (long distance) calling cards. Relay North Dakota works with the LECs and IXCs to compile and make available to all TTY or CapTel users a list of acceptable calling cards. The user's carrier of choice is responsible for providing call types and available billing options, and will also handle the rating and invoicing of toll calls placed through the relay.

§64.604 (3) (iii) Relay service providers are permitted to decline to complete a call because credit authorization is denied.

If a long distance provider declines to complete a call because credit authorization is denied, Sprint will relay the message verbatim to the relay user and follow the user's instructions.

§64.604 (3) (iv)Relay services shall be capable of handling pay-per-call calls.

Sprint was the first provider to process pay-per-calls, beginning in 1996. Callers to Relay North Dakota access 900 services by dialing a free 900 number to access relay. Use of a toll-free 900 number inbound to the relay center provides functionally equivalent access to the telecommunications network while preventing unauthorized end users from circumnavigating the LEC restrictions. This process ensures that the LEC will only complete those calls into the relay service that do not have a 900 number block added to their phone lines. The 900 service provider and the 900 number carrier(s) will rate and bill the user as if the call was dialed directly from the originating user's telephone. Currently, Relay North Dakota users may make 900 calls through 1-900-230-5151.

Because 900 blocking information is not available with CapTel phones, CapTel users who wish to place pay-per-calls from the CapTel phone must update their Customer Profile form to allow these calls.

§64.604 (3)(v) TRS providers are required to provide the following types of TRS calls: (1) Text-to-voice and voice-to-text; (2) VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; (3) HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO.

Relay North Dakota provides access to all available relay call types. Through the state's contact with Sprint, the state meets and in some cases exceeds the requirements for text-to-voice, voice-to-text, VCO, two-line VCO, VCO-to-TTY, VCO-to-VCO, HCO, two-line HCO, HCO-to-TTY, and HCO-to-HCO. Below is a list of standard services that are provided by Relay North Dakota:

- Text-to-Voice (TTY to Voice)
- Voice-to-Text (Voice to TTY)
- VCO Attribute-Based Routing
- VCO with Privacy/No GA
- VCO Branding
- Standardized or personalized VCO call announcement and explanation
- Two-Line VCO
- VCO-to-HCO
- VCO-to-TTY

- VCO-to-VCO
- Reverse Two-Line VCO
- Voice Call Progression
- HCO with Privacy
- HCO Branding
- Standardized or personalized HCO call announcement and explanation
- Two-Line HCO
- Reverse Two-Line HCO
- HCO-to-VCO
- HCO to TTY

Except where waived by the FCC, Relay North Dakota CapTel users are able to access all types of TRS calls. The requirement to provide 711 dialing is waived for outbound calls made from a CapTel phone. STS and HCO calls are also waived.

§64.604(3)(vi) TRS providers are required to provide the following features: (1) Call release functionality; (2) speed dialing functionality; and (3) three-way calling functionality.

Call Release Functionality

Relay North Dakota's TTY Call Release, also known as TTY-to-TTY call set-up, is fully in compliance with FCC standards. Once the CA has both TTY parties on line, the CA releases the call and the conversation is removed from the CA's screen, ensuring confidentiality. TTY callers are then able to conduct a conversation with their called party (TTY) without an intermediary remaining on the line.

Relay North Dakota adheres to the FCC's 2nd Report and Order rule, and when the call is signed off or 'released' by the CA, the call ceases to be a Relay call and is no longer subject to the per-minute reimbursement. With 2-Line CapTel service, a CapTel user can release or receive captions at any time during a call.

Speed Dialing Functionality

Relay North Dakota speed dialing functionality (also known as frequently dialed numbers) allows Relay users to store up to 30 frequently called telephone numbers in their TRS customer profile. Customers who wish to store more numbers can simply register multiple Customer profiles, which translates to an unlimited number of entries.When the customer calls into the center, the customer can simply provide the CA the "short-hand" name or code associated with that number instead of the entire 10-digit number. For example, a caller can simply request, "Please call mom," and the

CA will dial the associated ten-digit telephone number without delay. The frequently dialed number entry can be sorted by name or number. The CapTel Consumer Premises Equipment (CPE, or CapTel phone) is equipped with the ability to program in 3 speed dial numbers, and a recently dialed number.

Three-Way Calling

Relay North Dakota provides three-way calling capability, in which the voice or STS Relay users through TRS (if the customer has purchased this feature from his/her LEC) can use this feature to either tie the third party directly into the conversation or to tie the third party in by making a second call to the Relay center. Relay users who have purchased Three-Way calling or conference calling capability from his/her Local Exchange Carriers (LECs) can use this feature when placing a call through Relay North Dakota. This feature allows the user to place the call to the Relay and then conferences in the voice-called party. This is also known as the Two-Line VCO method.

TTY users may also use the relay to conference in another TTY user on the line. The original TTY user requests to place a call to the voice-called party. It then becomes a conversation between two TTY customers and one Voice customer. This process also would apply if there were two voice customers and one TTY user on the line.

Relay North Dakota provides three-way calling for CapTel users that is in full compliance with FCC requirements. Two-line CapTel users are able to host, join or be added to any three-way call in the same manner as traditional telephone users. One-line CapTel users are able to join any three-way call in progress. In order to be added on, the host of the three-party call would simply dial the national CapTel number and enter the CapTel user's telephone number. CapTel users are also able to participate in a conference bridge to speak to three or more individuals.

§64.604(3)(vii) Voice mail and interactive menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.

Relay North Dakota through Sprint, provides an advanced Phoenix platform which contains CA-generated macros (e.g., pre-programmed phrases) which allow the CA to press a "hot key" to alert TRS users of the presence of a recorded message and/or interactive menu. Sprint's hot key sends text to the user which says "(RECORDING)." Sprint's hot keys are available in all supported languages, including English and Spanish.

Relay North Dakota has the ability to electronically capture recorded messages and retain them for the length of the call. All information provided during the call to the CA to assist in processing the call is considered customer-sensitive information and is deleted from the CA's screen, after the call has ended. The only information that is retained is information in the Call Detail Record necessary to bill the call.

Relay North Dakota does not impose additional charges for any calls which must be made in order to process calls involving recorded or interactive messages. Sprint's sophisticated Phoenix feature incorporates "function keys" allowing the CA to complete standard tasks with a combination of two-keys (or mouse clicks). As a result, many calls involving recordings can be completed without having to redial using Sprint's recording functionality. If a CA needs to redial to process these calls, the CA can quickly redial, using a specific redial hot key for answering machine, voice mail and recordings which redials the call over an ultra-watts line so the end user is not imposed charges for additional calls.

Relay North Dakota CapTel users are able to hear and interact directly with the recorded message and make the selections as requested by the interactive menu. The CapTel user is alerted to the presence of a recording by hearing the recording and seeing the captions of the recording as the message is played.

CapTel users can replay messages as required until the message is both heard and read as captions. The user can stay on the line as long as desired until the message is heard in its entirety or replayed. This is requested by the user directly. The CapTel user interacts with the recorded message system directly. This is treated as one call.

§64.604 (a) (3)(viii) TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.

Retrieving Answering Machine and Voice Mail Messages

Relay North Dakota has the ability to retrieve messages from any voice processing system that can be accessed via the telephone. Through Sprint's Phoenix platforms, CAs are able to retrieve and relay voice messages for TTY users and TTY messages for voice users.

When a user requests the CA to retrieve messages from a voice mail system or PBX mailbox, the CA will follow the following process:

- The CA will inform the caller that an answering machine has been reached.
- If the caller has provided instructions, such as access codes will follow the user's instructions. Sprint will use the touch-tone capability embedded in Sprint's Phoenix software to enter access codes or system commands to retrieve new messages, play all messages, save messages, and/or delete messages (depending on customer instructions).
- If necessary, Relay North Dakota CAs uses advanced recording technology to slow down the playback of the messages. If a CA needs to redial to process these calls, the CA can quickly redial, using a specific redial hot key for answering machine, voice mail and recordings which redials the call so the end user is not imposed charges for additional calls. If the CA needs to redial local calls are free, if the call is long distance the customer is only charged long distance calls for the first call.

- Sprint's platform provides the technology necessary to retrieve voice mail or answering machine messages including enabling and disabling touch-tone capability through hot keys (i.e. DTMF).

- Once all customer instructions have been followed and the caller disconnects, all information including caller's personal information is automatically deleted from the CA's position to ensure that the customer's information is kept confidential.

Like TRS users, Relay North Dakota CapTel users can retrieve answering machine messages from an answering machine that is near the CapTel phone. However, the CapTel user will need to follow instructions that are slightly different than TRS users including the following:

- Press the CapTel menu button that until the option, "Caption External Answering Machine Messages" is displayed. (Please note that the handset must be hung up to do this.)

- Press the "OK" button.

- Pick up the handset and place it near the answering machine.

- Watch the CapTel display to see when the CapTel CA is connected.

- Press the "play" button on the answering machine.

- View the captions on the CapTel display.

- Save, delete or navigate to the next message using the answering machine controls.

- When done, simply hang up the handset and the phone will be ready for the next call.

With other voicemail systems, the CapTel user can both hear and interact directly with the recorded message and make the selections as requested by the interactive menu. The *CapTel* user is alerted to the presence of a recording by hearing the recording and seeing the captions of the recording as the message is played.

A.4 Handling of Emergency Calls

§64.604(a)(4) Emergency call handling requirements for TTY-based TRS providers. TTY-based TRS providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

Relay North Dakota accepts incoming emergency calls, and automatically and immediately transfers a call to an appropriate Public Safety Answering Point (PSAP). Through its contract with Sprint, Relay North Dakota has access to the following:

- The largest footprint of coverage across the U.S. to terminate a 9-1-1 call
- A web interface with complete API and a branded end-user portal for address changes for internet calls.

Call Processing Procedures

Relay North Dakota uses the following procedures to ensure that TRS users needing emergency services receive prompt assistance with their call.

1.	Relay North Dakota CAs act upon the word "emergency". Calls placed to fire, police, ambulance and rescue squad are considered emergency calls.
2.	The CA hits a Phoenix function key (i.e., "hot key") which designates the call as an Emergency. This key also prompts the system to use the caller's NPA/NXX to automatically route the call to the E-911 center which is closest to the caller's rate center. This hot-key also "freezes" the screen with an emergency banner so that the call information remains displayed. If the customer hangs up, the caller's information is available to be shared with the 911 Center.
3.	Simultaneously, the CA presses a key to notify the Supervisor. The Supervisor will assist the CA in processing the call, if needed. The Supervisor does not take over the CA function unless requested or necessary to complete the call.
4.	The caller's Automatic Number Identification (i.e., telephone number) is passed to the E-911 as Caller ID.
5.	The CA identifies the call to the authorities, using the phrase: "This is an emergency. I am calling for a deaf (or hard of hearing or Speech Disabled) person through the North Dakota Relay Service. They are calling from (caller's telephone number). This is CA # 1234, one moment please."
6.	The CA advises the inbound caller that the emergency services is on the line. For example, "(POLICE ON LINE NOW)" and then types the way the 911 operator answered the phone.
7.	The CA relays the call. Unlike other Relay calls, CAs may step outside of their neutral role to more actively facilitate communication, as needed.
8.	Upon request, the CA connects the TTY caller directly to the PSAP (TTY).
9.	The CA fills out an "Emergency Incident Form" which documents the call.
10.	In the rare case of an E911 routing error, the CA will fill out a technical "trouble ticket" for additional investigation.

Back up Procedures

Through their contract with Sprint, Relay North Dakota has access to an upgraded PSAP solution that has proven extremely accurate, resulting in few instances of PSAP routing errors. In many instances, two numbers are provided for each rate center. If one of the numbers fails, the second number is dialed. In the event that a valid number is not available, the CA will contact Directory Assistance for support.

CapTel Emergency Calling

When calling 911 using a one-line CapTel phone, the call is processed in the same way as a 911 call processed when using a standard telephone.

- The CapTel phone automatically converts to a Voice-Carry-Over (VCO) phone and dials 911 directly. (The CapTel Call Center is not engaged in processing 911 calls.)
- The CapTel phone will display the typed responses from the PSAP and the caller will use their voice to communicate with the PSAP.
- The user will be connected to the proper 911 Center in the least amount of time and the telephone number (ANI) will automatically be passed to the 911 Center.
- The 911 system renders the appropriate emergency response.

Two-Line CapTel Emergency Calling

Because Two-Line CapTel uses separate voice and data connections, it offers the most efficient way to access Emergency Services via 911 response Centers. The Two-Line CapTel user is connected directly to 911 on a standard voice connection. The captions are connected on the second line. This procedure means that the call is connected in the fastest time, to the most appropriate 911 Center every time, with a reliable voice grade connection and with full speed captions.

Training and Support Materials

Relay North Dakota CAs and Supervisors receive in-depth training on all emergency processes and procedures. This training is reinforced through on-going refresher training where Call Center staff must demonstrate knowledge and proficiency of Emergency processes and procedures.

Supervisors or Operations Administrators are available 24/7/365 to assist CAs when an emergency call occurs. CAs also have immediate access to call processing steps via an online help screen and position reference guide.

Variations

There are many things that can happen during an emergency call, which require immediate action outside traditional call processing. The following processes were established for many of these "variations" to guide CAs and the Call Center staff on how to proceed:

Caller Disconnects Before Connecting to 911 Center

If the inbound caller disconnects prior to being connected to 911, the Phoenix system will continue dialing to the PSAP/emergency call center. The CA or Supervisor will notify the PSAP Call Center of the premature disconnect and will provide any customer information that may assist the PSAP center in resolving the emergency.

If a customer calls into the TRS center, types "HELP GA" and hangs up, we will treat this as an Emergency call. Since the customer does not give an emergency service name, Sprint ALWAYS connects the caller to the POLICE. The CA will notify the Supervisor who, in turn, calls the police and passes on all known information about the call. The CA will also fill out an Emergency Incident Form as a record. The police will make the determination as to what kind of emergency it is and will dispatch the required emergency service.

Voice Emergency Calls

If a voice customer misdials 711 when actually they require assistance through 911, the CA will say to the inbound voice: **"*You have connected to a telephone relay service for the deaf and hard-of-hearing. If possible, you should hang up and dial 911. If not, we can attempt to connect you to a 911 center near your assigned telephone number, but there could be significant delay in getting assistance."***

When the voice caller does not disconnect, requests further assistance, and/or remains online for more than 5 seconds after the notification phrase is read the CA will attempt to complete the call to connect the caller to emergency services. The CA will inform the caller, " I am connecting your call to Emergency Services, one moment please."

A.5 STS Called Numbers

§64.604 (a)(5) STS called numbers. Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

Relay North Dakota offers the ability for STS users to maintain a record of regularly called names and telephone numbers. Relay North Dakota's speed dialing functionality (also known as frequently dialed numbers) allows Relay users to store up to 30 frequently called telephone numbers in their Customer Profile. This information, along with other preferences described below, will be transferred to any new STS provider.

When the STS user calls into the center, the user can simply provide the CA the "short-hand" name or code associated with that number instead of the entire 10-digit number. For example, a caller can simply request, "Please call mom," the STS CA will repeat the name and state the telephone number and then dial the associated ten-digit telephone number without delay.

§64.604 (6) Visual privacy screens/idle calls. A VRS CA may not enable a visual privacy screen or similar feature during a VRS call. A VRS CA must disconnect a VRS call if the caller or the called party to a VRS call enables a privacy screen or similar feature for more than five minutes or is otherwise unresponsive or unengaged for more than five minutes, unless the call is a 9–1–1 emergency call or the caller or called party is legitimately placed on hold and is present and waiting for active communications to commence. Prior to disconnecting the call, the CA must announce to both parties the intent to terminate the call and may reverse the decision to disconnect if one of the parties indicates continued engagement with the call.

Relay North Dakota does not provide, contract to provide, or oversee VRS services and is exempt from this section.

§64.604 (7) International calls. VRS calls that originate from an international IP address will not be compensated, with the exception of calls made by a U.S. resident who has pre-registered with his or her default provider prior to leaving the country, during specified

periods of time while on travel and from specified regions of travel, for which there is an accurate means of verifying the identity and location of such callers. For purposes of this section, an international IP address is defined as one that indicates that the individual initiating the call is located outside the United States.

Relay North Dakota does not provide, contract to provide, or oversee VRS services and is exempt from this section.

Technical Standards

B.1 ASCII and Baudot

§64.604 (b) Technical standards—(1) ASCII and Baudot. TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.

Relay North Dakota Service contracts with Sprint to provide Baudot (45.5 and 50), Turbocode, Enhanced Turbocode (E-Turbo) and all ASCII rates generally in use.

Upon a call being received at the CA position, TTY signals are automatically identified as Baudot, Turbocode or ASCII; if ASCII, the Baud rate is detected.

Outbound calls are dialed out in voice mode so that both the CA and hearing user (if applicable) can hear the progress of the call. If the phone is answered by a modem, the software will automatically switch to the appropriate mode of Baudot or ASCII based on the tone heard without intervention from the CA. If the call is answered by a voice person, the CA will request the text device if a voice user originated the call.

B.2 Speed of Answer

§64.604 (2) Speed of answer. (i) TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

Relay North Dakota contracts with Sprint, who currently has ten (10) TRS and CapTel centers across the U.S. Having access to this number of centers ensures adequate staffing for TRS and CapTel calls. Sprint samples the average answer time a minimum of every 15 minutes for each 24-hour period. Their Traffic Management Control Center (TMCC) is staffed with workforce analysts who understand call processes, call volumes, distribution patterns, contract requirements and call routing, thus ensuring exemplary service.

Sprint's Workforce Analysts develop staffing requirements for each center monthly, daily and in 15-minute increments. These center staffing lines are a management tool, which provides Workforce Analysts and each center with the following:

- Initial CA requirement for each 15-minute period of the day
- Total number of CAs scheduled for each-15 minute period
- The number of CAs over or under the requirement needed to meet forecast call volumes
- Daily, weekly, and monthly performance reports detailing speed-of-answer for each CA group and the CA utilization (occupancy) percentage. These reports are reviewed to ensure that Sprint is routing calls as efficiently as possible while meeting or exceeding customer expectations.
- Adjustments to the minimum staffing requirements can be made as needed to the 15-minute scheduling requirements based on unforeseen increases or decreases in call volumes.

§64.604 (b) (2) ((ii) TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten seconds begins at the time the call is delivered to the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

A requirement of the Relay North Dakota contract with Sprint is that 85% of all calls be placed within 10 seconds. "Speed of answer" identifies the number of seconds required to answer a call. Relay North Dakota's CapTel speed of answer meets or exceeds the FCC's requirement to answer 85% of all calls within ten (10) seconds.

Relay North Dakota expects that Sprint will continue to review TRS and CapTel data to determine trends, taking into account any call affecting issues such as weather, holidays or technical problems. Utilizing this information, Sprint develops a Network forecast for each upcoming scheduling week.

Sprint also reviews each center's results for the previous six-weeks, as well as anticipated changes in staffing levels to determine each center's capacity to handle forecasted calls. Once the forecast has been determined, Sprint ensures that total network traffic is accounted for by each of the centers.

By continually monitoring current capacity with regards to trunking, CA workstations, staffing and equipment lag time between anticipated need and actual need will be minimized.

§64.604 (b) (ii) (A) The call is considered delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility.

Relay North Dakota considers the call delivered when the Relay Center's equipment accepts the call from the LEC, and the public switched network actually delivers the call to the TRS Center.

Sprint furnishes the necessary telecommunications equipment, facilities, and system software for the complete TRS operation. Sprint is a certified Interexchange Carrier (IXC) in all 50 states.

Sprint's transmission circuits meet, and in most cases, exceed the ANSI T1.506-1990 Network Performance – Transmission Specifications for Switched Exchange Access Network standards.

§64.604 (b) (ii) (B) Abandoned calls shall be included in the speed-of-answer calculation.

Through its contract with Sprint, Relay North Dakota includes abandoned calls in its daily speed-of-answer performance calculations. ***§64.604 (b) (ii) (C) A TRS provider's compliance with this rule shall be measured on a daily basis.***

Sprint measures its compliance with average speed-of-answer times on a daily basis and reports this information to Relay North Dakota on a monthly basis.

§64.604 (b) (ii) (D) The system shall be designed to a P.01 standard.

Relay North Dakota through its TRS contract with Sprint, ensures that all relay call centers are provided with sufficient facilities and staffing to provide a Grade of Service (GOS) of P.01 or better for calls entering the call center switch equipment during the busiest hour. Sprint's Relay system ensures that an excess of 99.99 percent of all calls reach the call center and are answered or receive a ringing signal.

§64.604 (b) (ii) (E) A LEC shall provide the call attempt rates and the rates of calls blocked between the LEC and the TRS facility to relay administrators and TRS providers upon request.

Performance of inbound traffic on each North Dakota relay toll-free number where it enters the Sprint network or relay center facility is measured continuously and reported both daily and monthly. These measurements, which include traffic volume and blockage data, are compiled into a monthly report available to the state.

§64.604 (b) (iii) Speed of answer requirements for VRS providers are phased-in as follows: by January 1, 2006, VRS providers must answer 80% of all calls within 180 seconds, measured on a monthly basis; by July 1, 2006, VRS providers must answer 80% of all calls within 150 seconds, measured on a monthly basis; and by January 1, 2007, VRS providers must answer 80% of all calls within 120 seconds, measured on a monthly basis. Abandoned calls shall be included in the VRS speed of answer calculation.

Relay North Dakota does not oversee VRS services, does not contract with a VRS provider to provide VRS services to customers, and is exempt from this section.

B.3 Equal Access to Interexchange Carriers

§64.604 (b) (3) Equal access to interexchange carriers. TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.

Relay North Dakota TRS and CapTel users have equal access to their chosen inter-exchange carrier through Relay to the same extent access is provided to voice users.

TRS and CapTel users are encouraged to register their preferred Carrier-of-Choice with Customer Service. Users who have not registered their preferred Carrier-of-Choice are encouraged to contact the toll-free telephone support (Customer Service) to complete their registration. All new CapTel phones come with a Carrier-of-Choice card packaged with the equipment. Users are responsible for filling out the card or contacting CapTel Customer Service to receive the benefits of registering their Carrier-of-Choice preferences for CapTel calls.

Voice-in users calling CapTel users are also notified that their call may incur long distance charges. After connecting to the CapTel voice-in Voice Response Unit (VRU) and entering the phone number of the CapTel user they wish to call, they may receive a verbal announcement stating that their call may include long distance charges.

Relay North Dakota relies on Sprint to provide its Relay customers with both the technical and operational capability to send and receive COC calls to and from other providers. Sprint's network has the capability to permit users to select the IXC or LEC of their choice in accordance with State and Federal law.

Sprint provides the necessary network connections and signaling information in compliance with the standards accepted by the Alliance for Telecommunications Industry Solutions (ATIS) titled "ATIS-0300084, Telecommunications Relay Service" (July 2006) for carriers to accurately bill and rate Relay calls. Sprint routes calls to the designated carrier in as efficient a manner as possible. Sprint includes the identification of the call as a Relay call, the end user calling number, the called number, and additional information describing the nature of the calling line (e.g., payphone, etc.) Calls not requiring operator assistance are routed to the carrier's non-operator switch. Calls involving alternate billing (e.g., card, collect, third party) involve the operator services position of the carrier. Again, Sprint provides as much information as possible to the operator services position of the transport carrier through network signaling. Efficient provision of routing to the carrier minimizes the call set-up time associated with the Relay call.

Sprint encourages all Carriers to participate in its Carrier of Choice ("COC") program. When the requested Carrier is not a COC participant, Sprint Relay has established a procedure where the Carrier is notified, verbally and in writing, of its obligation to provide access to relay users and encourage their participation.

Outlined below is the process used by CAs to process Carrier-of-Choice calls and subsequent instructions to relay callers:

- Sprint Relay CA answers the call
- The caller provides the toll-call information.
- The caller provides preferred Carrier information either registered in the user database or for a specific call.
- If the preferred Carrier is not available through the Relay, the CA informs the caller with the standard phrase:

"I AM SORRY (carrier) DOES NOT ALLOW (billing method) CALLS OVER THEIR NETWORK."

- The user may choose to have another Carrier handle the call. Sprint Relay then informs the unavailable Carrier of its obligation to provide access through the Relay Service.
- The CA outdials the call utilizing the preferred Carrier. If no Carrier is specified, the call will be carried over the Sprint network.
- The called-party answers the call. The CA relays the COC call between the caller and the called-party.

Sprint currently has 240 carriers participating in the Sprint Relay's TRS Carrier-of-Choice program. Participation of Carriers in North Dakota is dependent on whether carrier is authorized to provide service in Relay North Dakota and connectivity to the Sprint Access Tandem. Currently the list of providers in the state include:

10-10-220 Telecom USA
10-10-321 Telecom USA
10-10-502 WorldxChange
10-10-636 Clear Choice
10-10-752 EXCEL
10-10-811 Vartec
10-10-834 WorldxChange
10-10-987
AT&T
All Others
Birch Telecom/Ionex Comm.
Broadwing Communications
Broadwing Telecom
CP Telecom
Global Crossing
LDDS
MCIWorldCom
McLeod USA
Metromedia
Midcontinent Communications
Nemont LD
OPEX LD
QWest
SBC Long Distance
Souris River Telephone
Sprint
Touch America
Verizon LD
Wiltel
Working Assets
WorldCom

Please see Appendix D for a copy of the COC invitational letter sent to carriers.

B.4 TRS Facilities

§64.604 (b)(4) TRS facilities. (i) TRS shall operate every day, 24 hours a day. Relay services that are not mandated by this Commission need not be provided every day, 24 hours a day, except VRS.

Relay North Dakota and Sprint Relay Customer Service are both available 24 hours a day, every day of the year for all TRS services. Relay North Dakota, through Sprint, utilizes both Uninterruptible Power Supply (UPS) and backup power generators to ensure that the relay centers have uninterrupted power even in the event of a power outage. UPS is used only long enough for the backup power generators to come on line – a matter of minutes. The backup power generators are supplied with sufficient fuel to maintain operations for at least 24 hours. CapTel Relay Services are also available 24 hours a day, seven days a week.

§64.604 (b)(4) (ii) TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.

Relay North Dakota contracts with Sprint's Relay centers, which are equipped with an Uninterruptible Power Supply (UPS), generator, and sufficient fuel to provide power for 24-hours following a power failure. These back-up power systems can continue to provide power beyond 24-hours as long as fuel is readily available.

Working in parallel with the UPS is Sprint's Intelligent Call Router, which instantly recognizes a problem anywhere in the Sprint Relay system and routes the calls to other operating call centers. Relay North Dakota customers will be unaware of any system fault.

In the event of a power outage, the UPS provides seamless power transition while the emergency generator is brought on line. During this transition of less than a minute, power to all the basic equipment and facilities for the center operation is maintained. This includes the switch system and its peripherals, switch room environment (air conditioning and heating in the computer room), CA positions (including consoles/terminals), emergency lighting, system alarms and Call Detail Record (CDR) recording. As a safety precaution, the fire suppression system is not electrically powered in case of a fire during a power failure. Once the back-up generator is on line, stable power to all relay system equipment and facility environmental control is established and maintained until commercial power is restored..

All of the system preventive maintenance functions can be performed on-line, with no effect on call processing. In addition, on-line and off-line diagnostic routines will identify system faults or failures to the individual board level. Diagnostic procedures are continually processed by the switching system software to detect defective components before they are used. Manual on-line diagnostics can be launched at any time from the maintenance and administrative terminal located with the unit without affecting call processing, calls in progress or calls waiting to be answered. The maintenance and administrative terminal includes keyboard, screen and printer capabilities.

Please see Sprint's Disaster Recovery Plan and the Network Support Plan in Attachment E.

§64.604 (b)(4)(iii) A VRS CA may not relay calls from a location primarily used as his or her home.

Relay North Dakota does not oversee VRS services, does not contract with a VRS provider to provide VRS services to customers, and is exempt from this section.

§64.604 (b)(4)(iv) A VRS provider leasing or licensing an automatic call distribution (ACD) platform must have a written lease or license agreement. Such lease or license agreement may not include any revenue sharing agreement or compensation based upon minutes of use. In addition, if any such lease is between two eligible VRS providers, the lessee or licensee must locate the ACD platform on its own premises and must utilize its own employees to manage the ACD platform.

Relay North Dakota does not oversee VRS services, does not contract with a VRS provider to provide VRS services to customers, and is exempt from this section.

B.5 Technology

§64.604 (b)(5) Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. TRS facilities are permitted to use SS7 technology or any other type of similar technology to enhance the functional equivalency and quality of TRS. TRS facilities that utilize SS7 technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR 64.1600 et seq.

Relay North Dakota through Sprint, is in full compliance with 47 CFR §64.1600 et seq. of the FCC's Rules for providing SS7 capability.

In order to achieve functional equivalence, Relay North Dakota will continue to provide Caller ID service through SS7 signaling where the 10-digit number of the calling party is passed through to the called-party for local and long-distance calls. Relay North Dakota receives calling party identifying information including blocking information, from all relay users. Sprint's Caller ID SS7 solution includes receiving the privacy bit information from the inbound Relay caller as well as other SS7 call information elements such as:

- Calling Party Number
- Charge Number
- Originating Line Information
- Sprint passes through the calling party information (rather than 711 or the number of the Relay Center)

State-of-the-Art Technology

As the provider of relay services for the State of North Dakota, Sprint offers several enhanced features to improve the telecommunications access of STS relay users. These advanced features include:

- Message Retention (up to 24 hours)
- STS Called Numbers

- Privacy Option
- STS Contact Information
- STS Email Call Set-up
- STS with Voice Carry Over
- Specialized STS Customer Service (including Training Line)
- Wireless Access - STS (*787)

Wireless Access – STS (*787)

Sprint is excited to announce the first wireless short-code solution for STS users. Beginning in early 2012, Sprint wireless customers have been able to dial *STS (i.e., *787) to reach a Speech to Speech CA quickly and easily from anywhere in the nation. All callers who are physically located within the state will automatically be connected to a Speech-to-Speech CA. This service is available to both callers with and without a speech disability, who need to place a STS call. Voice callers needing to place a call to a STS user may also use this service.

When North Dakota TRS customers travel outside of the state, callers will automatically connected to STS based on their physical location. If they are in a state where Sprint is the Relay provider, the caller is connected to the State's STS service. If not, callers are automatically transferred to Sprint's interstate STS service, where they will be able to place interstate calls only. This exciting new enhancement grants additional mobility and flexibility for STS users.

STS Message Retention

In addition, Sprint has expanded its Customer Profile to allow STS users to retain messages for up to 24 hours. The STS user may dictate the first message to be read to the called party. This feature allows the STS user to request that this initial message be retained in the Relay system for up to 24 hours. This is especially helpful if the STS user needs to leave a message and the line is busy. If the called party is unavailable (e.g. busy signal, no answer), the STS user may request that the STS message be retained. Over the next 24 hours, the STS user can redial their state STS and request that the call be attempted without delay. At the end of 24 hours, the message is automatically deleted from the Customer's Profile.

STS Called Numbers

Sprint will continue to offer the ability for STS users to maintain a record of regularly called names and telephone numbers. Sprint's speed dialing functionality (also known as frequently dialed numbers) allows Relay users to store up to 30 frequently called telephone numbers in their Customer Profile. This information, along with other preferences described below, will be transferred to any new STS provider.

When the STS user calls into the center, the user can simply provide the CA the "short-hand" name or code associated with that number instead of the entire 10-digit number. For example, a caller can simply request, "Please call mom," and the STS CA will dial the associated ten-digit telephone number without delay.

Please see the graphic below for the written Customer Profile form, which encourages STS users to register speed dial entries.

Frequently Dialed Numbers (Speed Dial for Non-Emergency Calls):

Note: Limit 30 characters per name

	Name	Area Code & Phone Number
1		
2		
3		
4		
5		

*If you need to add more information, go to the **Additional Information** section on the page 3.*

STS with Privacy Option

Sprint offers STS users the ability to communicate without the CA hearing the voice party. If this option is selected, the CA simply listens to the voice of the STS user and repeats messages according to the STS users' preference.

STS Contact Information

Communicating telephone numbers may be difficult for some STS users. This feature allows STS users to simply advise friends, family and others to dial 7-1-1 to reach them. Once connected, the person can simply provide the STS user's name to the STS CA. The STS CA will use the STS user's profile information provided for this purpose to connect to the STS user based on the registered STS user's hours and days of availability. In this manner the inbound caller can be connected with the STS user at their location.

Emergency Numbers

In most emergency situations, STS callers dial 9-1-1 first for emergency help. However, this may be especially challenging for STS users. STS users also have the ability to list up to ten additional emergency phone numbers in their Customer Profile. Contacts such as a doctor's office, the local/state poison control center and the local hospital are used for this purpose.

B.6 Caller ID

§64.604 (b) (6) Caller ID. 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.

Relay North Dakota, through their contract with Sprint, provides true Caller ID service through SS7 signaling where the 10-digit number of the calling party is passed through to the called-party for

local and long distance calls. Sprint will receive calling party identifying information including blocking information, from all TRS users.

Customer Control

With Sprint's TRS Caller ID, the Relay user is in control. Relay users with this feature are able to disable or block their Caller ID information from being transmitted with their LEC on either a 'per-call' or a 'per-line' basis.

The TRS user can view the calling party's information before picking up the phone. The Relay user can then decide whether or not to answer the call based on the name and number displayed on the Caller ID unit or their telephone display screen.

With Sprint's Caller ID, there are numerous benefits for TRS users, including:

- Increased privacy
- Documentation of calls received
- A count of incoming calls on the display screen
- Phone numbers of hang-up callers
- Prompt emergency call processing

When Caller ID information is not passed through, as with standard telecommunications, the call recipient will receive a message such as "Out of Area" or "Caller Unknown."

Technology

Sprint Relay offers True Caller ID for all local and long distance calls to Carriers who have SS7 connectivity with Sprint. Sprint's SS7 network interfaces with all national long distance Carriers and major LECs, CLECs, and ILECs.

Sprint's Caller ID SS7 solution includes receiving the privacy bit information from the inbound Relay caller as well as other SS7 call information elements such as: the Calling Party Number, Charge Number and Originating Line Information. Sprint passes through the calling party information (rather than 711 or the number of the TRS Center).

Caller ID Enhancements

Many Caller ID enhancements are compatible with the Relay service and can be accessed by TRS users.

Selective Call Acceptance

Selective Call Acceptance allows a user to create a list of phone numbers so that the user will receive only calls from numbers on that list. All other callers will be directed to an announcement that says "The number you have dialed is not accepting calls at this time." If this recording is reached by Relay, it will be typed or spoken to the inbound caller. When Selective Call Acceptance is in effect, it supersedes all other enhanced features.

Selective Call Rejection

Selective Call Rejection enables the user to create a list of special phone numbers so that when a call is received from that number, the call will be rejected. If this recording is reached by Relay, it will be typed or spoken to the inbound caller.

Selective Call Forward

Selective Call Forward enables the user to create a list of special phone numbers so that when a call is received from someone on that list, the call will be forwarded to a designated number.

Privacy ID (Anonymous Call Rejection)

Privacy ID, also known as Anonymous Call Rejection, allows users to restrict incoming calls from parties who have blocked their Caller ID information. If the name or number of the person that calls you is unknown, the caller hears a recorded message, such as:

"The person you are calling does not accept blocked or unknown calls. At the tone, please say your name or company name and your call will be connected."

This information will be typed or voiced to the originating caller. If the calling party wishes to leave their name, it will be left by the CA. The called party, if hearing, may listen to the recording and choose an option to answer, block or send to voice mail. Realizing that not all users will be able to hear this recording by the calling party, some companies have implemented additional enhancements outlined below:

Instant Access List (Preferred Caller List)

Users may designate a list of up to 10 numbers that can bypass the Sprint Privacy ID function. If a caller's number displays while their name doesn't, adding their number to this list will let their calls through.

Caller's Access Code

Caller's Access Code allows a user to designate an override code for Privacy ID. The user may share this code with friends and family, as desired. When the calling party calls, they may choose to enter a code during the intercept greeting to bypass the Privacy ID screening so their call will go through. This works great for friends and family who frequently call from areas where Caller ID is not available.

Functional Standards

C.1 Consumer Complaint Logs

§64.604 (c)(1)(i) States and interstate providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. (ii) Beginning July 1, 2002, states and TRS providers shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the Commission by July 1 of

each year. Summaries of logs submitted to the Commission on July 1, 2001 shall indicate the number of complaints received from the date of OMB approval through May 31, 2001.

Relay North Dakota has established policies regarding complaints, inquiries, comments and commendations related to Relay Services and personnel. Upon receipt of a direct complaint filed by a customer, a designated representative will accept the complaint, provide the customer with information regarding the process for resolution and will offer to follow-up with the customer. Sprint ensures that all records will include the name and/or address of the complainant (when offered), the date received, the CA identification number, the nature of the complaint, and the result of any investigation and the date of resolution.

Relay North Dakota works closely with their TRS provider (Sprint) to identify contact particulars such as: consumer type (TTY, VCO, HCO, Voice or Speech-to-Speech), customer contact information (when given), CA identification numbers, the call handling center and over forty-five contact categories including: complaints, inquires and unsolicited commendations.

Sprint submits reports detailing the information above. Each report will include the following information:

- Name of the complainant or commendation
- The date of the contact, complaint or compliment
- The nature of the complaint or comment
- The action taken i.e. technical support, service explanation, CA development area, preparation of commendation

All contacts and complaints received by Customer Service, Supervisors, and Account Management will be documented in Sprint's customer contact database.

Customer Contacts Online Database (CCOD)

To further support the complaint resolution process, Sprint has developed a Customer Contact Online Database (CCOD), which serves as a seamless and timesaving device for documenting customer contacts.

The CCOD will automatically notify the TRS Sprint program manager assigned to the State of North Dakota via email of any complaint entry, ensuring that they receive timely notification of consumer concerns. The CCOD will track consumer contact information as required by the FCC

By approximately June 15th of each calendar year, Sprint submits a copy of 12-month complaint log report for the period of June 1- May 31 to the State relay administrators. Relay North Dakota reviews the log and then passed the complaint log to the FCC by July 1st of each year.

See Appendix I for copies of the last five years of Relay North Dakota complaints and commendations that have been submitted to the FCC.

C.2 Contact Persons

§64.604 (c)(2) Contact persons. Beginning on June 30, 2000, State TRS Programs, interstate TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intrastate TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following: (i) The name and address of the office that receives complaints, grievances, inquiries, and suggestions; (ii) Voice and TTY telephone numbers, fax number, e-mail address, and web address; and (iii) The physical address to which correspondence should be sent.

Relay North Dakota callers may file intrastate complaints and commendations regarding Relay North Dakota services through the following contacts:

Account Manager Name: Emma Danielson
Address: 2055 W. Iles Avenue, Suite D, Springfield, IL 62704
Web Address: www.sprintrelay.com
E-mail: emma.danielson@sprint.com
TTY: 877.698,5520
Fax: 866.410.4260
Voice: 217 698 4031
VP: 217 953 0858

Contract Administrator Name: Roxy Ennen
Address: 600 E. Boulevard Avenue, Bismarck, ND 58505
E-mail: rennen@nd.gov
Web Address: www.relaynorthdakota.com
Fax: 701-328-3000
Voice: 701-328-2300

C.3 Public Access to Information

§64.604 (3) Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct, not later than October 1, 2001, ongoing education and outreach programs that publicize the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.

Relay North Dakota understands and does comply. Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions Carriers, through publication in their directories, billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, do assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS do extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services did conduct ongoing education and outreach programs that publicized the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible via the Illinois Relay Service outreach program.

Examples of such outreach include: the Relay North Dakota website (www.relaynorthdakota.com), Relay North Dakota TRS information in directories and brochures explaining the service.

C.4 Rates

§64.604 (4) Rates. TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination

Relay North Dakota users are not charged more for services than for those charges paid by standard "voice" telephone users. TRS users, who select Sprint as their interstate carrier, will be rated and invoiced by Sprint. The caller will only be billed for conversation time. Those users, who select a preferred interstate carrier via the Relay North Dakota COC list, will be rated and invoiced by the selected interstate carrier.

By FCC jurisdiction, Sprint has two separate Message Telephone Service rates – one for interstate and one for intrastate. The table below exhibits the discounted rates off Sprint's Message Telephone System (MTS) rates.

	Intrastate	**Interstate**
Day (7 AM – 6:59 PM)	35%	50%
Evening (7 PM – 10:59 PM)	25%	50%
Night/weekend (11 PM – 6:59 AM; all day Saturday & Sunday)	10%	50%

C.5 Jurisdictional Separation of Costs

§64.604 (5) Jurisdictional separation of costs—(i) General. Where appropriate, costs of providing TRS shall be separated in accordance with the jurisdictional separation procedures and standards set forth in the Commission's regulations adopted pursuant to section 410 of the Communications Act of 1934, as amended (ii) Cost recovery. Costs caused by interstate TRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism. Except as noted in this paragraph, with respect to VRS, costs caused by intrastate TRS shall be recovered from the intrastate jurisdiction. In a state that has a certified program under §64.605, the state agency providing TRS shall, through the state's regulatory agency, permit a common carrier to recover costs incurred in providing TRS by a method consistent with the requirements of this section. Costs caused by the provision of interstate and intrastate VRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism.

All Relay North Dakota intrastate and interstate minutes are reported separately to the state on the Sprint invoice. The interstate and international minutes are reimbursed by the TRS Interstate Fund. The local and intrastate minutes are reimbursed by the State. On individual customer invoices, Sprint deducts minutes for which the Rolka Loube Saltzer Associates (RLSA), the Interstate Telecommunications Relay Services (TRS) Fund (Fund) administrator, reimburses. These deductible minutes are associated with these call types: Interstate, International, Interstate Directory Assistance, Toll Free and 900. In accordance with FCC rules, states only receive a 51% deduction for Toll Free and 900 minutes for which RLSA reimburses. For RSLA reimbursement, Sprint uses a cumulative report of eligible customers to calculate its monthly reimbursement request. An invoice and supporting documents are sent monthly to RSLA for reimbursement.

- All North Dakota relay intrastate and interstate minutes are reported separately and distinctly to the state on the Sprint invoice. The interstate and international minutes are reimbursed by the TRS Interstate Fund. The local and intrastate minutes are reimbursed by the State. On individual customer invoices, Sprint deducts minutes that the National Exchange Carrier Association (NECA) would reimburse. These deductible minutes are associated with these call types: Interstate, International, Interstate Directory Assistance, Toll Free and 900. In accordance with FCC rules, States receive only a 51% deduction for Toll Free and 900 minutes since this is what NECA would reimburse. For NECA reimbursement, Sprint uses a cumulative report of eligible customers to calculate its monthly reimbursement request. An invoice and supporting documents are sent monthly to NECA for reimbursement.

- All North Dakota Relay intrastate and interstate minutes are reported separately and distinctly to the state on the Sprint invoice. The interstate and international minutes are reimbursed by the TRS Interstate Fund. The local and intrastate minutes are reimbursed by the State.
- State Legislation found in Appendix H..

Telecommunications Relay Fund

§64.604 (c)(5)(iii) through §64.604 (c)(iii)((M) does not pertain to State programs. However, the state of North Dakota contracts with Sprint who contribute and collect interstate funds through RLSA. It is the State's understanding that Sprint complies with the appropriate mandates under this section.

§64.604 (c) (7) (N) (1-4) pertain to VRS providers. The State of North Dakota does not provide VRS services, does not contract to provide VRS services and is exempt from this section..

C.6 Complaints

§64.604 (6) (i) Referral of complaint. If a complaint to the Commission alleges a violation of this subpart with respect to intrastate TRS within a state and certification of the program of such state under §64.605 is in effect, the Commission shall refer such complaint to such state expeditiously. (ii) Intrastate complaints shall be resolved by the state within 180 days after the complaint is first filed with a state entity, regardless of whether it is filed with the state relay administrator, a state PUC, the relay provider, or with any other state entity.

Relay North Dakota works in conjunction with the TRS provider, Sprint, to establish a complaint resolution procedure to ensure complaints are resolved within 180 days of filing. If the complaint concerns a specific CA, an Operations Supervisor follows up and resolves the complaint. The role of the supervisor is to:

- Accept all types of complaints, issues and comments.
- Handle all service type complaints.
- Resolve complaints with Communication Assistants.
- Follow up with customers if requested by the customers.

If the complaint concerns a specific technical issue, a trouble ticket is filed and the ticket number is documented on the customer contact form. The ticket will be investigated and resolved by an on-site technician. The state-assigned Relay Program Manager is responsible for tracking all technical complaints and following-up with customers on resolutions.

If a miscellaneous complaint is filed with customer service, a copy is faxed to the appropriate Relay Program Manager for resolution and follow-up with the customer. Relay North Dakota customers also have the option of calling Sprint's 24-hour Customer Service department (1-800-676-3777), the Sprint Relay Program Manager or the State of North Dakota Information Technology Department to file complaints or commendations.

Relay North Dakota has adopted the informal FCC procedure of closing all complaints, complete with a satisfactory resolution, within 180 days of the date the complaint was filed. Relay North Dakota submits all complaints from June 1-May 31st to the FCC by the annual July 1st deadline. To see copies of the Complaint Log Summaries from 2008 through 2012, please refer to Appendix J.

C.7 Treatment of TRS Customer Info

(7) Treatment of TRS customer information. Beginning on July 21, 2000, all future contracts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data

must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.

Relay North Dakota through Sprint's Customer Preference Database, includes type of call, billing information, speed dialing, slow typing, carrier of choice, emergency numbers, blocked outbound numbers, language type (English, Spanish, ASL) and call notes in customers' profiles. At the end of the ensuing contract(s) Sprint will transfer all TRS database records to the next incoming relay provider, at least 60 days prior to the last day of service, in a usable format.

Sprint does not use customer information for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Sprint will not be sell, distribute, share or reveal in any other way by the relay center or its employees, unless compelled to do so by lawful order.

§64.606 State Certification

3(b)(1) Requirements for state certification. After review of state documentation, the Commission shall certify, by letter, or order, the state program if the Commission determines that the state certification documentation: (i) Establishes that the state program meets or exceeds all operational, technical, and functional minimum standards contained in §64.604; (ii) Establishes that the state program makes available adequate procedures and remedies for enforcing the requirements of the state program, including that it makes available to TRS users informational materials on state and Commission complaint procedures sufficient for users to know the proper procedures for filing complaints; and (iii) Where a state program exceeds the mandatory minimum standards contained in §64.604, the state establishes that its program in no way conflicts with federal law.

The ND state telephone relay service program is designed to provide telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Relay ND is available 24 hours a day, 365 days a year, with no restrictions on the number of calls placed or on the length of the call. We monitor the federal requirements and implement all mandated functions plus many supplemental features.

ITD certifies that it has and will continue to comply with the ADA's standard relay guidelines and will oversee its current TRS provider, Sprint, to ensure that all requirements are met.

ITD implemented the State's TRS program, which provides specialized telecommunications services and equipment to the communications impaired in July of 1993. The program was established by contracting with Sprint to be the relay provider. ITD develops rules, policies, and procedures to govern the administration of the program. ITD imposes a surcharge to every telephone access line and radio communications line in the state. The telephone access and radio communications line providers collect the fee monthly from their users and submit the amount, less 5% for administrative expenses, to ITD each quarter. These moneys are used to pay Sprint

Contract, Outreach Program and also to fund a specialized telecommunications equipment program. The Interagency Program for Assistive Technology (IPAT) with the Department of Human Services administers this program. They accept applications from individuals who are communications impaired and determine their eligibility for receiving specialized equipment. For the upcoming fiscal year ITD will submit a budget of $250,000 each year to Department of Human Services (IPAT) to fund this program. ITD prepares a budget each year and submits it to the Public Service Commission, who in turn establishes the surcharge for the upcoming year. The fiscal year is July through June.

North Dakota does not provide Video Relay Services or Internet Relay Services for the State of North Dakota. Although there are references to Sprint Relay IP and Sprint Relay VRS services, North Dakota does not contract to provide these services, nor does North Dakota oversee these services for the State of North Dakota.

Relay North Dakota was approved for TRS Certification Renewal by the FCC in 2008. For a copy of this letter, please see Appendix L.

§64.606(f) Notification of substantive change. (1) States must notify the Commission of substantive changes in their TRS programs within 60 days of when they occur, and must certify that the state TRS program continues to meet federal minimum standards after implementing the substantive change.

There have been no substantive changes to the TRS program since the last TRS recertification renewal process.

Appendix A:

FCC TRS Public Notice

July 25, 2012

PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: http://www.fcc.gov
TTY: 1-888-835-5322

DA 12-1187
July 25, 2012

CONSUMER AND GOVERNMENTAL AFFAIRS BUREAU REMINDS STATE TELECOMMUNICATIONS RELAY SERVICE PROGRAMS TO SEEK RECERTIFICATION

CG Docket No. 03-123

This Public Notice alerts states and territories that the certifications that they now hold for the provision of telecommunications relay services (TRS) will expire on July 26, 2013.[1] Under the Federal Communications Commission's (Commission's) TRS regulations, each state or territory may file an application for "renewal" of its certification one year prior to expiration, *i.e.*, beginning on July 26, 2012.[2] Although there is no prescribed deadline for filing, we request that renewal applications be filed no later than October 1, 2012, to give the Commission sufficient time to review and rule on the applications prior to the expiration of the existing certifications.

Congress created the TRS program in Title IV of the Americans with Disabilities Act of 1990 (ADA),[3] codified at Section 225 of the Communications Act of 1934, as amended (Act).[4] TRS enables persons with hearing and speech disabilities to access the telephone system to communicate with other individuals.[5] Under the Act, the Commission must ensure the provision of TRS that is functionally

[1] As amended by Section 103(a) of the Twenty-First Century Communications and Video Accessibility Act of 2010 (CVAA), TRS is defined as "telephone transmission services that provide the ability for an individual who is deaf, hard of hearing, deaf-blind, or who has a speech disability to engage in communication by wire or radio with one or more individuals, in a manner that is functionally equivalent to the ability of a hearing individual who does not have a speech disability to communicate using voice communication services by wire or radio." Pub. L. No. 111-260, 124 Stat. 2751, *technical amendments*, Pub. L. No. 111-265, 124 Stat. 2795 (Oct. 8, 2010) § 103(a), codified at 47 U.S.C. § 225(a)(3). *See also Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, 19 FCC Rcd 12475, 12479, ¶ 3 n.18 (2004) (describing how a traditional TRS call works).

[2] 47 C.F.R. § 64.606(c)(1). Since 1993, the Commission has granted states certification to operate their own TRS programs in five year increments. The Consumer and Governmental Affairs Bureau, under delegated authority, issued its last round of certification grants in July 2008.

[3] Pub. L. No. 101-336, 104 Stat. 327 (July 26, 1990).

[4] 47 U.S.C. § 225.

[5] 47 U.S.C. § 225(a)(3).

equivalent to voice telephone service.[6] The Commission's TRS regulations set forth mandatory minimum standards that TRS providers must follow to meet this functional equivalency mandate.[7]

Under Section 225, states wishing to establish their own TRS programs for the provision of intrastate and interstate TRS over the public switched telephone network may receive Commission certification to do so.[8] All certified state TRS programs are required to provide traditional (TTY-based) TRS, interstate Spanish language traditional TRS, and Speech-to-Speech relay (STS) service.[9] States may also offer captioned telephone relay service (CTS). States seeking renewal of their certification must include information about each of these services in their applications so that the Commission can ensure that the provision of these services is consistent with its rules and that the state is exercising responsibility for oversight of these services.[10]

Specifically, in order to obtain certification, a state must submit documentation to the Commission that describes its relay program and include its procedures and remedies for enforcing any requirements that the program may impose.[11] In addition, a state must establish that its program makes available to TRS users informational materials on state and Commission complaint procedures sufficient for users to know the proper procedures for filing complaints.[12] The Commission's TRS regulations explain that documentation should be submitted in narrative form, and that the Commission shall give the public notice of such applications.[13]

The state certification process is intended to ensure that TRS is provided in a uniform manner throughout the United States and territories. Applications for certification will be reviewed to determine whether each state TRS program has sufficiently documented that it meets or exceeds all of the applicable operational, technical and functional mandatory minimum standards set forth in section 64.604 of the Commission's rules.[14] If the program exceeds the mandatory minimum standards, the state must establish

---

[6] 47 U.S.C. § 225(a)(3).

[7] *See* 47 C.F.R. §64.604.

[8] Although state TRS programs may offer interstate as well as intrastate TRS, only the costs associated with the provision of intrastate TRS are recovered from the state. *See* 47 U.S.C. §225(d)(3). States with certified TRS programs may allow TRS providers operating under their programs to recover such costs by a method consistent with the jurisdictional separation of costs requirements of Section 225. *See id.* Costs associated with the provision of interstate TRS are recovered from subscribers of interstate and Voice over Internet Protocol (VoIP) service, and such providers are reimbursed through the TRS Interstate Fund. *Id.* In October 2011, the Commission adopted rules to implement Section 103(b) of the CVAA, requiring interconnected and non-interconnected VoIP service providers to participate in and contribute to the TRS Fund. *See* CVAA § 715; 47 U.S.C. § 616; *Contributions to the Telecommunications Relay Service Fund*, CG Docket No. 11-47, Report and Order, 26 FCC Rcd 14532 (2011).

[9] *See* 47 C.F.R. § 64.603.

[10] Since 2003, CTS has been a non-mandatory type of TRS that is eligible for compensation from the states for intrastate calls and from the Interstate TRS Fund for interstate or IP-based CTS calls. *Telecommunications Relay Services, and Speech-to-Speech Services for Individuals with Hearing and Speec*h *Disabilities*, CC Docket No. 98-67, Declaratory Ruling, 18 FCC Rcd 16121 (2003). If a state does not offer CTS, it need not submit documentation in its certification application pertaining to this service.

[11] 47 U.S.C. § 225(f); 47 C.F.R. § 64.606(a).

[12] 47 C.F.R. § 64.606(b)(1)(ii).

[13] 47 C.F.R. § 64.606(a).

[14] 47 U.S.C. § 225(f)(2)(A). See 47 C.F.R. § 64.604.

that the program does not conflict with federal law.[15] In addition, applications will be reviewed to ensure that each state TRS program makes available adequate procedures and remedies for enforcing the requirements of each state's program.[16]

PROCEDURES FOR FILING: All filings must reference CG Docket No. 03-123 and be captioned "TRS State Certification Application."

Electronic Filers: Filings may be filed electronically using the Internet by accessing the Commission's electronic comment filing system (ECFS): http://apps.fcc.gov/ecfs//. Follow the instructions provided on the website for submitting electronic filings. For ECFS filers, in completing the transmittal screen, filers should include their full name, U.S. Postal service mailing address, and **CG Docket No. 03-123**.

Paper Filers: Parties who choose to submit by paper must submit an original and one copy of each filing. To expedite the processing of the applications, parties submitting by paper are encouraged to submit an additional copy to Attn: Dana Wilson, Federal Communications Commission, Consumer and Governmental Affairs Bureau, 445 12th Street, SW, Room 3-C418, Washington, DC 20554 or by email at Dana.Wilson@fcc.gov. Parties should also submit electronic disk copies of their certification filing. The electronic media should be submitted in "read-only" mode and must be clearly labeled with the state's name, the filing date and captioned "TRS Certification Application."

Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. All hand-delivered or messenger-delivered paper filing for the Commission's Secretary must be delivered to FCC Headquarters at 445 12th Street, SW, Room TW-A325, Washington, DC 20554. The filings hours are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of *before* entering the building.

Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express Mail, and Priority Mail must be addressed to 445 12th Street, SW, Washington, DC 20554.

[15] *See* 47 C.F.R. § 64.606(b)(1)(iii).

[16] 47 U.S.C. § 225(f)(2)(B).

SUMMARY OF STATE TRS PROGRAM CERTIFICATION TIMELINE

DATE	ITEM	FCC ACTION
Beginning July 2012	Commission issues Public Notices seeking comment on state TRS applications that have been filed.	Comments are due within 30 days of release of the Public Notices; reply comments are due within 15 days thereafter.
July 2012 – May 2013	Commission reviews applications for TRS recertification for compliance with 47 C.F.R. §§ 64.604 and 64.606.	If necessary, Commission sends deficiency letters requesting additional information from states to confirm compliance with the TRS mandatory minimum standards and other certification requirements.
May - July 2013		Commission issues Public Notices and Letter Orders of certification renewals.

ADDITIONAL INFORMATION

A copy of this *Public Notice* and related documents are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, SW, Room CY-A257, Washington, DC 20554. These documents also may be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc. (BCPI), Portals II, 445 12th Street, SW, Room CY-B402, Washington, DC 20554. Customers may contact BCPI at their web site: www.bcpiweb.com or by calling (202) 488-5300. Filings also may be found by searching on the Commission's Electronic Comment Filing System (ECFS) at http://apps.fcc.gov/ecfs// (insert CG Docket No. 03-123 into the Proceeding block).

To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an e-mail to fcc504@fcc.gov or call the Consumer and Governmental Affairs Bureau at (202) 418-0530 (voice), (202) 418-0432 (TTY). This *Public Notice* also can be downloaded in Word or Portable Document Format (PDF) at: http://transition.fcc.gov/cgb/dro/trs.html.

For further information regarding this *Public Notice*, please contact Dana Wilson, Consumer and Governmental Affairs Bureau, Disability Rights Office, at (202) 418-2247 (voice), (202) 418-2297 (TTY), or e-mail at Dana.Wilson@fcc.gov.

Appendix B:

Sprint TRS, STS, CapTel Training Outlines

Appendix B: Sprint Training of CAs

TRS TRAINING SCHEDULE		
DAY 1	Welcome Packet/Important Numbers/Confidentiality Forms Building Tour, Lockers, Keycard check, Login Numbers Training Goals and Expectations What is Relay? Video: Making the Right Connection How We Got Here – Orientation - Why we're here. Contract Information Introduction of Training Workbooks TTY Overview/Abbreviations, Descriptive Words/Background Noises	ASL Introduction – ASL Workbooks Overview of System and Equipment Skills i.e. Typing, talking, listening, reading Enter Tour Preferences: Admin Presentation Connecting to Relay Headset Orientation Basic Call Processing Procedures (TTY - Voice) Observe Calls *Typing Practice/Tests if necessary
DAY 2	(TTY – Voice) – continued Role Play Introduction Review (TTY - Voice) TTY - VOICE PRACTICE Phone Image/Rudeness Detachment Expressive Typing Variations Deaf Culture: Quiz about Deafness	Observe Calls Continue Call Processing (Voice - TTY) Administer Spelling Test VOICE - TTY PRACTICE HR – Orientation presentation Review for Test #1 *Typing Practice/Tests if necessary
DAY 3	Review – Variations Branding Recording Feature Answering Machines/Answering Machine Retrieval (AMR) Control D Feature/ Pagers Voice Mail	Pagers/Beepers Deaf Culture: Deaf Timeline Practice Role Plays Observe Administer Test #1 *Typing Practice/Tests if necessary
DAY 4	VCO - Non-Branded VCO - Branded Practice Role Plays Privacy Feature (VCO) VCO Answering Machines Voice to VCO Two Line VCO	Variations Practice Role Plays Desensitization Observe Review for Test #2 Typing Practice/Tests if necessary
DAY 5	Review Surveys (TTY - Voice and Voice- TTY)/ Observe Billing/ Immediate Credit Prepaid Calling Cards Roaming	Deaf Culture: ASL Worksheets ASL Workbook Practice Role Plays Administer Test #2 *Typing Practice/Tests if necessary
DAY 6	Review Changing CAs - Video and Call Takeover Process Directory Assistance Sprint International/ 900 calls HCO - Non Branded HCO - Branded Voice - HCO HCO Answering Machines	Practice Role Plays ASL Translation – Presentation by staff interpreter or individual with experience Observe - Type Review for Test #3 HR - Benefits *Typing Practice/Tests if necessary
Day 7	Review Practice Role Plays Customer Service Operator Services for the Deaf (OSD)	Device to Device Administer Test #3 Observe - Talk *Typing Practice/Tests if necessary
DAY 8	Review Practice Role Plays - VCO Final - VCO Surveys/ Observe ASL Translation Customer Database (CDB) Features	Emergency/ Threats Help Screen Review Take Calls - assisted Review for Test #4 *Typing Practice/Tests if necessary

TRS TRAINING SCHEDULE		
DAY 9	Review Variations Practice Role Plays Return ASL Workbooks and Discussion Adherence/Trades/OT - OA Presentation	Administer Test #4 Overview of Federal Relay Take FRS Calls - assisted Review for Test #5 *Typing Practice/Tests if necessary
DAY 10	Administer Test #5 Final Review/ Questions & Answers Detachment Life After Training Complete Typing Tests if necessary	Graduation Take Calls Take digital pictures for Sprint ID Badge

Figure 1 - TRS CA Training Schedule

Topics Covered During Training

The following is a comprehensive list of all training topics covered by Sprint during initial training.

TRAINING TOPICS		
Orientation	Welcome and Introductions Introduction to Each Other Sprint Nextel Corporation (or Vendor Company) Sprint ahead Values Sprint Nextel Overview History of Sprint Corporation Founders Long Distance Local Telecommunications PCS	Internet Services Product Distribution The Sprint Campus The Sprint Nextel Merger Telecommunications Relay Service What is Relay? Relay Agent Training Relay- Connect to Your Future Video Observation Guidelines How a Call Reaches Sprint Nextel Relay
Connecting to Relay	The Role of a Relay Agent Connecting to Relay 711 Dedicated Toll-Free Numbers Equipment TTY TTY Basics TTY Etiquette Closing a Conversation Agent Responsibility Call Set Up Call Closing TTY to Voice Closing a Conversation Operator Role Closure Operator Close Protocol Guide: Disallowed Calls Glossary of Abbreviations and Terms TTY Practice Session Auto-Corrected Abbreviations Standard Abbreviations Typing Variations Internet Characters Non-Baudot Supported Characters Verbatim - Style Contraction Spelling Punctuation Agent/Operator Role SKSK Background Noises While TTY user is Typing Typing Monetary Units	Sprint IP User Connects to Agent but wants Customer Service Sprint IP Two Line VCO FRSO- Federal Relay Service Online FRSO call processing FRSO Reporting FRSO variations Sprint IP/FRSO International Calling Sprint IP/FRSO Variations Sprint IP/FRSO Fast Busy Sprint IP/FRSO Two Line VCO Sprint IP/FRSO Conversation Lag Time Sprint IP/FRSO Interrupts Voice to AIM (AOL) VM Greeting Voice to AIM procedures Voice to AIM variations Blocked screen names - suspect international locations. Cellular and Wireless Phones Video Relay Service Blackberry Devices and Pagers TTY Public Payphone Sprint National Relay Sprint International (SI) Inbound international calling Sprint International Variations Non-Standard TTY Outbound International calling Transfer Menu

TRAINING TOPICS		
	711 TTY Garble During Typing XXX to Correct Typing Error Other Communication Devices Data Transmission Speed Turbo Code Turbo Code Interrupt Enhanced Turbo Dial Through - (ETurbo) Disable Turbo Code Mode ASCII - American Standard Code Information Interchange ASCII Interrupts Sprint IP - Internet Relay Sprint IP call processing Internet Relay variations Sprint IP RELAY: Internet & IM access 'GA' is optional Sprint IP Standard Service Explanation Text Flow Interruptions without garble Conversational flow ASL Emoticons – Smileys – Text Message Abbreviations IP Acronyms Sprint IP Variations 911 Emergency Calls Spanish and French Language Service International calling restrictions Sprint IP Correctional facilities/Jails Info Digit list	Reseller call processing CapTel Relay to CapTel CapTel to Relay CapTel Transfers Dedicated State CapTel Transfer Alternate Languages Spanish Language Customer Service Relay Caller ID True Caller ID Per Call Block Per Line Block Permanent Call Blocking Caller ID Blocking - True Caller ID – SS7 Connecting Variations Misdialed Relay Phrase Dialed 711 Instead of 911 711 Spanish Request for Relay Numbers Cellular/Wireless problem reaching 711 611/811 (LEC Service Access) 700 900 Numbers and Call Processing Correctional Facility/Prison Calls FAQS on the Use of Relay through Correctional Facilities: Correctional Facility Call Processing Relay Abuse
Overview of System and Equipment	System Overview Login/Logout Agent Profile The Mouse Clicking the Mouse Dragging/Dropping Copy/Paste Drop Down Boxes Lists Radio Button Scroll Bars Sliders Tables Tables Accessing a Program Screen Displays Call Handling Screen Title Bar Banner Conversation Area Disconnect Message Status Color Scheme Agent Text Transmission Cancel Key Information Bar Profile Help Call Type	Dial Window Scratch Pad Transfer Panel Headset Panel Status Bar Record Feature Function Keys Block Ctrl-Switch Switch The Keyboard Alpha Keys Function Keys Call Handling Keys Numeric Keys Cursor Movement Keys Arrow Keys Backspace Error Correction Function Single Word Edit Function Word Substitution Feature Macros Table Function Keys Ctrl-Function Keys Glossary of Telephony Terms Background Noises Voice Tones/Descriptive Words Standard Abbreviations
Phone Image	Professional Phone Image	Voice Person Speaking in 3rd Person

TRAINING TOPICS		
(Tone of Voice)	How phone image is created Provide warm and friendly greeting Conversational Tone Voice Inflection Audibility and breath control Pitch Quality Operator Role Relay Role Relay Skills Conversational Flow Staying focused Listening skills Customer service skill Coping skills Phrases Background Noises Voice Tones/Descriptive Words Transparency and Caller Control	Pacing the Voice Customer Brief pacing phrases Repeating information Voice Customer does not say "GA Handling Interruptions Voice Tone How Phone Image is Created Provide a Warm Greeting Why Conversational Tone? Transparency, Caller Control & Confidentiality Rudeness, Types of Create an Exceptional Customer Experience Greeting Announce Closing Suggested Redirect Phrases
TTY to Voice and Voice to TTY	TTY to Voice Introduction Connecting to the outbound customer Announcement Explanation of service Deaf or hard of hearing Explanation International Announcement TTY to Voice Procedures TTY to Voice Specific Person Request Variations Specific Person Request TTY to Voice Answered TTY Voice Person Not Available TTY to TTY Call Release TTY to Voice Ans. TTY (TTY to TTY) TTY to TTY Specific Person Request TTY to Voice No Answer Types of Busy Signals Redialing	TTY to Voice Busy Signals Regional 800 Voice to TTY Voice to TTY Introduction Connecting to the outbound customer Voice Greeting Vice call progress Announcement Voice to TTY call (Hearing Person Answer) Explanation of service Voice to TTY Procedures Voice to TTY Specific Person Request Voice to TTY Answered Voice Voice to TTY No Answer Voice to TTY Busy Signal
Branding	Inbound Answer Type Branding Database Branding	Branding procedures
Recordings, Answering Machines, Pagers and AMR	Introduction Recording Feature Information Line Recording (TTY/Voice) Touch Tone Dialing Using Touch Tones (TTY/Voice) Audio text interaction Variations for Recordings Record Feature Tips TTY-Voice Recordings TTY-Voice Recording Information TTY-Voice Answering Machine Variations: Ans Mach/Recording/Pagers Voice Mail Retrieval	AMR (Answering Machine Retrieval) TTY-Voice Pager/Beeper (known) TTY-Voice Pager/Beeper (unknown) Voice to TTY Pager Voice to TTY Answering Machine Other Recording Variations Voice Mail System Privacy Manager/Call Intercept Automatic Redial System Recordings Switchboards Redialing Voicemail thru Switchboard TTY-Voice Asking for Specific Person Live person On Ans Mach Redial
VCO (Voice Carry Over)	VCO Introduction VCO Announcement VCO Service Explanation VCO Equipment Non-Branded VCO Branded VCO VCO No Answer VCO Busy VCO Privacy	Reverse Two-Line VCO Intro Reverse Two-Line VCO Procedure VCO Variations VCO comes in Voice Line 2LVCO Conference Calls VCO Requests Relay to give Relay # VCO Privacy while leaving message VCO Voice Mail Retrieval 2LVCO Voice Mail Retrieval

TRAINING TOPICS		
	VCO Answering Machine Voice to VCO Answered TTY Voice to VCO Answered VCO Two-Line VCO (2LVCO) Intro Two-Line VCO (2LVCO) Procedure	VCO Types and Voices Inbound Customer Requests VCO/HCO VCO Requests CA gives name in notes
Billing	Introduction Local call description Paid by Inbound Over Sprint Network Toll Free Calls Calls that Cannot Be Processed COC (Carrier of Choice) Paid by Inbound Paid by Inbound Alternate Carrier of Choice Alternate Billing (Intro) Billing Options Collect FONCard (Sprint) Description LEC calling card Other long distance calling card Paid by Inbound Third Party Carrier of Choice Pre-paid calling cards Billing Procedures Calling Cards Paid Billing with COC (TTY-Voice) Paid Billing with COC (Voice-TTY) TTY/Voice Pre-Paid Calling Card/800 Card Voice/TTY Pre-Paid Calling Card/800 Card Voice-TTY Collect Specific Person Request	Calling Card -- TTY Originated Calling Card -- Voice Originated Collect Calls Collect Call Intro TTY-Voice Collect Specific Person Requested Person-to-Person Call Person-to-Person Call Processing Collect Call -- TTY-Voice Collect Call -- Voice/TTY Third Party Billing Third Party Billing Intro 3rd Party TTY-Voice Billing Voice Number 3rd Party TTY-Voice Billing TTY Number 3rd Party Voice-TTY Billing TTY Number Immediate Credit Inbound tells wrong # Agent dials wrong # Marine Roaming Feature Restricted Roaming Unrestricted Roaming Billing Variations
HCO (Hearing Carry Over)	HCO Intro HCO Announcement HCO Service Explanation Speech Disabled “S” Non-Branded HCO Branded HCO HCO with Privacy HCO No Answer HCO Busy HCO-Voice Answering Machine	Voice-HCO Answered Voice-HCO Answered TTY (1) (2) Voice-HCO recorded message answers Two-Line HCO (2LHCO) Intro Two-Line HCO Procedure Reverse Two-Line HCO HCO Variations Inbound requests VCO/HCO HCO User Requests to Speak
Customer Database	Enhanced Customer Database Profile Household Profile Edit Household Profile Navigating Customer Database Household Profile Panels Notes Frequently Dialed Numbers Personal Information Preferences COC Restrictions Blocked Emergency #s Speech to Speech STS Messages	Customer Profile Introduction Use/Edit/New/Delete Customer Profile Verify Customer Password for Agent Verify Customer Password -- CSR Only Customer Profile Panels Personal Info Notes Frequently Dialed #s Preferences Emergency #s Speech to Speech STS Messages Database Profile Macros
Directory Assistance	DA Intro Interstate Directory Assistance Intrastate Directory Assistance Automated DA	Call Processing -- Calling from International Number Sprint International Variations Non-Standard TTY

TRAINING TOPICS		
	DA City& State Given; Area Code Unknown DA Variations Sprint International International Transfer Menu Call Processing -- Calling to International Number	Answered Foreign Language Transfer Menu 900 # Call Processing 211/311/511 Requests
Device to Device Calls	Device to Device Intro Function Keys and Banner Messages VCO to TTY and TTY to VCO VCO to VCO TTY to HCO and HCO to TTY	VCO to HCO and HCO to VCO HCO to HCO Device to Device Variations Alternate Call Type reaches recording
Call Processing Variations	CA information Area Code Only In From Number Conversational Flow Static or Poor Connection Profanity towards Agent Redialing Young Children Inbound Does Not Connect Inbound ASCII Charges Refused 800 Number Tone Judgments Repeating Information Restricted Calls Two calling from numbers LEC Service Office 611/811 Double Letters Call Waiting Feature Conference Calls Party Line Calls Three-Way Calling Hard of hearing Customer Ans TTY Line Spanish Calls to TX Sp Speaking Agents Request for Alternate Language Caller Types in Alternate Language Voice Customer Hangs Up During a Call Variable Time Stamp Customer Misdialed Phrase TTY Customer Hangs Up During a Call Non Standard TTY Capability Relaying Internet Characters TTY User Does Not Type GA Dispatch Calls – Pizza, Taxi, Carry-out Customer Referral Guidelines V-T Calls answered by Fax Customer Requests Holding for Inbound prior to out dial Request for Company Information Request for Information Request for M or F Agent Request Specific Agent Agent Knows Customer Request for Relay Number Customer Requests to Call Relay Service Request for Calling From Number Request Telephone Number Referral Request for Date/Time Customer Requests Agent to Modify Call	Request for Length of Call Request Long Distance Information T-V Call and V Requests Supervisor Call Backs for TTYs Multiple Calls Sensitive Topics Suicide Abuse Illegal Calls Answering Machines Hangs Up Before Message Left Do Not Type Recorded Messages Answering Machine Full Change Answering Machine Message VCO Requests Leave Message 1st out dial Leaving a Message V-TTY Ans V Retrieving Messages from TTY V Ans Mach TTY Screener Request to Leave TTY Message on Ans Mach Recordings Regional 800 TTY Requests “Dial That Number” Recording with Relay Option Alternate Call Recording Reached English/Spanish Pound Touch Tone Phone Advertisements Do Not Type Recordings Get Live Person/Rep Conversation Being Recorded Dial Number from Recorded Announcement VCO Conference Calls Leave Relay Number Voice Mail Retrieval VCO Types and Voices Prompting Data Transmission Box Prompting VCO on Hold Requests VCO/HCO HCO Requests VCO/HCO Alternate Call Type Recording Bridge Left Open

TRAINING TOPICS		
Call Take Over Procedures	FCC Rule Protocol and process flow TTY-Voice and Voice-TTY ASCII	VCO VCO to VCO HCO VCO-TTY and TTY-VCO
Customer Service	Functions Language Services	Procedures
OSD	Operator Services for the Deaf (OSD) Functions	OSD to TRS TRS to OSD
Transparency	Non-Emergency Calls Emergency Center Evacuation	Network Failure
Emergency Call Procedures	Emergency Calls Intro Emergency Services FCC Requirements Emergency Call Processing Emergency Reporting TTY-Emergency Voice-Emergency	TTY-Emergency TTY Call Release Internet-Emergency Internet (IP) Emergency Instant Messenger (IM) Emergency Emergency Call Processing Variations Emergency Form
Federal Relay Service	FRS Intro FRS Announcement FRS Service Explanation FRS Relay Procedures Federal Relay Service call types	FRS Confidentiality Policy FRS Customer Information Requests FRS Customer Contacts FRS Reporting
STS (Speech-to-Speech)	Speech To Speech Training Outline STS Introduction and History STS Description Disabilities Characteristics of STS users Stereotypes Clarifying Phrases Phrases to Avoid STS Phone Image STS Agent Tools Consistency Patience Ask Yes or No Questions No Personal Conversation Phrases You Can Use Speech to Speech Alphabet Transparency/Call Control/Confidentiality	Ways to Reduce/Streamline Notes Standard Abbreviations (STS) STS-Voice Voice-STS STS VCO-Voice Voice to STS VCO (TTY answer r) Voice to STS VCO (VCO answer) STS VCO -- 2 Line VCO TTY-STS STS-TTY Non-branded HCO to STS STS-HCO STS Hold Message STS Call Takeover Confidentiality and Transparency Personal Conversations requests Speech to Speech Variations
Healthy Detachment	Healthy Detachment Intro Objectives Survival Skills Relay Traps	Perception Ways to Reduce Stress Hospitality Phrases
Healthy Relay	A healthy approach toward Relay Introduction Objectives Ergonomics Stretching Exercises Agent Reinforcement Ergonomic Review	Setting up Workstation GUAM - Get Up and Move Ergonomic Relief Slowing the Customer Down Overtime Relaxation
Adult Learner	Understanding the Needs of the Adult Learner The Learning Continuum Use of Different Modalities Adult Learning - Edgar Dale's Cone of Experience Elements of Lesson Design Focus The Adult Learner Objective and Purpose Input	Modeling Checking For Understanding Guided Practice Independent Practice Summary Evaluation How to Give Effective Instruction Questioning Guidelines Feedback - Training and Coaching

TRAINING TOPICS		
		Technique Trust in Management
Assessing Performance	The Assessment Process in Training Assessment Time - What is involved? Practice Time Spelling Test Written tests Side by side evaluations Typing	Acceptable Time Frame Acceptable Is Relative Ways to “Coach” Feedback Maintain Self-esteem and Motivate Pass/Fail Guidelines Introduce Assessment Form Form Set-Up
Introduction to Diversified Culture	Introduction to Diversified Culture Objectives Who Uses Relay Understanding Our Customer Special Communication Needs Pathological vs. Cultural View of Deafness Characteristics of Deafness The Deaf Community	Why is there Deaf Culture? Attachments: What Do You Know About Deafness (Q) What Do You Know About Deafness (A) Myths About Deafness Two Views of Deafness Loudness Levels
Deaf Heritage	History in Europe History in North America Alexander Graham Bell	Edward Miner Gallaudet Oral / Combined Debate
The Deaf Community	Introduction to the Deaf Community National Association of the Deaf Contributions to Society Mainstreamed Schools	American Athletic Assn. of Deaf National Theatre of the Deaf Assistive Devices Gaining Acceptance in the Deaf Community
The Deaf Community	Sign Language Interpreters Different Communication Systems Exposure to English DEAF President Now Attitude Changes toward the Deaf Community	Changes in the Deaf Community Rules for Using a Sign Language Interpreter Interpreting Standards
American Sign Language Part 1	What is ASL? History of ASL ASL Recognized as Language	Rules of ASL Five Parameters of ASL English vs. ASL Idioms
American Sign Language Part 2	Evolution of ASL ASL Syntax	Translate ASL to English and Vice Versa
TTYPhony and TTY Courtesy	First Teletypewriter Evolution of the TTY Telecommunications Laws of Accessibility	TTY Courtesy Development of Relay Service Market
Hard of hearing and Late Deafened Customers	Hard of hearing and Late Deafened Customers Characteristics of Deaf Customers Assistive Devices for Deaf Customers	Establishment of Self Help for Hard-of-Hearing People (SHHH)(Now the ‘Hearing Loss Association of America’ (HLAA)) Relaying for Deaf Customers
Characteristics of late-deafened Customers	Establishment of Association of late-Deafened Adults (ALDA) Relaying for late-deafened Customers	Deaf-Blind, Speech-Challenged, Spanish Speaking and Hearing Customers
Characteristics of Deaf-Blind Customers	Assistive Devices for Deaf-Blind Customers Relaying for Deaf-Blind Customers	Deaf-Blind Pacing – allows the CA to slow down the transmission to the Braille machine
Characteristics of Relaying for other users	Speech-Challenged Customers Spanish-Speaking Customers	Hearing customers
Ethics and Confidentiality	Interpreting Standards The ADA and FCC regulations for the Provision of	TRS Rules – Operator Standards Relay Center Agreement Regarding

TRAINING TOPICS		
	TRS Regulations pertaining to call content	Confidential Customer Information.

Appendix C:

TRS Pledge of Confidentiality

Agreement Regarding Confidential Information

SPRINT TRS RELAY CENTERS AGREEMENT REGARDING CONFIDENTIAL CUSTOMER INFORMATION

IN CONSIDERATION of: (1) my employment with Sprint/United Management Company or any subsidiary, affiliate, or successor-in-interest of Sprint Corporation ("Sprint"), (2) my continued employment as long as mutually agreeable, and (3) the opportunity to receive Sprint confidential customer information or other good and valuable consideration:

AS AN EMPLOYEE OF THE RELAY SERVICES ORGANIZATION, I UNDERSTAND THAT I AM BOUND BY ALL SPRINT POLICIES AND SPECIFICALLY, I AGREE AS FOLLOWS:

1. ALL TELECOMMUNICATIONS RELAY SERVICE CALL RELATED INFORMATION SHALL BE KEPT STRICTLY CONFIDENTIAL. I will not reveal any information acquired during or observing a relay call. I will only discuss call-related questions or problems with management or Human Resources. I agree to keep confidential all information I learn in my position for the duration of and after my employment with Sprint ends.

2. NO RECORDS OF CUSTOMER INFORMATION OR CONTENT OF ANY TELECOMMUNICATIONS RELAY SERVICE CALL SHALL BE KEPT BEYOND THE DURATION OF THE CALL, WITH LIMITED EXCEPTIONS FOR AUTHORIZED COMPANY PROCEDURES. I will not keep a record of any customer information or conversation content beyond the duration of the call except in accordance with company procedures for relaying Speech to Speech calls or for billing and customer profile purposes. I will destroy all such records in my possession immediately upon completion of their authorized use.

3. NOTHING MAY BE EDITED OR OMITTED FROM THE CONTENT OF THE CONVERSATION OR THE SPIRIT OF THE SPEAKER. I will transmit exactly what is said in the way that it is intended in the language of the customer's choice.

4. NOTHING MAY BE ADDED OR INTERJECTED INTO THE CONTENT OF THE CONVERSATION OR THE SPIRIT OF THE SPEAKER. I will not advise, counsel, or interject personal opinions, even when asked to do so by the customer.

5. TO ASSURE MAXIMUM CUSTOMER CONTROL, I WILL BE FLEXIBLE IN ADAPTING TO THE CUSTOMER'S NEEDS.

6. I WILL STRIVE TO FURTHER MY SKILLS AND KNOWLEDGE THROUGH CONTINUED TRAINING, WORKSHOPS, AND READING OF CURRENT LITERATURE IN THE FIELD.

7. ALL SPRINT MATERIALS IN MY POSSESSION PERTAINING TO ANY SPRINT CUSTOMER WILL BE DELIVERED UPON THE TERMINATION OF MY EMPLOYMENT.

I have read and understand the Sprint Relay center Agreement Regarding Confidential Customer Information. I agree to comply and understand that failure to do so will lead to company disciplinary action that may result in my termination and/or criminal prosecution. I also understand that

ascertaining damages resulting from a breach of this agreement would be difficult. I agree that Sprint shall have the right to an injunction against me, enjoining any such breach without any obligation to post bond. I agree that this will be in addition to and without limiting any other remedies or rights Sprint may have against me.

EMPLOYEE SIGNATURE DATE

MANAGER/SUPERVISOR SIGNATURE DATE

CAPTEL CONFIDENTIALITY

Information obtained during a CapTel call should not be shared with any person except a member of the CapTel 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.

Only information critical to resolving the situation will be disclosed. This may include consumer name, name of business/agency, gender of caller, type of call (voice in, CapTel in), day of week, time of day, city, state, or any other details that could in some way identify a consumer.

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 CapTel 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. Any Captionist who breaks this policy will be disciplined, up to and including termination.

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 never 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

Appendix D:
Sprint Carrier of Choice
Letter of Invitation

<insert date>

<insert carrier name>

<insert contact name>

<insert tel nbr or fax nbr>

<insert email address>

Re: <insert customer (end user name)>, <insert telephone number>

Thank you for your interest to complete <insert carrier name> Toll calls with Sprint Telecommunications Relay Service (TRS). As the default Toll carrier for processing relay calls in more than thirty-two states (32), Sprint currently transports the traffic of customers who have selected you as their Toll carrier. However, many of your customers would prefer to use <insert carrier name> LD for their toll calls. At present, Sprint TRS is unable to send the toll calls from the regional centers or state access tandem to your network. Hence, this letter is being written to make you aware of a potential service-impacting issue regarding TRS calls and measures your company can take to ensure your customers' toll calls are completed through TRS.

The Americans with Disabilities Act of 1990 mandate TRS, and TRS standards are established and are monitored by the Federal Communications Commission (FCC). TRS is a service that links telephone conversations between standard (voice) telephone users and people who are deaf, hard of hearing, deaf-blind, or speech disabled using Text Telephone (TTY) equipment. The State Public Utilities Commission manages the day-to-day operations of TRS and has contracted with Sprint Corporation to provide relay service in their states.

Both, the Americans with Disabilities Act of 1990 and FCC's Order 00-56 on TRS mandate that all states provide TRS and that TRS users shall have equal access to their chosen interexchange carrier and to all other operator services, to the same extent that such access is provided to voice users. In order to provide this access to your customers, your company is encouraged to submit a letter of authorization to accept TRS calls from Sprint.

Attachment A lists the facility-based providers who currently participate at Sprint TRS Carrier of Choice program. If your company (or your facility based provider) is not currently listed, please review the following and determine the appropriate follow-up action needed to be taken:

Facility-based provider

1. If you are a participating member at Sprint Carrier of Choice program, please disregard.

2. If you are not a participating member at Sprint Carrier of Choice program, you need to establish a network presence at the regional centers or state access tandem and accept calls from Sprint through the industry method of SS7 trunking and TRS billing codes of Info Digit Pair 60, 66, and 67 (see below). You will need to provide Sprint with your toll carrier's SS7 Network Transit Selector information.

Non-facility based provider

1. If your underlying toll carrier is a participating member at Sprint Carrier of Choice program, Sprint can implement the IXC brand name and pass the toll call information to the underlying carrier's CIC code and SS7 Transit Network Selector information. Please submit a letter of authorization that would advise Sprint to implement the carrier brand name and to send the toll call information to its underlying toll carrier.

2. If your underlying toll carrier is not a participating member at Sprint Carrier of Choice program, you will need to work with your underlying toll carrier to establish a network presence at the regional centers or state access tandem and accept calls from Sprint through the industry method of SS7 trunking and TRS billing codes of Info Digit Pair 60, 66, and 67 (see below). You will need to provide Sprint with your toll carrier's SS7 Network Transit Selector information.

Before you submit a letter of authorization to Sprint TRS, please consider the following four factors:

1. Your (or your underlying toll carrier) CIC codes and SS7 Transit Network Selector information associated with 1+, 0+, and 0- and International dialing must be loaded into the regional (and/or state) access tandems.

2. You (or your underlying toll carrier) will need to support SS7 tandem interconnection.

3. You (or your underlying toll carrier) will need to ensure that your translation tables are updated in order to appropriately receive, rate, and bill Sprint calls per Bellcore industry standards. Sprint calls are designated as ANI II Digit Pair 60, 66, and 67.

4. If you utilize more than one underlying toll carrier to carry the toll traffic, select a single toll carrier that will accept Sprint traffic.

Note: For detailed information regarding access tandem interconnection and carrier of choice provisioning through Sprint, please refer to ATIS/NIIF-008, the "Telecommunications Relay service – Technical Needs" document.

Attachment B lists Sprint TRS Access Tandem Interconnection locations. The best way to provide access to your Toll network through relay service for your customers is to designate the 8 Sprint Regional TRS center/Access Tandem combinations as the points at which Sprint will hand off Toll relay service traffic to you. In this manner, any relay caller that wishes to use your services may be efficiently, and with

minimal time delay, routed to your network. Should you not have a presence at one or more of the Sprint regional center/access tandem combinations, the traffic may be handed off at one of the regional center's access tandem.

Attachment C is a sample letter of authorization. Once Sprint receives your written request to participate in the Sprint TRS Carrier of Choice program, Sprint will schedule translation updates in the next available release (usually 30 to 90 days). Information obtained from the carriers will be used solely for the purpose of providing equal access for <insert carrier name> LD customers and shall be held proprietary.

Sprint welcomes your company's participation in our TRS Carrier of Choice program at no cost to you if your company has network presence at any of our listed regional center/state access tandem locations. Your participation at the Sprint Carrier of Choice program will create a win-win situation for our customers. Through Sprint, as the relay provider, customers will be able to enjoy uninterrupted service and your company will be able to generate additional revenue.

Thank you for your prompt attention to this matter. If you have any questions concerning with the letter, please do not hesitate to call me at <xxx-xxx-xxxx> or email at <insert email address>

Sincerely Yours,

<insert name>

Program Manager, <insert state(s)>

Sprint Relay

CC: Michael Fingerhut, Federal Regulatory, Sprint

<insert name>, Program Manager, Sprint

North Dakota

There are 31 carriers for this product:

Carrier Name	Out COC	COC Index	Carrier Code	Operator Flag	ETurbo RIB
10-10-220 Telecom USA	0220	0220	0220	N	220
10-10-321 Telecom USA	0321	0321	0321	N	321
10-10-502 WorldxChange	0502	0502	0502	Y	502
10-10-636 Clear Choice	0636	0636	0636	Y	636
10-10-752 EXCEL	0752	EXL1	0752	Y	752
10-10-811 Vartec	0811	0811	0811	Y	811
10-10-834 WorldxChange	0834	0834	0834	Y	834
10-10-987	0987	0987	0987	N	987
AT&T	0288	0288	0288	Y	ATT
All Others	0001	0001	0001	N	
Birch Telecom/Ionex Comm.	0001	0475	0475	N	IOX
Broadwing Communications	0948	0948	0948	Y	SSM
Broadwing Telecom	0071	0071	0071	Y	WSN
CP Telecom	0444	ALN9	0444	Y	PDF
Global Crossing	0444	0444	0444	Y	ALN
LDDS	0222	MCI2	0222	Y	LDD
MCIWorldCom	0222	0222	0222	Y	MCI
McLeod USA	0725	0725	0725	Y	IOR
Metromedia	0222	MCI3	0222	Y	MTR
Midcontinent Communications	0996	0996	0996	Y	MIT
Nemont LD	0288	ATX3	0288	Y	NTC
OPEX LD	0444	ALN1	0444	Y	OPX
QWest	0432	0432	0432	Y	QWD
SBC Long Distance	5792	5792	5792	Y	SBZ
Souris River Telephone	0770	0770	0770	Y	SRV
Sprint	0333	0333	0333	Y	SPT
Touch America	0244	0244	0244	Y	AUD
Verizon LD	5483	5483	5483	Y	GOP
Wiltel	0222	MCI1	0222	Y	WLT
Working Assets	0649	0649	0649	Y	WRK
WorldCom	0555	0555	0555	Y	WTL

Appendix E:

Disaster Recovery Plan

Page Intentionally Left Blank

Attachment B Disaster Recovery Plan and Network Support Plan

Sprint's comprehensive Disaster Recovery Plan details the methods Sprint will utilize to cope with specific disasters. The plan includes quick and reliable switching of calls, Sprint's TRS network diagrams identifying where traffic will be rerouted if vulnerable circuits become inoperable, and problem reporting with escalation protocol. Besides service outages, the Disaster Recovery Plan applies to specific disasters that affect any technical area of Sprint's Relay network.

The first line of defense against degradation is the Sprint's Relay dynamic call routing that Sprint employs. During a major or minor service disruption, the Sprint's Relay dynamic call routing network feature bypasses the failed or degraded facility and immediately directs calls to the first available Relay Operator in any of Sprint's fully inter-linked TRS Call Centers. ROs are trained in advance to provide service to other States; the transfer of calls between Centers is transparent to users.

Beyond the Sprint's Relay dynamic call routing network, Sprint's TRS Disaster Recovery Plan details the steps that will be taken to deal with any Relay problem, and restore Telecommunications Relay service to its full operating level in the shortest possible time.

STATE NOTIFICATION PROCEDURE

To provide the State with the most complete and timely information on problems affecting Relay service, the trouble reporting procedure will include three levels of response:

- An immediate report (as defined in the contract)
- A 24-hour status report
- A comprehensive final report within 5 business days

Sprint will notify the designated representative of the State within fifteen minutes if a Relay service disruption of 30 minutes or longer occurs. The report will explain how the problem will be corrected and an approximate time when full service will be restored. Within 24 hours of the Relay service disruption, an intermediate report provides problem status and more detail of what action is necessary. In most cases, the 24-hour report reveals that the problem has been corrected and that full Relay service has been restored. The final comprehensive written report, explaining how and when the problem occurred, corrective action taken, and time and date when full operation resumed will be provided to the Contract Administrator within five business days of return to normal operation. Examples of Relay service disruption include:

- TRS Switching System failure or malfunction
- Major transmission facility blockage of the last-leg circuits to the Relay Call Centers
- Threat to RO safety or other RO work stoppage
- Loss of RO position capabilities

Performance at each Sprint Relay Center is monitored continuously 24-hours-a-day, seven-days-a-week from Sprint's Service Assurance Monitoring Center (SAMC) in Overland Park, KS.

DISASTER RECOVERY PROCEDURES

If the problem is within a relay center, maintenance can usually be performed by the on-site technician, with assistance from Sprint's SAMC. If the problem occurs during non-business hours and requires on-site assistance, the SAMC will page the technician to provide service remedies. Sprint retains hardware spares at each center to allow for any type of repair required without ordering additional equipment (except for complete loss of a center).

TIME FRAMES FOR SERVICE RESTORATION

Complete or Partial Loss of Service Due to Sprint Relay Equipment or Facilities

- Sprint Relay Call Center Equipment

  A technician is on-site during the normal business day. The technician provides parts and / or resources necessary to expedite repair within two hours. Outside of the normal business day, a technician will be on-site within four hours. The technician then provides parts and /or resources necessary to expedite repair within two hours.

- Sprint or Telco Network

  Facilities or an outage of facilities directly serving incoming TRS Relay calls will immediately be routed to one of the other Centers throughout the US. No inbound calls will be lost. Repair of Interexchange and Local Exchange fiber or network facilities typically requires less than eight hours.

- Due to Utilities or Disaster at the Center

  Immediate rerouting of traffic occurs with any large-scale Relay Center disaster or utility failure. Service is restored as soon as the utility is restored, provided the Sprint Relay equipment has not been damaged. If the equipment has been damaged the service restoration for Sprint equipment (above) applies.

- Due to Telco Facilities Equipment

  A Telco equipment failure will not normally have a large effect on TRS traffic within the state unless it occurs on Telco facilities directly connected to the relay call center. In this case, normal Sprint Relay traffic rerouting will apply.

TROUBLE REPORTING PROCEDURES

The following information is required when a user is reporting trouble:

- Service Description
- Callers Name
- Contact Number
- Calling to/Calling from, if applicable
- Description of the trouble

Service disruptions or anomalies that are identified by users may be reported to the Sprint Relay Customer Service toll-free number at any time day or night, seven days a week. The Customer Service operator creates a trouble ticket and passes the information on to the appropriate member of Sprint's Maintenance Team for action. Outside the normal business day, the SAMC will handle calls from the Customer Service RO 24 hours a day, 7 days a week. The Maintenance Team recognizes most disruptions in service prior to customers being aware of any problem. Site technicians are on call at each of Sprint's twelve sites across the United States TRS call centers to respond quickly to any event, including natural disasters.

MEAN TIME TO REPAIR (MTTR)

MTTR is defined and detailed in Tables 1 and 2:

Time to Investigate	The time needed to determine the existence of a problem and its scope.
Time to Repair	Repair time by Field Operations plus LEC time, if applicable.
Time to Notify	From the time repair is completed to the time the customer is notified of repair completion.

Table 1 – Time to Investigate + Time to Repair + Time to Notify

Switched Services	8 Hours
Private Lines	4 Hours (electronic failure)
Fiber Cut	8 Hours

Table 2 – Current MTTR Objectives

Sprint's Mean Time to Repair is viewed from the customer's perspective. A critical element in the equation is the Time to Notify, because Sprint does not consider a repair complete until the customer accepts the circuit back as satisfactory.

ESCALATION PROCEDURES

If adequate results have not been achieved within two hours, the Contract Administrator or a user may escalate the report to the next level. The table below details the escalation levels.

Escalation Level	Contact	Phone

2	Regional Maintenance Manager	Office Phone Number (913-794-1130)
3	Senior Manager, Technical Staff	Office Phone Number 913-794-3603

Network Support Plan

NETWORK DESIGN

Sprint's service is provided over an all-fiber sophisticated management control networks that support backbone networks with digital switching architecture. These elements are combined to provide a highly reliable, proven, and redundant network. Survivability is a mandatory objective of the Sprint network design. The Sprint network minimizes the adverse effect of service interruptions due to equipment failures or cable cuts, network overload conditions, or regional catastrophes.

A 100 percent fiber-optic network provides critical advantages over the other carriers. These advantages include:

- Quality

  Since voice and data are transmitted utilizing fiber optic technology, the problems of outdated analog and even modern microwave transmission simply do not apply. Noise, electrical interference, weather-impacting conditions, and fading are virtually eliminated.

- Economy

  The overall quality, architecture, and advanced technology of digital fiber optics make transmission so dependable that it costs us less to maintain, thereby passing the savings on to our customers.

- Expandability

  As demand for network capacity grows, the capacity of the existing single-mode fiber can grow. Due to the architecture and design of fiber optics, the capacity of the network can be upgraded to increase 2,000-fold.

- Survivability

  Network survivability is the ability of the network to cope with random disruptions of facilities and/or demand overloads.

Sprint has established an objective to provide 100 percent capability to reroute backbone traffic during any single cable cut. This is a significant benefit to _____, and a competitive differentiation of the Sprint network.

Network switched services are provided via 49 Southern Telecom DMS-250/300 switches at 29 locations nationwide. Three DMS-300s located at New York, NY; Fort Worth, TX; and Stockton, CA, serve as international gateways. The remaining 46 switches provide switching functions for Sprint's domestic switched services.

Interconnection of the 49 switches is provided in a non-hierarchical manner. This means that inter-machine trunk (IMT) groups connect each switch with all other switches within the network. Each of these IMT groups is split and routed through the Sprint fiber network over SONET route paths for protection and survivability. As an extra precaution to preclude any call blockage, Dynamically Controlled Routing (DCR) provides an additional layer of tandem routing options when a direct IMT is temporarily busy.

Reliability is ensured through a corporate commitment to maintain or surpass our system objectives. Beginning with the network design, reliability and efficiency are built into the system. Sprint continues to improve the network's reliability through the addition of new technologies.

The effectiveness of this highly reliable and survivable network is attributed to the redundant transmission and switching hardware configurations, SONET ring topology, and sophisticated network management and control Centers. These factors combine to assure outstanding network performance and reliability for the State.

NETWORK CRITERIA

System Capacity

The Sprint network was built with the capacity to support every interLATA and intraLATA call available in the US. With the continuing development of network fiber transmission equipment to support higher speeds and larger bandwidth, the capacity of the Sprint network to support increasing customer requirements and technologies is assured well into the future.

Service Restoration

Sprint provides for the restoration of service in the event of equipment malfunctions, isolated network overloads, major network disruptions and national/civil emergency situations. In the event of service disruption due to Sprint's equipment, service typically is restored within four hours after notification. Sprint does everything possible to prevent a total outage at its switch sites or at any of its' POPs through the use of advanced site designs. All processors, memory, and switch networks within our switches are fully redundant. All switch sites are protected by uninterruptible power supplies and halon systems planned in conjunction with local fire departments. Most of our new sites are earth sheltered to increase survivability. A multi-pronged program is used to minimize outages:

Minimized "single points of failure" including:

- Diversification of all facilities' demands between switch sites. All switch sites are connected to the long haul network over at least two separate Sprint fiber routes; many have three paths.
- Deployment of multiple switches at large switching Centers. This prevents a single switch outage from disabling the site.

- Have systems in place allowing for the rapid redeployment of network resources in case of a catastrophic outage. Fiber cuts, which can affect thousands of calls at several locations, are sometimes unavoidable. Response to these outages is maximized through the following procedures:
- Utilization of established plans to respond effectively to these outages.
- The capability to rapidly deploy network transmission facilities when needed.
- Immediate execution of alternate routing in the digital switches and cross-connect systems to assist in the handling of temporary network disruptions and forced overloads.

The entire spectrum of survivability needs, expectations, and requirements can be met by the proper engineering of customer and Sprint switches and facilities.

FIBER BACKBONE LOOP TOPOLOGY AND RECONFIGURATION

Fiber optic cable routes are designed to include redundant capacity to insure survivable fiber optic systems. Sprint's SONET network, using four-fiber bi-directional line switched ring capability, allows automatic switching to alternate paths to provide for traffic rerouting in the event of a route failure. The SONET fiber optic backbone topology is currently designed with more than 100 overlapping rings to ensure sufficient alternate paths for total network survivability.

SPRINT ROUTE OUTAGE PREVENTION PROGRAMS

Call Before You Dig Program

This program uses a nationwide 1-800 number interlinked with all local/state government utility agencies as well as contractors, rail carriers, and major utilities. Sprint currently receives in excess of 60,000 calls per month for location assistance over the 23,000-mile fiber network.

Awareness Program

This Sprint program proactively contacts local contractors, builders, property owners, county/city administrators, and utility companies to educate them on Sprint's cable locations and how each can help eliminate cable outages.

Route Surveillance Program

This is a Network Operation's department program using Sprint employees to drive specific routes (usually 120 miles) and visually inspect the fiber cable routes. This activity is performed an average of 11.6 times per month or approximately once every 2-3 days.

- Technician Program

  Technicians are stationed at strategic locations and cover an area averaging 60 route miles. Each technician has emergency restoration material to repair fiber cuts on a temporary basis. Other operations forces within a nominal time frame accomplish total repair.

- Fiber/Switch Trending Program

  This includes a weekly summary of equipment failure events highlighting bit error rate (BER) and cable attenuation. As a result, Sprint identifies potential equipment problems and monitors performance degradation to establish equipment-aging profiles for scheduled repair, replacement, or elimination. Aging profiles are computer-stored representations of the characteristics of a fiber splice. The profile is stored at the time the splice is accepted and put into service. A comparison of the original profile and current profile are compared for performance degradation. Maintenance is scheduled based on this type of monitoring.

NETWORK MANAGEMENT AND CONTROL SYSTEMS

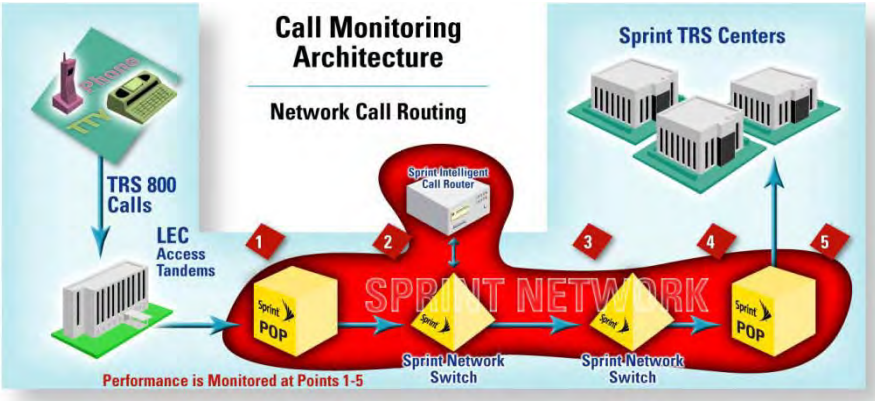
Surveillance for the Sprint network is managed by the Network Operations Center located in Overland Park Kansas. In the event of a network problem causing customer degradation of service, Network Operations will notify the Service Assurance Management Center (SAMC) of Sprint's TRS Group. SAMC will then notify the appropriate PSC with a description of the problem and an estimated time of repair.

INBOUND CALL ROUTING

Sprint incorporates a dynamic routing system that continuously monitors circuit and RO availability to ensure calls are answered within the required time frames. This includes reporting for the long distance network and equipment, which many Relay providers are unable to provide, as well as reporting for the Relay network.

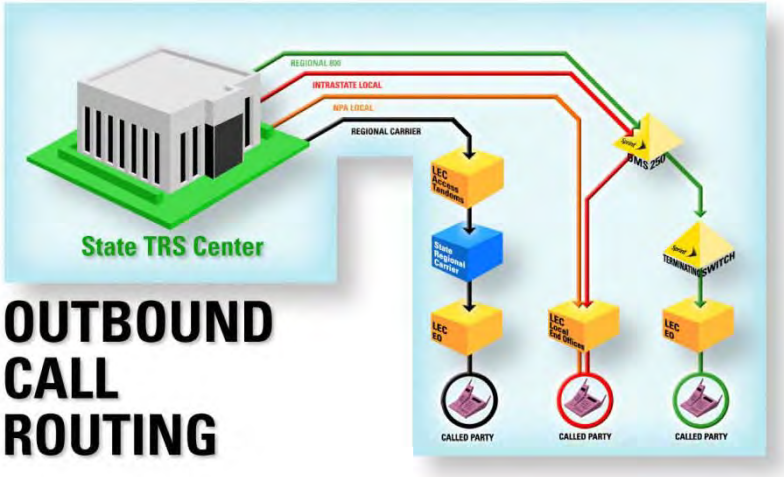
Sprint's inbound configuration ensures that if an issue is identified anywhere in the network, it will be promptly addressed and reported.

The Call Monitoring Architecture diagram in the figure below depicts the standard inbound call path to Sprint's Relay Center. Unlike other Relay providers, Sprint monitors each leg of the inbound call path at the points shown to ensure the call reaches the Relay Center with little to no blocking.



Call Monitoring Architecture Diagram

The Network Design Configuration for Outbound Calling in the figure below indicates the extensive complexity of Sprint's Relay platform, including standard call paths for local, intra-state, regional 800, and COC calls.



Outbound Routing Diagram

CapTel Disaster Recovery Plan

CAPTEL OUTAGE PREVENTION STATUS

Sprint will provide FCC compliant CapTel® service from the two CapTel call centers in Madison and Milwaukee, WI. Sprint's CapTel vendor CapTel Inc. (CTI) operates the two current CapTel and WebCapTel® call centers in the nation. These unique centers operate with enough terminals for 200 ROs each, along with support personnel, Technicians, and Supervisors.

Both CapTel call centers are equipped with redundant systems for power, ACD/telecom switching equipment, call processing servers, data network servers, and LAN gear. Most equipment failures can be corrected without complete loss of service.

Having two CapTel call centers ensures minimum interruptions in service if something unexpectedly halts operations in one center or the other such as a flood or a tornado. In those instances, traffic from one Center can automatically be routed to the other.

SPRINT OUTAGE NOTIFICATION FROM CAPTEL CALL CENTER

Performance at the CapTel call center is monitored continuously by CTI technicians 24 hours a day, seven days a week. Sprint will be notified by the CapTel Service Center Manager immediately upon determination of any type of natural or man-made problem that causes either:

- A complete (100 percent) loss of the CapTel Service Center, OR
- Any partial loss of service in excess of 15 minutes that is service affecting. Examples of such a loss in service include:
  - An accidental switch rebooting
  - Loss of transmission facilities through the telephone network
  - Terrorist attack
  - Bomb threat or other work stoppage
  - Sudden loss of agent position capabilities.
  - Impact to minimum ASA / Speed of Answer times
  - Acts of God

Contact from the CapTel Service Center Manager or designated CTI contact person will be made to the assigned contact people at Sprint immediately upon awareness of an outage meeting the above criteria, 24 hours a day, seven days a week including holidays with the following documentation:

1.) What time did the outage happen in CENTRAL TIME?

2.) What caused it?

3.) Which customers are (or were) impacted?

4.) What is (was) the solution to restore service?

5.) What is the time that service will be (or was restored by) IN CENTRAL TIME?

Sprint will internally escalate outages in the following manner:

Level	Escalation Procedure for Outages	Point of Contact (POC)	Contact Info:
1	Sprint Product Innovation Manager	Dennis Selznick Product Innovation Manager	913-663-7278 Dennis.A.Selznick@sprint.com After Hours: getdennis@gmail.com (pager) 913-231-1386 (cell)
2	Captioned Telephone Inc.'s (CTI) Call Center Director	Pam Frazier Call Center Director	(608) 441-8800 Pam.Frazier@captelmail.com After Hours: 608-516-7517 (cell) 608-832-6233 (home)
3	Captioned Telephone Inc.'s (CTI) Call Center Vice President	Jayne Turner Vice President	(608) 441-8800 Jayne.Turner@ultratec.com After Hours: 608-274-0598 (home)

Table 44 – Sprint CapTel Outage Escalation

SPRINT PROCEDURE FOR OUTAGE NOTIFICATION TO CONTRACT ADMINISTRATORS

Upon receiving notification from CTI, Sprint will have one of the below managers contact the Contract Administrator, depending on availability:

	Point of Contact (POC)	Position	Contact Information:
1	John Moore	Relay Program Management Mgr	P: (925) 904-4014 M: (925) 895-9176 H: 925-968-1418 E: John.E.Moore@sprint.com Pgr: jmoore45@sprintpcs.com
2	Angela Officer	Relay Program Manager	P: (703) 689-5654 E: Angela.Officer@sprint.com
3	Assigned On-Call Relay Program Manager	Relay Program Manager	Assigned as necessary

Sprint Customer Notification Procedure

Upon receiving notification from CTI, Sprint will assess the problem and contact will be made by email to the Contract Administrator.

In cases of partial loss of service, such as several inoperable RO positions or, local area network outages, the CapTel Center on-site technician will notify CapTel Service Center to schedule repair. Only those partial losses of service that are service affecting in excess of 30 minutes will be emailed to the state Contract Administrator.

If the problem is within the CapTel call center, maintenance can usually be performed by the on-site technicians. Hardware spares are retailed at the CapTel call center to allow for the most common type of repair required without the ordering of additional equipment.

DISASTER RECOVERY FOLLOW-UP

Upon notifying customers of an outage, Sprint's contact person will provide regular updates from CTI to all customers and internal team members. The follow up will be kept in sync with CapTel Customer Service so that the information shared with customers from CTI is the same as what customers receive from Sprint.

DISASTER RECOVERY POST-MORTEM DOCUMENTATION

Within 72 hours (3 days) after the outage is resolved, CTI will provide a formal written analysis of the outage to the designated Sprint people (outlined above).

Sprint will send a document with the analysis to the Contract Administrator. John Moore will be the primary point-of-contact for the letter to be shared with customers. If John Moore is not available, then Angie Officer will provide the letter directly to customers.

1) What time did the outage happen in CENTRAL TIME?

2) What caused it?

3) Which customers are (or were) impacted?

4) What is (was) the solution to restore service?

5) What is the time that service will be (or was restored by) IN CENTRAL TIME?

6) What will CapTel, Inc do to prevent this from happening again?

CTI will be available to answer questions from Contract Administrators through Sprint.

TIME FRAMES FOR SERVICE RESTORATION

- Complete loss of service due to equipment

  - Normal business day – A technician is on site during the normal business day. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.

- Outside of the normal business day – A technician will be on-site within four (4) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.

- Due to Utilities or Disaster at the Center – Service will be restored as soon as the utility is restored provided the equipment was not damaged. If the equipment was damaged then refer to the timing in the statement previous (Due to Equipment).

- Due to Telco Facilities Equipment – A technician will be dispatched as necessary. The normal Telco escalation procedures for a partial outage will apply:

  - Two hours at first level,
  - Four hours at second level
  - Eight hours at third level

  These hours of escalation are all during the normal business day, so a trouble ticket may be extended from one day to the next.

- Partial loss of service – Due to Equipment

  - Normal business day – A technician is on site during normal business hours. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within four (4) hours.
  - Outside of the normal business day – A technician will be on-site within eight (8) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems within four (4) hours.

- Due to Position Equipment – A technician will be on-site within eight (8) hours, provided there are not enough positions working to process the forecasted traffic volumes. The technician will provide parts and/or resources necessary to expedite repair within 48 hours. If there are enough positions functional to process the forecasted traffic, the equipment will be repaired as necessary by Sprint.

- Due to Telco Facilities Equipment – A technician will be dispatched as necessary by Sprint. The normal Telco escalation procedures for a partial outage will apply:

  - Eight hours at first level
  - Twenty-four hours at second level

  These hours of Telco escalation are all during the normal business day, so a service request may be extended from one day to the next.

TROUBLE REPORTING PROCEDURES (FOR INDIVIDUAL CUSTOMERS TO CUSTOMER SERVICE)

All calls concerning customer service issues should be placed by dialing the CapTel Customer Service at 1-888-269-7477 (800-482-2424 TTY) in English (866-670-9134 for Spanish). A Customer Service agent will take information concerning:

- Callers Name
- Contact Number
- Calling to / Calling from if applicable
- Description of the trouble
- Customer service can also be reached by emailing captel@captelmail.com.

Report service affecting trouble to Customer Service during normal business hours. Escalations of service affecting issues during normal business hours are followed below:

Level	Escalation Procedure during business hours	Point of Contact (POC)	Phone Number
1	CapTel Customer Service	Customer Service Agent	(888) 269-7477 captel@captelmail.com
2	CapTel Customer Service Supervisor	Pam Holmes	(888)-269-7477 Pam.Holmes@captelmail.com
3	Captioned Telephone Inc.'s (CTI) Call Center Director	Pam Frazier Call Center Director	(608) 441-8800 Pam.Frazier@captelmail.com
4	Captioned Telephone Inc.'s (CTI) Call Center Vice President	Jayne Turner Vice President	(608) 441-8800 Jayne.Turner@ultratec.com

Table 46 – CapTel Customer Service Escalation Procedures

ALTERNATIVE USAGE FOR CAPTEL PHONE DURING OUTAGE FOR VCO USERS.

CapTel phones are equipped with the capability to connect to traditional relay services even in the event that the captioning service is not available.
In the event that a user cannot reach the captioning center, and the user desires to use any form of available relay to connect their call, the user can dial 7-1-1 (user must dial only 7-1-1 and not a relay 800 number in order to change to VCO mode) and be connected to the in-state relay call center. Their call will be processed via VCO instead of captions. In VCO mode, no audio from the called party will be processed – just like any other traditional VCO call

Appendix F:
TRS Information in
Telephone Directories

RELAY NORTH DAKOTA

www.northdakotarelay.com

North Dakota Relay Service

provides unlimited phone communication between hearing, deaf, hard-of-hearing, deaf-blind, speech-disabled, and late-deafened individuals!

*Just Dial **7-1-1*** or use these toll-free numbers:*

Website:	***www.northdakotarelay.com***
800-866-6888	***TTY/TeleBraille***
800-866-6889	***Voice***
877-366-8600	***Voice Carry-Over (VCO)***
877-366-3709	***Speech-to-Speech (STS)***
877-366-8260	***STS VCO***
800-866-6888	***Hearing Carry-Over*** *(HCO)*
800-435-8590	***Spanish Relay***
900-230-5151	***900 (Not Toll-Free)***
877-243-2823	***Voice to Captioned Telephone***
866-217-3362	***Voice to Captioned Telephone -Spanish***
800-676-3777	***North Dakota Relay Customer Service***
877-787-1989	***Speech-to-Speech Customer Service***
800-676-4290	***Spanish Customer Service***
888-269-7477	***Captioned Telephone Customer Service***
866-670-9134	***Spanish Captioned Telephone Customer Service***

* *Some buildings with a PBX telephone system (often in hotels and offices that have extension numbers) make reaching 7-1-1 not possible. If you are unable to connect to 7-1-1, please use the alternative number given for each type of relay service call.*

North Dakota Relay Makes Telecommunications Accessible for Nonstandard Phone Users

What is North Dakota Relay?

North Dakota Relay is a free, completely confidential 24-hour public service that makes the use of the telephone possible and a better experience for many thousands of citizens and visitors of the state who are deaf, hard of hearing, deaf-blind, speech-disabled, and hearing.

How does North Dakota Relay work?

The person dials the toll-free North Dakota Relay number and gives the communications assistant (often abbreviated as the CA) the area code and number of the person receiving the call. An example of a North Dakota Relay service is a highly trained CA voices the typed comments by the TTY (text telephone) user and types the spoken comments by the other person back to the TTY user. North Dakota Relay provides several options to meet the needs of people who do not use the standard telephone.

How to connect to North Dakota Relay

Dial:	7-1-1*
TTY:	1-800-366-6888
Voice:	1-800-366-6889
Voice Carry-Over:	1-877-366-8600
Hearing Carry-Over:	1-800-366-6888
Speech-to-Speech:	1-877-366-3709
Speech-to-Speech VCO:	1-877-366-8260
Spanish Relay:	1-800-435-8590
900 Pay Per Call:	1-900-230-5151

* Some buildings with a PBX telephone system (often in hotels and offices that have extension numbers) make reaching 7-1-1 not possible. The above 800 numbers can be dialed when not able to get through to 7-1-1.

CapTel®—free captioned phone service

CapTel, short for captioned telephone, users place calls in the same way when dialing with a standard telephone. Utilizing voice recognition technology that displays verbatim captions of the conversation on screen of a telephone or computer screen, the CapTel user can hear and read what the other person is saying.

North Dakota Relay Makes Telecommunications Accessible for Nonstandard Phone Users

What is North Dakota Relay?

North Dakota Relay is a free, completely confidential 24-hour public service that makes the use of the telephone possible and a better experience for many thousands of citizens and visitors of the state who are deaf, hard of hearing, deaf-blind, speech-disabled, and hearing.

How does North Dakota Relay work?

The person dials the toll-free North Dakota Relay number and gives the communications assistant (often abbreviated as the CA) the area code and number of the person receiving the call. An example of a North Dakota Relay service is a highly trained CA voices the typed comments by the TTY (text telephone) user and types the spoken comments by the other person back to the TTY user. North Dakota Relay provides several options to meet the needs of people who do not use the standard telephone.

How to connect to North Dakota Relay

Dial:	7-1-1*
TTY:	1-800-366-6888
Voice:	1-800-366-6889
Voice Carry-Over:	1-877-366-8600
Hearing Carry-Over:	1-800-366-6888
Speech-to-Speech:	1-877-366-3709
Speech-to-Speech VCO:	1-877-366-8260
Spanish Relay:	1-800-435-8590
900 Pay Per Call:	1-900-230-5151

* Some buildings with a PBX telephone system (often in hotels and offices that have extension numbers) make reaching 7-1-1 not possible. The above 800 numbers can be dialed when not able to get through to 7-1-1.

CapTel®—free captioned phone service

CapTel, short for captioned telephone, users place calls in the same way when dialing with a standard telephone. Utilizing voice recognition technology that displays verbatim captions of the conversation on screen of a telephone or computer screen, the CapTel user can hear and read what the other person is saying.

North Dakota Relay Makes Telecommunications Accessible for Nonstandard Phone Users

What is North Dakota Relay?

North Dakota Relay is a free, completely confidential 24-hour public service that makes the use of the telephone possible and a better experience for many thousands of citizens and visitors of the state who are deaf, hard of hearing, deaf-blind, speech-disabled, and hearing.

How does North Dakota Relay work?

The person dials the toll-free North Dakota Relay number and gives the communications assistant (often abbreviated as the CA) the area code and number of the person receiving the call. An example of a North Dakota Relay service is a highly trained CA voices the typed comments by the TTY (text telephone) user and types the spoken comments by the other person back to the TTY user. North Dakota Relay provides several options to meet the needs of people who do not use the standard telephone.

How to connect to North Dakota Relay

Dial:	7-1-1*
TTY:	1-800-366-6888
Voice:	1-800-366-6889
Voice Carry-Over:	1-877-366-8600
Hearing Carry-Over:	1-800-366-6888
Speech-to-Speech:	1-877-366-3709
Speech-to-Speech VCO:	1-877-366-8260
Spanish Relay:	1-800-435-8590
900 Pay Per Call:	1-900-230-5151

* Some buildings with a PBX telephone system (often in hotels and offices that have extension numbers) make reaching 7-1-1 not possible. The above 800 numbers can be dialed when not able to get through to 7-1-1.

CapTel®—free captioned phone service

CapTel, short for captioned telephone, users place calls in the same way when dialing with a standard telephone. Utilizing voice recognition technology that displays verbatim captions of the conversation on screen of a telephone or computer screen, the CapTel user can hear and read what the other person is saying.

How do I apply for specialized telephone equipment?

The North Dakota Telecommunications Equipment Distribution Service (TEDS) is a program that provides free equipment for North Dakota residents with qualifying disabilities that interfere with the use of the telephone. Individuals who are experiencing difficulty using their current telephone equipment are encouraged to apply to receive assistive equipment through the TEDS.

For more information:

- **www.ndipat.org/services** and then click on the "**TEDS**" link.
- **800-895-4728** (Voice)
- **crawls@ndipat.org** (E-mail)

Learn more about Nebraska Relay

North Dakota Relay Website:
www.northdakotarelay.com

North Dakota Relay Customer Service:
1-800-676-3777 (TTY/Voice/ASCII)

North Dakota Relay Spanish Customer Service:
1-800-676-4290 (TTY/Voice/ASCII)

North Dakota Relay Speech-to-Speech Customer Service:
1-877-787-1989 (Voice)

CapTel Customer Service:
1-888-269-7477 (Voice/CapTel/TTY)

CapTel Spanish Customer Service:
1-866-670-9134 (Voice/CapTel/TTY)

Sprint TTY Operator Service:
1-800-855-4000

Services supported by surcharge

A few cents per telephone bill surcharge makes North Dakota Relay services possible for the citizens of North Dakota. Sprint is the provider of the relay services for North Dakota.

Sprint Relay

www.sprintrelay.com

How do I apply for specialized telephone equipment?

The North Dakota Telecommunications Equipment Distribution Service (TEDS) is a program that provides free equipment for North Dakota residents with qualifying disabilities that interfere with the use of the telephone. Individuals who are experiencing difficulty using their current telephone equipment are encouraged to apply to receive assistive equipment through the TEDS.

For more information:

- **www.ndipat.org/services** and then click on the "**TEDS**" link.
- **800-895-4728** (Voice)
- **crawls@ndipat.org** (E-mail)

Learn more about Nebraska Relay

North Dakota Relay Website:
www.northdakotarelay.com

North Dakota Relay Customer Service:
1-800-676-3777 (TTY/Voice/ASCII)

North Dakota Relay Spanish Customer Service:
1-800-676-4290 (TTY/Voice/ASCII)

North Dakota Relay Speech-to-Speech Customer Service:
1-877-787-1989 (Voice)

CapTel Customer Service:
1-888-269-7477 (Voice/CapTel/TTY)

CapTel Spanish Customer Service:
1-866-670-9134 (Voice/CapTel/TTY)

Sprint TTY Operator Service:
1-800-855-4000

Services supported by surcharge

A few cents per telephone bill surcharge makes North Dakota Relay services possible for the citizens of North Dakota. Sprint is the provider of the relay services for North Dakota.

Sprint Relay

www.sprintrelay.com

How do I apply for specialized telephone equipment?

The North Dakota Telecommunications Equipment Distribution Service (TEDS) is a program that provides free equipment for North Dakota residents with qualifying disabilities that interfere with the use of the telephone. Individuals who are experiencing difficulty using their current telephone equipment are encouraged to apply to receive assistive equipment through the TEDS.

For more information:

- **www.ndipat.org/services** and then click on the "**TEDS**" link.
- **800-895-4728** (Voice)
- **crawls@ndipat.org** (E-mail)

Learn more about Nebraska Relay

North Dakota Relay Website:
www.northdakotarelay.com

North Dakota Relay Customer Service:
1-800-676-3777 (TTY/Voice/ASCII)

North Dakota Relay Spanish Customer Service:
1-800-676-4290 (TTY/Voice/ASCII)

North Dakota Relay Speech-to-Speech Customer Service:
1-877-787-1989 (Voice)

CapTel Customer Service:
1-888-269-7477 (Voice/CapTel/TTY)

CapTel Spanish Customer Service:
1-866-670-9134 (Voice/CapTel/TTY)

Sprint TTY Operator Service:
1-800-855-4000

Services supported by surcharge

A few cents per telephone bill surcharge makes North Dakota Relay services possible for the citizens of North Dakota. Sprint is the provider of the relay services for North Dakota.

Sprint Relay

www.sprintrelay.com

North Dakota Relay Makes Telecommunications Accessible for Nonstandard Phone Users

www.northdakotarelay.com

What is North Dakota Relay?

North Dakota Relay is a free, completely confidential 24-hour public service that makes the use of the telephone possible and a better experience for many thousands of citizens and visitors of the state who are deaf, hard of hearing, deaf-blind, speech-disabled, and hearing.

How does North Dakota Relay work?

The person dials the toll-free North Dakota Relay number and gives the communications assistant (often abbreviated as the CA) the area code and number of the person receiving the call. An example of a North Dakota Relay service is a highly trained CA who voices the typed comments by the TTY (text telephone) user and types the spoken comments by the other person back to the TTY user. North Dakota Relay provides several options to meet the needs of people who do not use the standard telephone.

How to connect to North Dakota Relay

Dial:	7-1-1 *	Hearing Carry-Over:	1-800-366-6888
TTY:	1-800-366-6888	Voice Carry-Over:	1-877-366-8600
Voice:	1-800-366-6889	Speech-to-Speech:	1-877-366-3709
900 Toll:	1-900-230-5151	STS VCO:	1-877-366-8260
		Spanish Relay:	1-800-435-8590

* Some buildings with a PBX telephone system (often in hotels and offices that have extension numbers) make reaching 7-1-1 not possible. The above 800 numbers can be dialed when not able to get through to 7-1-1.

CapTel®—a free captioned phone service

CapTel, short for captioned telephone, users place calls in the same way when dialing with a standard telephone. Utilizing voice recognition technology that displays verbatim captions of the conversation on screen of a telephone or computer screen, the CapTel user can hear and read what the other person is saying.

How do I apply for specialized telephone equipment?

The North Dakota Telecommunications Equipment Distribution Service (TEDS) is a program that provides free equipment for North Dakota residents with qualifying disabilities that interfere with the use of the telephone. Individuals who are experiencing difficulty using their current telephone equipment are encouraged to apply to receive assistive equipment through the TEDS.

For more information:
- **www.ndipat.org/services** and then click on the "**TEDS**" link.
- **(800) 895-4728** (Voice) - Email: **crawls@ndipat.org**

Learn more about North Dakota Relay

North Dakota Relay Website:	**www.northdakotarelay.com**
North Dakota Relay Customer Service:	**1-800-676-3777** (TTY/Voice/ASCII)
North Dakota Relay Spanish Customer Service:	**1-800-676-4290** (TTY/Voice/ASCII)
Speech-to-Speech Customer Service:	**1-877-787-1989** (Voice)
CapTel Customer Service:	**1-888-269-7477** (Voice/CapTel/TTY)
CapTel Spanish Customer Service:	**1-866-670-9134** (Voice/CapTel/TTY)
Sprint TTY Operator Service:	**1-800-855-4000**

Services supported by surcharge

A few cents per telephone bill surcharge makes North Dakota Relay services possible for the citizens of North Dakota. Sprint is the provider of the relay services for North Dakota.

7-1-1 is not an emergency number

Some people might assume it is okay to call 7-1-1 for emergencies. The 7-1-1 North Dakota Relay number is for relay service calls only. The Americans with Disabilities Act (ADA) requires that 911 centers be prepared to handle emergency calls from people who use the text telephone. North Dakota Relay will make every effort to assist a person during an emergency but cannot serve in the same function as 911 centers. North Dakota Relay does not assume responsibility for handling emergency calls.

Appendix G:

Copies of Relay Brochures or Other Advertisements

DIAL 7-1-1 to CONNECT and CONVERSE *Easily*

RELAY NORTH DAKOTA

www.relaynorthdakota.com

- Traditional TTY
- Speech-to-Speech
- Voice Carry-Over
- Capitoned Telephone
- Hearing Carry-Over
- Internet Relay
- Spanish Relay
- TTY Payphone
- International Calls

Full Telephone Accessibility

What is Relay North Dakota?

Relay North Dakota is a free service that provides full telephone accessibility to people who are deaf, hard-of-hearing, deafblind, or have a speech disability. This service allows text-telephone (TTY) or assistive equipment users to communicate with standard (voice) telephone users through specially trained relay operators.

Calls can be made to virtually anywhere in the world, 24 hours a day, 365 days a year with no restrictions on the number, length, or type of calls. All calls are **strictly confidential** and no records of any conversations are maintained.

Relay North Dakota is provided by North Dakota-based telephone companies collectively through a contract with Sprint.

How Does Relay Work?

1 TTY user types her conversation to the relay operator.

2 Relay operator then voices TTY user's typed message to voice user.

3 After TTY user types "GA," it is voice user's turn to respond.

4 Relay operator relays voice user's spoken words by typing them back to TTY user.

Easy-to-Remember Relay Number

Dial 7-1-1

7-1-1 is a telephone relay number that allows people who are standard (voice) telephone users, deaf, hard-of-hearing, deafblind or who have a speech disability to access state relay services. Relay users can simply dial 7-1-1 to connect with Relay North Dakota. This allows easier access, particularly for less experienced relay users such as businesses or friends and family of TTY users.

Note:

If you have problems with 7-1-1 when calling through your switchboard (which usually is a PBX telephone system), you may need to contact your PBX administrator to have the system configured to allow 7-1-1 dialing.

If you are not on a PBX telephone system, and you cannot access Relay North Dakota when dialing 7-1-1, call a customer service representative at your local telephone company. It is possible that your local telephone company may not have established 7-1-1 dialing through its system.

PBX telephone systems are often in businesses, agencies, hotels and other places where extension numbers are used. And most often, a way around this issue is to dial the full 10-digit toll-free number.

If you continue to experience difficulties in dialing 7-1-1, contact the Relay North Dakota Customer Service:

800-676-3777
(TTY/Voice/ASCII/VCO/HCO)

Email :
Sprint.TRSCustServ@sprint.com

Español:
800-676-4290
(TTY/ASCII/HCO/Voz/VCO)

7-1-1 Available:

- **TTY to Voice**
- **Voice to TTY**
- **Speech-to-Speech**
- **CapTel®**
- **Voice Carry-Over**
- **Hearing Carry-Over**
- **Spanish Relay**
- **TeleBraille**

7-1-1 Not Available:

- **WebCapTel®**
- **Internet Relay**

Emergency 9-1-1

In case of emergency, TTY users should call directly the TTY-equipped center or emergency services center in their community.

The 9-1-1 operators have TTY machines and are trained to respond to all needs of people in North Dakota including those who are deaf or have hearing loss. 7-1-1 is **NOT** a substitute for deaf, hard-of-hearing, deaf-blind, and speech-disabled residents who need emergency services.

HOWEVER, if you use a TTY and cannot obtain emergency services on 9-1-1, you may call 7-1-1 and tell the relay operator you have an emergency situation. The operator will then voice your emergency to the North Dakota Local or State Police.

7-1-1 is NOT an emergency number.

7-1-1 should not be confused with 9-1-1.

Dial and Converse Easily

TTY to Voice

7•1•1

800•366•6888

Some people who are deaf, hard-of-hearing, or deafblind use a TTY to type their conversation to a relay operator, who then reads the typed conversation to a hearing person. The relay operator relays the hearing person's spoken words by typing them back to the TTY user.

How to Make a TTY to Voice Phone Call:

1. Dial the TTY relay number.
2. The relay operator will answer with "RELAY OPR 2345" (for relay operator identification), F or M (for relay operator gender) and GA. (GA stands for Go Ahead.)
3. Type in the area code and telephone number you wish to call and then type GA.
4. The relay operator will dial the number and relay the conversation to and from your TTY. Type in GA at the end of each message.
5. When you finish the conversation, type SK (Stop Keying) and then hang up.

Voice to TTY

7•1•1

800•366•6889

Standard telephone users can easily initiate calls to TTY users. The relay operator types the hearing person's spoken words to the TTY user and reads back the typed replies.

How to Make a Voice to TTY Phone Call:

1. Dial the voice relay number.
2. You will hear, "Relay North Dakota operator [number]. May I have the number you are calling, please?"
3. Give the relay operator the area code and telephone number you wish to call and any further instructions.
4. The relay operator will process your call, relaying exactly what the TTY user is typing. The Relay operator will relay exactly what you say back to the TTY user.
5. Say the letters SK or say "stop keying" and then hang up.

Tips for Hearing Callers:

- Be sure to talk **directly** to your caller, **avoid** saying "tell him" or "tell her".
- **Say** "**GA**" or "**Go Ahead**" at the end of your response.
- **Say** "**SK**" or "**Stop Keying**" before you hang up.

Equal Accessibility

TeleBraille

Deafblind relay users often use TTYs equipped with TeleBraille. Specially trained relay operators are familiar with deafblind users and trained to provide effective solutions to their calling needs.

Text Pacing:
This feature is specific to TeleBraille users. During the calls, the relay operator will type at a regular pace. The message comes across on the user's TeleBraille at a rate of 15 words per minute. This allows the user to achieve a more readable rhythm. It is set at this default words-per-minute rate unless the deafblind user requests increased or decreased rates of text in increments of five words per minute.

7 •1•1

800•366•6888

How to Make a TeleBraille Phone Call:

Deafblind user types the conversation to relay operator. Relay operator voices the typed message to voice user.

Relay operator types the voice user's conversation to Deafblind user. Deafblind user "reads" the conversation through a TeleBraille device.

Spanish Relay

Relay North Dakota also provides the service in Spanish. TTY users can type in Spanish and the conversations will be relayed in Spanish or English. TTY users can also request Spanish-to-English or English-to-Spanish translation. To make a Spanish relay call, dial the Relay North Dakota number and instruct the relay operator how you want your call translated.

7 •1•1

800•435•8590

How to Make a Spanish Relay Call:

Relay operator voices TTY user's typed message in Spanish to voice user.

Relay operator relays voice user's spoken words in Spanish by typing them back to TTY user.

Talk With Ease

Speech-to-Speech

Speech-to-Speech (STS) allows a person with a speech disability to voice his/her comments. A specially trained Relay North Dakota operator will listen and repeat the speech-disabled user's comments to the called party. You do not need special equipment to use this service.

7•1•1

877•366•3709

877•366•8260 (STS VCO)

877•787•1989 (Customer Service)

How to Make an STS Phone Call:

STS user talks to voice user.

Relay operator re-voices STS user's conversation to voice user.

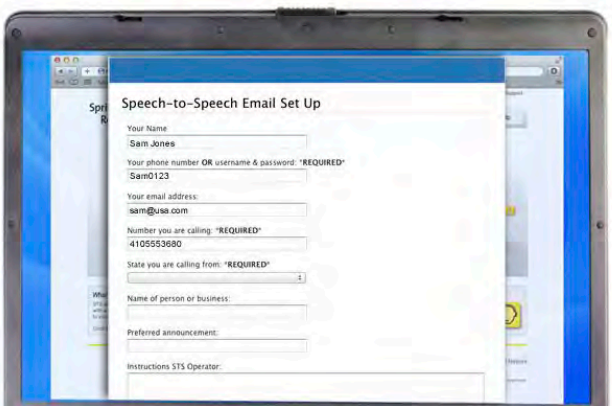
Voice user talks directly back to STS user.

My Email Set Up

This new feature makes call set-up easy for anyone with a speech disability.

In making the call set-up more efficient, Relay North Dakota now offers **My Email Set Up**. Now, an STS user can e-mail call instructions or information 2 to 24 hours prior to the call. This can include information such as the number to be dialed, the name of the person being called, any special instructions to help make the call easier.

For more information about My Email Set Up, go to **www.sprintsts.com/myemailsetup.html**



My Wireless *STS

A new national wireless solution for STS users.

While 711 has been implemented across the nation, it's often difficult or time consuming to reach STS when not at home. Sprint has implemented a national wireless short code for STS to make it easier to place or receive STS calls. Simply dial *787 (*STS) from any Sprint wireless phone to be connected with a Sprint STS relay operator.

Please note that this service is only available on the Sprint wireless network at this time.

For more information about My Wireless *STS, contact STS Customer Support at 877-787-1989 or visit **www.sprintsts.com/mywireless**

Listen With Clarity

Hearing Carry-Over

Hearing Carry-Over (HCO) allows speech-disabled users with hearing to listen to the person they are calling. The HCO user types the conversation for the relay operator to voice to the standard telephone user.

7•1•1

800•366•6888

How to Make an HCO Phone Call:

HCO user types the conversation to relay operator.

Relay operator voices VCO user's typed message to voice user.

Voice user talks directly to HCO user.

HCO to TTY

HCO users can listen while the relay operator is voicing the TTY user's typed message. The HCO user types the conversation directly to the TTY user.

HCO user types the message directly to TTY user.

TTY user types the message to the relay operator.

Relay operator voices TTY user's typed message to HCO user.

HCO to HCO

HCO users can contact other HCO users. The relay operator will voice to both parties what is typed on each user's TTY.

HCO user #1 types the conversation to relay operator. Relay operator voices the typed message by HCO user #1 to HCO user #2.

HCO user #2 types the conversation to HCO user #1. Relay operator voices the typed message by HCO user #2 to HCO user #1.

Talk With Confidence

Voice Carry-Over

Voice Carry-Over (VCO) is a service that enables a hard-of-hearing or deaf user to speak directly to the hearing person.

When a hearing person speaks to the VCO user, the relay operator will serve as his/her "ears" and type everything said that will appear on a TTY or text display equipment.

7•1•1

877•366•8600

How to Make a VCO Phone Call:

VCO user talks to voice user directly.

After VCO user says, "Go Ahead", it is voice user's turn to respond.

1 2 3 4

Voice user talks to VCO user while the relay operator types voice user's message.

VCO user reads the message on the TTY or text display equipment.

The relay operator specializes in all types of Voice Carry-Over calls, such as VCO Direct, VCO to TTY, VCO to VCO, or Two-Line VCO. With this service, you no longer have to specify your call type to the operator.

VCO to TTY

The relay operator will type what the Voice Carry-Over user says to the TTY User. The message that the TTY user types will go directly to the VCO user's TTY or text display equipment.

VCO user talks to TTY user via relay operator.

Relay operator types VCO user's conversation to TTY user. TTY user reads the message on the TTY screen.

TTY user types messages to VCO user's TTY or text display equipment.

VCO to VCO

The relay operator will serve as both Voice Carry-Over users' "ears" and type what the other person says. This is for people who have a VCO phone without a text display equipment or don't wish to type.

VCO user #1 talks to VCO user #2. Relay operator types VCO user #1's conversation to VCO user #2.

VCO user #2 reads the message on the TTY screen or text display equipment.

VCO user #2 talks to VCO user #1. Relay operator types conversation back to VCO user #1.

Two-Line Voice Carry-Over

Two-line VCO allows a deaf or hard-of-hearing person with two telephone lines to use one line for speaking directly to a hearing person while the second line is used to receive the hearing person's typed responses.

How to Make a Two-Line VCO Phone Call:

1. Dial the Relay North Dakota number on line #1 and type, "TWO LINE VCO PLS CALL ME BACK ON (provide VCO user's telephone number on line #2)".
2. The relay operator will call VCO user back on line #2. Pick up the line #2 phone and then press the flash button or switch-hook to obtain a second dial tone.
3. Dial voice user's number.
4. Press the flash button or switch-hook to reconnect the operator to being VCO user's conversation.

5. While the 1st phone line is connected to relay operator, VCO user speaks directly to voice user on the 2nd phone line.

6. Voice user talks to VCO user.

7. Relay operator types voice user's message to VCO user.

8. VCO user reads text message on the TTY via the 1st line while listening to voice user on the 2nd line.

Read, Listen, and Talk

CapTel®

CapTel users place a call in the same way they would when using a traditional phone by dialing the number directly. The CapTel phone automatically connects to North Dakota's captioning relay service as you dial on a one or two-line phone.

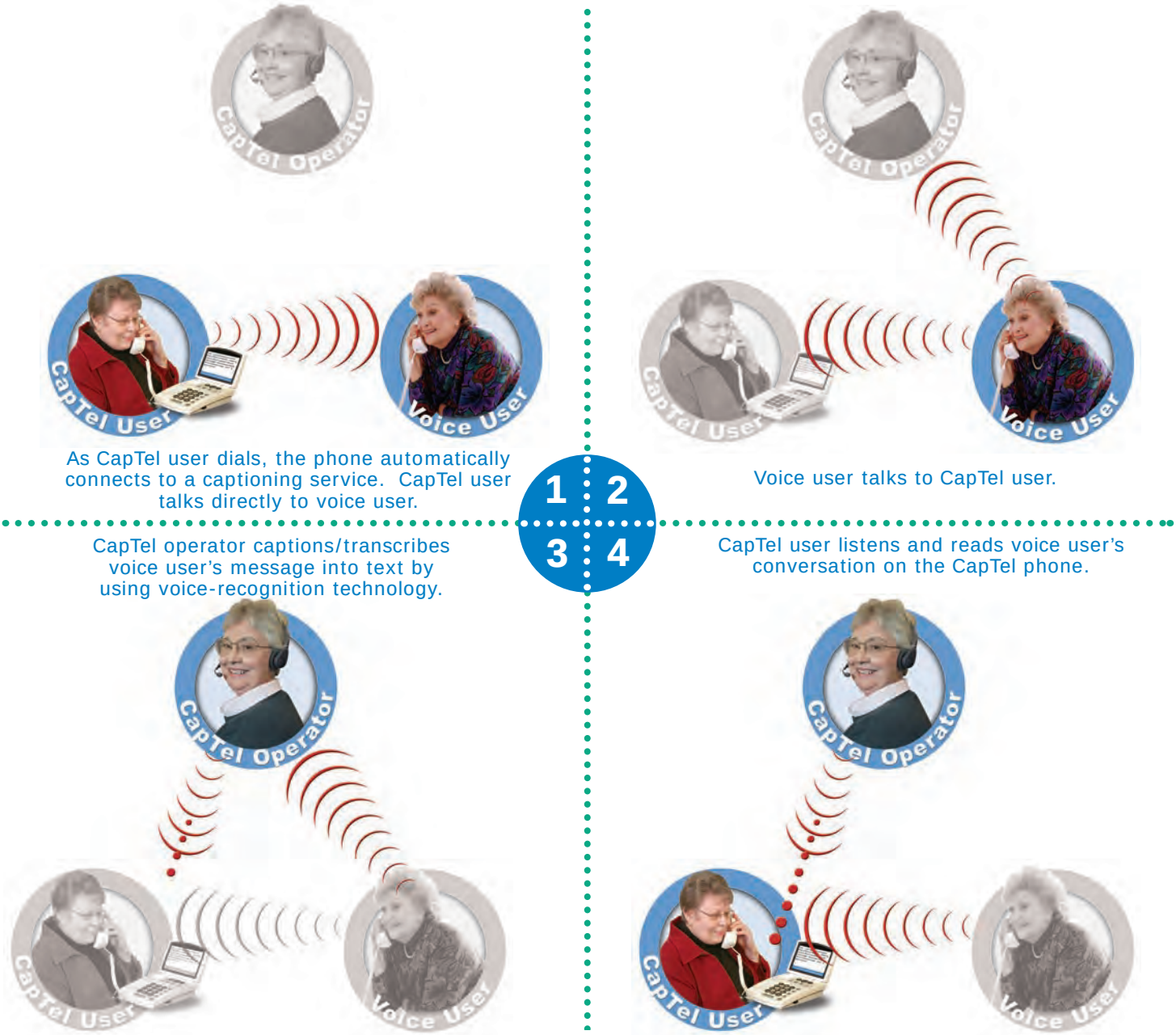
When the other person speaks, you can hear his/her voice and also read the spoken comments on your CapTel phone display screen.

CapTel is an acronym for captioned telephone.

For CapTel Callers: **Dial the person you are calling directly**

For Hearing Callers: **877•243•2823**

How to Make a CapTel Phone Call:



1. As CapTel user dials, the phone automatically connects to a captioning service. CapTel user talks directly to voice user.
2. Voice user talks to CapTel user.
3. CapTel operator captions/transcribes voice user's message into text by using voice-recognition technology.
4. CapTel user listens and reads voice user's conversation on the CapTel phone.

NOTE: CapTel users are responsible for their own long-distance charges. However, there is no charge for using the CapTel service.
To purchase a CapTel, go to **www.weitbrecht.com/captel-north-dakota.html**

WebCapTel®

WebCapTel is a service that allows a who prefers to speak on the phone to read the spoken comments on a web browser during the call and be able to use any kind of phone to hear the voice from the other person.

A WebCapTel user would place and receive calls while logged on the Internet: www.sprintcaptel.com

For WebCapTel Callers:
www.sprintcaptel.com

For Hearing Callers:
800•933•7219

How to Make a WebCapTel Phone Call:

1 WebCapTel user speaks directly to Voice user on the telephone.

2 Voice user speaks directly to WebCapTel user.

3 The Sprint Captioned Telephone operator transcribes Voice user's spoken message into text (captions) using voice-recognition technology.

4 WebCapTel user listens to Voice user on the telephone while reading captions of the conversation on a display screen.

Connect Beyond Boundaries

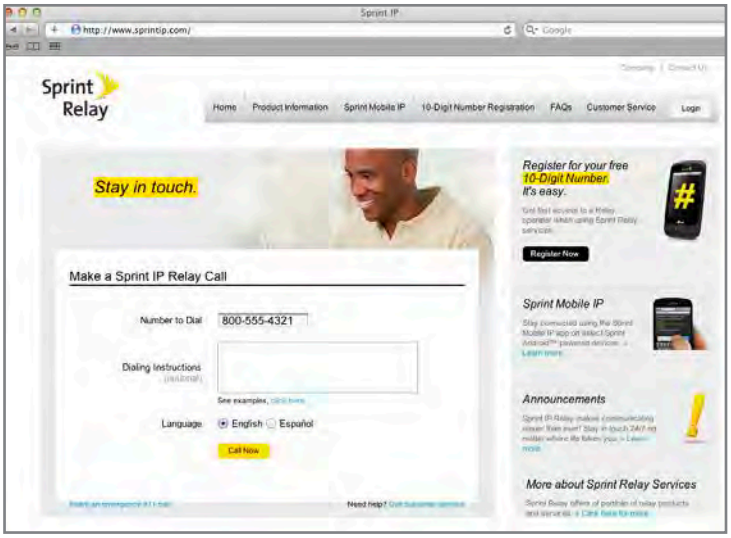
Internet Relay

www.sprintip.com

Sprint IP Relay is a free service offered to deaf and hard-of-hearing individuals. This service allows them to place relay calls over the Internet via their computer or laptop. Per FCC regulations, international calls are not allowed. International calls will either be blocked or terminated.

IMPORTANT:
Users are required to register a 10-digit phone number at mysprintrelay.com. Without the 10-digit number, you will not be able to make or receive Internet Relay calls.

Registration is not required when making emergency 911 calls.



How to Make an Internet Relay Call:

1. Connect at: **www.sprintip.com**
2. Type in the phone number you wish to call.
3. Click on the yellow "Call Now" button.

   Call Now

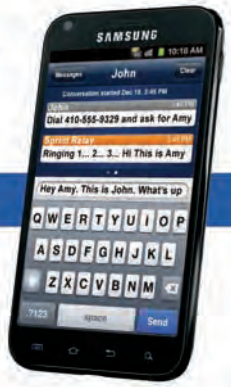
4. The relay operator will dial the number.
5. The relay operator will relay the conversation to and from your computer/laptop.
6. Type "GA" at the end of each message.
7. When you finish the conversation, type "SK".
8. Click on the gray "Disconnect" button on the upper left of the screen.

   Disconnect

9. The message "Your call has been disconnected. Thank you for using Sprintip.com" appears on the screen letting you know that the call has been disconnected.

Anytime, Anywhere, Anyhow

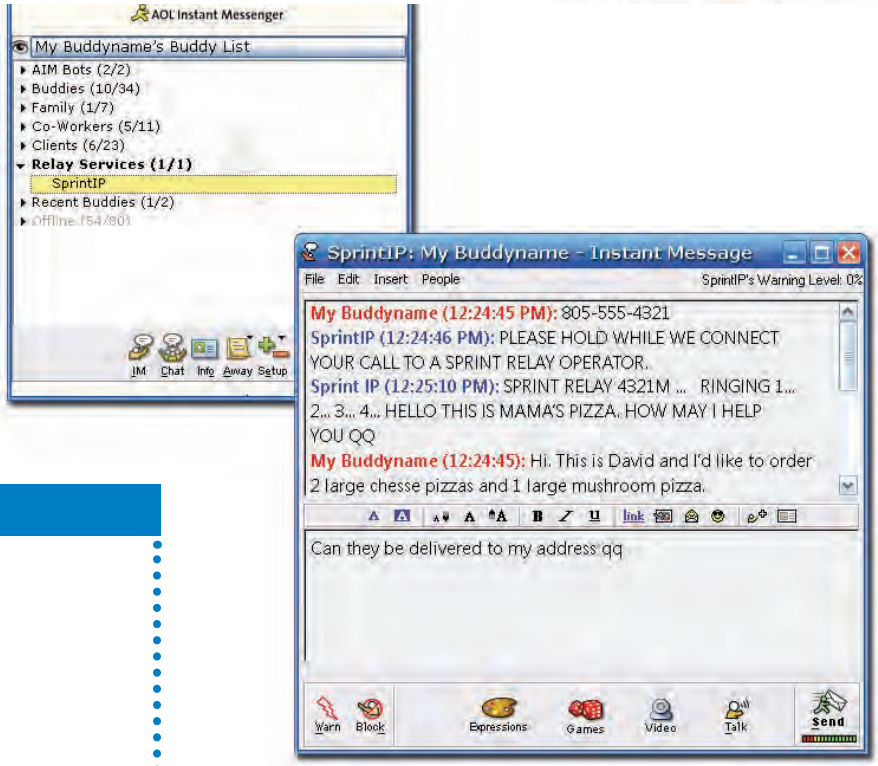
Instant Message Relay



You can place and receive Instant Message Relay calls from your wireless device (i.e.; BlackBerry or smartphone) or any computer (Windows-based or Mac) using AOL Instant Messenger® (AIM), or Google Talk® (GTalk).

Back and forth communication takes place in a snap and you have only your fingertips to slow you down.

IMPORTANT:
Users are required to register a 10-digit phone number at **mysprintrelay.com**. Without the 10-digit number, you will not be able to make or receive Instant Message Relay calls.



How Does IM Relay Work:

- Add to your Contact List:
  - AIM: **SprintIP**
  - GTalk: **SprintIPRelay**
- Type **Espanol** to connect with a Spanish-language relay operator.
- Type **Help** to connect with Sprint Relay Customer Service.
- Type **M** for Menu.

TTY Payphone

The Federal Communications Commission (FCC) issued an order of access to relay services through public payphones.

The order states that:

- All local calls from TTY payphones are free of charge.
- Toll calls can be billed through calling cards and prepaid cards.

TTY users who wish to use a coin TTY payphone can use Relay North Dakota to assist in connecting calls. There are several ways to bill non-local calls:

- Collect
- Third party
- Calling card
- Prepaid card

7•1•1

800•366•6888

Answering Machine Retrieval

The TTY user can request the relay operator to **retrieve voice messages** from the answering machine.

Relay North Dakota **DOES NOT** enter a "CALL TO" number.

1. Place your phone handset on the speaker part of the answering machine until all messages have been retrieved.
2. Place the phone handset back on the TTY and type "GA."
3. Relay operator will type your messages.

7•1•1

800•366•6888

900 Services

Relay North Dakota provides a **toll-free 900 number** that connects relay callers to any 900 or 800 Pay-Per-Call service.

NOTE:

The caller is responsible for direct billing.

How to Make 900 Phone Call:

1. Relay users dial a separate toll-free 900 number to connect with Relay North Dakota.
2. Relay operator will dial the requested outbound 900 or 800 Pay-Per-Call service number.
3. Upon connection to the 900 number, billing procedures will begin.

900•230•5151

NOTE:

Billing procedures may apply differently depending upon the pay-per-call service called.

For further assistance with 900 calls, call Relay North Dakota 24-hour Customer Service at 800-676-3777 (TTY/Voice)

Directory Assistance

Relay North Dakota will relay **Directory Assistance (DA)** calls between TTY users and the Local Exchange Carrier (LEC) DA operator. Once the caller makes the request, the relay operator will contact the appropriate LEC DA operator. After obtaining the number, the caller may choose to place the call through Relay North Dakota or dial directly from TTY to TTY.

International Calls

Relay North Dakota allows you to place and receive calls to and from **anywhere in the world** (using English or Spanish).

Callers from a country outside the United States may also access Sprint Relay via 605-224-1837.

605•224•1837

ASCII

Computer users can access Relay North Dakota directly. **ASCII Split Screen** is designed to allow high-speed ASCII computer users and relay operators to type their conversations which can be viewed on split windows. ASCII users and voice users can interrupt the relay operator if needed.

If your computer has 1200 Baud or up, use these settings:

- 8 Bits
- No Parity
- 1 Stop Bit
- Full Duplex

If your computer has 300 Baud or below, use these setting:

- 8 Bits
- No Parity
- 1 Stop Bit
- Half Duplex

7 •1•1

800•366•6888

Equipment Distribution Service

North Dakota Telecommunications Equipment Distribution Service (TEDS) provides free specialized telecommunications equipment for individuals who are deaf, hard-of-hearing, deaf-blind, or have a speech disability.

To qualify you must:

- meet income requirements
- be a North Dakota resident age 5 or over
- have difficulty using the telephone because you are deaf, hard-of-hearing, deaf-blind, or have a speech disability
- have applied for or have phone service in your home
- are certified by a physician, audiologist, hearing instrument specialist, or speech pathologist as unable to use a telephone readily purchased from a retail store

Contact:

- Interagency Program for Assistive Tecnnology (IPAT)
  3240 15th Street S.
  Suite B
  Fargo, ND 58104
- **701-365-4728** (Voice/TTY)
- **800-895-4728** (Voice/TTY)
- **crawls@ndipat.org** (Email)
- **www.ndipat.org** and click the **TEDS** link (Website)

RELAY NORTH DAKOTA

Relay North Dakota	www.relaynorthdakota.com
Voice Caller	7-1-1 or 800-366-6889
TTY/TeleBraille Caller	7-1-1 or 800-366-6888
Voice Carry-Over (VCO)	7-1-1 or 877-366-8600
Hearing Carry-Over (HCO)	7-1-1 or 800-366-6888
Speech-to-Speech (STS)	7-1-1 or 877-366-3709
STS VCO	7-1-1 or 877-366-8260
Spanish Relay	7-1-1 or 800-435-8590

For more information:
www.relaynorthdakota.com

TTY Users	7-1-1 800-366-6888
Hearing Users	7-1-1 800-366-6889
TeleBraille Relay	7-1-1 800-366-6888
Spanish Relay	7-1-1 800-435-8590
Voice Carry-Over (VCO)	7-1-1 877-366-8600
Hearing Carry-Over (HCO)	7-1-1 800-366-6888
Speech-to-Speech (STS)	7-1-1 877-366-3709 (For STS VCO: 877-366-8260) 877-787-1989 (Customer Service for STS only)
Internet Relay	www.sprintip.com
CapTel®	For CapTel Caller: Dial the person you are calling directly For Hearing Callers: 877-243-2823
WebCapTel®	For WebCapTel Caller: Login at www.sprintcaptel.com For Hearing Callers: 800-933-7219
900 Services	900-230-5151
Relay North Dakota Customer Service	800-676-3777 (TTY/Voice/ASCII) 800-676-4290 (Español - TTY/Voz/ASCII) Sprint.TRSCustServ@sprint.com (E-mail)

ND Relay Website	**www.relaynorthdakota.com**
Relay North Dakota Customer Service	**800-676-3777 (TTY/Voice)** **800-676-4290 (Español)** **Sprint.TRSCustServ@sprint.com (E-mail)**
CapTel® Customer Service	**888-269-7477 (TTY/Voice)** **866-670-9134 (Español)** **captel@captel.com (E-mail)**
Speech-to-Speech Customer Service	**877-787-1989**

- **Cut the card.**
- **Put in your wallet.**
- **Use it when you call someone via Relay North Dakota.**

Appendix H:

Copy of Legislation or Other Establishing TRS in the State

CHAPTER 54-44.8
COMMUNICATIONS-IMPAIRED TELECOMMUNICATIONS SERVICES

54-44.8-01. Definitions.

As used in this chapter, unless the context otherwise requires:

1. "Administrator" means the individual employed by the chief information officer of the state to oversee administration of the program.
2. "Commission" means the public service commission.
3. "Communications impaired" means the condition of an individual who is deaf, hearing impaired, speech impaired, or mobility impaired so as to be unable to use a telephone readily purchased from a retail store.
4. "Department" means the information technology department.
5. "Disadvantaged" means residing in a household that has a median income not more than the applicable median income in this state, except the term includes residing in a household that has a median income not more than one hundred fifty percent of the applicable median income in this state if the resident is deaf.
6. "Local exchange company" means a telecommunications company that provides telephone access lines to members of the general public who are its customers.
7. "Program" means the program established under section 54-44.8-03.
8. "Radio communications access" means the radio access between a customer of a radio communications service provider and the provider.
9. "Radio communications service provider" means a telecommunications company that provides radio communication service or cellular service to members of the general public who are its customers.
10. "Specialized telecommunications equipment" means a dedicated telecommunications device that, when connected to a telephone, enables or assists a person who is communications impaired to communicate with another person utilizing the telephone network. The term may include telecommunications devices for the deaf, amplifiers, and signaling devices. Specialized telecommunications equipment provided under this chapter to an individual may not exceed two thousand dollars in total cost per device.
11. "Telecommunications relay service" means a statewide service through which a communications-impaired individual, using specialized telecommunications equipment, may send and receive messages to and from a noncommunications-impaired individual whose telephone is not equipped with specialized telecommunications equipment and through which a noncommunications-impaired individual, by using voice communication, may send and receive messages to and from a communications-impaired individual.
12. "Telephone access line" means the facilities between a serving central office and the customer of a local exchange company which are required to provide access to the local and toll network.

54-44.8-02. Responsibilities of the administrator.

The administrator shall oversee the department's administration of the program. The administrator shall:

1. Review and recommend policies and procedures governing administration of the program and ensure the program is in compliance with any applicable state or federal law or rule;
2. Prepare a budget for administration of services under the program;
3. Monitor the expenditures of funds for the program;
4. Monitor the quality of the program and the satisfaction of the users; and
5. Perform any other duties necessary to oversee administration of the program.

54-44.8-03. Program established - Purpose.

1. The department shall establish and administer a program to provide telecommunications relay service to persons who are communications impaired.

2. The program shall provide a telecommunications relay service to allow persons who are communications impaired to communicate via the telecommunications network with noncommunications-impaired persons.
3. The department of human services shall furnish specialized telecommunications equipment to meet the needs of individuals who are communications impaired and who might be otherwise disadvantaged in their ability to obtain such equipment. The department of human services shall determine eligibility and may provide the specialized telecommunications equipment to individuals determined eligible within the limits of funding made available to the department of human services through gifts and grants received under section 54-44.8-06 and from funding made available by the information technology department from the surcharge collected pursuant to section 54-44.8-08, which are appropriated.

54-44.8-04. Responsibilities of the department.

The department shall:

1. Develop rules, policies, and procedures, as may be necessary, to govern administration of the program.
2. Implement the telecommunications relay service as described in subsection 2 of section 54-44.8-03 by July 26, 1993, to the extent funds generated by the surcharge described in section 54-44.8-10 are available.
3. Perform any other duties necessary to properly administer the program.

54-44.8-05. Telecommunications relay service - Requirements.

1. The department shall contract with a qualified provider to design and implement a telecommunications relay service that fulfills the requirement of subsection 2 of section 54-44.8-03. The department shall award the contract for this service to the offeror whose proposal is the most advantageous to the state; considering price, the interests of the communications-impaired community in having access to a high quality and technologically advanced telecommunications system, and all other factors listed in the request for proposals.
2. Except in cases of willful misconduct, gross negligence, or bad faith, neither the department nor the provider of the telecommunications relay service, nor the employees of the provider, are liable for any damages or claims for relief arising out of or resulting from the establishment of, participation in, or operation of the telecommunications relay service.
3. The department shall require, under the terms of the contract, that:
   a. The service be available statewide for operation seven days a week, twenty-four hours per day, including holidays, for both interstate and intrastate calls.
   b. The service relay all messages promptly and accurately.
   c. The service maintain the privacy of persons using the system.
   d. The provider preserve the confidentiality of all telephone communications.
   e. The service conform to any standards established by applicable state or federal laws or rules.

54-44.8-06. Gifts and grants.

The department of human services may accept contributions and gifts and may apply for and accept grants, in money or otherwise, to the program. Monetary contributions, gifts, and grants must be deposited in the state treasury to be credited to the department of human services operating account.

54-44.8-07. Telecommunications services account for the communications impaired.

The telecommunications services account for the communications impaired consists of all surcharges billed and collected pursuant to section 54-44.8-08. Subject to legislative appropriation, the department may expend moneys from the account for purposes of implementing this chapter.

54-44.8-08. Telephone access line and radio communications access surcharge.

1. Before May first of each year, the department shall report all cost data and other information to the commission. Each local exchange company and radio communications service provider shall report all information requested by the department in order to determine the number of telephone access lines and radio communications access service numbers. Before June first of each year, the commission shall determine the amount of a surcharge, not to exceed eleven cents per telephone access line per month, based upon available cost data and other information provided by the department necessary to cover the costs of providing intrastate telecommunications relay service as provided in section 401 of the federal Americans with Disabilities Act of 1990 [47 U.S.C. 225], including the cost of implementing and administering this chapter which includes the provision of specialized equipment to eligible persons, and taking into consideration any surplus in the telecommunications services account. The surcharge is imposed effective on its determination by the commission and must be billed and collected as provided in this chapter. The surcharge is subject to section 49-21-01.3. Funding for the interstate portion of the state telecommunications relay service must be provided in a manner consistent with rules and orders adopted by the federal communications commission in implementing the federal Americans with Disabilities Act. The department shall notify each local exchange company and radio communications service provider, in writing, of the amount of the monthly surcharge determined by the commission.
2. Each local exchange company and radio communications service provider shall include and identify the surcharge determined under subsection 1 in its monthly billing for service to a customer of the company or provider.
3. Each customer of a local exchange company or radio communications service provider is liable for payment to the local exchange company or radio communications service provider of any surcharge imposed pursuant to this chapter. The local exchange company or radio communications service provider is not liable for any uncollected surcharge, nor does the company have an obligation to take any legal action to enforce the collection of any surcharge that is unpaid by its customers.
4. No customer of a local exchange company may be required to pay the surcharge on more than one hundred telephone access lines per account and no customer of a radio communications service provider may be required to pay the surcharge on more than one hundred radio communications access service numbers per account in this state.
5. Except as provided in subsection 6, a local exchange company or radio communications service provider shall transmit all surcharges billed and collected to the department no later than the last day of the month following the end of the calendar quarter in which the surcharge is collected. The administrator shall remit the surcharges received to the state treasurer. The state treasurer shall deposit all surcharges received in the state treasury to the credit of the telecommunications services account for the communications impaired.
6. Each local exchange company or radio communications service provider may deduct and retain five percent of the total surcharges billed and collected each month to cover its administrative expense in complying with the requirements of subsections 2, 3, 4, and 5.

54-44.8-09. Records - Audit.

Each local exchange company or radio communications service provider shall maintain a record of the surcharges billed and collected pursuant to section 54-44.8-08 for a period of three years from the date of billing or collection, respectively. The commission may audit each local exchange company's or radio communications service provider's records to assure compliance with this chapter.

Appendix I:

Copies of Complaint Logs

2008 - 2012

DOCKET FILE COPY ORIGINAL

Received & Inspected

JUN 3 0 2008

FCC Mail Room

June 26, 20085

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-B204
Washington, DC 20554

Re: In the Matter of Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities, CG Docket No. 03-123

Dear Marlene,

Please see the attached Annual Complaint Log for the State of North Dakota for the period of June 1, 2007 through May 31, 2008. You will also find an electronic disk copy of the complaint log on a standard 3.5 inch diskette.

Please review the information, and if this is not sufficient, please advise and I will be glad to provide additional information.

Thank you,

Roxy Ennen
State of North Dakota
Information Technology Department
701-328-2300
rennen@nd.gov

Attachments:

1) 1 original & 4 copies of the Annual Complaint Log
2) (2) 3.5 inch diskettes

No. of Copies rec'd 0
List ABCDE

Received & Inspected
JUN 3 0 2008
FCC Mail Room

Sprint Relay

NORTH DAKOTA

FCC COMPLAINT LOG

2008

Complaint Tracking for ND (06/01/2007-05/31/2008). Total Customer Contacts: 3

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	04/15/08	Voice customer is have trouble being detected by relay so her calls are going unanswered and gets disconnected. No one is voicing the relay greeting to her, she only hears the tones. Call took place at approximately 3 pm CT, 4/15/08. Apologized, A trouble ticket was created. No follow-up requested.	04/15/08	Customer requested no follow up. Case is closed.
2	02/11/08	I said to relay after call finished, "Thank you bye sk" and she just said sksk. Caller felt that was rude and CA should have responded with U R Welcome.	02/11/08	Team Leader met with CA and reminded them respond to customers. Be courteous and don't type sksk until the tty user does.
3	07/17/07	At 250pm the VCO customer placed the call and reached an answer machine which an agent relayed. VCO customer was upset that the agent did not adhere to her customer notes not to type recording and that GA is to be given. Apologized for the inconvenience and explained that notes could be confusing to the agent and offered to modify it. VCO continued on with the obscenities of how "stupid" the agent and the supervisor are. I ended up modifying the note which clearly stated not to type ans mach as well as recording. No follow up needed.	07/17/07	Customer note was adjusted ensuring that this should not happen again.

DOCKET NO. 03-123

DOCUMENT OFF-LINE

This page has been substituted for one of the following:

o This document is confidential (NOT FOR PUBLIC INSPECTION)

o An oversize page or document (such as a map) which was too large to be scanned into the ECFS system.

o Microfilm, microform, certain photographs or videotape.

o Other materials which, for one reason or another, could not be scanned into the ECFS system.

The actual document, page(s) or materials may be reviewed (EXCLUDING CONFIDENTIAL DOCUMENTS) by contacting an Information Technician at the FCC Reference Information Centers) at 445 12th Street, SW, Washington, DC, Room CY-A257. Please note the applicable docket or rulemaking number, document type and any other relevant information about the document in order to ensure speedy retrieval by the Information Technician.

2 DISKS

June 23, 2009

DOCKET FILE COPY ORIGINAL Received & Inspected
JUN 29 2009
FCC Mail Room

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

Re: In the Matter of Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities, CG Docket No. 03-123

Dear Marlene,

Please see the attached Annual Complaint Log for the State of North Dakota for the period of June 1, 2008 through May 31, 2009.

Please review the information, and if this is not sufficient, please advise and I will be glad to provide additional information.

Thank you,

Roxy Ennen

Roxy Ennen
State of North Dakota
Information Technology Department
701-328-2300
rennen@nd.gov

Attachments:

1) 1 original & 4 copies of the Annual Complaint Log

No. of Copies rec'd 0
List ABCDE

Received & Inspected
JUN 29 2009
FCC Mail Room

Sprint Relay

North Dakota FCC Complaint Log 2009

Complaint Tracking for ND (06/01/2008-05/31/2009). Total Customer Contacts: 3

Tally	Date of Compl.	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	07/17/08	A ND Voice customer calls an HCO user. The HCO user can hear the relay agent, but the agent is either not receiving the HCO text or only receives one or two words of text. The customer is using an Ultratec Portable Compact C TTY with an Alltel cell phone. Relay Customer Service apologized for problem and suggested customer contact Ultratec to see if it is a compatibility issue with the TTY and the Alltel cell phone. Also entered a trouble ticket. Follow up is requested as soon as a resolution is found.	07/17/08	Called the customer and she stated that it was a cell phone issue. The HCO customer purchased a different cell phone, not an LG. The product is working fine now.
2	10/07/08	TTY customer reports Relay greeting is partially transmitted to her. Entered a trouble ticket. Customer requests follow up contact.	10/07/08	Customer sent me an email letting me know that all was now working well. She thanked me for following up with her.
3	10/16/08	TTY customer reports the Relay ND greeting macro is not transmitting the entire greeting. Entered a trouble ticket Customer requests follow up contact.	10/29/08	Customer sent me an email stating that her relay calls were working fine now.

Date Generated: Mon, May. 4th, 2009 @ 01:58:47 PM CT

Sprint Relay

North Dakota FCC Complaint Log 2009

Complaint Tracking for ND (06/01/2008-05/31/2009). Total Customer Contacts: 3

Tally	Date of Compl.	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	07/17/08	A ND Voice customer calls an HCO user. The HCO user can hear the relay agent, but the agent is either not receiving the HCO text or only receives one or two words of text. The customer is using an Ultratec Portable Compact C TTY with an Alltel cell phone. Relay Customer Service apologized for problem and suggested customer contact Ultratec to see if it is a compatibility issue with the TTY and the Alltel cell phone. Also entered a trouble ticket. Follow up is requested as soon as a resolution is found.	07/17/08	Called the customer and she stated that it was a cell phone issue. The HCO customer purchased a different cell phone, not an LG. The product is working fine now.
2	10/07/08	TTY customer reports Relay greeting is partially transmitted to her. Entered a trouble ticket. Customer requests follow up contact.	10/07/08	Customer sent me an email letting me know that all was now working well. She thanked me for following up with her.
3	10/16/08	TTY customer reports the Relay ND greeting macro is not transmitting the entire greeting. Entered a trouble ticket Customer requests follow up contact.	10/29/08	Customer sent me an email stating that her relay calls were working fine now.

Date Generated: Mon, May. 4th, 2009 @ 01:58:47 PM CT

North Dakota FCC Complaint Log
2009 - 2010

Complaint Tracking for ND (06/01/2009-05/31/2010). Total Customer Contacts: 4

Tally	Date of Compl.	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	07/03/09	The customer said the Communication continuously hung up on him/her for no reason. When the supervisor was talking to the customer, the line suddenly disconnected 6 minutes into taking the complaint.	07/08/09	This complaint was the result of a java technical issue and was documented in the appropriate log books.
2	07/11/09	The Communication Assistant hung up on a customer again. The Customer Service Representative apologized to the customer for the inconvenience and said that their concern would be forwarded to the appropriate person. No follow up was requested.	07/13/09	The Customer Service Representative followed up with the Communication Assistant and according to her, she does not specifically recall any disconnection on the night in question (11:07 pm on July 11th). The Communication Assistant also mentioned that she may have accidentally hit the key when typing leading to disconnection.
3	11/16/09	A TTY user called into relay, received the greeting, waited for 30 seconds, and then there were no response. The TTY said (typed) HELLO, HELLO (twice) and there was still no response. The customer wants to know what happened and would like a call back. A follow-up phone call has been requested.	11/16/09	The call took place on Monday 11/16/09 at 12:44 pm. The Communication Assistant does not remember the call. However, they said that he would never ignore a customer and this could be a technical error.
4	02/16/10	A caller requested AMR (answering machine retrieval) and the Communication Assistant asked what number to dial and did not process the AMR. When the caller asked the Communication Assistant if they knew how to process an AMR the agent hung up on the caller.	02/16/10	The team leader met with the Communication Assistant to discuss improperly disconnecting a call. The team leader went over the importance of using the help panel to pull up call procedures should the agent not be familiar with the caller's request. The Customer Service Representative also discussed to call for a supervisor for assistance and the agent understood.

Date Generated: Fri, Jun. 4th, 2010 @ 10:51:41 AM CT

Sprint® Relay™

North Dakota
FCC 2010 - 2011
Complaint Log

Complaint Tracking for ND (06/01/2010-5/31/2011). Total Customer Contacts: 3

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	07/28/10	Technical - General	07/28/10	Customer reported that, during one of her captioned conversations, the word "o'clock" appeared over and over again. Customer Service Representative apologized for incidence and thanked customer for the feedback. Call detail was shared with Call Center management, for follow up with the Communications Assistant, by the Communications Assistant's supervisor. Customer Service Representative informed customer that there was an issue with the captionist's workstation and, at this time, the issue has been resolved.
2	02/02/11	Service – General	02/02/11	Customer reported that captions would not connect. Customer Service Representative advised customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning, declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities, and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. Customer Service Representative confirmed, with customer, they are able to make and receive calls, in a timely manner.
3	02/03/11	A voice caller complained that, while she was calling to her supervisor to take the day off, the agent reached the supervisor's TTY answering machine. Caller states that agent hung up, saying they reached a fax machine and refused to put the call through. Caller says that the call happened at 11:50am CST. Customer Service apologized for the problem. Caller did not request follow up.	02/03/11	Met with Communications Assistant. Communications Assistant remembers call and stated that, when she reached the recording that introduced the answering machine message, she did not know what it was. She then asked the voice caller if she wanted to redial. The voice customer said yes. Communications Assistant said she then pressed Ctrl R to redial and the phone kept ringing and ringing and never did go to the answering machine. The voice person then got upset and said "I will just come in then." and hung up. The Communications Assistant said that she absolutely did not hang up first. The voice person hung up because they were upset.

Sprint® Relay™

North Dakota FCC 2011 - 2012 Complaint Log

Complaint Tracking for ND (06/01/2011-05/31/2012). Total Customer Contacts: 3

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	01/11/12	Technical - General	01/11/12	The Customer referenced the inability to read the captions on a recent captioned call. After further investigation, the Customer Service Representative determined that the Communication Assistant had reported a problem with their equipment on a specific call. The Customer Service Representative apologized to the customer for their experience. The Customer subsequently confirmed that all was well with his captioned calling.
2	02/21/12	A caller requested a supervisor and the Communication Assistant rudely said "all supervisors have gone home and the call can not be processed".	02/21/12	The Communication Assistant stated that customer was being abusive and told him she was going to get her immediate supervisor. The Communication Assistant did not say they were gone for the day. A Supervisor got on the phone and caller used vulgarity towards the Supervisor then hung up.
3	10/01/11	A Customer states that the agent kept talking over him when he was speaking and wouldn't listen to his instructions not to read him text that was garbled. The Customer says the operator was "rude and overbearing" and "had to do it this way". An apology was made to the customer and they were informed that this would be forwarded to the agents supervisor for follow up. The Customer was satisfied and did not want a follow up call.	10/01/11	The Communication Assistant was coached on remaining calm with a polite helpful tone in situations like this. Also discussed putting up a red cup for assistance when needed.

Appendix J:

Copy of TRS RFP

STATE OF NORTH DAKOTA
Information Technology Department
Telecommunications Division
600 E Boulevard Ave, Dept 112
Bismarck, ND 58505-0100

Request For Proposal (RFP)

RFP Title: Telecommunications Relay Service

RFP Number: 112-0916

Date of Issue: December 14, 2009

Purpose of RFP: Telecommunications Relay Service in North Dakota.

Offerors are not required to return this form.

Procurement Officer: Brandy Peterson

TABLE OF CONTENTS

SECTION ONE - INTRODUCTION AND INSTRUCTIONS 4
1.01 Purpose of the RFP 4
1.02 Contact Person, Telephone, Fax, E-mail 4
1.03 RFP Schedule 4
1.04 Return Mailing Address and Deadline for Receipt of Proposals 5
1.05 Assistance to Offerors with a Disability 5
1.06 Deadline for Receipt of Questions and Objections 6
1.07 Bidders List Registration Requirements 6
1.08 Pre-proposal Conference 6
1.09 Letter of Interest 7
1.10 Notice Provided 7
1.11 News Releases 7

SECTION TWO - BACKGROUND INFORMATION 8
2.01 Background Information 8

SECTION THREE -SCOPE OF WORK 9
3.01 Scope of Work 9
3.02 Definitions 9
3.03 Technology Solution 11
3.04 Product Support, Customer Service Requirements, Experience, & Qualifications Requirements 17

SECTION FOUR - GENERAL CONTRACT INFORMATION 19
4.01 Contract Term, Extension and Renewal Options 19
4.02 Contract Type 19
4.03 Standard Contract Provisions 19
4.04 Proposal as a Part of the Contract 19
4.05 Additional Terms and Conditions 19
4.06 Supplemental Terms and Conditions 19
4.07 Contract Approval 20
4.08 Contract Changes - Unanticipated Amendments 20
4.09 Indemnification and Insurance Requirements 20
4.10 Taxes and Taxpayer Identification 20
4.11 F.O.B. Point and Freight 21
4.12 Proposed Payment Procedures 21
4.13 Payment Terms 21
4.14 Right to Inspect Place of Business 21
4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables 22
4.16 Termination for Default 22

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION 23
5.01 Technology Solution 23
5.02 Product Support, Customer Service, Experience, and Qualifications 23
5.03 Financial Strength 23
5.04 Contract Cost 23
5.05 Demonstrations 23
5.06 Oral Presentations 23
5.07 Site Inspection of Offeror's Facility 24

SECTION SIX - PROPOSAL FORMAT AND CONTENT 25

6.01 Proposal Format and Content **25**
6.02 Introduction **25**
6.03 Technology Solution **25**
6.04 Product Support, Customer Service Requirements, Experience, & Qualifications Requirements **25**
6.05 Financial Requirements **25**
6.06 Cost Proposal **26**
6.07 Required Enclosures **26**
6.08 Offerors Checklist **26**

SECTION SEVEN - STANDARD PROPOSAL INFORMATION ***28***
7.01 Authorized Signature **28**
7.02 State Not Responsible for Preparation Costs **28**
7.03 Conflict of Interest **28**
7.04 Offeror's Certification **28**
7.05 Offer Held firm **28**
7.06 Amendments to Proposals and Withdrawals of Proposals **29**
7.07 Alternate Proposals **29**
7.08 Subcontractors **29**
7.09 Joint Ventures **29**
7.10 Disclosure of Proposal Contents and Compliance with State's Open Records Laws **30**
7.11 Evaluation of Proposals **30**
7.12 Right of Rejection **30**
7.13 Clarification of Offers **31**
7.14 Discussions and Best and Final Offers **31**
7.15 Preference Laws **31**
7.16 Contract Negotiation **31**
7.17 Failure to Negotiate **32**
7.18 Notice of Intent to Award **32**
7.19 Protest and Appeal **32**

SECTION EIGHT - ATTACHMENTS ***33***
8.01 Attachments **33**

1. Proposal Evaluation Form
2. Contract Form
3. Cost Proposal Format

SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The This Request for Proposal (RFP) is issued by the State of North Dakota acting through its Information Technology Department and Office of Management and Budget, hereafter known as "State" is soliciting proposals for providing telephone relay services in North Dakota.

Cooperative Purchasing

This Request for Proposal will result in the award of a State Term Contract that will be made available to entities authorized to participate in cooperative purchasing with the State under North Dakota Century Code 54-44.4-13, including institutions under the jurisdiction of the NDUS, K-12 schools, and local government entities. However, to ensure the delivery of service, the State reserves the right to award all or any part of this RFP to one or more bidders submitting bids for the above services.

This contract will be mandatory for all agencies of North Dakota state government, except as provided for in NDCC Chapter 54-59. Any other unit of state or local government currently using an alternate service may elect to change to the service provided under this contract. NDUS and local government may purchase directly off of the contract and will not go through the State to do so.

1.02 Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. Vendors must direct all communications regarding this RFP to the procurement officer. Unauthorized contact regarding the RFP with other State employees may result in the State disqualifying the vendor. The State may also suspend or disbar vendor from the state bidders list.

PROCUREMENT OFFICER: Brandy Peterson
PHONE: 701-328-1888
FAX: 701-328-3000
TTY Users call: 1-800-366-6888
E-MAIL: blpeterson@nd.gov

1.03 RFP Schedule

This schedule of events represents the State's best estimate of the schedule for this RFP.

The approximate RFP schedule is as follows:

• RFP Issued	December 14, 2009
• Questions, clarification requests, or objections due by 3pm Central Time	December 21, 2009
• Responses to questions/RFP amendments (if required)	December 23, 2009
• Proposals due by 3pm Central Time	January 21, 2010
• Proposal evaluation completed by approximately	January 29, 2010

- State issues Notice of Intent to Award a Contract approximately — February 1, 2010
- State issues contract approximately — February 9, 2010
- Contract start approximately — July 1, 2010

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit 3/three of its proposal in a sealed envelope or package.

Offerors must submit an electronic copy of their proposal on a disk or CD.

Offerors must submit cost proposals in a separate sealed envelope or package, clearly labeled "cost proposal."

Offerors must clearly address all envelopes or packages containing proposals as described below to ensure proper delivery and to avoid having the State open them before the deadline for receipt. Offerors must address all envelopes or packages as follows:

North Dakota Information Technology Department
Telecommunications Division
Attn: Brandy Peterson
Request for Proposal (RFP): Telecommunications Relay Service
RFP Number: 112-0916
1615 Capitol Way
Bismarck, ND 58501

The State must receive proposals at the location specified no later than ***3:00 P.M., CENTRAL,*** Time on January 21, 2010. The State will not publicly read the proposals at the opening.

Offerors may not deliver proposals orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the State to reject the proposal. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so the State can make reasonable accommodations.

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract (Attachment 2), and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which the State could not make an award. The State will disallow any protests based on the content of the solicitation, if the offeror does not bring these faults to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the procurement officer may answer the question by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written responses directed to all offerors. The procurement officer will make this determination. The State considers oral communications unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07 Bidders List Registration Requirements

VENDORS MUST BE REGISTERED BEFORE CONTRACT AWARD
The State will accept proposals from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list for this solicitation is commodity code(s) 915-77 & 915-85.

The Procurement Vendor Database, registration instructions and forms are available on-line at: http://www.nd.gov/spo/. Contact the Vendor Registry Office at 701-328-2683 or SPOVendor@state.nd.us for assistance.

The successful offeror must register and become approved within ***60 CALENDAR DAYS*** from the date of the Notice of Intent to Award***.*** If an offeror fails to become an approved vendor by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and the State will reject its proposal.

1.08 Pre-proposal Conference

The State will not hold a pre-proposal conference for this RFP. The State advises offerors to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09 Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to submit a letter of interest to the procurement office at the following email address:

blpeterson@nd.gov

Include the name of the firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the State with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

1.10 Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website: ***http://www.nd.gov/spo/vendor/***

1.11 News Releases

A vendor shall not make any news releases related to this RFP without prior approval of the procurement officer or project manager designated by the State.

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

Background information concerning this project is as follows:

The Telecommunications Access of North Dakota's program was established by the fifty-third (53rd) Legislative Assembly through the enactment of House Bill 1028 which established a program to provide specialized telecommunications services and equipment to the communications impaired.

In response to the Americans with Disabilities Act and the North Dakota legislative mandate, the relay services program is funded by an access line surcharge paid by the customers of local exchange companies and radio communications service providers from the State of North Dakota.

Before May 1st of each year, the State is required to provide cost data and other information to the Public Service Commission who calculates the amount of the surcharge. The surcharge for 2009 - 2010 is $.05 per access line per month.

It is the intent of this solicitation that the Offeror provide the State of North Dakota a telephone communication service for the deaf, hard of hearing or speech impaired person through the assistance of a Communication Assistant (CA). The CA translates the verbal or typed message between the deaf, hard of hearing or speech impaired parties and the hearing person.

The NDTRS averages:

- 15,186 minutes per month of usage
- 2,558 calls per month
- 4.86 minutes per call

The NDTRS must, at a minimum, provide a service equivalent to voice telephone which is sufficient to comply with the requirements of Title IV of the Americans with Disabilities Act (ADA). If the definition of a standard telephone service is upgraded to include services other than voice telephony, the service provider will be required to provide an equivalent service sufficient to comply with the ADA.

SECTION THREE -SCOPE OF WORK

3.01 Scope of Work

FCC Regulations for the Provision of Telecommunications Relay Services (TRS) pursuant to Title IV of the Americans with Disabilities ACT (ADA), Pub. L. No. 101-336, § 401, 104 Stat.327, 366-69 (adding Section 225 to the Communications Act of 1934), as amended, 47 U.S.C. § 225. Following are MANDATORY MINIMUM STANDARDS of 47 C.F.R. § 64.601 – 64.606 that must be met by all offerors.

All current mandated standards and regulations and any future standards mandated by the FCC relating to TRS codified by the FCC, whether or not said standards are specifically mentioned, named, or referred to in this RFP shall be incorporated by reference. The state may negotiate with the vendor in the event of FCC mandated changes would necessitate a change in the price or services required for the provision of the NDTRS**.**

The NDTRS shall be operational and provide for a seamless transition for the current service, ready for implementation not later than July 1, 2010.

3.02 Definitions

711 means a three-digit code that enables both voice and Teletypewriter users to be connected to a TRS CA from anywhere in the United States.

911 means a three-digit code that enables both voice and Teletypewriter users to be connected to emergency services from anywhere in the United States.

Abandoned Call means an incoming call reaching the TRS and/or CTS Relay but not answered by a CA.

ASCII means American Standard Code for Information Interchange, an 8-bit code that can operate at any standard transmission Baudot rate from 300 to 14,400.

Baud or Baudot means a measure of transmission speed related to TTY Transmission over an analog telephone line.

Blocked Call means any call to the TRS or CTS Relay that receives a busy signal, therefore is blocked from entering the relay center queue.

Customer Profile Database means the database used in association with each inbound call for querying by name, telephone number and/or personal identification number (PIN), as defined in Customer Profile Retrieval, for all outbound calls.
Customer Profile Retrieval – means the ability of a TRS and/or CTS Relay customer to access their customer profile from a telephone line other than the one associated with their profile (e.g., pay phone, wireless device, etc.).

FCC means Federal Communications Commission.

FCC TRS Regulations means Federal Communications Commission Telecommunications Relay Service Regulations in 47 C.F.R. s. 64.601 – 64.605

as amended from time to time which can be found at www.fcc.gov .

Functionally Equivalent means performance in a TRS/CTS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS/CTS for effective telecommunications.

IP means Internet Protocol.

Minute means sixty seconds

P.01 means a standard or grade of service upon which blocked calls are measured meaning the probability that one call in one hundred calls may be blocked.

Personally Identifiable Information means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or, (e) the individual's unique biometric data, including fingerprinting, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Queue means the relay system holds callers until a CA becomes available.

Relay means Telecommunications Relay Service and/or Captioned Telephone Service, a telecommunication system that uses operators or Communications Assistants (CA) to facilitate telephone calls between people with hearing and speech disabilities and other individuals.

Service Outage means a complete failure of the TRS and/or CTS equipment used to process calls that renders the relay one-hundred percent (100%) incapable of processing relay calls.

Speech-to-Speech Relay means a form of Relay that provides Communication Assistants (CA) for people with speech disabilities who have difficulty being understood on the telephone. STS CAs are trained individuals familiar with many different speech patterns and language recognition skills.

STS means Speech-to-Speech.

3.03 Technology Solution

Communications Assistant (CA)

- all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.
- must have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.
- CAs must provide a typing speed consistent with the FCC-mandated minimum. Providers must give oral-to-type tests of CA speed.
- TRS providers are responsible for requiring that VRS CAs are qualified interpreters. A "qualified interpreter" is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
- CAs answering and placing a TTY-based TRS or VRS call must stay with the call for a minimum of ten minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen minutes.
- TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.
- TRS shall transmit conversations between TTY and voice callers in real time.

Confidentiality and Conversation Content

- Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls.
- CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. Appropriate measures must be taken by relay providers to ensure that confidentiality of VRS users is maintained.

Types of Calls

- CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.
- Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless it is determined that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call.
- Relay services shall be capable of handling pay-per-call calls.
- TRS providers are required to provide the following types of TRS calls:
    - Text-to-voice and voice-to-text;
    - VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO;

    - HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO.
- TRS providers are required to provide the following features:
    - Call release functionality;
    - speed dialing functionality;
    - three-way calling functionality.
- Voice mail and interactive menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.
- TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.

The Offeror shall offer Captioned Telephone (CapTel) service that shall comply with FCC mandated requirements.

Emergency call handling requirements for TTY-based TRS providers

- TTY-based TRS providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

STS called numbers. Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

Technical Standards

ASCII and Baudot. TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.

Speed of answer

- TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
- TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten seconds begins at the time the call is delivered to the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
- VRS providers must answer 80% of all calls within 120 seconds, measured on a monthly basis. Abandoned calls shall be included in the VRS speed of answer calculation.

The call is considered delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility.

Abandoned calls shall be included in the speed-of-answer calculation.

A TRS provider's compliance with this rule shall be measured on a daily basis.

The system shall be designed to a P.01 standard.

A LEC shall provide the call attempt rates and the rates of calls blocked between the LEC and the TRS facility to relay administrators and TRS providers upon request.

Equal access to interexchange carriers. TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.

TRS Facilities

- TRS shall operate every day, 24 hours a day.
- TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.

Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. TRS facilities are permitted to use SS7 technology or any other type of similar technology to enhance the functional equivalency and quality of TRS. TRS facilities that utilize SS7 technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR 64.1600 et seq.

Caller ID. 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.

Functional Standards

Consumer complaint logs.

- Offeror must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.
- Offeror shall submit summaries of logs indicating the number of complaints received for the twelve (12) month period ending May 31 to the State by June 15 of each year.

Contact Persons. State TRS Programs, inter-state TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intra-state TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following:

- The name and address of the office that receives complaints, grievances, inquiries, and suggestions;
- Voice and TTY telephone numbers, fax number, e-mail address, and web address; and
- The physical address to which correspondence should be sent.

Public access to information. Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct ongoing education and outreach programs that publicize the availability of 7-1-1 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.

Rates. TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

NDTRS shall use the following toll-free numbers and website:

Toll Free Access Numbers	
TTY	800-366-6888
Voice	800-366-6889
ASCII	800-366-6888
VCO	877-366-8600
Spanish	800-435-8590 (Interstate only)
Yes or No	No
Speech to Speech	877-366-3709
Speech to Speech/VCO	877-366-8260
900 Pay Per Call	900-230-5151
Customer Service (English)	800-676-3777
Customer Service (Spanish)	800-676-4290
TTY Operator Service	800-855-4000
711 Translation Code	800-366-6888
State website	www.relaynorthdakota.com

Relay Service Provider Reporting Requirements

The Offeror shall maintain its records of NDTRS operations so as to permit review and determination of such operations. Such records shall be made available during normal business hours for inspection by the State.

The Offeror shall maintain and provide monthly records as directed by the State which shall include, at a minimum, the following:

- Total number of relayed calls handled by the NDTRS;
- Call volume showing percentages of each of the following types of calls: local and toll free, intrastate intraLATA, intrastate interLATA and interstate, separated by originating area code;
    - Average holding time per call and supporting documentation;
    - Average answer time and supporting documentation;
    - Number of calls originated by TTs;
    - A log of customer complaints to include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution;
    - Number of DA calls.
- The Offeror shall provide to the State an annual report of operations, traffic patterns and accounting data about the NDTRS.

The Offeror shall maintain a log of consumer complaints. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. Summary of the log shall contain a 12-month period ending May 31. This summary of complaints shall be provided to the State TRS contact.

NDTRS Current Features

Below are the features the State currently has and the State expects those features to be available. The Offeror must be capable of providing all of the following features:

TRS Product Features	
State Greeting Identifier	RELAY ND
CA Identifier	CA
VCO Greeting Identifier	VOICE (OR TYPE) NOW
ASCII Split Screen	Implemented
Background Noises	Implemented
Caller ID (ISDN)	Implemented
Caller ID (SS7)	Implemented
CID Per Line (Global) Block	Implemented
CID Per Call Block	Implemented
CID Per Call Blocking macros ***(Greeting and Dial)***	Macros disabled
Call Release (TTY-to-TTY)	Implemented
Carrier of Choice	Implemented
Customer Database	Implemented
Name and Address	Implemented
Blocked Calls	Implemented
Frequently Dialed Numbers (Speed dialing)	Implemented
Intrastate LD carrier	Implemented

Interstate LD carrier	Implemented
Alternative Billing Options	Implemented
Outdial Restrictions	Implemented
Emergency Contact Numbers	Implemented
Customer Notes	Implemented
Deaf-Blind Pacing	15 WPM
Delayed Call Announcer	-
Dialed Number Verification	DIALING XXX-XXX-XXXX
Directory Assistance	Implemented
Error Correction	Implemented
French Creole	Available
Gender ID	Implemented
Hearing Carryover (HCO)	Implemented
HCO-HCO	Implemented
HCO-TTY	Implemented
Inbound International	1-605-224-1837
Last Number Redial	Implemented
Machine Recording Capabilities	Implemented
Regional 800/888/877	Implemented
Roaming	Unrestricted
Spanish to Spanish Relay	Available
Spanish to English Translation	N/a
Speech Disabled Indicator	Implemented
Speech to Speech	Implemented
Speech to Speech/VCO	Implemented
Three-way calling	Implemented
Transfer Gate capabilities	Implemented
TTY Operator Services (OSD)	Implemented
Turbo Code	Implemented
ETurbo-Code/Dial Through	Implemented
Two-Line HCO	Implemented
Two-Line VCO	Implemented
Variable Time Stamp Macro	Implemented
Video Relay Service	Implemented
Voice Call progression	Implemented
Voice Gender ID	Implemented
Voice Carryover (VCO)	Implemented
VCO Gate	Implemented
VCO w/ privacy/NO GA	Implemented
VCO-HCO	Implemented
VCO-TTY	Implemented
VCO-VCO	Implemented
900/800 Pay Per Call	Implemented
7-1-1	Implemented

3.04 Product Support, Customer Service Requirements, Experience, & Qualifications Requirements

PROJECT MANAGER

Offerors must provide:

- A dedicated project manager for all of the services outlined in this RFP.
- The dedicated project manager's name and resume, include their telephone numbers, fax numbers, and e-mail addresses.
- A project manager will be completely responsible for all scheduling, delivery of all services, coordination of cutover, and complete supervision for the services awarded.
- The project manager shall also be available and responsible for the system at all times during the cutover and during the acceptance period. The State shall not accept multiple managers or multiple positions of responsibility for a single service during the implementation, completion and testing of the system.
- A complete plan for conversion or implementation of all services under this RFP will be required within ten (10) working days of contract award.

DEDICATED CONTRACT REPRESENTATIVE

Offeror must provide:

- Resumes for dedicated contract representative and relative support staff or team. Information for the contract representative and support team must include name, phone number, fax numbers, e-mail address, mailing address and years of appropriate experience.
- Dedicated support or back-up staff names and titles, phone numbers, and fax numbers, as well as e-mail and mailing addresses.
- The names and titles, phone numbers, fax numbers, and e-mail and mailing addresses for the contract representative's chain of command.

Assigned contract representatives may be required to meet with the State on a regular basis, or when deemed necessary. The State may also require other support staff or team members identified on offeror's escalation lists to be available for these meetings.

Education and Outreach

Offeror shall provide an education and outreach program for TRS customers. This shall be accessible statewide, in a format easily understood by the customer and updated as changes to the TRS occur. Offerors must describe the proposed program and identify all staff associated with this activity.

Offerors shall promote the TRS by advertising the existence and use of TRS in North Dakota. Offerors must describe what methods of advertisement will be utilized and provide sample media materials.

Offerors must identify and describe other promotional materials designed to document the TRS telephone numbers, provide general instruction on the use of TRS, STS, etc. Offerors must attach sample materials.

Offeror shall be responsible for monitoring that every telephone company directory in North Dakota clearly and accurately lists the TRS access numbers. Additionally, explanation of TRS

services shall be printed in each directory. Offeror's annual billing inserts or direct mailing activities educating the public about TRS shall be encouraged. Problems in this regard shall be reported to the State's Contract Administrator. Offerors must describe how this will be accomplished.

EXPERIENCE AND QUALIFICATIONS REQUIREMENTS

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

[a] title;

[b] resume; and

[c] description of the type of work the individual will perform; and

Offerors must provide three (3) reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. The State invites offerors to provide letters of reference from previous clients.

SECTION FOUR - GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date beginning July 1, 2010 and ending June 30, 2013.

Renewal Option

The State may renew this contract upon satisfactory completion of the initial contract term. The state reserves the right to execute up to four (4) options to renew this contract annually under the same terms and conditions for a period of 12 months each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least thirty (30) days before the scheduled contract expiration date.

4.02 Contract Type

This contract is a firm fixed price contract.

4.03 Standard Contract Provisions

The successful offeror will be required to sign and submit a contract substantially similar to the contract attached to this RFP (Attachment 2). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. The State will not permit alteration of these provisions without prior written approval.

The State instructs offerors to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04 Proposal as a Part of the Contract

The State may incorporate part or all of this RFP and the successful proposal into the contract.

4.05 Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.06 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

[a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
[b] if the result of the application of a supplemental term or condition included in the

proposal would diminish the State's rights, the supplemental term or condition will be considered null and void.

4.07 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the State signs the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.08 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a time schedule for accomplishing the additional work and a price for the additional work. The contractor must provide cost and pricing data to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the State.

4.09 Indemnification and Insurance Requirements

Offerors must review the attached Service Contract for indemnification and insurance requirements. The State will incorporate indemnification and insurance provisions into the final contract.

The offeror must submit objections to any of the provisions of the Indemnification and Insurance Requirements in writing to the attention of the procurement officer by the time and date set for receipt of questions. The State will not permit any alteration of these provisions without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror’s failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10 Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and the State will furnish certificates upon request.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.nd.gov/tax for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.11 F.O.B. Point and Freight

All commodities purchased through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of North Dakota. Title will pass to the State at destination, and the vendor will be responsible for any freight claims.

4.12 Proposed Payment Procedures

Negotiated Payment Schedule
The State will make payments based on a negotiated payment schedule.

Advance Payments
The State will not make any advanced payments before performance by the contractor under this contract.

4.13 Payment Terms

The State will normally make payment for commodities and services received under contracts within 30 calendar days after receipt and acceptance by the State or after receipt of a correct invoice, whichever is later. The contractor must direct any payment inquiries to the purchasing agency.

The purchasing agency may take Prompt Payment Discount Terms offered by the contractor if the purchasing agency makes payment within the specified terms.

4.14 Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that relate to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and the work being performed is in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent; the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Failure of the contractor to timely perform the contract, including any corrections or modifications directed by the State, may cause the State to terminate the contract, for default by the contractor. In this event, the State may require the contractor to reimburse, within 30 days of State's notice to terminate, all payments made to contractor for the deficient work. State shall return deliverables and services which are deficient, and further has the option of returning all deliverables and services which State previously accepted, but which are affiliated with the deficient deliverables and which, without the deficient deliverables, are rendered incapable of performance or impractical for the State to retain. Contractor shall also, within 30 days thereafter of the State's notice to terminate, reimburse the State for payments made for such previously accepted but subsequently returned deliverables and services. This clause does not restrict the State's right to seek associated damages, for contractor's failure to timely perform its obligations, including corrections and modifications, under the contract.

4.16 Termination for Default

If the project manager designated by the State determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor’s right to proceed with part or all or the remaining work.

This clause does not restrict the State’s right to termination under the contract provisions of the Service Contract, attached.

4.17 Informal Debriefing

When the contract is completed, the State may perform an informal debriefing at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The State will negotiate the debriefing time and location between the State and contractor.

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100

5.01 Technology Solution

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

5.02 Product Support, Customer Service, Experience, and Qualifications

Thirty-five Percent (35%) of the total possible evaluation points will be assigned to this criterion.

5.03 Financial Strength

Five Percent (5%) of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, the State will award no points for meeting the minimum. The State will award points for experience and qualifications that exceed the stated minimums.

5.04 Contract Cost

Forty Percent (40%) of the total possible evaluation points will be assigned to cost.
The State will not consider any prompt payment discounts terms proposed by the offeror in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The State will evaluate the point allocations for cost on the other proposals according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.05 Demonstrations

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to provide an on-site demonstration of the proposed solution for the evaluation committee. The State will factor information presented during demonstrations into the evaluation scoring.

Offerors will be responsible for all costs associated with the providing the demonstration.

5.06 Oral Presentations

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to make an oral presentation of the proposed solution for the evaluation committee. The State will factor information presented during demonstrations into the evaluation scoring.

Offerors will be responsible for all costs associated with the providing the presentation.

5.07 Site Inspection of Offeror’s Facility

The State may conduct on-site visits to the offeror’s firm or offeror’s customer where the offeror is performing a comparable service to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the State will conduct the site inspection at the State’s expense.

SECTION SIX - PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

A company officer empowered to bind the company must sign proposals. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the State may reject the proposal.

6.03 Technology Solution

Offerors must provide a comprehensive response to the Technology Solution specified in Section 3.03. Responses must be in the same sequence as they appear in Section 3.03. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section.

6.04 Product Support, Customer Service Requirements, Experience, & Qualifications Requirements

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.04. Responses must be in the same sequence as they appear in Section 3.04. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

6.05 Financial Requirements

A. The offeror shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. An offeror can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those offerors unable to provide audited financial statements or Dun and Bradstreet report, the offeror shall provide tax returns and financial

statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

B. Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror's organization; or certify that no such condition is known to exist.

C. A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

6.06 Cost Proposal

The offeror must state all costs associated with the contract in U.S. currency. The offeror must identify any commodities the offeror will import, and the price must include any applicable customs, brokerage agency fees, and duties.

The offeror must submit cost proposals with consideration to the State's standard terms and conditions included in the attached sample contract.

Offerors should describe any discounts terms for prompt payment. The State will not consider discounts for prompt payment when evaluating cost.

Offerors must complete cost proposal attached to this RFP (see Attachment 3) or prepare a cost proposal following the same format.

6.07 Required Enclosures

Offerors must provide all documents, samples, or other information specifically required in this RFP.

6.08 Offerors Checklist

CHECKLIST FOR OFFERORS

- ❑ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ❑ Review the Service Contract in Attachment 2. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements by the deadline for submission of questions.
- ❑ Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- ❑ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements by the deadline stated in the RFP.
- ❑ Comply with minimum requirements for experience.
- ❑ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ❑ Provide the information about the qualifications of the firm and individuals that will be working on the project.

- ❑ Provide the required number of references.
- ❑ Provide all documents or materials that must be submitted with the RFP.
- ❑ Identify and label and sections of the proposal you feel contain confidential information.

SECTION SEVEN - STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04 Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

[a] the laws of the State of North Dakota;
[b] North Dakota Administrative Code;
[c] all applicable local, state, and federal laws, code, and regulations;
[d] the applicable portion of the Federal Civil Rights Act of 1964;
[e] the Equal Employment Opportunity Act and the regulations issued by the federal government;
[f] the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
[g] all terms, conditions, and requirements set forth in this RFP;
[h] a condition that the proposal submitted was independently arrived at, without collusion;
[i] a condition that the offer will remain open and valid for the period indicated in this solicitation; and
[j] a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05 Offer Held firm

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event the State does not award within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. The State will not accept amendments after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that they made a substantial mistake. The procurement officer may permit withdrawal of the proposal upon verifying that the offeror made a substantial mistake, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07 Alternate Proposals

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what the State requested) will be rejected.

7.08 Subcontractors

Offerors may use subcontractors to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If the State selects a proposal with subcontractors, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

[a] complete name of the subcontractor;
[b] complete address of the subcontractor;
[c] type of work the subcontractor will be performing;
[d] percentage of work the subcontractor will be providing;
[e] evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
[f] a written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The offeror may substitute one subcontractor for another only at the discretion and with prior written approval of the State's designated procurement officer or project manager.

7.09 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

7.10 Disclosure of Proposal Contents and Compliance with State's Open Records Laws

All proposals and other material submitted become the property of the State and the State may return them only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request to hold confidential any trade secrets and other proprietary data contained in proposals. The offeror must clearly identify the material considered confidential, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. http://www.ag.nd.gov/OpenRecords/ORM.htm

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If the State receives a request for public information, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed accordingly.

7.11 Evaluation of Proposals

The State will review all proposals to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The State will base the evaluation solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonably susceptible for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12 Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. The State will reject proposals received from debarred or suspended vendors. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the State may reject the proposal.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, the State permits communications by the procurement officer or the proposal evaluation committee with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The State may adjust the initial evaluation because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, the State will issue an amendment. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. The State may adjust evaluations as a result of receiving new or amended proposals.

7.14 Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If the State requests modifications to the proposal as a result of these discussions, the offeror must put the modifications in writing. If the State requests best and final offers, the State will evaluate the best and final offer submitted by the offeror against the criteria stated in the RFP and any subsequent amendments to the RFP including the best and final offer request. If an offeror does not submit a best and final offer, the State will consider its original proposal as its best and final offer.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that the State can make reasonable accommodations.

7.15 Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident offeror. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which the State awarded a contract. For a listing of state preference laws, visit the following website:
http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails

to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If the State holds contract negotiations, the offeror will be responsible for all cost including its travel and per diem expenses.

7.17 Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or

If the offeror and the State, after a good faith effort, cannot come to terms, the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.18 Notice of Intent to Award

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award to all offerors that responded to this Request for Proposal. The Notice of Intent to Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The State advises the successful offeror named in the Notice of Intent to Award not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.19 Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.
If an interested party wishes to protest the content of this RFP, the procurement office must receive, in writing, the protest at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.
If an offeror wishes to protest the award of a contract or proposed award of a contract, the procurement office must receive the protest, in writing, within seven calendar days after the date the State issues the Notice of Intent to Award.

SECTION EIGHT - ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal Evaluation Form
2. Contract Form
3. Cost Proposal Format

ATTACHMENT 1
EVALUATION CRITERIA AND SCORING

Person or Firm Name:
Name of Proposal Evaluation (PEC) Member:
Date of Review:
RFP Title/Number:

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

TECHNOLOGY SOLUTION

Weight ***20 Percent***. Maximum Point Value for this Section
100 Points x ***20 Percent*** = ***20 Points***

Rating Scale (***20 POINT*** Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-6	Fair. Limited applicability
7-13	Good. Some applicability
14-18	Very Good. Substantial applicability
19-20	Excellent. Total applicability

Proposals will be evaluated against the question set out below.

1. Evaluation of the overall Technology Solution as outlined in Section 3.03.

-

EVALUATOR'S POINT TOTAL FOR TECHNOLOGY SOLUTION:

PRODUCT SUPPORT, CUSTOMER SERVICE, EXPERIENCE, & QUALIFICATIONS

Weight ***35 Percent***. Maximum Point Value for this Section
100 Points x ***35 Percent*** = ***35 Points***

Rating Scale (***35 POINT*** Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-10	Fair. Limited applicability
11-25	Good. Some applicability
26-33	Very Good. Substantial applicability
34-35	Excellent. Total applicability

Proposals will be evaluated against the question set out below.

1. Evaluation of the overall Product Support, Customer Service, Experience & Qualifications as outlined in Sections 3.04.

•

EVALUATOR'S POINT TOTAL FOR PRODUCT SUPPORT, CUSTOMER SERVICE, EXPERIENCE, & QUALIFICATIONS:

FINANCIAL STRENGTH

Weight ***5 Percent***. Maximum Point Value for this Section
100 Points x ***5 Percent*** = ***5 Points***

Rating Scale (***5 POINT*** Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1	Fair. Limited applicability
2	Good. Some applicability
3-4	Very Good. Substantial applicability
5	Excellent. Total applicability

Proposals will be evaluated against the question set out below.

2. Evaluation of the overall Financial Requirements as outlined in Section 6.05.

•

EVALUATOR'S POINT TOTAL FOR FINANCIAL STRENGTH:

CONTRACT COST

Weight ***40 Percent***: Maximum Point Value for this Section
100 Points x ***40 Percent*** = ***40 Points***

Applying Preference Laws

The State will not consider any prompt payment discounts terms proposed by the offeror when evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, the State will determine whether the offeror's state of residence has a preference law for vendors resident in that state. The State will increase the cost proposal of the nonresident offeror by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See http://www.nd.gov/spo/legal/docs/preference-laws.pdf for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR COST _____

NOTES:

Request for Proposal

Evaluation Summary

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation *(Maximum **60 Points**)*	Maximum Points by Category	Score
1. Scope of Work & Information Technology Solution	***20***	
2. Product Support, Customer Service, Experience, & Qualifications	***35***	
3. Financial Strength	***5***	
Cost Evaluation (Maximum ***40 Points***) • Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.nd.gov/spo/ • Calculated points awarded for price.		
4. Cost	***40***	
Total		

ATTACHMENT 2
SAMPLE TECHNOLOGY SERVICES CONTRACT

The parties to this contract are the State of North Dakota, acting through its Department/Office of _____ (STATE), and _____ (CONTRACTOR);

1. <u>SCOPE OF SERVICES</u>
CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

2. COOPERATIVE PURCHASING
This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code Sections 15.1-09-34(1)(k), 54-44.4-13, and 54-59-18. Though not a party to this contract, North Dakota State Colleges and Universities, K-12 schools, city, county, and local governments and nonprofit organizations established on behalf of public entities may purchase commodities and services under this contract.

3. <u>TERM OF CONTRACT</u>
The term of this contract is for a period of _____ months, commencing on the ___ day of _____, 20__, and terminating on the ___ day of _____, 20__.

Extension Option
The State reserves the right to extend the contract period for an additional period of time, not to exceed _____, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

Renewal Option
The State may renew this contract upon satisfactory completion of the initial contract term. The state reserves the right to execute up to _____options to renew this contract annually under the same terms and conditions for a period of _____ months each.

Renegotiation Option
In view of the fact that it is unknown how long the products and services will be employed by STATE and that STATE will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, STATE and CONTRACTOR may renegotiate the contract upon mutual agreement of the parties.

4. <u>NO AUTOMATIC RENEWAL</u>
This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least sixty days before the scheduled termination date.

5. <u>MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS</u>
This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties. Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

a) The terms of this Contract as may be amended;

b) STATE's Solicitation Amendment #1 to Request for Proposal ("RFP") number _____ dated _____;
c) STATE's Request for Proposal ("RFP") number _____, dated _____;
d) CONTRACTOR's proposal dated _____ in response to RFP number _____.

6. TERMINATION OF CONTRACT

1. **Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

2. **Termination for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

   1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

   2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

   3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

   Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

3. **Termination for cause.** STATE by written notice of default to CONTRACTOR may terminate the whole or any part of this contract:

   1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or

   2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of STATE provided in the above clause related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7. FORCE MAJEURE

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond CONTRACTOR's reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

8. SEVERABILITY

If any term of this contract is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. However, CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR will not have the authority to contract for or incur obligations on behalf of STATE.

10. NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

_____	_____
_____	_____
_____	_____
_____	_____

11. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought and solely litigated in the District Court of Burleigh County, North Dakota.

12. SPOLIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

13. INDEMNITY

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Further:

1. CONTRACTOR, at its own expense, will defend and indemnify STATE against claims that products furnished under this contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
2. As to any product which is subject to a claim of infringement or misappropriation, CONTRACTOR may (a) obtain the right of continued use of the product for STATE or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, STATE will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give STATE a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.
3. CONTRACTOR will comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of the contract and conduct its activities so as not to endanger any person or property.

14. <u>INSURANCE</u>

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
4) Employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of $1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
   The amount of any deductible or self-retention is subject to approval by the State.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
5) The insurance required in this agreement, through a policy or endorsement, shall include:

a. “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State;
b. a provision that the policy and endorsements may not be canceled or modified without thirty days’ prior written notice to the undersigned State representative;
c. a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
d. a provision that Contractor’s insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor’s insurance and shall not contribute with it;
e. cross liability/severability of interest for all policies and endorsements;
f. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
g. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.

6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

15. <u>ATTORNEY FEES</u>

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE’s reasonable attorney fees and costs in connection with the lawsuit.

16. <u>ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL</u>

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

17. <u>CONFIDENTIALITY</u>

Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. Absent a court order, STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and which STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

18. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 17, Confidentiality, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under Section 17, Confidentiality, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE's instructions on how to respond to the request.

19. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

21. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

22. PREPAYMENT

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

23. TAXPAYER ID

CONTRACTOR's federal employer ID number is: _____.

24. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

25. STATE TECHNOLOGY STANDARDS

CONTRACTOR agrees that technology products and services delivered as part of this agreement will comply with STATE's information technology standards. These standards can be found on STATE's web site at http://www.state.nd.us/ea/standards/

26. PERSONNEL AND PROJECT MANAGEMENT

1. CONTRACTOR will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this contract including any mutually agreed upon statements of work.
2. STATE will designate a Project Manager to serve as the primary point of contact for this contract. If, during the course of the contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to Section 10, Notice, above.
3. CONTRACTOR personnel will be responsible for providing written, ***<weekly/monthly>*** time utilizations, for each individual, to STATE's Project Manager, or STATE's project staff, as STATE's Project Manager may assign.
4. CONTRACTOR's Project Manager shall deliver to STATE's Project Manager, ***<weekly/monthly>*** reports of CONTRACTOR's progress on the project and meeting the objective/deliverables as stated in the scope of services. Each report must contain a description of the current status of the project, the tasks on which time was spent, the estimated progress to be made in the next ***<week/month>***, and the problems encountered, the proposed solutions to them and their effect, if any, on the deliverable schedule.
5. **Project Variance Reporting**

   Each status report must contain an analysis that provides schedule and cost variance utilizing a methodology of calculation approved by STATE's project manager. Any report of negative variance must include the identification of the type and cause of that variance. If the analysis shows a negative cost or schedule variance exceeding 20%, the report must also provide proposed corrective measures to address the issues.

   CONTRACTOR must provide data to allow STATE's project manager to calculate cost and schedule variance in accordance with NDCC 54-59-23 as determined by State. If the State's analysis shows a negative cost or schedule variance exceeding 20%, a subsequent report must also provide proposed corrective measures to address the issues.

6. Unless STATE otherwise notifies CONTRACTOR, STATE's Project Manager shall carry out STATE's administrative and management functions under this contract, shall be responsible for acceptance of the contract deliverables, and shall provide support and overall direction to CONTRACTOR in producing the contract deliverables.
7. STATE's working hours are Monday through Friday from 8:00 AM until 5:00 PM (CST or CDT) with one hour for lunch. STATE Project Manager may approve alternate work schedules.
8. According to STATE policy, STATE personnel will only be obligated to work a forty-hour workweek, Monday through Friday, and will be allowed reasonable vacation, sick or educational absences.
9. CONTRACTOR's personnel will not be expected to work on state holidays or other mandatory leave days.
10. CONTRACTOR agrees and understands that STATE's execution of the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified; primary being <name of appropriate personnel, if applicable, >. Therefore, CONTRACTOR agrees that no substitution of such specific individuals and/or personnel qualification will be made without the prior written approval of STATE and that such substitution will be made at no additional cost to STATE. CONTRACTOR further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities

than those personnel originally proposed and that STATE's approval of a substitution will not be construed as an acceptance of the substitution's performance potential. STATE agrees that an approval of a substitution will not be unreasonably withheld. The personnel furnished must have the knowledge necessary to complete requirements as defined in the Contract.

11. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel who STATE determines, in its sole discretion, to be unable to perform the responsibilities of the contract acceptably, e.g. inappropriate or unprofessional personal conduct, professional inabilities, etc.

12. CONTRACTOR shall conduct background investigations on all contracted staff and subcontractors assigned by CONTRACTOR to perform work under this contract, and shall furnish the results of such background investigations to STATE. STATE shall have the right to reject any individual assigned to perform work under this contract if, in its sole discretion, it determines that the results of the background investigation make the individual unacceptable. The background investigations to be performed are:

Criminal History, ***<applicable/not applicable>***
References, ***<applicable/not applicable>***
Employment, ***<applicable/not applicable>***
Motor vehicle, ***<applicable/not applicable>***
Credit, ***<applicable/not applicable>***
Education, ***<applicable/not applicable>***

13. CONTRACTOR agrees that STATE may require contracted staff and subcontractors assigned by CONTRACTOR to perform work under this contract to submit to a criminal history record check in accordance with N.D.C.C. 54-59-20 and 12-60-24. STATE shall have the right to reject any individual assigned to perform work under this contract if, in its sole discretion, it determines that the results of the criminal history record check make the individual unacceptable.

14. CONTRACTOR shall assign personnel on a full-time basis. In the event that a work assignment does not justify full-time participation, CONTRACTOR shall assign person on a part-time basis with prior written approval of STATE's Project Manager. However, if the part-time assignments are specified in the contract, no written approval from STATE's Project Manager will be necessary except for substitution of CONTRACTOR personnel.

15. CONTRACTOR shall warrant that personnel assigned to perform tasks in response to this contract will remain assigned, for the agreed-upon length of time, and will not be replaced or reassigned except by mutual agreement and written notice of STATE. Prior to assignment of personnel, CONTRACTOR shall obtain written approval from STATE for all personnel to be assigned to this project.

16. Each change request duly authorized in writing by STATE and agreed to by CONTRACTOR will be deemed incorporated into and part of this contract.

27. REVIEW, APPROVAL, AND ACCEPTANCE PROCESS

1. Unless otherwise noted in this contract or agreed upon in writing by both parties, acceptance testing will be performed on-site, on STATE's platform.

2. Prior to acceptance testing, CONTRACTOR will furnish STATE with documentation of the deliverable item and the expected performance.

3. The review, approval, and acceptance process for all project deliverables as specified in scope of services will be the responsibility of STATE's Project Manager. The Project Manager will be responsible for ensuring that the approval process follows the proper procedures prior to acceptance of deliverables by STATE. STATE shall apply the following procedures to acceptance of all deliverables:

1) For the life of this contract, STATE has the right to complete a review of any deliverable received from CONTRACTOR and notify CONTRACTOR of STATE's findings; and
2) If the deliverable is unacceptable, CONTRACTOR shall resubmit the deliverable after the appropriate correction or modifications have been made.

4. The process described above will be repeated until acceptance is obtained, STATE terminates for cause or a waiver is obtained.

28. CHANGE CONTROL PROCESS

CONTRACTOR and STATE will implement a change control process to manage changes during the life of the project. This process will be documented in the project management plan. It will minimally include:

1. A change request must be in writing to document the potential change.
2. The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the impact to cost, schedule, scope, and quality.
3. CONTRACTOR will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the STATE's project manager. Work cannot commence on any new activities related to the change request until all parties agree in writing.
4. All change orders will be logged and tracked.
5. CONTRACTOR's Project Manager and STATE's Project Manager will adapt project plans to incorporate approved changes.

Steps for the change control process:

1) Complete a write-up for the proposed change and submit copies to CONTRACTOR and STATE's Project Managers who will in turn provide to relevant parties for assessment.
2) Record the request in the change control log.
3) Investigate the impact of the proposed change and evaluate the impact of not performing the change.
4) Prepare a response to the proposed change.
5) Retain the original in the project library.
6) CONTRACTOR and STATE agree whether the change should be performed and obtain authorization sign-off of the change request. The appropriate document is created.

If change is not accepted:

A. Contractor's Project Manager will discuss and document the issue with STATE's Project Manager
B. The proposed change can be modified and re-submitted or withdrawn if it is agreed to be non-essential. In this case, the reasons will be documented.

If change is accepted:

A. Once the change request has been approved and signed by the authorized parties, work may begin.
B. CONTRACTOR's Project Manager and STATE's Project Manager will adapt project plans to incorporate the approved change.

7. Both CONTRACTOR and STATE must sign-off that a change has been complete
8. The log will be updated
9. The log will be supplied at the progress meetings and/or in status reports.

29. FINAL ACCEPTANCE

"Final Acceptance" will be defined as:

a. The successful completion of all deliverables as stated in the scope of services and following the Review, Approval, and Acceptance processes described above, **AND**
b. The final delivered product fully implemented in STATE's live production environment no later than _____, **AND**
c. STATE will have sixty-days thereafter in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to STATE. CONTRACTOR shall continue to use its best efforts to make the product conform to the requirements of this contract until STATE accepts the product or terminates this agreement upon written notice to CONTRACTOR.

30. LIQUIDATED DAMAGES

The parties agree that STATE may suffer damages due to a failure by CONTRACTOR to provide deliverables or services according to the schedule specified in the project plan. Since it is difficult to fix the actual damages sustained in the event of such implementation delays, STATE and CONTRACTOR agree that the amount of damages will be determined as per this Section. In the event of any non-performance the CONTRACTOR shall pay that amount as liquidated damages and not as a penalty. Amounts due to STATE as liquidated damages may be deducted by STATE from any fees payable to CONTRACTOR and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from CONTRACTOR to STATE.

STATE will notify CONTRACTOR, in writing, of any claim for liquidated damages no later than 15 days prior to the date the State deducts such sums from money payable to CONTRACTOR and, in any case, within 90 days after CONTRACTOR's failure to perform in accordance with the terms of the contract.

Delays due to causes of Force Majeure or due to the responsibility of STATE or 3rd parties shall extend the time for performance on a day-to-day basis.

Failure to Complete Project on Schedule:

It is agreed by the parties that in the event CONTRACTOR fails to complete the project per the schedule as specified in ***<SOW or project schedule reference>***, STATE will deduct from fees payable to CONTRACTOR $***<amount>*** per day not to exceed $***<maximum amount>*** for each day that the implementation is delayed as a reasonable approximation of the actual damages incurred by STATE.

31. PAYMENTS

1. The contractual amount to be paid for this project shall constitute the entire compensation due CONTRACTOR for the service and all of CONTRACTOR's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred, by CONTRACTOR, except as noted in this section of the contract. A valid change order processed in accordance with this contract may modify the contractual amount.
2. STATE has tax-exempt status. The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and the State will furnish certificates upon request.

3. The cost of the project is firm for the duration of the contract and is not subject to escalation for any reason, unless this contract is amended**,** or a valid change order is processed in accordance with this contract.
4. Any cost adjustments to the contract must be agreed upon by the parties by amending this contract or processing a valid change order.
5. The project cost will be billed by CONTRACTOR to STATE, and is tied directly to STATE's acceptance of agreed upon deliverables as specified in the scope of services. Payment will be made upon receipt of invoices from CONTRACTOR.
6. All deliverable payments will be subject to 10% retainage. Retained amounts are to be paid upon Final Acceptance.
7. The final cost of each billing will be as specified in the scope of services.
8. Total dollar contractual amount of $_____, shall not be exceeded.
9. State will be allowed thirty-days to process each payment.
10. No claim for additional services, not specifically provided herein, will be allowed by STATE except to the extent provided by a valid change order or amendment to this contract.
11. The payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.
12. STATE reserves the right to deduct from amounts that are or will become due and payable to CONTRACTOR under this, or any contract between the parties, any amounts that are or will become due and payable to STATE by CONTRACTOR.
13. CONTRACTOR shall maintain documentation for all charges against STATE under this contract. The books, records and documents of CONTRACTOR, as they relate to work performed or money received under this contract, must be maintained for a period of three (3) full years following completion of this contract and must be subject to audit, at any reasonable time and upon reasonable notice, by STATE or the State Auditor or the Federal Auditor or their duly appointed representatives.

Reimbursement for contracted staff travel and travel-related costs associated with on-site work done in performance of this contract will be paid at the same rate payable to State employees under North Dakota Century Code Section 44-08-04. Meals will be reimbursed on a per diem basis at the current State rate. Copies of receipts are required for travel and lodging reimbursement. CONTRACTOR will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by STATE's project manager.

32. <u>REPRESENTATIONS AND WARRANTIES</u>

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this contract or in delivery of the completed product. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this contract is under any obligation to assign or give any work done under this contract to any third party.

33. PRODUCT CONFORMITY

STATE will have twelve (12) months following final acceptance of the product(s) delivered by CONTRACTOR pursuant to this contract to verify that the product(s) conform to the requirements of this contract and performs according to CONTRACTOR system design specifications. Upon recognition of an error, deficiency, or defect, by STATE, CONTRACTOR will be notified by STATE citing any specific deficiency (deficiency being defined as CONTRACTOR having performed incorrectly with the information provided by STATE, not CONTRACTOR having to modify a previous action due to additional and/or corrected information from STATE). CONTRACTOR, at no additional charge to STATE, will provide a correction or provide a mutually acceptable plan for correction within thirty-days following the receipt of STATE's notice to CONTRACTOR. If CONTRACTOR's correction is inadequate to correct the deficiency, or defect, or the error recurs, STATE may, at its option, act to correct the problem. CONTRACTOR will be required to reimburse STATE for any such costs incurred or STATE may consider this to be cause for breach of contract.

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

STATE OF NORTH DAKOTA, acting through its
Information Technology Department

BY: _____

ITS: _____

DATE: _____

STATE OF NORTH DAKOTA, acting through its
OMB State Procurement Office

BY: _____

ITS: _____

DATE: _____

ATTACHMENT A - SCOPE OF SERVICES

- CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

- **Sample Deliverable 1:** Project Plan

    - **Description:** CONTRACTOR, in cooperation with the State, will prepare a detailed Project Plan that provides, at a minimum, the following:
        - Management plans to control scope, schedule, cost and quality
        - An integrated change control process
        - A human resource management plan
        - A communication management plan
        - A risk management plan
        - Issue management plan
        - A procurement management plan
        - A detailed project schedule

    Completion Date: CONTRACTOR will submit Project Plan to STATE within 10 (ten) working days after the parties sign this contract.

    Acceptance: Upon receipt of the Project Plan document from CONTRACTOR, STATE will have 10 (ten) working days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise the Project Plan to make it acceptable to STATE within the following 10 (ten) working days. If STATE rejects the Project Plan a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

Sample Deliverable 2: Software Delivery and Installation

Description: CONTRACTOR, in cooperation with the STATE technical staff, will deliver and install on STATE's hosting platform the COTS software system consisting of the following:

- CONTRACTOR will work in cooperation with STATE to plan the COTS hosting environment
- CONTRACTOR will assist STATE with installation and configuration of the COTS base software modules

Completion Date: To be defined in Project Plan

Acceptance: Upon completion of Software Delivery and Installation, STATE will have 10 (ten) working days in which to accept or reject in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues for the COTS base system to be acceptable to the STATE within the following 10 (ten) days. If STATE rejects it a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

Sample Deliverable 3: Gap Analysis

Description: CONTRACTOR shall work with STATE staff to generate a gap analysis

between the base COTS system and STATE's requirements:

- Identify STATE specific functional requirements
- Identify STATE specific security/authentication requirements
- Identify STATE specific reporting requirements
- Generate gap analysis and COTS configuration design

Completion Date: To be defined in Project Plan

Acceptance: Upon receipt of the Gap Analysis document from CONTRACTOR, STATE will have 10 (ten) working days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise the Gap Analysis to make it acceptable to STATE within the following 10 (ten) working days. If STATE rejects Gap Analysis design a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

Sample Deliverable 4: Custom Development

Description: CONTRACTOR shall customize and configure the COTS software per STATE's requirements as identified in the gap analysis:

- COTS Configuration
- STATE specific customization
- STATE specific interfaces
- Demonstration of COTS system with STATE customization

Completion Date: To be defined in Project Plan

Acceptance: Upon completion of the Custom Development activities, STATE will have 10 (ten) working days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to resolve the issues identified to make it acceptable to STATE within the following 10 (ten) working days. If STATE rejects the Custom Development activities a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

Sample Deliverable 5: Implementation

Description: CONTRACTOR will implement the COTS system including

- Conversion of existing STATE data
- CONTRACTOR will work in cooperation with STATE to implement the COTS system on State's hosting platform
- Functionality Testing - CONTRACTOR will conduct quality assurance testing of the software prior to end-user testing
- Performance/load testing of COTS software – CONTRACTOR will work in cooperation with STATE to tune COTS system performance to meet STATE's performance expectations
- Train STATE system administrators on COTS system administration
- Train STATE end-user staff on use of COTS application

Completion Date: To be defined in Project Plan

Acceptance: Upon completion of Implementation, STATE will have 30 (thirty) working days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to resolve the Implementation issues identified to make it acceptable to STATE within the following 20 (twenty) working days. If STATE rejects the Implementation a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

Sample Deliverable 6: Production Ready (Final Acceptance)

Description: Upon completion of Implementation activities CONTRACTOR will turn over COTS system in production-ready state:

- STATE users are able to use COTS in production environment

Completion Date: To be defined in Project Plan

Acceptance: Upon completion of the Production Ready status as reported to STATE by CONTRACTOR's project manager, STATE will have 60 (sixty) calendar days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise the COTS Production Ready state to make it acceptable to STATE within the following 20 (twenty) working days. If STATE rejects the COTS Production Ready status a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

Sample Payments Schedule:

Deliverables	Payment	Retainage (10%)
Project Management Plan	$10,000	$1,000
Software Delivery & Installation	$50,000	$5.000
Gap Analysis	$20,000	$2,000
Custom Development	$50,000	$5.000
Implementation	$40,000	$4,000
Production Ready (Final Acceptance)	$17,000	($17,000)
Total Payments	**$170,000**	

ATTACHMENT 3
COST PROPOSAL FORMAT

REQUIRED PRICING:

ND Telecommunication Relay Service (NDTRS): The offeror must state the firm, fixed rates for the following service:

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
001	NDTRS Call (Intra-service)		$

CapTel Service: The offeror must state the firm, fixed rates per minute for the following service:

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
002	CapTel Call		$

Offerors must explain their unit of measure and how it is calculated (i.e. minute, conversation minute, session minute).

OPTIONAL EQUIPMENT AND ACCESSORIES: The offeror may provide firm, fixed pricing for other optional equipment, installation (if required), and accessories if offered and proposed below.

Description	Unit of Measure	Firm Fixed Price

Telecommunications Relay Service Contract

The parties to this contract are the State of North Dakota, acting through its Information Technology Department (STATE), and Sprint Communications Company, LP (CONTRACTOR);

1. SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the products and services outlined in the STATE'S RFP #112-0916 and in the CONTRACTOR'S proposal dated January 21, 2010.

2. TERM OF CONTRACT

The term of this contract is for a period of 36 months, commencing on the 1st day of July, 2010, and terminating on the 30th day of June, 2013.

Renewal Option

The State may, upon the mutual agreement of CONTRACTOR, renew this contract upon satisfactory completion of the initial contract term. The State reserves the right to execute up to four options to renew this contract annually under the same terms and conditions for a period of twelve months each.

3. NO AUTOMATIC RENEWAL

This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least sixty days before the scheduled termination date.

4. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties. Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

a) The terms of this Contract as may be amended;

b) STATE's Solicitation Amendment #1 to Request for Proposal ("RFP") number 112-0916 dated December 22, 2009;

c) STATE's Request for Proposal ("RFP") number 112-0916, dated December 14, 2009;

d) CONTRACTOR's proposal dated January 21, 2009 ("Scope of Services") in response to RFP number 112-0916.

5. TERMINATION OF CONTRACT

1. **Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

2. **Termination for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

3. Termination for cause. STATE by written notice of default to CONTRACTOR may terminate this contract:

1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE, and STATE provides CONTRACTOR with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, and CONTRACTOR fails to cure the material failure within the 30-day cure period; or

2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and STATE provides CONTRACTOR with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, and CONTRACTOR fails to cure the material failure within the 30-day cure period.

The rights and remedies of STATE provided in the above clause related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. <u>FORCE MAJEURE</u>

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war, natural disasters embargoes, strikes, and labor disputes, and governmental decrees if the event is beyond CONTRACTOR's reasonable control and CONTRACTOR shall endeavor to give~~s~~ notice to STATE within a reasonable time period following the occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

7. <u>SEVERABILITY</u>

If any term of this contract is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

8. <u>ASSIGNMENT AND SUBCONTRACTS</u>

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. Notwithstanding the foregoing, CONTRACTOR may enter into subcontracts without the consent of the STATE provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely

responsible for the performance of any subcontractor. CONTRACTOR will not have the authority to contract for or incur obligations on behalf of STATE.

9. NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

Sprint	ND Information Technology Department
Attn: Law Dept. – Public Sector	Dan Sipes
2001 Edmund Halley Drive, 2nd Floor	600 E Boulevard Ave
Reston, VA 20191	Bismarck, ND 58505-0100
Fax: (703) 433-8798	

10. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought and solely litigated in the District Court of Burleigh County, North Dakota.

11. SPOLIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety.

12. INDEMNITY

CONTRACTOR agrees to defend and indemnify the STATE, its agencies, officers and employees, from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this contract and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of CONTRACTOR or its subcontractors, directors, officers, employees or authorized agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Further:

1. CONTRACTOR, at its own expense, will defend and indemnify STATE against claims that products furnished under this contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law. CONTRACTOR's obligations under this Section do not apply to the extent that the alleged or actual infringement or violation is caused by functional or other specifications that were provided by or requested by STATE, STATE's continued use of infringing products or services after CONTRACTOR provides reasonable notice to STATE of the infringement.
2. As to any product which is subject to a claim of infringement or misappropriation, or to minimize the potential for a claim, CONTRACTOR may, at its sole option and expense, (a) obtain the right

of continued use of the product for STATE or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, STATE will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give STATE a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.

3. CONTRACTOR will comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of the contract and conduct its activities so as not to endanger any person or property.

4. To be indemnified, STATE must (A) give CONTRACTOR prompt written notice of the claim, (B) give CONTRACTOR, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice CONTRACTOR's ability to satisfactorily defend or settle the claim. Any attorney who represents the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08

13. <u>INSURANCE</u>

Contractor shall secure and keep in force during the term of this contract and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this contract, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
4) Employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
   The amount of any deductible or self-retention is subject to approval by the State.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
3) The duty to defend, indemnify, and hold harmless the State under this contract shall not be limited by the insurance required in this contract.
4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
5) The insurance required in this contract, through a policy or endorsement, shall include:

a. "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
b. a provision that the policy and endorsements may not be canceled without thirty days' prior written notice to the undersigned State representative;
c. a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
d. a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
e. cross liability/severability of interest for all policies and endorsements;
f. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
g. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.

6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this contract. Copies of CONTRACTOR's blanket endorsements are available on line at: https://www.lockton.com/netcert2/key/termsandConditions.aspx?ck=L11N23640Q4261J594440.
7) Failure to provide insurance as required in this contract is a material breach of contract entitling the State to terminate this contract immediately.

14. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

15. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

16. CONFIDENTIALITY

Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. Absent a court order, STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and which STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

17. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 16, Confidentiality, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under Section 16, Confidentiality, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE's instructions on how to respond to the request.

18. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

19. **NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

20. STATE AUDIT AND INSPECTION

All relevant records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records in accordance with applicable law and generally accepted commercial standards for at least three years following completion of this contract. Upon reasonable prior written notice, CONTRACTOR shall make records relating to the contract available to STATE at CONTRACTOR's business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of CONTRACTOR's records, any third party auditor acting on behalf of the STATE shall be subject to prior approval by CONTRACTOR and may be required at CONTRACTOR's sole discretion to execute CONTRACTOR's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing CONTRACTOR's records.

CONTRACTOR and its subcontractors own and/or operate various facilities at numerous locations nationwide to provide telecommunications services throughout the United States. Accordingly, CONTRACTOR and its subcontractors shall comply by making its facilities available for inspection at reasonable times in the ordinary course of business subject to the following: (a) the STATE shall identify the facilities that may be subject to inspection under the contract; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to CONTRACTOR's performance of this contract; (c) the STATE shall provide reasonable prior written notice of any inspections; and (d) CONTRACTOR and its subcontractors reserve the right to pre-approve and require any designees or representatives who are not employees of the STATE to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.

Notwithstanding the foregoing, the following are the sole provisions governing any audit, inspection or site visit relating to CONTRACTOR's captioned telephone subcontractor ("CTI"). CTI shall permit any

duly authorized agent of the STATE to visit the CTI Captel call centers, observe demonstrations of Captel calls, review with CTI management CTI's customer service practices, security and confidentiality systems subject to reasonable access, identification, security, safety and all other policies of CTI. All such activities by the STATE or its agents shall be performed in a manner that will not unduly interfere with the provision of CTI's Captel services. Nothing herein shall give the STATE or its agents the right to review, audit, or otherwise have any access to any information that is, in whole or in part, the property of any other CTI customer including any other state Captel relay program, any other TRS provider, any Captel user, or any of CTI's or any of its Affiliates' financial, operational, internal or other information, or any other documents, methods, procedures, technical, confidential, proprietary, or trade secret information, or any other information of any kind unless specifically agreed to in writing by CTI and the applicable TRS provider. All information disclosed to the STATE or any agent of the STATE is CTI Confidential Information. Any disclosure of this information to unauthorized third parties is prohibited.

21. PREPAYMENT

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

22. TAXPAYER ID

CONTRACTOR's federal employer ID number is: 43-1408007.

23. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

24. STATE TECHNOLOGY STANDARDS

CONTRACTOR agrees that technology products and services delivered as part of this contract will comply with STATE's information technology standards. These standards can be found on STATE's web site at http://www.state.nd.us/ea/standards/

25. PERSONNEL AND PROJECT MANAGEMENT

1. CONTRACTOR will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this contract including any mutually agreed upon statements of work.
2. STATE will designate a Project Manager to serve as the primary point of contact for this contract. If, during the course of the contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to Section 9, Notice, above.
3. Unless STATE otherwise notifies CONTRACTOR, STATE's Project Manager shall carry out STATE's administrative and management functions under this contract, shall be responsible for acceptance of the contract deliverables, and shall provide support and overall direction to CONTRACTOR in producing the contract deliverables.
4. STATE's working hours are Monday through Friday from 8:00 AM until 5:00 PM (CST or CDT) with one hour for lunch. STATE Project Manager may approve alternate work schedules.
5. According to STATE policy, STATE personnel will only be obligated to work a forty-hour workweek, Monday through Friday, and will be allowed reasonable vacation, sick or educational absences.
6. CONTRACTOR's personnel will not be expected to work on state holidays or other mandatory leave days.
7. CONTRACTOR agrees and understands that STATE's execution of the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified. Therefore, in the event that it becomes necessary for CONTRACTOR to change the membership of STATE's account team, CONTRACTOR will notify STATE of all significant changes as far in advance as possible. CONTRACTOR will

make commercially reasonable efforts to consider the concerns of STATE in CONTRACTOR's decisions regarding replacement personnel. CONTRACTOR further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed. The personnel furnished must have the knowledge necessary to complete requirements as defined in the Contract.

8. Each change request duly authorized in writing by STATE and agreed to by CONTRACTOR will be deemed incorporated into and part of this contract.

26. REVIEW, APPROVAL, AND ACCEPTANCE PROCESS

1. Unless otherwise noted in this contract or agreed upon in writing by both parties, acceptance testing will be performed on-site, on STATE's platform.

2. Prior to acceptance testing, CONTRACTOR will furnish STATE with documentation of the deliverable item and the expected performance.

3. The review, approval, and acceptance process for all project deliverables as specified in scope of services will be the responsibility of STATE's Project Manager. The Project Manager will be responsible for ensuring that the approval process follows the proper procedures prior to acceptance of deliverables by STATE. STATE shall apply the following procedures to acceptance of all deliverables:

1) For the life of this contract, STATE has the right, at STATE's sole cost and expense, to complete a review of any deliverable received from CONTRACTOR and notify CONTRACTOR of STATE's findings; and
2) If the deliverable is unacceptable, CONTRACTOR shall resubmit the deliverable after the appropriate correction or modifications have been made.

4. The process described above will be repeated until acceptance is obtained, STATE terminates for cause or a waiver is obtained.

27. CHANGE CONTROL PROCESS

CONTRACTOR and STATE will implement a change control process to manage changes during the life of the project. This process will be documented in the project management plan. It will minimally include:

1. A change request must be in writing to document the potential change.

2. The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the impact to cost, schedule, scope, and quality.

3. CONTRACTOR will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the STATE's project manager. Work cannot commence on any new activities related to the change request until all parties agree in writing.

4. All change orders will be logged and tracked.

5. CONTRACTOR's Project Manager and STATE's Project Manager will adapt project plans to incorporate approved changes.

Steps for the change control process:

1) Complete a write-up for the proposed change and submit copies to CONTRACTOR and STATE's Project Managers who will in turn provide to relevant parties for assessment.
2) Record the request in the change control log.
3) Investigate the impact of the proposed change and evaluate the impact of not performing the change.
4) Prepare a response to the proposed change.
5) Retain the original in the project library.
6) CONTRACTOR and STATE agree whether the change should be performed and obtain authorization sign-off of the change request. The appropriate document is created.

If change is not accepted:

A. Contractor's Project Manager will discuss and document the issue with STATE's Project Manager
B. The proposed change can be modified and re-submitted or withdrawn if it is agreed to be non-essential. In this case, the reasons will be documented.

If change is accepted:

A. Once the change request has been approved and signed by the authorized parties, work may begin.
B. CONTRACTOR's Project Manager and STATE's Project Manager will adapt project plans to incorporate the approved change.

7. Both CONTRACTOR and STATE must sign-off that a change has been complete
8. The log will be updated
9. The log will be supplied at the progress meetings and/or in status reports.

28. <u>FINAL ACCEPTANCE</u>

INTENTIONALLY OMITTED

29. <u>LIQUIDATED DAMAGES</u>

The parties agree that STATE may suffer damages due to a failure by CONTRACTOR to provide deliverables or services according to the schedule specified in the project plan. Since it is difficult to fix the actual damages sustained in the event of such implementation delays, STATE and CONTRACTOR agree that the amount of damages will be determined as per this Section. In the event of any non-performance the CONTRACTOR shall pay that amount as liquidated damages and not as a penalty. Amounts due to STATE as liquidated damages may be deducted by STATE from any fees payable to CONTRACTOR and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from CONTRACTOR to STATE.

STATE will notify CONTRACTOR, in writing, of any claim for liquidated damages no later than 30 days prior to the date the State deducts such sums from money payable to CONTRACTOR and, in any case, within 30 days after CONTRACTOR's failure to perform in accordance with the terms of the contract.

Delays due to causes of Force Majeure or due to the responsibility of STATE or 3rd parties shall extend the time for performance on a day-to-day basis.

Failure to Complete Project on Schedule:

It is agreed by the parties that in the event CONTRACTOR fails to complete the project per the schedule as specified in the ***Scopes of Services*** the STATE will deduct from fees payable to CONTRACTOR not to exceed $100.00 per day for each day that the implementation is delayed as a reasonable approximation of the actual damages incurred by STATE. Notwithstanding anything in this contract to the contrary, in no event will the total aggregate amount of liquidated damages assessed by the STATE pursuant to this Section 29 exceed $10,000.00 ("Liquidated Damages Cap") during the term (or any extension or renewal term) of this contract, and in no event will CONTRACTOR be liable for liquidated damages in excess of the Liquidated Damages Cap.

30. <u>PAYMENTS</u>

1. The contractual amount to be paid for this project shall constitute the entire compensation due CONTRACTOR for the service and all of CONTRACTOR's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred, by CONTRACTOR, except as noted in this section of the contract. A valid change order processed in accordance with this contract may modify the contractual amount.
2. Taxes.

   a) Taxes Not Included. CONTRACTOR's rates and charges for Products and Services do not include taxes. STATE will pay all applicable taxes including, but not limited to, sales, use, gross receipts, excise, value-added, property, transaction, or other local, state, or national taxes or charges imposed or based on the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by CONTRACTOR is posted on the Rates and Conditions Website.

   b) Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction where STATE conducts business requires STATE to deduct or withhold separate taxes from any amount due to CONTRACTOR, STATE must notify CONTRACTOR in writing. CONTRACTOR will then increase the gross amount of STATE's invoice so that, after STATE's deduction or withholding for taxes, the net amount paid to CONTRACTOR will not be less than the amount CONTRACTOR would have received without the required deduction or withholding.

   c) Tax Exemptions and Exclusions. CONTRACTOR will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by STATE and statutory exemptions and will not bill STATE for any such exempted taxes. STATE will not be responsible for payment of CONTRACTOR's direct income and employment taxes. The State sales tax exemption number is E-2001, and the State will furnish certificates upon request.
3. The cost of the project is firm for the duration of the then current initial term or renewal term of the contract and is not subject to escalation for any reason during such, unless this contract is amended**,** or a valid change order is processed in accordance with this contract.
4. Any cost adjustments to the contract must be agreed upon by the parties by amending this contract or processing a valid change order.
5. The project cost will be billed by CONTRACTOR to STATE, and is tied directly to STATE's acceptance of agreed upon deliverables as specified in the scope of services.
   Payment will be made upon receipt of invoices from CONTRACTOR.
6. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If STATE fails to make payment within 15 days of receiving CONTRACTOR's written notice of nonpayment, CONTRACTOR may charge late fees (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by an applicable Tariff, law or regulation. STATE may not offset credits owed to STATE on one account against payments due on the same or another account without CONTRACTOR's written consent. CONTRACTOR's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. STATE's payment obligations include late charges and third party collection costs incurred by CONTRACTOR, including but not limited to reasonable attorneys' fees, if STATE fails to cure its breach of these payment terms.
7. **Disputed Charges.** If STATE disputes a charge in good faith, STATE may withhold payment of that charge if STATE makes timely payment of all undisputed charges and, within 30 days of the due date, provides CONTRACTOR with a written explanation of STATE's reasons for disputing the charge. STATE must cooperate with CONTRACTOR to promptly resolve any disputed charge. If CONTRACTOR determines, in good faith, that the disputed charge is valid, CONTRACTOR will notify STATE and STATE must pay the charge promptly or invoke the

dispute resolution process in this Agreement. If CONTRACTOR determines in good faith that the disputed charge is invalid, CONTRACTOR will credit STATE for the invalid charge.

8. No claim for additional services, not specifically provided herein, will be allowed by STATE except to the extent provided by a valid change order or amendment to this contract.

9. The payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

10. STATE reserves the right to deduct from amounts that are or will become due and payable to CONTRACTOR under this, or any contract between the parties, any amounts that are or will become due and payable to STATE by CONTRACTOR.

11. Reimbursement for contracted staff travel and travel-related costs associated with on-site work done in performance of this contract will be paid at the same rate payable to State employees under North Dakota Century Code Section 44-08-04. Meals will be reimbursed on a per diem basis at the current State rate. Copies of receipts are required for travel and lodging reimbursement. CONTRACTOR will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by STATE's project manager.

31. <u>REPRESENTATIONS AND WARRANTIES</u>

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use without authorization any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this contract or in delivery of the completed product. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this contract is under any obligation to assign or give any work done under this contract to any third party.

32. <u>RATE ADJUSTMENTS.</u>

CONTRACTOR may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs CONTRACTOR incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that CONTRACTOR contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that CONTRACTOR in good faith has treated as exempt, including but not limited to, information services, CONTRACTOR will invoice STATE the CUSC for such Services beginning on the date established by the FCC as the date such services became subject to USF contributions. The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. CONTRACTOR may impose additional charges or surcharges to recover amounts CONTRACTOR is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges, and to recover increased access costs imposed on CONTRACTOR as a result of STATE's specific traffic patterns, network configuration or routing protocol.

33. <u>WARRANTIES.</u>

EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND

SERVICES ARE PROVIDED "AS IS." CONTRACTOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

34. EQUIPMENT AND SOFTWARE.

1.1 Equipment.

A. Products. CONTRACTOR does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

B. CONTRACTOR Assets Located at STATE's Premises. For certain Services, CONTRACTOR may furnish its own equipment to be used at STATE's location in connection with the Services ("CONTRACTOR On-Site Equipment"). CONTRACTOR retains all rights, title and interests to CONTRACTOR On-Site Equipment, whether or not embedded in or attached to STATE's real or personal property. STATE neither owns nor will acquire any right of ownership to CONTRACTOR On-Site Equipment. Upon termination or expiration of the Agreement or any applicable Order, STATE will surrender and immediately return CONTRACTOR On-Site Equipment to CONTRACTOR or will provide CONTRACTOR with access to reclaim CONTRACTOR On-Site Equipment.

1.2 Software License.

A. Licensing Requirements. Where software is provided with a Product or Service, STATE is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable STATE to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of CONTRACTOR's software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted by CONTRACTOR on the Rates and Conditions Website. CONTRACTOR may suspend, block or terminate STATE's use of any software if STATE fails to comply with any applicable licensing requirement.

B. Prohibitions. STATE may not use software on behalf of third parties or for time share or service bureau activities, or to use or obtain any source code. STATE may not reverse engineer, decompile, modify, enhance, or copy CONTRACTOR-provided software.

C. Ownership. CONTRACTOR or its suppliers retain title and property rights to all software. Upon termination or expiration of the Agreement or the applicable Service, the related software license will terminate and STATE will return all copies of software to CONTRACTOR or provide certification that it has permanently deleted all CONTRACTOR-provided software from STATE-owned Equipment.

1.3 Responsibility. STATE is responsible for any items not provided by CONTRACTOR, including but not limited to third party equipment or software, that impair Product or Service quality. Upon notice from CONTRACTOR of an impairment to the Products or Services, STATE will promptly cure the problem. STATE will continue to pay CONTRACTOR for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CONTRACTOR Networks by CONTRACTOR or third parties, CONTRACTOR, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to STATE, although CONTRACTOR will provide advance notice where reasonably practical. At STATE's request, CONTRACTOR will work with STATE to troubleshoot the source of the impairment at CONTRACTOR's then-current time and materials rates. CONTRACTOR is not liable if a commercially reasonable change in CONTRACTOR Products or Services causes equipment or software used by STATE to become obsolete, require alteration, or perform at lower levels.

36. LIMITATIONS OF LIABILITY.

1.1 Except for CONTRACTOR'S obligations under section 12 of this agreement and claims for direct loss resulting from personal injury (including death) and damage to real property and tangible personal property, to the fullest extent authorized by N.D.C.C. 32-12.2-15, CONTRACTOR's total liability to STATE arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the total price of the software, services (including interface development, implementation, training and project management) and one year of maintenance, if applicable being provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

1.2 **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

1.3 **Unauthorized Access / Hacking.** CONTRACTOR is not liable for unauthorized third party access to, or alteration, theft, or destruction of STATE's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CONTRACTOR network transmission facilities or STATE premise equipment.

1.4 **CONTRACTOR Disclaimers.** CONTRACTOR is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from :

A. STATE's failure to obtain permits, licenses, or consents that STATE is required to obtain to enable CONTRACTOR to provide the Products or Services (e.g., landlord permissions or local construction licenses);

B. The content of any information transmitted by, accessed, or received through, CONTRACTOR's provision of the Products and Services to STATE, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by CONTRACTOR; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;

C. STATE's breach of the licensing requirements in the Software License section;

D. STATE's failure to comply with any provision of the Use of Products and Services section; or

E. CONTRACTOR's failure to pay any tax based on STATE's claim of a legitimate exemption under applicable law.

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

STATE OF NORTH DAKOTA, acting through its
Information Technology Department

BY: _____

ITS: _____

DATE: _____

Sprint — Approved as to Legal Form
KAC – 25 Feb 2010

ATTACHMENT – SCOPE OF SERVICES

CONTRACTOR'S Proposal to RFP #112-0916 dated January 21, 2010

[Placeholder]

Appendix K:

Copies of Phone Bill with Surcharge Rate or Legislative Order

000004882800

P.O. BOX 467
HAZEN, ND 58545
PHONE: (701)748-2211
FAX: (701)748-6800

TELEPHONE NO: (701)348-3161 ACCOUNT NO: 4882800

Previous Bill	Payments/Adj	Current Billing	Total Due
$33.07	$33.07CR	$33.13	$33.13

BILL AT A GLANCE 08/01/2012

INFORMATION TECHNOLOGY DEPT

BALANCE FROM LAST BILLING		33.07
Payments Received - Thank You	07-09	33.07CR
Previous Balance Due		**.00**

SUMMARY BY SERVICE TYPE

ESSENTIAL SERVICES	32.13
NON ESSENTIAL SERVICES	1.00
CLASS SERVICES	.00
CURRENT BILLING AMOUNT	**33.13**
Total Due: Please Pay This Amount	**33.13**

AUG 3 2012

#235.8

6950-602060-33.13

MESSAGE CENTER

FOR BILLING INQUIRIES CALL: 1(701)748-2211

PAYMENT IS DUE BY THE 20TH. ANY PAYMENTS RECEIVED AFTER 07-30 ARE NOT POSTED ON THIS STATEMENT.

READY. SET. SHOOT! Enter your favorite photos in WRT's Photo Calendar Contest. Email them to photo@westriv.com by September 1st!

Due to the FCC's Lifeline Reform Modernization Order, the Lifeline credit issued on eligible subscriber's bills will be changing to $9.25/month, effective July 1, 2012. Residents of tribal lands may be eligible for up to an additional $25 in Lifeline support for primary local phone service.

Per FCC's rules (effective 12-29-11), an Access Recovery Charge (ARC)of 50 cents will appear on your bill as of July 1, 2012. The ARC recovers a limited portion of intercarrier payments lost due to FCC mandated reductions. Multi-line businesses will see an ARC of $1.00.

Due to a recent restructuring, WRT customers may notice different terms/rates beginning Sept.1, 2012. They include ACTIVATION ($30) and PREMISE LABOR ($80/hour). If you have questions on your bill, please contact WRT at 748-2211.

DID YOU KNOW WRT OFFERS eBILL - FREE ONLINE BILLING! Check out www.westriv.com and click on EBILL in upper right corner. View your bill online and make payments too! SIGN UP TODAY & RECEIVE a $5.00 CREDIT! WRT'S EBILL & AUTOMATIC MONTHLY PAYMENTS can can be automatically deducted from your checking or savings account on your choice of the 5th or 15th of each month. If the date is a weekend/holiday it will be deducted the next business day.

Please return lower portion with your payment...retain upper portion for your records.

WRT
P.O. BOX 467
HAZEN, ND 58545
PHONE: (701)748-2211
FAX: (701)748-6800

INFORMATION TECHNOLOGY DEPT
ACCOUNT NO: 4882800
TELEPHONE NO: (701)348-3161
BILL DATE: 08/01/2012

MONTHLY USAGE FOR TELEPHONE NO: (701)348-3161

Description	Date	Quantity	Amount
SUMMARY FOR: TSR # 1152619			
Previous Balance Due			.00
ESSENTIAL SERVICES	**08/01-08/31**		
MORTON CO. 911 SURCHARGE		1 @ 1.00	1.00
MULTI-LINE ACCESS CHARGE		1 @ 9.20	9.20
TELECOM RELAY SERVICE FUND		1 @ 0.04	.04
FEDERAL UNIVERSAL SERVICE LINE CHARGE		1 @ 1.44	1.44
BUSINESS LINE CHARGE		1 @ 19.45	19.45
ACCESS RECOVERY CHARGE		1 @ 1.00	1.00
ESSENTIAL SERVICES SUBTOTAL			**32.13**
NON ESSENTIAL SERVICES	**08/01-08/31**		
UNPUBLISHED NUMBER CHARGE		1 @ 1.00	1.00
NON ESSENTIAL SERVICES SUBTOTAL			**1.00**
CLASS SERVICES	**08/01-08/31**		
CALLER ID BLOCKING			
CLASS SERVICES SUBTOTAL			**.00**
SUB-TOTAL			33.13
CURRENT BILLING AMOUNT			33.13
		Total Due: Please Pay This Amount	**33.13**

The carrier you have chosen for your long distance (InterLATA) calls is QWEST LONG DIS.
The carrier you have chosen for your long distance (IntraLATA) calls is QWEST LONG DIS.

AUG 3 2012

PO Box 270 Park River, ND 58270-0270 www.thinkpolar.com

Billing questions: 701-284-7221 or 800-284-7222
To report a service trouble: 701-284-7127
24 Hour Help Desk: 888-700-7652

Billing Inquiries Call: 701.284.7221

Account Summary

Account Number	00018273-6
Invoice Number	100650931
Bill Date	Jul 01, 2012
Delinquent After	**Jul 22, 2012**
Previous Bill	$ 32.79
Previous Payments	$ 32.79
Adjustments	$ 0.00
Previous Balance	$ 0.00
Current Charges	$ 30.01
Amount Due	**$ 30.01**

Payments received after Jun 25, 2012 are not included

Balance Forward

Previous Bill		$ 32.79
Payment made on Jun 11	$ 32.79cr	
Total payments through Jun 25		$ 32.79cr
Balance Before Current Charges		**$ 0.00**

Service Summary

	Recurring	Adj	Usage	Taxes Surcharges Fees	Subtotal
Bus Phone Service					
701-454-3935	28.99			1.02	30.01
	28.99			1.02	30.01
Subtotal Current Charges					**30.01**

Total Amount Due **$ 30.01**

Message Center

With kids home for the summer, you can trust their online security to SecureIT Plus! Sign up before July 31 and get the first 3 months free!

801-17-9400

6950-602060-30.01

JUL 5 2012

Keep this portion for your records. To ensure proper credit, please return the bottom portion of this page with your payment

Charge Detail

Bus Phone Service (701-454-3935)

Recurring Charges (Jul 01 - Jul 31)	
Business Local Line Charge	20.95
Federal Access Charge	6.50
Pembina County 911 Emergency	1.00
Telcom Relay Service Fund	0.04
Acess Recovery Charge - Bus Single Line	0.50
Taxes, Fees, and Surcharges	
Federal Universal Service Charge	1.02
Total for 701-454-3935	**$ 30.01**

Essential or "non-deniable" services necessary for you to use your local telephone include the following: Monthly Line Charge, Interstate Toll Access, 911 Emergency, Telecom Relay Service Fund, TAP and TACIP, Unpublished or Unlisted Number. Nonpayment of these charges may result in disconnection of basic local service.

All other services are provided at your request and are not required as part of your basic local service. If you deny payment of any of these charges, these non-Essential items will be discontinued.

There has been a change to your service. Please verify that your monthly recurring charges are correct.

000000398600

North Dakota Telephone Company
211 22nd St NW
P.O. Box 180
Devils Lake, ND 58301-0180
(701)662-1100

TELEPHONE NO: (701)398-3575 ACCOUNT NO: 398600

Previous Bill	Payments/Adj	Current Billing	Total Due
$50.01	$50.01CR	$49.85	$49.85

BILL AT A GLANCE 08/01/2012

INFORMATION TECHNOLOGY DEPT

BALANCE FROM LAST BILLING		50.01
Payments Received	07-16	50.01CR
Previous Balance Due		**.00**

SUMMARY BY SERVICE TYPE

TELEPHONE	37.17
OTHER CHARGES	12.68
CURRENT BILLING AMOUNT	**49.85**
Total Due: Please Pay This Amount	**49.85**

MESSAGE CENTER

Billing inquires call 1-800-880-4213 or (701)662-1100

Payments received after 08-01 have not been applied to this statement.

Avoid penalty charges by keeping your NDTC bill current each month.

NDTC
North Dakota
Telephone Company

801-63-3050

6950-602060- 49.85

AUG 10 2012

Please return lower portion with your payment...retain upper portion for your records

North Dakota Telephone Company
211 22nd St NW
P.O. Box 180
Devils Lake, ND 58301-0180
(701)662-1100

INFORMATION TECHNOLOGY DEPT
ACCOUNT NO: 398600
TELEPHONE NO: (701)398-3575
BILL DATE: 08/01/2012

MONTHLY USAGE FOR TELEPHONE NO: (701)398-3575

Description	Date	Quantity	Amount
Previous Balance Due			.00
TELEPHONE	**08/01-08/31**		
*BUSINESS LINE		1 @ 27.87	27.87
CALLER ID BLOCK			
*DIR NONPUB		1 @ 1.50	1.50
*EXTENDED AREA SERVICE - BUSINESS		1 @ 7.80	7.80
TELEPHONE SUBTOTAL			**37.17**
OTHER CHARGES	**08/01-08/31**		
*E911 CHARGE - RAMSEY COUNTY		1 @ 1.00	1.00
*ACCESS RECOVERY CHG BUSINESS MULTI LN		1 @ 1.00	1.00
*FEDERAL ACCESS CHARGE MULTI LINE		1 @ 9.20	9.20
*FEDERAL UNIVERSAL SERVICE CHG-MULTI		1 @ 1.44	1.44
*TELECOMMUNICATIONS RELAY SERVICE FUND		1 @ 0.04	.04
OTHER CHARGES SUBTOTAL			**12.68**

Essential Services are indicated by an asterisk. Failure to pay these services may result in your telephone service being disconnected.

SUB-TOTAL	49.85
CURRENT BILLING AMOUNT	49.85
Total Due: Please Pay This Amount	**49.85**

April 11, 2012

Tony Clark
Public Service Commission
600 East Boulevard
Bismarck, ND 58505

RE: TELECOMMUNICATIONS RELAY SERVICE

The Information Technology Department (ITD) is submitting the following budget for the telecommunications relay service as required by NDCC 54-44.8-08. This budget information will assist the Public Service Commission in determining the amount of surcharge for the time period July 1, 2012 to June 30, 2013.

FISCAL YEAR '12-'13		
REVENUE:		
Estimated Balance June 30, 2012	$ 246,471	
719,108 Access Lines/Numbers		
x 4 cents x 12 months x 95%	$ 327,913	
TOTAL REVENUE		**$ 574,384**
EXPENSES:		
Relay Service Contract	$ 235,000	
Department of Human Services (Equipment Distribution)	$ 250,000	
ITD Administrative Expense	$ 5,000	
TOTAL EXPENSES		**$ 490,000**
ESTIMATED BALANCE JUNE 30, 2013		**$ 84,384**

The local exchange companies and radio communications service providers are allowed to keep 5% of the surcharge collected from their customers. Quarterly payments are made to ITD in the month following each quarter. We currently are collecting the surcharge from 719,108 telephone access lines and radio communications access numbers. Attached is a detail list by access provider.

Following are the amounts charged to ND on February, 2012 provided by Sprint:

Number of Minutes of Service Compensation	5,052
Number of Calls into Relay Service	2,773
Length of Call for Session Minutes	2.35

The Department of Human Services (DHS) is responsible for the equipment distribution program. The amount requested from ITD for the upcoming fiscal year will be $250,000. DHS will be requesting $250,000 every 2 years instead of $125,000 per year.

We recommend keeping the rate at 4 cents per access line. We try to stabilize the relay service rate from period to period, so the local exchange companies and radio communications service providers will not be forced to change their billing from year to year. This has been a request from the providers in the past.

If you have any questions, please give me a call at 328-1001.

Sincerely,

Mike J. Ressler, Director
Information Technology Department

MJR/jg

attachment:

STATE OF NORTH DAKOTA
INFORMATION TECHNOLOGY DEPARTMENT
600 E. BOULEVARD AVENUE
BISMARCK, ND 58505
701-328-3190, FAX 701-328-3000

SOLICITATION AMENDMENT

December 22, 2009

SOLICITATION NUMBER AND TITLE: 112-0916 TELECOMMUNICATIONS RELAY SERVICE

AMENDMENT NUMBER: 1

Section 1.03 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. When necessary, the solicitation has been amended.

1. **Question: Page 4, Section 1.01 Cooperative Purchasing** Is it the State's intent to allow non-North Dakota agencies/schools to purchase under the contract? Vendor's pricing is specific to the State's particular circumstances and therefore Vendor is unable to allow government agencies, schools or other entities located outside of the State of North Dakota to be eligible to purchase under this contract.
   Response: The following section, Page 4, Section 1.01 Cooperative Purchasing paragraph is deleted from the RFP. Specific section to be deleted: This Request for Proposal will result in the award of a State Term Contract that will be made available to entities authorized to participate in cooperative purchasing with the State under North Dakota Century Code 54-44.4-13, including institutions under the jurisdiction of the NDUS, K-12 schools, and local government entities.

2. **Question: Page 26, Section 6.06 Cost Proposal and Cost Proposal Format (Attachment 3)**
   1. Will the State entertain an alternate pricing structure which includes a monthly recurring charge for Outreach expenses in addition to the respective prices per minute for TRS and CapTel?
   Response: The State will consider alternate pricing.

   2. Will the State allow different pricing for the optional years?
   Response: The State will allow different pricing for the optional years.

   3. Would the State prefer pricing based on Session minutes (total CA work-time) or Conversation minutes? Are Vendors able to submit both?
   Response: Offerors may submit both.

   Section 4.02 of the RFP is amended as follows:
   4.02 Contract Type
   This contract is a firm fixed price contract. The pricing will not increase more than 5% upon each renewal.

3. Question: Page 31, Section 7.16 Contract Negotiation and Attachment 2, Sample Technology Services Contract Pursuant to Section 7.16 of the RFP, will the State permit Contractors to negotiate the terms and conditions of Attachment 2 ("Sample Technology Service Contract") after final evaluation of the RFP Responses?
   Response: The State may negotiate certain contract terms and conditions with the awarded Offeror. However, as stated in Section 7.17 Failure to Negotiate. If the offeror and the State, after a good faith effort, cannot come to terms, the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.
   No amendment necessary.

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Brandy Peterson
Procurement Officer
PHONE: 701-328-1888
FAX: 701-328-3000
E-MAIL: blpeterson@nd.gov

SOLICITATION AMENDMENT

ACKNOWLEDGEMENT

SOLICITATION NUMBER AND TITLE: 112-0916 TELECOMMUNICATIONS RELAY SERVICE **AMENDMENT NUMBER: 1**

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

NAME OF BIDDER OR OFFEROR
MAILING ADDRESS
PRINTED NAME
SIGNATURE
TITLE
DATE

Appendix L:

Copy of 2008 TRS Recertification Renewal Letter from the FCC

Application for Renewal

State of North Dakota
Telecommunications Relay Service
State Program Certification

Prepared by the

Information Technology Department
600 East Boulevard – Dept. 112
Bismarck, North Dakota 58505-0100

Date of Submission: October 1, 2007

North Dakota FCC Certification Renewal and Supporting Documents

Introduction

The State of North Dakota, with the assistance of Sprint Relay, has prepared this narrative and attached appendices to comply with the FCC TRS Certification Renewal Application, particularly in response to the FCC Public Notice DA 07-2761, CG Docket No. 03-123 released on June 22, 2007. Included in the Public Notice are the minimum mandatory FCC TRS requirements under 47 C.F.R. §64.604 and §64.605. A copy of this Public Notice and these mandatory requirements is attached as Appendix A.

The FCC has requested that each FCC TRS Certification Renewal application responds to the minimum mandatory FCC TRS requirements for providing telecommunication relay services and that each state includes procedures and remedies for enforcing any requirements imposed by state programs. Additionally, the FCC requested that several exhibits such as outreach presentations, promotional items, consumer training materials, and consumer complaint logs be included with the information provided.

The Appendices included with this TRS Certification Renewal Application are as follows:

A. Copy of the Public Notice DA 07-2761
B. TRS, CapTel, STS, IP, VRS Training Outlines
C. TRS, IP, VRS and CapTel Pledge of Confidentiality
D. E911 Call Procedure
E. Sprint Carrier of Choice Letter of Invitation
F. Sprint Outage Prevention Program
G. Sprint Disaster Recovery Plan
H. Sprint TRS Standard Features Matrix
I. Sprint Policy on 10 and 15 minute Rule
J. FCC TRS Mandatory Minimum Standards & Compliance Matrix
K. FCC CapTel Mandatory Minimum Standards & Compliance Matrix
L. Sprint's Report to the FCC on VRS and IP Waivers
M. Sprint Relay Fact Sheet
N. Sprint's TSP Press Release
O. Copy of TRS Information in Telephone Directories
P. Copy of Telephone Bill Inserts
Q. Copies of Relay Newsletters
R. Copy of Annual Report or Other
S. Copy of Relay Brochures or Other Advertisements
T. State legislation or Other establishing TRS program in the State
U. Copies of Complaint Logs
V. Copy of TRS RFP
W. Copy of Phone Bill with Surcharge Rate
X. Copy of the letter notifying the FCC of substantive changes to the TRS program

Table of Contents

North Dakota FCC Certification Renewal and Supporting Documents 1
Table of Contents 3
Operational Standards..... 4
A.1 Communication Assistants (CAs)..... 4
A.2 Confidentiality and Conversation Context..... 8
A.3 Types of Calls..... 11
A.4 Handling of Emergency Calls..... 15
A.5 STS Called Numbers 17
Technical Standards..... 18
B.1 ASCII and Baudot..... 18
B.2 Speed of Answer..... 18
B.3 Equal Access to Interexchange Carriers 22
B.4 TRS Facilities 24
B.5 Technology 27
B.6 Caller ID 28
Functional Standards 28
C.1 Consumer Complaint Logs 28
C.2 Contact Persons..... 29
C.3 Public Access to Information..... 29
C.4 Rates 30
C.5 Jurisdictional Separation of Costs..... 30
C.6 Complaints……...31
C.7 Treatment of TRS Customer Info 32
§64.605 State Certification (including substantive changes to TRS) 33
Appendix A: FCC TRS Public Notice, June 22, 2007..... 35
Appendix B: Sprint TRS, STS, CapTel, and VRS Training Outlines 48
Appendix C: TRS Pledge of Confidentiality 59
Appendix D: E 911 Call Procedure 61
Appendix E Sprint Carrier of Choice Letter of Invitation 62
Appendix F: Sprint Route Outage Prevention Programs..... 69
Appendix G: Disaster Recovery Plan 71
Appendix H: Sprint TRS Standard Features Matrix 80
Appendix I: Policy on 10- and 15-Minute Rule..... 85
Appendix J: FCC TRS Mandatory Minimum Standards & Compliance Matrix..... 86
Appendix K: FCC CapTel Mandatory Minimum Standards & Compliance Matrix 95
Appendix L: Sprint's Report to the FCC on VRS and IP Waivers.....108
Appendix M: Sprint Relay Fact Sheet.....118
Appendix N: Copy of TSP Press Release……121
Appendix O: TRS Information in Telephone Directories.....123
Appendix P: Copy of Telephone Bill Inserts.....127
Appendix Q: Copies of Relay Newsletters.....128
Appendix R: Copy of Annual Report or Other.....133
Appendix S: Copy of Relay Brochures or Other Advertisements 135
Appendix T: Copy of Legislation or Other Establishing TRS in the State……..140
Appendix U: Copies of Complaint Logs……..144
Appendix V: Copy of TRS RFP……..150
Appendix W: Copy of Phone Bill with Surcharge Rate 188
Appendix X: Copy of the letter notifying the FCC of Substantive changes to the TRS……..190

Operational Standards

A.1 Communication Assistants (CAs)

§64.604 (a)(1) (i) TRS Providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communication needs of individuals with hearing and speech disabilities

CA Employment Standards

- Sprint has established a successful procedure to attract qualified applicants for TRS CA positions. The first step in the CA's hiring practice is a validated test that screens for typing, language skills, and other skills related to the CA position. When an applicant passes the test, a Human Resources representative screens the applicant over the phone or in person, for oral communication skills and work availability. If the applicant passes this step, he/she is interviewed in person by an Operations Supervisor for specific job dimensions that relate to the success of a CA. If the supervisor recommends the applicant for employment, the applicant undergoes a drug screen and security/reference check. This process ensures that only qualified applicants are hired to work at a relay center.

- Sprint IP (Internet Relay) CAs follow the same employment and training standards as TRS CAs. In addition, Sprint provides an enhanced VCO service called Captioned Telephone (*CapTel*) Services. Sprint requires that all *CapTel* CAs have a high school graduate equivalency as a minimum qualification for the job.

- All Sprint Video Relay (VRS) Interpreters are qualified and adhere to the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct. For more information about VRS interpreter qualifications and training expectations, see Appendix B.

§64.604 (a)(1)(ii) CAs must have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.

Communication Assistants Training Program

- Sprint trainers use adult learning theories; training is adapted to each participant's learning modality; incorporating lecture, visual graphics, flow charts, videos, role playing, and hands-on-call training, to stimulate the CA's ability to learn.

- New hires receive training in Deaf Culture, ASL translation, the needs of non-signing deaf individuals, and sensitivity to the needs of persons with hearing and speech disabilities by a qualified person who, if not deaf or hard of hearing, possesses extensive knowledge in this area. During the CA's initial training, they are trained and evaluated on how to accurately reflect the TTY user's communication and on the CA's role in the relay process. CAs' performance based skills such as grammar; spelling and oral communication abilities are evaluated. Sprint works closely with local deaf and hard of hearing communities to identify knowledgeable presenters to assist with the training. Sprint utilizes videos, role-playing, group activities and discussion groups to educate employees on the different needs of their customers to ensure sensitivity towards customers.

- Additionally, applicants are given written and hands-on evaluations to demonstrate their ability to spell and type accurately, process a call using live training terminals, and role-play in varying levels of ASL. CAs also receive extensive training on how to improve their interpersonal skills so that they can work effectively with difficult and stressful situations that may arise during their employment. These training mandates and skill expectations also apply to Sprint IP CAs and VRS interpreters where appropriate. Please review the Sprint TRS, Speech to Speech (STS), CapTel and Video Relay Service (VRS) Training outlines in Appendix B.

- A team of ASL-fluent Sprint employees developed the ASL Training workbooks that are utilized by CAs for ongoing training. These workbooks have been designed to provide supplemental training and to assist CAs toward the mastery of ASL translation on relay calls.

- <u>Captioning Assistants Training Program</u>

- *CapTel* CA training includes comprehensive training on the *CapTel* Service Workstation equipment and other instruction including some live call handling experience. All prospective CAs are required to meet all of the CTI standards for becoming a production CA. These standards include the ability to consistently meet call handling skills such as WPM averages, accuracy averages as well as attendance and attitude standards as set by *CapTel* management. 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 terminated from employment. See Appendix A

- All *CapTel* CAs are tested for competency in typing, grammar, and spelling to ensure skills meet the FCC Guidelines. *CapTel* CA training provides familiarity with hearing, deaf, and Speech-Disabled cultures. A captioned telephone user does not type while making a call, therefore there is never an opportunity for the CA to have to interpret typewritten ASL.

- *CapTel* CAs must follow certain guidelines while supporting calls. Below is a list of these guidelines.

  1.1 The 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.

  1.2 The CA shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential.

  1.3 The CA shall be required to meet the FCC standards for TRS minimum transcription speed.

  1.4 The 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.

  1.5 The CA shall pass along a *CapTel* caller's Automatic Number Identification (ANI) to the local Public Service Answering Point (PSAP) if the caller disconnects before being connected to emergency services.

1.6 Personnel supporting *CapTel* will have the requisite experience, expertise, skills, knowledge and training and education to perform *CapTel* Services in a professional manner.

- Please review the Sprint TRS, STS, *CapTel* and Video Relay Service (VRS) Training outlines in Appendix B for more information on CA training requirements.

CA Quality Assurance Programs

- Monthly Surveys

- Sprint Relay conducts monthly surveys and formal reviews to monitor and evaluate the continuing training for Sprint Relay TRS CAs as well as Sprint IP CAs. The survey process used is a product of a task force comprised of management staff. It evaluates all areas of work performance, personal effectiveness and attendance. The survey process goals are to respond to customer feedback and provide the CA with clearly defined and objective performance measures. Two surveys are completed on each CA every month and include areas such as Typing Accuracy, Spelling, Conversational English/ASL Translation, Clarity / Enunciation, Caller Control, and Etiquette/Composure.

- Quality Assurance Test Calls

- To ensure that all CAs are focused on FCC requirements and state contractual commitments, Sprint centers and or an independent third party quality testing firm has been retained by Sprint to perform a total of 700 test calls. Results are provided on a quarterly basis. Feedback and appropriate guiding performance measures for specific components are addressed with each CA.

- Sprint Relay also conducts test calls to ensure *CapTel* quality at least once a quarter, but often conducts monthly tests of 100 test calls on *CapTel*.

- Relay Program Management and Trainer Test Calls

- Additionally, the Operations department and members of the Relay Program Management Team identify areas of concern based on customer feedback, state feedback, individual survey results and customer contacts. Approximately 300 test calls per month are conducted focusing on the identified monthly call-processing topic. Results are compiled and shared with Operations' management. Based on the results, the trainers and management determine if refresher training is required and what method will be used for delivery.

- Sprint Relay and the Relay Program Management team also perform test calls for *CapTel* CAs.

- *§64.604 (a)(1)(iii) CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.*

Transmission of 60 WPM

- All Sprint Relay CAs type a minimum of 60 words per minute (WPM). Sprint Relay utilizes an oral-to-type test that simulates actual working conditions. CAs are tested on an ongoing basis to ensure that a 60 WPM performance requirement is maintained. During this test, Sprint Relay does not use technology-aided transmission to ensure the typing speed. The scores for each CA are the actual words per minute that are typed. The most recent test results were an overall 82.5 WPM with 97% accuracy for all call centers. This applies to Sprint IP and IP wireless relay CAs as well.

- Sprint Relay utilizes technological aides during relaying such as pre-programmed macros and auto-correcting software, along with the CA's natural skill, to provide optimal service.

- *CapTel*'s voice recognition technology transmits above 100 WPM. While oral to type tests are waived as a result of this technology, oral to text tests are given to all *CapTel* CAs.

- *§64.604 (a)(1)(iv) TRS providers are responsible for requiring that VRS CAs are qualified interpreters. A "qualified interpreter" is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.*

- Qualified VRS interpreters

- All Sprint Video Relay (VRS) Interpreters are qualified and adhere to the Registry of Interpreters for the Deaf (RID) Code of Professional Conduct. For more information about VRS interpreter qualifications and training expectations, see Appendix B.

- *§64.604 (a)(1) (v) CAs answering and placing a TTY-based TRS or VRS call must stay with the call for a minimum of ten minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen minutes.*

- In-Call Replacement of CAs

- Sprint Relay requires all CAs, including Sprint IP and IP Wireless CAs, and VRS Interpreters, also known as Video Interpreters (VIs), to stay on the call for a minimum of 10 minutes, with the exception of Speech to Speech (STS) CAs, who must stay on the call for a minimum of 15 minutes. This is included in the CA training matrix under Appendix B, Module 4I, and the Video Relay Service Training Outline and Qualifications. CapTel CAs also stay on all calls for a minimum of 10 minutes.

- *§64.604 (a)(1)(vi) TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.*

When a Sprint relay user requests a CA of the opposite gender of the CA who initially receives the call, the relay user is switched to an appropriate CA as soon as one becomes available. If a change of CA is necessary during the call, every attempt will be made to accommodate the previous gender request. When a Sprint VRS and Sprint IP or IP Wireless user requests a

specific gender, every attempt will be made to honor the request. If a change of Video Interpreter is necessary during the call, every attempt will be made to accommodate the previous gender request.

- *CapTel* CAs are waived from this requirement. See Appendix K, FCC *CapTel* Mandatory Minimum Standards & Compliance Matrix.

- *§64.604(a)(1)(vii) TRS shall transmit conversations between TTY and voice callers in real time.*
- Sprint CAs transmit and relay all conversations between the caller and the called parties in real time.
- *CapTel* is a transparent service. CAs transmit audio and captioned text conversations from the voice caller to the *CapTel* user in real time. Since the *CapTel* user utilizes their own voice to transmit, no transmission occurs from the CA to the voice caller.

A.2 Confidentiality and Conversation Context

§64.604 (2)(i) Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls.

Confidentiality Policies and Procedures

Sprint Relay believes that measures to ensure confidentiality are crucial to the success of TRS, Sprint IP/IP Wireless and VRS operations and has implemented procedural and environmental measures to safeguard customer and call information.

In accordance with the FCC regulations, all information provided for the call set-up, including customer database records remain confidential and cannot be used for any other purpose. Once the inbound party disconnects, CAs and Video Interpreters lose the ability to view or access any information pertaining to that call. No written or taped information regarding the call is kept once the call is released from the Relay position. Billing information is transferred to billing files after the call has been terminated and is no longer available except for billing purposes.

The only exception to this policy relates to STS calls. Sprint STS Relay Agents may retain information from one inbound call for use in a subsequent outbound call, with the caller's permission. Such information will only be retained for the duration of the inbound call.

Sprint Relay's confidentiality expectations are strictly enforced and employees are expected to comply with this policy during and after their period of employment. Sprint strictly enforces confidentiality policies in the Center, which include the following:

- Prospective CAs and VIs undergo a thorough background investigation and screening.
- During initial training, CAs and VIs are presented with examples of potential breaches of confidentiality.
- Stress can be a factor in maintaining confidentiality. CAs and VIs receive training on healthy detachment.
- Breach of confidentiality will result in disciplinary action up to and including termination of employment.
- CAs perform their work in cubicles that are bordered by high sound-absorption acoustic tiles and wear special noise reducing headsets.
- All Sprint Relay Centers have security key access.
- Visitors are not allowed in Relay work areas.
- Supervisors are present in the work area to observe behavior.
- All Relay Center personnel are required to sign and abide by the Sprint Relay Center's Agreement Regarding Confidential Customer Information.
- All employees attend annual confidentiality meetings wherein the confidentiality agreement is reviewed and re-signed.

Sprint Relay Center's Agreement Regarding Confidential Customer Information requires CAs and VIs to:

- Keep all call information confidential.
- Not edit or omit any content from the conversation.
- Not add or interject anything into the content or spirit of the conversation.
- Assure maximum user control.
- Continuously improve their skills.

- Please refer to Appendix C for the TRS Pledge of Confidentiality. This document is similar to what is used for Sprint VRS interpreters and IP/IP Wireless CAs.

CapTel Captioners must comply with the same rules that TRS follows regarding confidentiality. The *CapTel* confidentiality form is similar to TRS. Below is an explanation of confidentiality as it pertains to *Captel* Captioners. A copy of the *CapTel* confidentiality form signed by *CapTel* CAs can be found under Appendix C.

Information obtained during a *CapTel* call should not be shared with any person except a member of the *CapTel* 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.

Only information critical to resolving the situation will be disclosed. This may include consumer name, name of business/agency, gender of caller, type of call (voice in, *CapTel* in), day of week, time of day, city, state, or any other details that could in some way identify a consumer.

A Captionist may have 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.

The success of *CapTel* depends on quality and complete confidentiality. Since consumers will be less likely to use the service if they feel their personal and professional calls are not kept in the strictest confidence, all Captionists understand and abide by the confidentiality policy. Any Captionist who breaks this policy will be disciplined, up to and including termination.

STS Limited Exception of Retention of Information

- At the request of a caller, Sprint Speech-to-Speech (STS) CAs will retain information from a call in order to facilitate the completion of consecutive calls. No information is kept after the inbound call is released from the CA position.

- *§64.604 (2)(ii) CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. Appropriate measures must be taken by relay providers to ensure that confidentiality of VRS users is maintained.*

Verbatim Relay and the Translation of ASL

- Sprint Relay CAs type to the TTY user or verbalize to the non-TTY user exactly what is said, verbatim, when the call is first answered, and at all times during the conversation, unless either relay user specifically requests summarization or ASL interpretation.

- At the request of the relay user, Sprint Relay CAs will translate written ASL into conversational English. All Sprint Relay CAs are able to translate the typed languages of relay users whose primary language may be ASL or whose written English language skills are limited to conversational grammatically correct English. Training is provided on various levels of English/ASL during the initial training, as well as throughout a CAs' employment. In order to finish training successfully, the CA must demonstrate competent skills to translate the calls as requested.

- Sprint VRS interpreters, Sprint IP/IP Wireless CAs and *CapTel* CAs are prohibited from intentionally altering a relayed conversation and will relay all conversation verbatim.

- STS Facilitation of Communication

- Sprint Relay STS CAs receive training on how to facilitate STS communication without interfering with the independence of the user. STS CAs are evaluated monthly on their ability to facilitate the call without altering content of the conversation or compromising the user's control. Sprint Relay users have full control of all of their relay calls.

A.3 Types of Calls

§64.604 (3) (i) Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.

Sprint Relay Services

- Sprint Relay provides 24 hour, 7 day-a-week Telecommunication Relay Service (TRS) for standard (voice), Text Telephone (TTY), wireless, or personal computers (PC) users to place local, intrastate, interstate, and international calls. Sprint Relay also processes calls to directory assistance and to toll free numbers. There are no restrictions on the duration or number of calls placed by any relay user. All relay users accessing Sprint Relay retain full control of the length and number of calls placed anytime through relay. Sprint IP/IP Wireless CAs and VRS interpreters are also prohibited from refusing single or sequential calls or limiting the length of calls using relay services.

- *CapTel* CAs are currently waived for outbound calls because the *CapTel* CA is not involved in the call set up and cannot refuse the call. *CapTel* users dial sequential calls directly, therefore, it is not possible for a *CapTel* CA to refuse sequential calls or limit length of calls.

- *CapTel* CAs are not waived by the FCC for inbound calls to a *CapTel* user made through a TRS facility. However, if a call is made directly to the captioned telephone access number no set up is involved and the *CapTel* CA cannot refuse to call. Please see Appendix K for more information on these waivers.

- *§64.604 (3)(ii) Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call. (iii) Relay service providers are permitted to decline to complete a call because credit authorization is denied. (iv)Relay services shall be capable of handling pay-per-call calls.*

- Sprint Relay works in conjunction with the Local Exchange Enhanced Services to provide additional functionality for users of TRS. Sprint processes collect and person-to-person calls and calls charged to a third-party as well as calls billed to prepaid and non-proprietary calling cards offered by the local or any other interexchange carrier. Sprint Relay will also process calls to or from restricted lines e.g. hotel rooms and pay telephones.

- When a TRS or *CapTel* call is placed through Sprint Relay, the user will be billed in the same manner that a non-relay user would be billed. The relay user will only be billed for conversation time, (which does not include call setup time, time in between calls, and wrap-up

time) on toll calls. Billing will occur within 60 days of the call date. Sprint gives users the option of billing their calls to a non-proprietary LEC (local) or IXC (long distance) calling cards. Sprint will process calling cards offered by the user's carrier of choice if the carrier is a participant of Sprint's Carrier of Choice (COC) program and as long as Feature Group D is at the Carrier's access tandem. Sprint works with the LECs and IXCs to compile and make available to all TTY or *CapTel* users a list of acceptable calling cards. The user's carrier of choice is responsible for providing call types and available billing options, and will also handle the rating and invoicing of toll calls placed through the relay. Sprint was the first provider to process pay-per-calls, beginning with the state of Texas in 1996.

- Sprint VRS, Sprint IP and IP Wireless are waived from these requirements. Please refer to the Sprint VRS and IP Report to the FCC, Appendix L.

- *§64.604 (3)(v) TRS providers are required to provide the following types of TRS calls: (1) Text-to-voice and voice-to-text; (2) VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; (3) HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO.*

- Sprint Relay provides access to all available relay call types. A complete list of all call types proved by Sprint may be found in Appendix I Sprint Standard Features Matrix. Most call types are waived by the FCC for IP and VRS users. Please refer to the Sprint VRS and IP Report to the FCC, Appendix L.

- Except where waived by the FCC, *Captel* users are able to access all types of TRS calls. The requirement to provide 711 dialing is waived for outbound calls made from a *CapTel* phone. STS and HCO calls are also waived.

§64.604(3)(vi) TRS providers are required to provide the following features: (1) Call release functionality; (2) speed dialing functionality; and (3) three-way calling functionality.

Call Release Functionality

- TTY to TTY Call Release Functionality allows the CA to connect two TTY users and then drop off the line, leaving the two TTY customers connected. This is especially useful for customers needing to use a pre-paid calling card, reach another TTY user through a switchboard or operator, or when needing to speak with a voice user first. With 2-Line *CapTel* service, a *CapTel* user can release or receive captions at any time during a call.

Frequently Dialed Numbers

- Frequently Dialed Numbers, sometimes referred to as Speed Dial Numbers, allow relay users to store up to 10 frequently called numbers in their customer preference database along with a name for each entry. When initiating a call the user can then provide the name to Sprint Relay CAs, instead of the entire 10-digit number. The *CapTel* Consumer Premises Equipment (CPE, or *CapTel* phone) is equipped with the ability to program in 3 speed dial numbers, and a recently dialed number.

Three-Way Calling

- Customers who have purchased three-way calling from their LEC can use the feature when placing a call through Relay. This feature allows a customer to add a third party to a TRS call. For example, a TTY caller places a call to the Relay and then bridges another TTY person on his or her line. The original TTY caller then requests to place a call to a voice user. The CA will make the connection and Relay the call between the voice party and both TTY users. This process would also apply if there were two voice customers and one TTY user on the line.

- Sprint *CapTel* users are also able to participate in a three way call. Although the person using the captioned phone is unable to establish the three-way call, the called party will be able to do so by utilizing the telephone switch hook (or "flash") button on his or her CPE. Thus, Sprint *CapTel* meets the requirement for three-way calling for users of One-Line *CapTel.* For Two-Line *CapTel*, either party can initiate a three- way call should the user purchased this as a LEC option. Sprint *CapTel* users are also able to participate in a conference bridge to speak to three or more individuals.

§64.604(3)(vii) Voice mail and interactive menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.

When a Sprint Relay caller reaches an answering machine, voice mail or interactive menu, the CA informs the relay caller by hitting a macro which reads (ANS MACH) or (RECORDING) to keep the caller informed of the call progress. The CA then, if necessary, presses a hot key to record the voice announcement and relay the message back to the caller. The CA utilizes Sprint's recording technology to obtain all information necessary on the first attempt. The CA relays all of the recorded information to the customer and deletes the recorded message. This technology greatly reduces the CA work time, as the CA does not need to make multiple outdials. In addition, Sprint relay callers are only charged for the first call. Subsequent redials to leave a message or enter information into an interactive menu are not charged to the customers. Sprint has developed a procedure using our Ultra WATS lines to ensure that with additional out-dials the customer does not incur toll charges.

CapTel users are able to hear and interact directly with the recorded message and makes the selections as requested by the interactive menu. The *CapTel* user is alerted to the presence of a recording by hearing the recording and seeing the captions of the recording as the message is played.

CapTel users can replay messages as required until the message is both heard and read as captions. The user can stay on the line as long as desired until the message is heard in its entirety or replayed. This is requested by the user directly. The *CapTel* user interacts with the recorded message system directly. This is treated as one call.

- Callers to Sprint relay services access 900 services by dialing a free 900 number to access relay. Use of a toll-free 900 number inbound to the relay center provides functionally equivalent access to the telecommunications network while preventing unauthorized end users from circumnavigating the LEC restrictions. This process ensures that the LEC will only complete those calls into the relay service that do not have a 900 number block added to their phone lines. The 900 service provider and the 900 number carrier(s) will rate and bill the user as if the call was dialed directly from the originating user's telephone.

- The Relay North Dakota current 900 number is 900-230-5151

§64.604 (a) (3)(viii) TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.

Sprint Relay TRS, Sprint IP/IP Wireless and VRS VIs provide both answering machine and voice mail retrieval. Please refer to Appendix I, Standard Call Features Matrix.

Answering Machine

- Sprint Relay CAs will inform relay users when reaching an answering machine, voice mail or interactive menu. The CA will hit a "hot key" which reads (ANS MACH) or (RECORDING) to keep the caller informed of the call progress.

- When reaching a recorded message, the CA utilizes Sprint's recording technology to obtain all information necessary on the first attempt. The CA can then play back the recording at a pace that allows them to relay the entire message to the caller, after which the recorded message is deleted. This technology greatly reduces the CA's work time and accordingly, time billed to the State.

- The CA will type the entire outgoing message verbatim including the option for the Relay User to leave a message, if applicable.

- The CA will leave the relay user's message in the appropriate mode of communication. Sprint has the capability to leave messages in both voice, text and touch tones (pagers).

- Once the CA has left the message on the answering machine or voice mail, the CA will send a pre-programmed response to the relay caller stating:

(UR MSG LEFT) CA XXXXM/F GA

- Subsequent redials to leave a message or enter information into an interactive menu are not charged to the customers. Sprint has developed a procedure using our Ultra WATS lines to ensure that with additional outdials, the customer does not incur toll charges. Customers will only be charged for the first call. CapTel CAs are also equipped with the ability to retrieve messages stored on a local answering machine.

- Voicemail Retrieval

- Sprint has the capability to retrieve messages from answering machines by placing an outbound call to a remote location or the same location. When a user requests to retrieve messages at the same location, the CA will instruct the user when to take the handset off the hook and when to begin playing back the messages. The CA will retrieve all messages and relay verbatim. The recorded message will be automatically deleted by the system once the relay call is completed. The *CapTel* user both hears and interacts directly with the recorded message and makes the selections as requested by the interactive menu. The *CapTel* user is alerted to the presence of a recording by hearing the recording and seeing the captions of the recording as the message is played.

- *CapTel* users can replay messages as required until the message is both heard and read as captions. The user can stay on the line as long as desired until the message is heard in its entirety or replayed. This is requested by the user directly. The *CapTel* user interacts with the recorded message system directly. This is treated as one call.

A.4 Handling of Emergency Calls

§64.604(a)(4) Handling of emergency calls. Providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

- Sprint meets the requirements of emergency calls by immediately routing 911 calls to an appropriate Public Service Answering Point (PSAP) that the caller would have reached by dialing 911 directly, or a PSAP that is capable of dispatching emergency services in an expeditious manner. With one CA keystroke, Sprint's intelligent CA application utilizes the NPA/NXX information of the inbound caller to immediately cross-reference this information to a national database containing the ten-digit emergency number for every PSAP. Within seconds, this number is entered in the dial window and the call is then immediately initiated.

- Sprint Relay considers an emergency call to be one in which the user of the Relay Service indicates they need the police, fire department, paramedics or ambulance. Sprint utilizes a standard E911 database that serves all of the United States and has uniform procedures, as noted below, which are followed at every Sprint Relay Center.

  - The CA, when told by a TTY/ASCII user (non-voice) that an emergency exists, will hit a hot key.
  - The CA terminal will post a query containing the caller's ANI to the E911 database.
  - The E911 database currently responds with the telephone number of an appropriate PSAP; automatically dials the PSAP number and passes the caller's ANI to the E911 Service Center.
  - The CA will remain on the line and will verbally pass the caller's ANI to the E911 Service Center Operator.

- Relay users will be encouraged to dial 911 as their primary means of contacting Emergency Services. However, if a Relay user makes an emergency call through Relay, the Sprint CA will make every effort to correctly route the call to an appropriate PSAP based on the network and user-provided information. As required by the FCC, CAs will remain on the line and give the Emergency Service Provider the caller's telephone number, even if the caller is no longer on the line.

- It is Sprint's opinion that in some emergencies, valuable time could be lost if the TTY call were to be transferred to the PSAP, and the results could be life threatening. Therefore, Sprint will allow direct TTY-to-TTY communication in the following scenarios, if allowed by the FCC:

  - At the request of the caller,
  - At the request of the PSAP Operator or PSAP Supervisor,
  - The CA will remain connected and will silently monitor the call, if:
  - The PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (i.e. if the caller is using a communication modality other than TTY, [i.e., VCO, HCO, STS, ASCII, VRS, or Internet Relay]), or
  - The CA is having technical trouble transferring the call to the PSAP (i.e., the caller is disconnected from the PSAP; the PSAP cannot establish a TTY connection, etc.).

- The CA will assist, as necessary, to maintain communications between the PSAP and the caller. Otherwise, the Sprint CA will remain on the line to provide assistance as necessary to facilitate communication for all emergency calls and will not disconnect until the call has been completed.

- 911 services are currently waived for IP and VRS providers. Sprint strongly encourages Internet Relay users to dial 911 directly to receive prompt emergency services via TTY or phone.

- Sprint IP via website permits manual 911 processing. If user tell operator to dial 911, operator will request supervisor assistance. User will need to provide the address and city where he/she is calling from. Supervisor will call Directory Assistance (on separate phone call) to obtain 10-digit emergency PSAP number. Then the supervisor will pass it to CA to make outbound call to 911 dispatcher (PSAP). It can take few minutes or so to get the information. Users are encouraged to enter a 10-digit emergency number on the website for more efficient call processing.

- More information about Sprint's procedure for handling E911 calls, including *CapTel* calls, may be found in Appendix D.

Telecommunications Service Priority Program

- Sprint announced on October 31, 2005, that it had completed all milestones in enrolling its Telecommunications Relay Service (TRS) in the FCC's Telecommunications Service Priority (TSP) program. On May 11, 2005, Sprint began implementing TSP throughout its network. On October 31, Sprint successfully activated all 14 call centers under the TSP program. Sprint's participation in the TSP Program strengthens their already robust reliability.

- In 1988, the TSP program was established to prioritize the restoration of telephone service to critical facilities and agencies at times when telecommunications companies are typically overburdened with service requests, such as after a natural disaster. In the event of a regional or national crisis, the program restores telephone services most critical to national and homeland security on a priority basis.

- The Sprint TRS network is designed to reroute traffic to other Sprint Relay centers across the country to provide uninterrupted service. However, if a national or regional emergency causes service to be disrupted and the relay call center is unable to receive or place calls, Sprint's participation in the TSP program means that Local Exchange Carriers (LECs) are required to restore service to the relay call center as rapidly as possible consistent with the priority status assigned to the relay call center. Unlike other TRS providers, when a disaster occurs, Sprint TRS has the ability to reroute calls immediately to unaffected relay call centers and continue processing calls with minimal customer impact.

- The Sprint relay call centers participating in TSP are:

  - Albuquerque Switch (Albuquerque, NM and Honolulu, HI)
  - Austin Switch (Austin, TX and Lubbock, TX)
  - Dayton Switch (Dayton, OH and Cayce, SC)
  - Independence Switch (Independence, MO)
  - Jacksonville Switch (Jacksonville, FL)
  - Lemoore Switch (Lemoore, CA)
  - Sioux Falls Switch (Sioux Falls, SD and Moorhead, MN)
  - Syracuse Switch (Syracuse, NY and Holyoke, MA)
  - New Jersey Switch (Vineland, New Jersey)

- The TSP program ensures that the Sprint relay call centers are placed on a priority basis to re-establish telephone service for Relay North Dakota users. Sprint is proud to voluntarily comply with the FCC's TSP program. Please see Appendix N for a copy of the general press release regarding the TSP program.

A.5 STS Called Numbers

- *§64.604 (a)(5) STS called numbers. Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.*

- Sprint's Relay customer database is available to Speech-to-Speech (STS) users. The database can be used to store a list of names, frequently dialed telephone numbers, and customer notes. The database automatically appears on the CA's terminal screen each time a user dials into one of the Sprint relay numbers. The customer database helps to facilitate call set up and conversing preferences for the STS user. Customer profile information contained in the Sprint Customer Database will be transferred to any new provider at the end of the contract term. Currently, STS is waived from Internet Relay, Video Relay and *CapTel* services.

Technical Standards

B.1 ASCII and Baudot

- *§64.604 (b) Technical standards—(1) ASCII and Baudot. TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.*

- Each Sprint CA position is capable of receiving and transmitting in voice, Baudot including TurboCode™ and E-TurboCode™ as well as ASCII codes. Upon a call being received at the CA position, TTY signals are automatically identified as either Baudot or ASCII; if ASCII, the baud rate is detected. Intelligent modems allow the CA to handle either voice or data lines from the same CA work station.

- This automatic identification of call types for incoming calls provides a quick and efficient technique for varied customer input and reduces the average CA work time to a minimum.

- ASCII rates up to and including 19,200 bps are supported by the Sprint platform. The domestic TTY baud rate of 45.5 and the international rate of 50 baud are also supported.

- Sprint IP currently provides services via ASCII connection. Currently, ASCII and Baudot requirements are waived for *CapTel* services. For more information about *CapTel* waivers, see Appendix K.

-

B.2 Speed of Answer

- *§64.604 (2) Speed of answer. (i) TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.*

- Sprint Relay has developed the capability to effectively manage a human resource pool that provides unsurpassed quality. Sprint has gained valuable experience in sizing its TRS Operations to accommodate contract requirements. Historical call detail is gathered by 15-minute periods throughout the years of providing TRS service. This historical information is combined with state-specific information to establish anticipated call patterns that accurately predict the personnel needs necessary to efficiently process the relay calls.

- Sprint meets the requirement of answering 85% of all calls within 10 seconds on a daily basis by a live CA. (Abandoned calls are included in this 85/10 Service Level calculation.) Sprint will ensure that no more than 30 seconds elapses between the receipt of the dialing information and the dialing of the requested number.

- Sprint samples the average answer time a minimum of every 30 minutes for each 24-hour period. Sprint's Traffic Management Control Center (TMCC) and our Enhanced Services Operations Control Center (ESOCC) are staffed with professionals who understand call

processes, call volumes, distribution patterns, contract requirements and call routing, thus ensuring exemplary service.

- The Sprint Centers that serve North Dakota are provided with sufficient facilities to provide a Grade of Service (GOS) of P.01 or better for calls entering the North Dakota call center switch equipment. Inbound calls that may be blocked within the Public Switched Telephone Network (PSTN) will receive a voice recording stating that all circuits are busy and to try the call again within a few minutes.

- Performance of inbound traffic on each toll-free number where it enters the Sprint network is measured continuously and reported both daily and monthly. These measurements, which include traffic volume and blockage data, are compiled into a monthly report available to the state. In addition, the dedicated trunk facilities that route the call from the terminating network switch to the ACD (Automatic Call Distributor) at the serving relay center are monitored daily for compliance with blockage limitations. The data is monitored for both short and long-term trends to ensure the most cost-effective use of resources.

- Sprint also meets requirements for Sprint IP/IP Wireless, VRS and *CapTel* calls. Sprint *CapTel* ensures that 85% of all calls are answered within 10 seconds and that caller's calls are immediately placed. Sprint does not put calls in a queue or on hold. Abandoned calls are included in the speed-of–answer calculation. Sprint *CapTel* system is designed to a P.01 standard or greater measured on a daily basis.

- *§64.604 (b) (2) ((ii) TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten seconds begins at the time the call is delivered to the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.*

- Sprint has met the requirement of answering 85% of all calls within 10 seconds on a daily basis by a live CA. (Abandoned calls are included in this 85/10 Service Level calculation.) Sprint samples the average answer time a minimum of every 30 minutes for each 24-hour period. Sprint currently samples every 15 minutes.

- Sprint Relay is committed to providing relay users with functionally equivalent telecommunication services as that enjoyed by standard telephone users. To this end, Sprint will continue to answer 85% of all relay calls within 10 seconds. There will be no more the 30 seconds of elapsed time between receipt of dialing information and the dialing of the requested number.

- Sprint begins measuring speed-of-answer at the time the call hits the Relay switch. Calls are answered by a live CA and are not to be placed in a queue or on hold after reaching the Relay switch.

- Sprint's Service Level calculation for TRS

- Sprint's Service Level calculation for all TRS calls, excluding *CapTel*, is described below:
- Number of calls handled < 10 seconds / (total calls handled + total calls abandoned)
- The SVL is the number of calls handled in 10 seconds or less divided by the total number of calls offered.
- (Number of calls offered = total number of calls handled + total number of calls abandoned),
- (SVL = Number of calls handled in < 10 / Number of calls offered).
- Sprint's Service Level Calculation for CapTel
- For *CapTel* users, the number of calls that arrive at the *CapTel* call center will be the number of Calls Offered.
- The number of calls that are answered by a CA is the number of Calls Answered.
- The time for each call between the time the call arrives at the *CapTel* call center and the time answered by a CA until it is abandoned is the Speed of Answer.
- Any time spent in the Voice-in telephone menu is time controlled by the user to enter in the phone number of the CapTel user they are calling. This time is subtracted out from the Speed of Answer time.
- The total number of calls with the Speed of Answer as 10 seconds or less is the number of Qualifying Calls.
- Qualifying Calls divided by Calls Offered = Service Level (x percent of calls answered within 10 seconds).
- Sprint's Weighted Service Level for TRS
- Sprint uses a 'weighting' process to combine the results of several Call Centers into a single result:
- The 'weighted' service level (SVL) is a calculation that multiplies the number of 'State' calls handled in each center by the center's daily SVL (the outcome is a factor called 'SVL points'). The resultant 'SVL points' for each center that handled that 'State' traffic is then summed. The sum of the 'SVL points' is then divided by the total number of 'State' calls to get a daily 'weighted' SVL.
- Sprint will answer 85% of all calls within 10 seconds on a daily basis and will not place a caller in queue or on hold. The ten seconds begins at the time the call is delivered to the Sprint Relay Center and Sprint will ensure that adequate network facilities are available to avoid the possibility of a busy response due to loop trunk congestion.
- Sprint's Weighted Service Level for CapTel

- While *CapTel* operates two *CapTel* call centers, all calls are directed through one Automatic Call Distributor switch. All calls are answered in the order received and is measured, unweighted, by this switch.

- *§64.604 (b) (ii) (A) The call is considered delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility.*

- Sprint considers the call delivered when the Relay Center's equipment accepts the call from the LEC, and the public switched network actually delivers the call to the TRS Center.

- Sprint furnishes the necessary telecommunications equipment facilities, and system software for the complete TRS operation. Sprint is a certified Interexchange Carrier (IXC) in all 50 states. Sprint's transmission circuits meet, and in most cases, exceed the ANSI T1.506-1990 Network Performance – Transmission Specifications for Switched Exchange Access Network standards.

- *§64.604 (b) (ii) (B) Abandoned calls shall be included in the speed-of-answer calculation.*

- Please see (b)(2)(ii) above.

- *§64.604 (b) (ii) (C) A TRS provider's compliance with this rule shall be measured on a daily basis.*

- Please see (2) (b)(ii) above.

- *§64.604 (b) (ii) (D) The system shall be designed to a P.01 standard.*

- Sufficient transmission facilities have been provided to service all traffic levels, including busy hour peaks. Sprint utilizes trunks that are sized to provide a busy hour Grade of Service (GOS) of P.01 or a minimum of 99 out of 100 calls will have unrestricted and immediate access to the call center facilities during the busiest time of day.

- Inbound calls that may be blocked within the Public Switched Telephone Network (PSTN) will receive a voice recording stating that all circuits are busy and to try the call again within a few minutes.

- In addition, the dedicated trunk facilities that route the call from the terminating network switch to the ACD (Automatic Call Distributor) at the serving relay center are monitored daily for compliance with blockage limitations.

Sprint ensures no greater than 1% blockage on a daily basis. Sprint offers state Relay customers the advantages of a superior digital fiber network unsurpassed in the industry. Through use of leading switch technology and SONET network survivability techniques, Sprint's network ensures a very low level of call interruption or blockage.
The Sprint network switch architecture is non-hierarchical, that is, all switches are directly interconnected. Sprint switches are processor-controlled using advanced digital technology and are virtually non-blocking. A call across the Sprint network passes over Inter Machine Trunks (IMT) which are engineered at P.01 Grade of Service (GOS) at the busy hour to allow for maximum network call completion. The P.01 GOS requirements ensure that at least 99% of calls to the Relay Center will reach a CA. The Local Exchange Carrier (LEC) network typically utilizes a P.01 grade of service also, and similar blockage rates should apply on their facilities.

- *§64.604 (b) (ii) (E) A LEC shall provide the call attempt rates and the rates of calls blocked between the LEC and the TRS facility to relay administrators and TRS providers upon request.*

- Performance of inbound traffic on each toll-free number where it enters the Sprint network or relay center facility is measured continuously and reported both daily and monthly. These measurements, which include traffic volume and blockage data, are compiled into a monthly report available to the state.

- *§64.604 (b) (iii) Speed of answer requirements for VRS providers are phased-in as follows: by January 1, 2006, VRS providers must answer 80% of all calls within 180 seconds, measured on a monthly basis; by July 1, 2006, VRS providers must answer 80% of all calls within 150 seconds, measured on a monthly basis; and by January 1, 2007, VRS providers must answer 80% of all calls within 120 seconds, measured on a monthly basis. Abandoned calls shall be included in the VRS speed of answer calculation.*

- Sprint Relay complies with this requirement. Please refer to Sprint Relay's report to the FCC under Appendix L.

B.3 Equal Access to Interexchange Carriers

- *§64.604 (b) (3) Equal access to interexchange carriers. TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.*

- Sprint provides North Dakota callers with the ability to have their intrastate, interstate and international calls carried by any Interexchange carrier who has agreed to participate in the North Dakota Carrier of Choice (COC) program. When a caller indicates their COC preference, the CA will verify that the requested carrier is a COC participant, if they are, the call will be routed accordingly. Callers will be able to use any billing method made available by the requested carrier including collect, third party, prepaid and calling cards.

- The current participating members of Sprint Carrier of Choice program are:

  AT&T Communications

  Bell South Long Distance

  Bestline

  Birch Telecom

  Broadwing Communications

  Broadwing Telecommunications

  Cox Communications

Excel Telecommunications, Inc.

Global Crossings Telecommunications

MCIWorldCom

McLeod USA

Qwest Communications

SBC Communications Long Distance

Souris River Telecommunications

Sprint

Telecomm*USA (MCIWorldCom)

Touch America Services, Inc.

U.S. Link

VarTec dba Clear Choice Communications

VarTec Telecom, Inc.

Verizon Long Distance

Winstar

Working Assets

WorldCom

WorldXChange

- If a North Dakota caller does not indicate a COC preference to the CA either on-line or in their customer database (or if their preferred carrier is not a COC participant), the call will be carried over the Sprint network. As with calls carried by Sprint, most COC participants limit billing methods based on the type of line from which the call originates. When the requested carrier is not a COC participant, Sprint has established a procedure where the carrier will be notified, verbally and in writing, of its obligation to provide access to TRS users and encourage their participation.

- Please see Appendix E for a sample of the Carrier of Choice letter sent to carriers when a customer has a preferred interexchange carrier that does not participate in the Sprint COC program.

B.4 TRS Facilities

- *§64.604 (b)(4) TRS facilities. (i) TRS shall operate every day, 24 hours a day. Relay services that are not mandated by this Commission need not be provided every day, 24 hours a day, except VRS.*

- Sprint TRS and Sprint Relay Customer Service are both available 24 hours a day, every day of the year. Sprint utilizes both UPS and backup power generators to ensure that the relay centers have uninterrupted power even in the event of a power outage. UPS is used only long enough for the backup power generators to come on line – a matter of minutes. The backup power generators are supplied with sufficient fuel to maintain operations for at least 24 hours. The generators can stay in service for longer periods of time as long as fuel is available. Sprint IP/IP Wireless, VRS and *CapTel* Relay Services are also available 24 hours a day, seven days a week.

- *§64.604 (b)(4) (ii) TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.*

- Sprint Relay Network Support Plan

- Service Reliability

- Sprint's service is provided through an all-fiber sophisticated management control network that support backbone networks with digital switching architecture. These elements are combined to provide a highly reliable, proven, and redundant network. Survivability is a mandatory objective of the Sprint network design. The Sprint network minimizes the adverse effect of service interruptions due to equipment failures or cable cuts, network overload conditions, or regional catastrophes.

- A 100 percent fiber-optic network provides critical advantages over the other carriers. These advantages include:

- Quality

- Since voice and data are transmitted utilizing fiber optic technology, the problems of outdated analog and even modern microwave transmission simply do not apply. Noise, electrical interference, weather-impacting conditions, and fading are virtually eliminated.

- Economy

- The overall quality, architecture, and advanced technology of digital fiber optics make transmission so dependable that it costs us less to maintain, thereby passing the savings on to our customers.

- Expandability

- As demand for network capacity grows, the capacity of the existing single-mode fiber can grow. Due to the architecture and design of fiber optics, the capacity of the network can be upgraded to increase 2,000-fold.

- Survivability

- Network survivability is the ability of the network to cope with random disruptions of facilities and/or demand overloads. Sprint has established an objective to provide 100 percent capability to reroute backbone traffic during any single cable cut. This is a significant benefit to North Dakota, and a competitive differentiation of the Sprint network.

- Network switched services are provided via 49 Northern Telecom DMS-250/300 switches at 29 locations nationwide. Three DMS-300s located at New York, NY; Fort Worth, TX; and Stockton, CA, serve as international gateways. The remaining 46 switches provide switching functions for Sprint's domestic switched services.

- Interconnection of the 49 switches is provided in a non-hierarchical manner. This means that inter-machine trunk (IMT) groups connect each switch with all other switches within the network. Each of these IMT groups is split and routed through the Sprint fiber network over SONET route paths for protection and survivability. As an extra precaution to preclude any call blockage, Dynamically Controlled Routing (DCR) provides an additional layer of tandem routing options when a direct IMT is temporarily busy.

- Reliability is ensured through a corporate commitment to maintain or surpass our system objectives. Beginning with the network design, reliability and efficiency are built into the system. Sprint continues to improve the network's reliability through the addition of new technologies.

- The effectiveness of this highly reliable and survivable network is attributed to the redundant transmission and switching hardware configurations, SONET ring topology, and sophisticated network management and control Centers. These factors combine to assure outstanding network performance and reliability for North Dakota.

- Network Criteria

- System Capacity

- The Sprint network was built with the capacity to support every interLATA and intraLATA call available in the US. With the continuing development of network fiber transmission equipment to support higher speeds and larger bandwidth, the capacity of the Sprint network to support increasing customer requirements and technologies is assured well into the future.

- Service Restoration

- Sprint provides for the restoration of service in the event of equipment malfunctions, isolated network overloads, major network disruptions and national/civil emergency situations. In the event of service disruption due to Sprint's equipment, service typically is restored within four hours after notification. Sprint does everything possible to prevent a total outage at its switch

sites or at any of its' POPs through the use of advanced site designs. All processors, memory, and switch networks within our switches are fully redundant. All switch sites are protected by uninterruptible power supplies and halon systems planned in conjunction with local fire departments. Most of our new sites are earth sheltered to increase survivability. A multi-pronged program is used to minimize outages:

Do everything possible to minimize the impact of a "single point of failure." This includes:

- Diversification of all facilities' demands between switch sites. All switch sites are connected to the long haul network over at least two separate Sprint fiber routes; many have three paths.
- Deployment of multiple switches at large switching Centers. This prevents a single switch outage from disabling the site.
- Have systems in place allowing for the rapid redeployment of network resources in case of a catastrophic outage. Fiber cuts, which can affect thousands of calls at several locations, are sometimes unavoidable. Response to these outages is maximized through the following procedures:
- Utilization of established plans to respond effectively to these outages.
- The capability to rapidly deploy network transmission facilities when needed.
- Immediate execution of alternate routing in the digital switches and cross-connect systems to assist in the handling of temporary network disruptions and forced overloads.
- The entire spectrum of survivability needs, expectations, and requirements can be met by the proper engineering of customer and Sprint switches and facilities.

Fiber Backbone Loop Topology and Reconfiguration

- Fiber optic cable routes are designed to include redundant capacity to insure survivable fiber optic systems. Sprint's SONET network, using four-fiber bi-directional line switched ring capability, allows automatic switching to alternate paths to provide for traffic rerouting in the event of a route failure. The SONET fiber optic backbone topology is currently designed with more than 100 overlapping rings to ensure sufficient alternate paths for total network survivability.
- Please see Appendix F for Sprint's Route Outage Prevention Programs. Also, please refer to the Disaster Recovery Plan provided in Appendix G for a complete explanation of Sprint's back-up plan.

B.5 Technology

- *§64.604 (b)(5) Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. TRS facilities are permitted to use SS7 technology or any other type of similar technology to enhance the functional equivalency and quality of TRS. TRS facilities that utilize SS7 technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR 64.1600 et seq.*

Sprint is in full compliance with 47 CFR §64.1600 et seq. of the FCC's Rules for providing SS7 capability.

In order to achieve functional equivalence, Sprint will continue to provide Caller ID service through SS7 signaling where the 10-digit number of the calling party is passed through to the called-party for local and long-distance calls. Sprint receives calling party identifying information including blocking information, from all Relay users. Sprint's Caller ID SS7 solution includes receiving the privacy bit information from the inbound Relay caller as well as other SS7 call information elements such as:

- Calling Party Number
- Charge Number
- Originating Line Information
- Sprint passes through the calling party information (rather than 711 or the number of the Relay Center)

Sprint meets all minimum technological standards regarding Video Relay Service. Sprint VRS is available through www.sprintVRS.com and sprintrelay.tv (for Videophone users).

On 31 July 2006, Sprint launched MySprintVRS number. This MySprintVRS Number feature empowers Deaf and hard of hearing Video Relay Service (VRS) users with a simply means of receiving incoming calls With MySprintVRS Number, a hearing user simply dials one toll free number and quickly reaches an Interpreter who connects them to the Deaf or hard of hearing VRS user without supplying any additional information.

The value of a dedicated personal number is generally taken for granted. Without a dedicated personal number, things such as entering a contact number in a department email directory or printing one simple number on a business card are much more complicated. Today telephone numbers are also used as account identifiers or for ordering items. Sprint, unlike most other VRS providers, makes this possible.

➢ For VRS users who have not registered for MySprintVRS, hearing callers may dial a general access toll-free number and provide the VI with the VRS user's IP Address, or their Sprint VRS Mail extension number.

- On 28 October 2006, Sprint also introduced a revolutionary means of wirelessly accessing Sprint VRS mail. Sprint, as a telecommunications provider, is uniquely positioned to make retrieval of VRS mail from wireless devices possible from devices with Windows Media Player capability. *Sprint VRS Mail for wireless devices* is extremely popular and empowers VRS users to access and playback VRS message directly from their handset.

- In addition to providing SprintIP Relay Services, Sprint is also proud to offer the Deaf and Hard-of-Hearing community with cutting-edge technology using Sprint IP using AIM®. Sprint IP is capable of blending the easy-to-use capabilities of Sprint IP Relay with the power of wireless devices and equipment that run AIM®. In addition to the ability to place a relay call over the internet, the wireless user can access Sprint IP on a wireless device with AIM. This service allows users to access relay from the park, a restaurant, or even the airport – anywhere a wireless device can access the internet and AIM.

- Sprint also provides *CapTel* services, which is recognized as an enhanced VCO service.

- For more information on technology provided through Sprint Relay, please refer to Appendix M: Sprint Relay Fact Sheet.

B.6 Caller ID

- *§64.604 (b) (6) Caller ID. 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.*

- Sprint Relay offers a network-based Caller ID for all outbound calls which traverse over Sprint's integrated Services Digital Network (ISDN) and SS7 with FGD network. This feature supports Caller ID for all local and long distance calls. In all cases in which it is received, Sprint forwards the calling party's ANI (Automatic Number ID) to the terminating LEC for long-distance calls utilizing Sprint's Feature Group D trunks (FGD). As with standard telecommunications, the terminating LEC may or may not choose to use this ANI information as Caller ID information and pass this on to the terminating number. When passed through, the relay call recipient will be able to see the caller's phone number on their caller ID display (the caller ID option feature must first be purchased through their LEC). When not passed through, as with standard telecommunications, the call recipient will receive a message such as "OUT OF AREA" or "CALLER UNKNOWN."

Functional Standards

C.1 Consumer Complaint Logs

§64.604 (c)(1)(i) States and interstate providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint,

the date of resolution, and an explanation of the resolution. (ii) Beginning July 1, 2002, states and TRS providers shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the Commission by July 1 of each year. Summaries of logs submitted to the Commission on July 1, 2001 shall indicate the number of complaints received from the date of OMB approval through May 31, 2001.

- Sprint provides copies of each TRS Customer Contact form, which includes the date the complaint was filed, an explanation of the complaint, the date the complaint was resolved and explanation of the resolution and any other pertinent information to North Dakota. Further, Sprint maintains a log of each individual complaint and provides comprehensive reports on a monthly and annual basis to each of the Sprint States.

- By June 15th of each calendar year, Sprint submits a copy of 12-month complaint log report for the period of June 1- May 31 to the State relay administrators.

C.2 Contact Persons

§64.604 (c)(2) Contact persons. Beginning on June 30, 2000, State TRS Programs, interstate TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intrastate TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following: (i) The name and address of the office that receives complaints, grievances, inquiries, and suggestions; (ii) Voice and TTY telephone numbers, fax number, e-mail address, and web address; and (iii) The physical address to which correspondence should be sent.

- Roxy Ennen, Telecommunications Analyst of Information Technology Department of the State of North Dakota, is the current Administrator of the Relay North Dakota Program. Contact telephone number is 701-328-2300 or email address of rennen@nd.gov.

C.3 Public Access to Information

§64.604 (3) Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct, not later than October 1, 2001, ongoing education and outreach programs that publicize the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.

- The Information Technology Department (ITD) files financial information with the North Dakota Public Services Commission (PSC) who establishes the monthly access rate. This information is available through the PSC office or can be obtained by contacting ITD at 701.328.2300.

- Other access to information is provided through periodic bill inserts, information in telephone directories, newsletters, community outreach meetings, business workshops, public kiosk's, as well as information can be found at Relay North Dakota's Web Site: www.relaynorthdakota.com.

- See Appendix O-S for examples of Outreach Material that have been distributed to all Telephone Companies through out the State. As well as the Program Brochure and the Relay Rabbit booklets that have been distributed Statewide to area patrons, for free distribution.

C.4 Rates

§64.604 (4) Rates. TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination

- North Dakota users are charged no more for services than for those charges paid by standard "voice" telephone users. North Dakota users, who select Sprint as their interstate carrier, will be rated and invoiced by Sprint. The caller will only be billed for conversation time. Those users, who select a preferred interstate carrier via the North Dakota COC list, will be rated and invoiced by the selected interstate carrier.

- By FCC jurisdiction, Sprint has two separate Message Telephone Service rates – one for interstate and one for intrastate. The table below exhibits the discounted rates off Sprint's Message Telephone System (MTS) rates.

	Intrastate	Interstate
Day (7 AM – 6:59 PM)	35%	50%
Evening (7 PM – 10:59 PM)	25%	50%
Night/weekend (11 PM – 6:59 AM; all day Saturday & Sunday)	10%	50%

C.5 Jurisdictional Separation of Costs

§64.604 (5) Jurisdictional separation of costs—(i) General. Where appropriate, costs of providing TRS shall be separated in accordance with the jurisdictional separation procedures and standards set forth in the Commission's regulations adopted pursuant to section 410 of the Communications Act of 1934, as amended (ii) Cost recovery. Costs caused by interstate TRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism. Except as noted in this

paragraph, with respect to VRS, costs caused by intrastate TRS shall be recovered from the intrastate jurisdiction. In a state that has a certified program under §64.605, the state agency providing TRS shall, through the state's regulatory agency, permit a common carrier to recover costs incurred in providing TRS by a method consistent with the requirements of this section. Costs caused by the provision of interstate and intrastate VRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism.

- All North Dakota relay intrastate and interstate minutes are reported separately and distinctly to the state on the Sprint invoice. The interstate and international minutes are reimbursed by the TRS Interstate Fund. The local and intrastate minutes are reimbursed by the State. On individual customer invoices, Sprint deducts minutes that the National Exchange Carrier Association (NECA) would reimburse. These deductible minutes are associated with these call types: Interstate, International, Interstate Directory Assistance, Toll Free and 900. In accordance with FCC rules, States receive only a 51% deduction for Toll Free and 900 minutes since this is what NECA would reimburse. For NECA reimbursement, Sprint uses a cumulative report of eligible customers to calculate its monthly reimbursement request. An invoice and supporting documents are sent monthly to NECA for reimbursement.

- All North Dakota Relay intrastate and interstate minutes are reported separately and distinctly to the state on the Sprint invoice. The interstate and international minutes are reimbursed by the TRS Interstate Fund. The local and intrastate minutes are reimbursed by the State.

- State Legislation found in Appendix T.

C.6 Complaints

- *§64.604 (6) (i) Referral of complaint. If a complaint to the Commission alleges a violation of this subpart with respect to intrastate TRS within a state and certification of the program of such state under §64.605 is in effect, the Commission shall refer such complaint to such state expeditiously. (ii) Intrastate complaints shall be resolved by the state within 180 days after the complaint is first filed with a state entity, regardless of whether it is filed with the state relay administrator, a state PUC, the relay provider, or with any other state entity*.

- Sprint has a comprehensive Customer Complaint Tracking program. A supervisor or Operations Administrator is available 24 hours a day to accept complaints, document and forward documentation to the proper source for resolution. Supervisors provide immediate feedback to both the customer and the CA.

- Sprint will provide copies of each TRS Customer Contact form, including the date the complaint was filed, an explanation of the complaint, the date the complaint was resolved and explanation of the resolution and any other pertinent information to North Dakota. Further, Sprint maintains a log of each individual complaint and provides comprehensive reports on a monthly and annual basis to each of the Sprint States.

- The complaint resolution procedure outlines the steps to ensure complaints are resolved within 180 days of filing. If the complaint concerns a specific CA, an Operations Supervisor follows up and resolves the complaint. The role of the supervisor is to:

  - Accept all types of complaints, issues and comments.
  - Handle all service type complaints.
  - Resolve complaints with Communication Assistants.
  - Follow up with customers if requested by the customers.

- If the complaint concerns a specific technical issue, a trouble ticket is filed and the ticket number is documented on the customer contact form. The ticket will be investigated and resolved by an on-site technician. The state-assigned Relay Program Manager is responsible for tracking all technical complaints and following-up with customers on resolutions.

- If a miscellaneous complaint is filed with customer service, a copy is faxed to the appropriate Relay Program Manager for resolution and follow-up with the customer. North Dakota customers also have the option of calling our 24-hour Customer Service department (1-800-676-3777) or the North Dakota Relay Program Manager to file complaints or commendations.

- Sprint has the capability to transfer the caller on-line to the Customer Service department. A Customer Service representative will always answer the calls live. The assigned Relay Program Manager is responsible for tracking all commendations and complaints and sending copies of Customer Contacts to the State Relay Administrator by the invoice due date of the following month. To assist customers in identifying contact information for complaints, the toll-free Customer Service number and other contact information is included on all brochures and Outreach materials, including relay web sites.

- Sprint Relay submits all Interstate Relay (Sprint IP, IP Wireless) and Video Relay Service complaints directly to the FCC from June 1-May 31st of each year by the July 1st deadline.

- In the event that the Information Technology Department fails to take action within 180 days after a complaint is filed about its TRS Program, the Information Technology Department understands that the FCC shall exercise jurisdiction over the complaint. The Information Technology Department also understands that the failure to meet the deadlines for resolving a complaint may adversely affect the continued certification of our TRS Program (See 47 C.F.R. 64.605).

- North Dakota's 2002 and 2007 Annual Consumer Complaint Log Record found in Appendix U.

C.7 Treatment of TRS Customer Info

(7) Treatment of TRS customer information. Beginning on July 21, 2000, all future contracts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user

with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.

- The Sprint Customer Preference Database includes such items such as types of call, billing information, speed dialing, slow typing, carrier of choice, as well as emergency numbers, blocked outbound numbers, language type (English, Spanish, ASL) and call notes are included in the customer profile. At the end of the ensuing contract(s) Sprint will transfer all North Dakota database records to the next incoming relay provider, at least 60 days prior to the last day of service, in a usable format.

§64.605 State Certification

(a) (1) Certified state program. Any state, through its office of the governor or other delegated executive office empowered to provide TRS, desiring to establish a state program under this section shall submit, not later than October 1, 1992, documentation to the Commission addressed to the Federal Communications Commission, Chief, Consumer & Governmental Affairs Bureau, TRS Certification Program, Washington, DC 20554, and captioned "TRS State Certification Application." All documentation shall be submitted in narrative form, shall clearly describe the state program for implementing intrastate TRS, and the procedures and remedies for enforcing any requirements imposed by the state program. The Commission shall give public notice of states filing for certification including notification in the Federal Register.

The ND state telephone relay service program is designed to provide telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Relay ND is available 24 hours a day, 365 days a year, with no restrictions on the number of calls placed or on the length of the call. We monitor the federal requirements and implement all mandated functions plus many supplemental features.

The Information Technology Department certifies that it has and will continue to comply with the ADA's standard relay guidelines and will oversee its current TRS provider, Sprint, to ensure that all requirements are met.

Information Technology Department (ITD) implemented the State's TRS program, which provides specialized telecommunications services and equipment to the communications impaired in July of 1993. The program was established by contracting with Sprint to be the relay provider. ITD develops rules, policies, and procedures to govern the administration of the program. ITD imposes a surcharge to every telephone access line and radio communications line in the state. The telephone access and radio communications line providers collect the fee monthly from their users and submits the amount, less 5% for administrative expenses, to ITD each quarter. These moneys are used to pay Sprint Contract, Outreach Program and also to fund a specialized telecommunications equipment program. The Interagency Program for Assistive Technology (IPAT) with the Department of Human Services administers this program. They accept

applications from individuals who are communications impaired and determine their eligibility for receiving specialized equipment. ITD submits $125,000 each year to Department of Human Services (IPAT) to fund this program. ITD prepares a budget each year and submits it to the Public Service Commission, who in turn establishes the surcharge for the upcoming year. The fiscal year is July through June.

North Dakota does not provide Video Relay Services or Internet Relay Services for the State of North Dakota. Although there are references to Sprint Relay IP and Sprint Relay VRS services, North Dakota does not contract to provide these services, nor does North Dakota oversee theses services for the State of North Dakota.

64.605(f) Notification of substantive change. (1) States must notify the Commission of substantive changes in their TRS programs within 60 days of when they occur, and must certify that the state TRS program continues to meet federal minimum standards after implementing the substantive change.

Relay North Dakota had only one substantive change in the past five years. In 2006, CapTel became part of the standard contract for Relay North Dakota. Please see the notification to the FCC regarding the addition of CapTel services in Appendix X.

Appendix A: FCC TRS Public Notice, June 22, 2007

PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: http://www.fcc.gov
TTY: 1-888-835-5322

DA 07-2761
June 22, 2007

CONSUMER & GOVERNMENTAL AFFAIRS BUREAU REMINDS STATES THAT CURRENT TELECOMMUNICATION RELAY SERVICE (TRS) CERTIFICATION WILL EXPIRE ON JULY 26, 2008, AND PROVIDES A TIMELINE FOR SEEKING RECERTIFICATION

CG Docket No. 03-123

The current TRS certifications for all states and territories will expire on July 26, 2008**.** Under the TRS regulations, states can apply for "renewal" one year prior to expiration, *i.e.*, July 26, 2007. 47 C.F.R. § 64.605(c).

BACKGROUND

TRS enables persons with hearing and speech disabilities to access the telephone system to communicate with voice telephone users. Congress created the TRS program in Title IV of the Americans with Disabilities Act of 1990 (ADA), codified at Section 225 of the Communications Act of 1934. 47 U.S.C. § 225. Under the statute, TRS services are intended to be functionally equivalent to voice telephone service. The TRS regulations set forth mandatory minimum standards that TRS providers must follow in offering service, and are intended to ensure that TRS meets the functional equivalency mandate. *See* 47 C.F.R. §64.604 (set forth in the attached Appendix).

Because the states have primary responsibility for the oversight and compensation of intrastate TRS, the regulations also set forth the process by which state TRS programs may be certified. 47 C.F.R. § 64.605; *see also* 47 U.S.C. §§ 225(c) & (d)(3)(B). The state certification process is intended to ensure that TRS is provided in a uniform manner throughout the United States and territories. The relevant sections of § 64.605 are set forth in the Appendix.

APPLICATIONS FOR CERTIFICATION:

Applications for certification (or renewal of certification) may be filed with the Commission beginning July 26, 2007. All certified state TRS programs are required to provide traditional (TTY-based) TRS, interstate Spanish language traditional TRS, and Speech-to-Speech (STS) service. If a state program also offers Internet Protocol (IP) Relay, Video Relay Service (VRS), Captioned Telephone Service, or IP Captioned Telephone Service, the state must also demonstrate that it provides these services consistent with the rules.

Although there is no deadline for filing, renewal applications should be filed by October 1, 2007, to give the Commission time to review and rule on the applications prior to the expiration of the prior certification.

Applications for certification are reviewed to determine whether the state TRS program has sufficiently documented that it meets all of the applicable mandatory minimum standards set forth in Section 64.604. If the program exceeds the mandatory minimum standards, the state must certify that the program does not conflict with federal law.

PROCEDURES FOR FILING: All filings must reference CG Docket No. 03-123.

Electronic Filers: Filings may be filed electronically using the Internet by accessing the ECFS: http://www.fcc.gov/cgb/ecfs/. Follow the instructions provided on the website for submitting electronic filings.

- For ECFS filers, if multiple docket or rulemaking numbers appear in the caption of this proceeding, filers must transmit one electronic copy of the filing for each docket or rulemaking number referenced in the caption. In completing the transmittal screen, filers should include their full name, U.S. Postal Service mailing address, and the applicable docket or rulemaking number. Parties may also submit an electronic filing by Internet email. To get filing instructions, filers should send an email to ecfs@fcc.gov, and include the following words in the subject line or body of the message: get form <your email address>. A sample form and directions will be sent in response.

Paper Filers: Parties who choose to submit by paper must submit an original and four copies of each filing on or before October 1, 2007. To expedite the processing of complaint log summaries, states and interstate TRS providers are encouraged to submit an additional copy to Attn: Diane Mason, Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12th Street, SW, Room 3-A503, Washington, D.C. 20554 or by email at Diane.Mason@fcc.gov. Parties should also submit electronic disk copies of their certification filing on a standard 3.5 inch diskette or CD-Rom formatted in an IBM compatible format using Word 2003 or compatible software. The electronic media should be submitted in "read-only" mode and must be clearly labeled with the state's name, the filing date and captioned "TRS Certification Application."

Filings can be sent by hand or messenger delivery, by electronic media, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail (although we continue to experience delays in receiving U.S. Postal Service mail). The Commission's contractor will receive hand-delivered or messenger-delivered paper filings or electronic media for the Commission's Secretary at 236 Massachusetts Avenue, NE, Suite 110, Washington, D.C. 20002. The filing hours at this location are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. Commercial and electronic media sent by overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express Mail, and Priority Mail should be addressed to 445 12th Street, SW, Washington, D.C. 20554. All filings must be addressed to the Commission's Secretary, Marlene H. Dortch, Office of the Secretary, Federal Communications Commission, 445 12th Street, SW, Room TW-B204, Washington, D.C. 20554.

SUMMARY OF STATE TRS PROGRAM CERTIFICATION TIMELINE:

DATE	ITEM	FCC ACTION
October, 2007	Public Notices are issued indicating that applications have been received by the Commission and seeking comment	**Public Notices** are released seeking comment on the filing. Comments due within 30 days and then an additional 15 days for reply comments.
September 2007 – May 2008	Applications for TRS recertification are reviewed for compliance with 47 C.F.R. §§ 64.604 & 64.605.	**Deficiency letters** are sent to request additional information that demonstrates compliance with the mandatory minimum requirements.
May - July, 2008	Public Notices informing states that their applications for recertification have been reviewed and certification has been renewed.	**Public Notice**

ADDITIONAL INFORMATION

A copy of this *Public Notice* and related documents are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, SW., Suite CY-A257, Washington, D.C. 20554, (202) 418-0270. These documents also may be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc. (BCPI), Portals II, 445 12th Street, SW., Room CY-B402, Washington, D.C. 20554. Customers may contact BCPI at their web site: www.bcpiweb.com or by calling 1-800-378-3160. Filings also may be found by searching on the Commission's Electronic Comment Filing System (ECFS) at http://www.fcc.gov/cgb/ecfs (insert CG Docket No. 03-123 into the Proceeding block).

To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an e-mail to fcc504@fcc.gov or call the Consumer and Governmental Affairs Bureau at (202) 418-0530 (voice), (202) 418-0432 (TTY). This *Public Notice* also can be downloaded in Word or Portable Document Format (PDF) at: http://www.fcc.gov/cgb/dro.

For further information regarding this *Public Notice*, please contact Diane Mason, Consumer & Governmental Affairs Bureau, Disability Rights Office, at (202) 418-7126 (voice), (202) 418-7828 (TTY), or e-mail at **Diane.Mason@fcc.gov**.

APPENDIX

RELEVANT RULES:

§64.604 MANDATORY MINIMUM STANDARDS[1]

The standards in this section are applicable December 18, 2000, except as stated in paragraphs (c)(2) and (c)(7) of this section.

(a) *Operational standards*—(1) *Communications assistant (CA).* (i) TRS providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.

(ii) CAs must have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.

(iii) CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.

(iv) TRS providers are responsible for requiring that VRS CAs are qualified interpreters. A "qualified interpreter" is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

(v) CAs answering and placing a TTY-based TRS or VRS call must stay with the call for a minimum of ten minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen minutes.

(vi) TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.

(vii) TRS shall transmit conversations between TTY and voice callers in real time.

(2) *Confidentiality and conversation content.* (i) Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls.

(ii) CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. Appropriate measures must be taken by relay providers to ensure that confidentiality of VRS users is maintained.

(3) *Types of calls.* (i) Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.

[1] Note that some of these requirements have been waived for certain forms of TRS.

(ii) Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call.

(iii) Relay service providers are permitted to decline to complete a call because credit authorization is denied.

(iv) Relay services shall be capable of handling pay-per-call calls.

(v) TRS providers are required to provide the following types of TRS calls: (1) Text-to-voice and voice-to-text; (2) VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; (3) HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO.

(vi) TRS providers are required to provide the following features: (1) Call release functionality; (2) speed dialing functionality; and (3) three-way calling functionality.

(vii) Voice mail and interactive menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.

(viii) TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.

(4) *Handling of emergency calls.* Providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

(5) *STS called numbers.* Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

(b) *Technical standards*—(1) *ASCII and Baudot.* TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.

(2) *Speed of answer.* (i) TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

(ii) TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten seconds begins at the time the call is delivered to the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

(A) The call is considered delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility.

(B) Abandoned calls shall be included in the speed-of-answer calculation.

(C) A TRS provider's compliance with this rule shall be measured on a daily basis.

(D) The system shall be designed to a P.01 standard.

(E) A LEC shall provide the call attempt rates and the rates of calls blocked between the LEC and the TRS facility to relay administrators and TRS providers upon request.

(iii) Speed of answer requirements for VRS providers are phased-in as follows: by January 1, 2006, VRS providers must answer 80% of all calls within 180 seconds, measured on a monthly basis; by July 1, 2006, VRS providers must answer 80% of all calls within 150 seconds, measured on a monthly basis; and by January 1, 2007, VRS providers must answer 80% of all calls within 120 seconds, measured on a monthly basis. Abandoned calls shall be included in the VRS speed of answer calculation.

(3) *Equal access to interexchange carriers.* TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.

(4) *TRS facilities.* (i) TRS shall operate every day, 24 hours a day. Relay services that are not mandated by this Commission need not be provided every day, 24 hours a day, except VRS.

(ii) TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.

(5) *Technology.* No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. TRS facilities are permitted to use SS7 technology or any other type of similar technology to enhance the functional equivalency and quality of TRS. TRS facilities that utilize SS7 technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR 64.1600 *et seq.*

(6) *Caller ID.* 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.

(c) *Functional standards*—(1) *Consumer complaint logs.*(i) States and interstate providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.

(ii) Beginning July 1, 2002, states and TRS providers shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the Commission by July 1 of each year. Summaries of logs submitted to the Commission on July 1, 2001 shall indicate the number of complaints received from the date of OMB approval through May 31, 2001.

(2) *Contact persons.* Beginning on June 30, 2000, State TRS Programs, interstate TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intrastate TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following:

(i) The name and address of the office that receives complaints, grievances, inquiries, and suggestions;

(ii) Voice and TTY telephone numbers, fax number, e-mail address, and web address; and

(iii) The physical address to which correspondence should be sent.

(3) *Public access to information.* Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should

extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct, not later than October 1, 2001, ongoing education and outreach programs that publicize the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.

(4) *Rates.* TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

(5) *Jurisdictional separation of costs*—(i) *General.* Where appropriate, costs of providing TRS shall be separated in accordance with the jurisdictional separation procedures and standards set forth in the Commission's regulations adopted pursuant to section 410 of the Communications Act of 1934, as amended.

(ii) *Cost recovery.* Costs caused by interstate TRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism. Except as noted in this paragraph, with respect to VRS, costs caused by intrastate TRS shall be recovered from the intrastate jurisdiction. In a state that has a certified program under §64.605, the state agency providing TRS shall, through the state's regulatory agency, permit a common carrier to recover costs incurred in providing TRS by a method consistent with the requirements of this section. Costs caused by the provision of interstate and intrastate VRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism.

(iii) *Telecommunications Relay Services Fund.* Effective July 26, 1993, an Interstate Cost Recovery Plan, hereinafter referred to as the TRS Fund, shall be administered by an entity selected by the Commission (administrator). The initial administrator, for an interim period, will be the National Exchange Carrier Association, Inc.

(A) *Contributions.* Every carrier providing interstate telecommunications services shall contribute to the TRS Fund on the basis of interstate end-user telecommunications revenues as described herein. Contributions shall be made by all carriers who provide interstate services, including, but not limited to, cellular telephone and paging, mobile radio, operator services, personal communications service (PCS), access (including subscriber line charges), alternative access and special access, packet-switched, WATS, 800, 900, message telephone service (MTS), private line, telex, telegraph, video, satellite, intraLATA, international and resale services.

(B) *Contribution computations*. Contributors' contribution to the TRS fund shall be the product of their subject revenues for the prior calendar year and a contribution factor determined annually by the Commission. The contribution factor shall be based on the ratio between expected TRS Fund expenses to interstate end-user telecommunications revenues. In the event that contributions exceed TRS payments and administrative costs, the contribution factor for the following year will be adjusted by an appropriate amount, taking into consideration projected cost and usage changes. In the event that contributions are inadequate, the fund administrator may request authority from the Commission to borrow funds commercially, with such debt secured by future years' contributions. Each subject carrier must contribute at least $25 per year. Carriers whose annual contributions total less than $1,200 must pay the entire contribution at the beginning of the contribution period. Service providers whose contributions total $1,200 or more may divide their contributions into equal monthly payments. Carriers shall complete and submit, and contributions shall be based on, a “Telecommunications Reporting Worksheet” (as published by the Commission in the Federal Register). The worksheet shall be certified to by an officer of the contributor, and subject to verification by the Commission or the administrator at the discretion of the Commission. Contributors' statements in the worksheet shall be subject to the provisions of section 220 of the Communications Act of 1934, as amended. The fund administrator may bill contributors a separate assessment for reasonable administrative expenses and interest resulting from improper filing or overdue contributions. The Chief of the Consumer & Governmental Affairs Bureau may waive, reduce, modify or eliminate contributor reporting requirements that prove unnecessary and require additional reporting requirements that the Bureau deems necessary to the sound and efficient administration of the TRS Fund.

(C) *Data collection from TRS Providers.* TRS providers shall provide the administrator with true and adequate data necessary to determine TRS fund revenue requirements and payments. TRS providers shall provide the administrator with the following: total TRS minutes of use, total interstate TRS minutes of use, total TRS operating expenses and total TRS investment in general accordance with part 32 of the Communications Act, and other historical or projected information reasonably requested by the administrator for purposes of computing payments and revenue requirements. The administrator and the Commission shall have the authority to examine, verify and audit data received from TRS providers as necessary to assure the accuracy and integrity of fund payments.

(D) [Reserved]

(E) *Payments to TRS providers.* TRS Fund payments shall be distributed to TRS providers based on formulas approved or modified by the Commission. The administrator shall file schedules of payment formulas with the Commission. Such formulas shall be designed to compensate TRS providers for reasonable costs of providing interstate TRS, and shall be subject to Commission approval. Such formulas shall be based on total monthly interstate TRS minutes of use. TRS minutes of use for purposes of interstate cost recovery under the TRS Fund are defined as the minutes of use for completed interstate TRS calls placed through the TRS center beginning after call set-up and concluding after the last message call unit. In addition to the data required under paragraph (c)(5)(iii)(C) of this section, all TRS providers, including providers who are not interexchange carriers, local exchange carriers, or certified state relay providers, must submit reports of interstate TRS minutes of use to the administrator in order to receive payments. The administrator shall establish procedures to verify payment claims, and may suspend or delay payments to a TRS provider if the TRS provider fails to provide adequate verification of payment upon reasonable request, or if directed by the Commission to do so. The TRS Fund administrator shall make payments only to eligible TRS providers operating pursuant to the mandatory minimum standards as required in §64.604, and after disbursements to the administrator for reasonable expenses incurred by it in connection with TRS Fund administration. TRS providers receiving payments shall file a form prescribed by the administrator. The administrator shall fashion a form that is consistent with parts 32 and 36 procedures reasonably tailored to meet the needs of TRS providers. The Commission shall have authority to audit providers and have access to all data, including carrier specific data, collected by the fund administrator. The fund administrator shall have authority to audit TRS providers reporting data to the administrator. The formulas should appropriately compensate interstate providers for the provision of VRS, whether intrastate or interstate.

(F) TRS providers eligible for receiving payments from the TRS Fund are:

(*1*) TRS facilities operated under contract with and/or by certified state TRS programs pursuant to §64.605; or

(*2*) TRS facilities owned by or operated under contract with a common carrier providing interstate services operated pursuant to §64.604; or

(*3*) Interstate common carriers offering TRS pursuant to §64.604; or

(*4*) Video Relay Service (VRS) and Internet Protocol (IP) Relay providers certified by the Commission pursuant to §64.605.

(G) Any eligible TRS provider as defined in paragraph (c)(5)(iii)(F) of this section shall notify the administrator of its intent to participate in the TRS Fund thirty (30) days prior to submitting reports of TRS interstate minutes of use in order to receive payment settlements for interstate TRS, and failure to file may exclude the TRS provider from eligibility for the year.

(H) Administrator reporting, monitoring, and filing requirements. The administrator shall perform all filing and reporting functions required in paragraphs (c)(5)(iii)(A) through (c)(5)(iii)(J) of this section. TRS payment formulas and revenue requirements shall be filed with the Commission on May 1 of each year, to be effective the following July 1. The administrator shall report annually to the Commission an itemization of monthly administrative costs which shall consist of all expenses, receipts, and payments associated with

the administration of the TRS Fund. The administrator is required to keep the TRS Fund separate from all other funds administered by the administrator, shall file a cost allocation manual (CAM) and shall provide the Commission full access to all data collected pursuant to the administration of the TRS Fund. The administrator shall account for the financial transactions of the TRS Fund in accordance with generally accepted accounting principles for federal agencies and maintain the accounts of the TRS Fund in accordance with the United States Government Standard General Ledger. When the administrator, or any independent auditor hired by the administrator, conducts audits of providers of services under the TRS program or contributors to the TRS Fund, such audits shall be conducted in accordance with generally accepted government auditing standards. In administering the TRS Fund, the administrator shall also comply with all relevant and applicable federal financial management and reporting statutes. The administrator shall establish a non-paid voluntary advisory committee of persons from the hearing and speech disability community, TRS users (voice and text telephone), interstate service providers, state representatives, and TRS providers, which will meet at reasonable intervals (at least semi-annually) in order to monitor TRS cost recovery matters. Each group shall select its own representative to the committee. The administrator's annual report shall include a discussion of the advisory committee deliberations.

(I) *Information filed with the administrator.* The administrator shall keep all data obtained from contributors and TRS providers confidential and shall not disclose such data in company-specific form unless directed to do so by the Commission. Subject to any restrictions imposed by the Chief of the Consumer & Governmental Affairs Bureau, the TRS Fund administrator may share data obtained from carriers with the administrators of the universal support mechanisms (*See* 47 CFR 54.701 of this chapter), the North American Numbering Plan administration cost recovery (*See* 47 CFR 52.16 of this chapter), and the long-term local number portability cost recovery (*See* 47 CFR 52.32 of this chapter). The TRS Fund administrator shall keep confidential all data obtained from other administrators. The administrator shall not use such data except for purposes of administering the TRS Fund, calculating the regulatory fees of interstate common carriers, and aggregating such fee payments for submission to the Commission. The Commission shall have access to all data reported to the administrator, and authority to audit TRS providers. Contributors may make requests for Commission nondisclosure of company-specific revenue information under §0.459 of this chapter by so indicating on the Telecommunications Reporting Worksheet at the time that the subject data are submitted. The Commission shall make all decisions regarding nondisclosure of company-specific information.

(J) The administrator's performance and this plan shall be reviewed by the Commission after two years.

(K) All parties providing services or contributions or receiving payments under this section are subject to the enforcement provisions specified in the Communications Act, the Americans with Disabilities Act, and the Commission's rules.

(6) *Complaints*—(i) *Referral of complaint.* If a complaint to the Commission alleges a violation of this subpart with respect to intrastate TRS within a state and certification of the program of such state under §64.605 is in effect, the Commission shall refer such complaint to such state expeditiously.

(ii) Intrastate complaints shall be resolved by the state within 180 days after the complaint is first filed with a state entity, regardless of whether it is filed with the state relay administrator, a state PUC, the relay provider, or with any other state entity.

(iii) *Jurisdiction of Commission.* After referring a complaint to a state entity under paragraph (c)(6)(i) of this section, or if a complaint is filed directly with a state entity, the Commission shall exercise jurisdiction over such complaint only if:

(A) Final action under such state program has not been taken within:

(*1*) 180 days after the complaint is filed with such state entity; or

(*2*) A shorter period as prescribed by the regulations of such state; or

(B) The Commission determines that such state program is no longer qualified for certification under §64.605.

(iv) The Commission shall resolve within 180 days after the complaint is filed with the Commission any interstate TRS complaint alleging a violation of section 225 of the Act or any complaint involving intrastate relay services in states without a certified program. The Commission shall resolve intrastate complaints over which it exercises jurisdiction under paragraph (c)(6)(iii) of this section within 180 days.

(v) *Complaint procedures.* Complaints against TRS providers for alleged violations of this subpart may be either informal or formal.

(A) *Informal complaints*—(*1*) *Form.* An informal complaint may be transmitted to the Consumer & Governmental Affairs Bureau by any reasonable means, such as letter, facsimile transmission, telephone (voice/TRS/TTY), Internet e-mail, or some other method that would best accommodate a complainant's hearing or speech disability.

(*2*) *Content.* An informal complaint shall include the name and address of the complainant; the name and address of the TRS provider against whom the complaint is made; a statement of facts supporting the complainant's allegation that the TRS provided it has violated or is violating section 225 of the Act and/or requirements under the Commission's rules; the specific relief or satisfaction sought by the complainant; and the complainant's preferred format or method of response to the complaint by the Commission and the defendant TRS provider (such as letter, facsimile transmission, telephone (voice/TRS/TTY), Internet e-mail, or some other method that would best accommodate the complainant's hearing or speech disability).

(*3*) *Service; designation of agents.* The Commission shall promptly forward any complaint meeting the requirements of this subsection to the TRS provider named in the complaint. Such TRS provider shall be called upon to satisfy or answer the complaint within the time specified by the Commission. Every TRS provider shall file with the Commission a statement designating an agent or agents whose principal responsibility will be to receive all complaints, inquiries, orders, decisions, and notices and other pronouncements forwarded by the Commission. Such designation shall include a name or department designation, business address, telephone number (voice and TTY), facsimile number and, if available, internet e-mail address.

(B) *Review and disposition of informal complaints.* (*1*) Where it appears from the TRS provider's answer, or from other communications with the parties, that an informal complaint has been satisfied, the Commission may, in its discretion, consider the matter closed without response to the complainant or defendant. In all other cases, the Commission shall inform the parties of its review and disposition of a complaint filed under this subpart. Where practicable, this information shall be transmitted to the complainant and defendant in the manner requested by the complainant (e.g., letter, facsimile transmission, telephone (voice/TRS/TTY) or Internet e-mail.

(*2*) A complainant unsatisfied with the defendant's response to the informal complaint and the staff's decision to terminate action on the informal complaint may file a formal complaint with the Commission pursuant to paragraph (c)(6)(v)(C) of this section.

(C) *Formal complaints.* A formal complaint shall be in writing, addressed to the Federal Communications Commission, Enforcement Bureau, Telecommunications Consumer Division, Washington, DC 20554 and shall contain:

(*1*) The name and address of the complainant,

(*2*) The name and address of the defendant against whom the complaint is made,

(*3*) A complete statement of the facts, including supporting data, where available, showing that such defendant did or omitted to do anything in contravention of this subpart, and

(*4*) The relief sought.

(D) *Amended complaints.* An amended complaint setting forth transactions, occurrences or events which have happened since the filing of the original complaint and which relate to the original cause of action may be filed with the Commission.

(E) *Number of copies.* An original and two copies of all pleadings shall be filed.

(F) *Service.* (*1*) Except where a complaint is referred to a state pursuant to §64.604(c)(6)(i), or where a complaint is filed directly with a state entity, the Commission will serve on the named party a copy of any complaint or amended complaint filed with it, together with a notice of the filing of the complaint. Such notice shall call upon the defendant to satisfy or answer the complaint in writing within the time specified in said notice of complaint.

(*2*) All subsequent pleadings and briefs shall be served by the filing party on all other parties to the proceeding in accordance with the requirements of §1.47 of this chapter. Proof of such service shall also be made in accordance with the requirements of said section.

(G) *Answers to complaints and amended complaints.* Any party upon whom a copy of a complaint or amended complaint is served under this subpart shall serve an answer within the time specified by the Commission in its notice of complaint. The answer shall advise the parties and the Commission fully and completely of the nature of the defense and shall respond specifically to all material allegations of the complaint. In cases involving allegations of harm, the answer shall indicate what action has been taken or is proposed to be taken to stop the occurrence of such harm. Collateral or immaterial issues shall be avoided in answers and every effort should be made to narrow the issues. Matters alleged as affirmative defenses shall be separately stated and numbered. Any defendant failing to file and serve an answer within the time and in the manner prescribed may be deemed in default.

(H) *Replies to answers or amended answers.* Within 10 days after service of an answer or an amended answer, a complainant may file and serve a reply which shall be responsive to matters contained in such answer or amended answer and shall not contain new matter. Failure to reply will not be deemed an admission of any allegation contained in such answer or amended answer.

(I) *Defective pleadings.* Any pleading filed in a complaint proceeding that is not in substantial conformity with the requirements of the applicable rules in this subpart may be dismissed.

(7) *Treatment of TRS customer information.* Beginning on July 21, 2000, all future contracts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.

[65 FR 38436, June 21, 2000, as amended at 65 FR 54804, Sept. 11, 2000; 67 FR 13229, Mar. 21, 2002; 68 FR 50977, Aug. 25, 2003; 69 FR 5719, Feb. 6, 2004; 69 FR 53351, Sept. 1, 2004; 69 FR 55985, Sept. 17, 2004; 69 FR 57231, Sept. 24, 2004; 70 FR 51658, Aug. 31, 2005; 70 FR 76215, Dec. 23, 2005]

§64.605 STATE CERTIFICATION.

(a) *State documentation*—(1) *Certified state program.* Any state, through its office of the governor or other delegated executive office empowered to provide TRS, desiring to establish a state program under this section shall submit, not later than October 1, 1992, documentation to the Commission addressed to the Federal Communications Commission, Chief, Consumer & Governmental Affairs Bureau, TRS Certification Program, Washington, DC 20554, and captioned “TRS State Certification Application.” All documentation shall be submitted in narrative form, shall clearly describe the state program for implementing intrastate TRS, and the procedures and remedies for enforcing any requirements imposed by

the state program. The Commission shall give public notice of states filing for certification including notification in the Federal Register.

(2) *VRS and IP Relay provider*. Any entity desiring to provide VRS or IP Relay services, independent from any certified state TRS program or any TRS provider otherwise eligible for compensation from the Interstate TRS Fund, and to receive compensation from the Interstate TRS Fund, shall submit documentation to the Commission addressed to the Federal Communications Commission, Chief, Consumer & Governmental Affairs Bureau, TRS Certification Program, Washington, DC 20554, and captioned "VRS and IP Relay Certification Application." The documentation shall include, in narrative form:

(i) A description of the forms of TRS to be provided (*i.e.*, VRS and/or IP Relay);

(ii) A description of how the provider will meet all non-waived mandatory minimum standards applicable to each form of TRS offered;

(iii) A description of the provider's procedures for ensuring compliance with all applicable TRS rules;

(iv) A description of the provider's complaint procedures;

(v) A narrative describing any areas in which the provider's service will differ from the applicable mandatory minimum standards;

(vi) A narrative establishing that services that differ from the mandatory minimum standards do not violate applicable mandatory minimum standards;

(vii) Demonstration of status as a common carrier; and

(viii) A statement that the provider will file annual compliance reports demonstrating continued compliance with these rules.

(b) (1) *Requirements for state certification.* After review of state documentation, the Commission shall certify, by letter, or order, the state program if the Commission determines that the state certification documentation:

(i) Establishes that the state program meets or exceeds all operational, technical, and functional minimum standards contained in §64.604;

(ii) Establishes that the state program makes available adequate procedures and remedies for enforcing the requirements of the state program, including that it makes available to TRS users informational materials on state and Commission complaint procedures sufficient for users to know the proper procedures for filing complaints; and

(iii) Where a state program exceeds the mandatory minimum standards contained in §64.604, the state establishes that its program in no way conflicts with federal law.

(2) Requirements for VRS and IP Relay Provider FCC Certification. After review of certification documentation, the Commission shall certify, by Public Notice, that the VRS or IP Relay provider is eligible for compensation from the Interstate TRS Fund if the Commission determines that the certification documentation:

(i) Establishes that the provision of VRS and/or IP Relay will meet or exceed all non-waived operational, technical, and functional minimum standards contained in §64.604;

(ii) Establishes that the VRS and/or IP Relay provider makes available adequate procedures and remedies for ensuring compliance with the requirements of this section and the mandatory minimum standards contained in §64.604, including that it makes available for TRS users informational materials on complaint procedures sufficient for users to know the proper procedures for filing complaints; and

(iii) Where the TRS service differs from the mandatory minimum standards contained in §64.604, the VRS and/or IP Relay provider establishes that its service does not violate applicable mandatory minimum standards.

(c)(1) *State certification period.* State certification shall remain in effect for five years. One year prior to expiration of certification, a state may apply for renewal of its certification by filing documentation as prescribed by paragraphs (a) and (b) of this section.

(2) *VRS and IP Relay Provider FCC certification period.* Certification granted under this section shall remain in effect for five years. A VRS or IP Relay provider may apply for renewal of its certification by filing documentation with the Commission, at least 90 days prior to expiration of certification, containing the information described in paragraph (a)(2) of this section.

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

(e)(1) *Suspension or revocation of state certification.* The Commission may suspend or revoke such certification if, after notice and opportunity for hearing, the Commission determines that such certification is no longer warranted. In a state whose program has been suspended or revoked, the Commission shall take such steps as may be necessary, consistent with this subpart, to ensure continuity of TRS. The Commission may, on its own motion, require a certified state program to submit documentation demonstrating ongoing compliance with the Commission's minimum standards if, for example, the Commission receives evidence that a state program may not be in compliance with the minimum standards.

(2) *Suspension or revocation of VRS and IP Relay Provider FCC certification.* The Commission may suspend or revoke the certification of a VRS or IP Relay provider if, after notice and opportunity for hearing, the Commission determines that such certification is no longer warranted. The Commission may, on its own motion, require a certified VRS or IP Relay provider to submit documentation demonstrating ongoing compliance with the Commission's minimum standards if, for example, the Commission receives evidence that a certified VRS or IP Relay provider may not be in compliance with the minimum standards.

(f) *Notification of substantive change.* (1) States must notify the Commission of substantive changes in their TRS programs within 60 days of when they occur, and must certify that the state TRS program continues to meet federal minimum standards after implementing the substantive change.

(2) VRS and IP Relay providers certified under this section must notify the Commission of substantive changes in their TRS programs, services, and features within 60 days of when such changes occur, and must certify that the interstate TRS provider continues to meet federal minimum standards after implementing the substantive change.

(g) VRS and IP Relay providers certified under this section shall file with the Commission, on an annual basis, a report providing evidence that they are in compliance with §64.604.

[70 FR 76215, Dec. 23, 2005]

Appendix B: Sprint TRS, STS, CapTel, and VRS Training Outlines

Sprint TRS Training Outline

Module	Module Description
Module 1	Orientation **Objectives** **Welcome & History** **Future of Sprint** **What is Relay?** **CA Training** **Call Flow Chart**
Module 2	Phone Image **Objectives** **Introduction** **Communicating Information** **Using Conversational Tone** **Managing Dissatisfied Customers**
Module 3A	Overview of System and Equipment **Objectives** **Logging In** **Logging Out** **Screen Display** **Checking for Understanding** **Headsets** **Modem** **Error Correction** **Keyboard** **Last Typed Macro Feature** **English Macros** **Spanish Macros** **Telephony Terms**
Module 3B	Interactive Terminals **Knowing Your TTY** **Closing a Conversation** **Typing Background Noises**
Module 3C	Overview of System and Equipment (FRS Only) **Malfunctions** **Relay Procedures** **Confidentiality** **Statistics** **Handling Obscene Calls** **Requesting a Supervisor** **Reporting** **Macros**
Module 4A	Call Processing Procedures **Objectives** **Your Role as CA** **Call Processing for All States**

Module	Module Description
Module 4B	Destinations of Traffic **Destinations not Allowed** **IntraLata Competition** **State Differences**
Module 4C	Answering Machines and Audiotext **Record Feature** **Voice Answering Machine** **Voice to TTY Answering Machine** **Information Line** **Audiotext** **Voice Mail** **Pagers/Beepers (TTY-Voice)** **Pagers/Beepers (Voice - TTY)** **Variations** **Answering Machine Retrieval**
Module 4D	Voice Originated Calls **Local Call Description** **Toll Free and Paid** **Paid over Sprint Network** **Paid over Alternate Carrier** **Variations**
Module 4E	Long Distance Calling **FONcard** **LEC Card** **Optional Cards** **Pre-Paid Cards** **Collect** **Third Party** **Immediate Credit**
Module 4F	VCO and HCO **Voice Carry Over (VCO)** **Inbound VCO Branding** **Busy Line** **No Answer** **Two-Line VCO** **Hearing Carry Over (HCO)** **Non-Branded HCO** **Branded HCO**

Module	Module Description
Module 4G	Alternate Call Types **VCO to VCO** **VCO to TTY** **TTY to VCO** **HCO to HCO** **HCO to TTY** **TTY to HCO**
Module 4H	Customer Database **Customer Database Feature** **Customer Notes Window** **UCR Main Menu** **Name Submenu** **COC Submenu** **InterLata COC** **IntraLata COC** **Billing Method Window** **Billing Options** **Numbers Submenu** **Emergency Numbers** **Frequently Dialed Numbers (FD)** **Blocked Numbers** **Customer Notes**
Module 4H	Customer Database **Preferences** **Answer Type** **Language Type** **Outdial Restrictions** **Macros** **Last Number Redial**

Module	Module Description
Module 4I	Variations **Busy Signals** **Poor Connection** **No Answer** **Request for Information** **Speech Impaired** **Pacing Voice Customer** **Profanity towards CA** **Request for M or F CA** **CA Knows Customer** **Suicide** **Abuse** **Illegal Calls** **Sensitive Topics** **Redialing** **Switchboards** **Young Children** **Inbound ASCII** **Repeating Information** **Request for Relay Number** **Restricted Calls** **ASCII on Outbound Line** **Regional 800** **Two Calling From Numbers** **LEC Service Office** **Double Letters** **Call Waiting** **Conference Calls** **Three-Way Calling** **Changing CAs** **800 Number Referral** **Hard-of-Hearing Customer** **Call Backs for TTYs** **Multiple Calls**
Module 4I	Variations **Call Modification** **Holding** **Alternate Language** **Typing in Parenthesis** **Product Information** **Spanish Calls** **Voice Customer Hangs Up** **Variable Time Stamp** **TTY Customer Hangs Up** **Conversation being Recorded** **Prompting Voice for "GA"** **Non-Standard TTY Capability** **Internet Characters** **TTY does not type "GA"** **Cellular Long Distance Calls** **Party Line Calls**

Module	Module Description
Module 5	Emergency Call Processing **Emergency Calls** **Non-Emergency Calls** **Emergency Incident Form**
Module 6A	Performance and Procedures **Performance Measurement Plan** **Quality Customer Service** **Commitment** **Personal Effectiveness** **Assessment Survey and Replay** **Emergency Procedures** **Emergency Assistance Form** **Checking for Understanding**
Module 6B	Healthy Relay **Introduction** **Analogy** **Stretching Exercises** **CA Reinforcement** **Ergonomic Review** **Setting up Workstation** **GUAM - Get up and move**
Module 6B	Healthy Relay **Ergonomic Relief** **Slowing the Customer** **Overtime Relaxation**
Module 7A	Responding Positively **Stress Management** **Thoughts and Feelings** **Relaxing Emotionally** **Thinking Powerfully** **Exercise** **Nutrition** **Relaxation/Meditation** **Energy Resource Assessment** **Suggested Reading** **Leader's Notes**
Module 7B	Healthy Detachment **Interactive Communication** **TDD Communication** **Potential Stressors** **Detaching**
Module 8	Assessing Performance **Assessment Process** **Coaching** **Feedback** **Pass/Fail Guidelines** **Role Plays**

Module	Module Description
Module 9	Supervisor as Trainer and Coach **Introduction** **Objectives** **Being a Coach/Trainer** **An Adult Learner** **Giving Effective Instruction** **Feedback**
Module 10	A Healthy Approach to Relay **Learning Continuum** **Adult Education** **Dale's Cone of Experience** **Elements of Lesson Design** **Preparation for Training** **Warm Ups** **Voice Inflection** **Handling Interruptions** **Prep for Final** **Hearing Thru (TDD - Voice)** **Hearing Thru (Voice - TDD)** **Voice Thru (TDD - Voice)** **Voice Thru (Voice - TDD)** **Audiotext** **Information Lines** **Business Answering Machines** **Residential Answering Machines** **Beepers** **Spanish Answering Machine** **TTY Answering Machine**

Speech-to-Speech Training Outline

Module 1	Orientation **Objectives** **Welcome & Introductions** **Description** **History**	**What is Speech to Speech** **Differences from Relay** **Agent Training**
Module 2	Speech to Speech Customers **Objectives** **Introduction** **Phone Image** **Characteristics of Speech to Speech Customers** **Breaking the Stereotypes**	**Varying Speech Patterns** **Voice Synthesizers** **Types of Calls** **Transparency & Confidentiality Phrases**
Module 3	Attributes of STS CAs **Objectives** **Patience** **Concentration** **Listening Skills**	**Caller Control** **Sensitivity and Understanding**
Module 4A	Call Processing Procedures **Objectives** **Your Role as CA** **Billing** **Directory Assistance** **Changing CAs**	
Module 4B	Answering Machines and Audiotext **Answering Machines** **SA to SD Answering Machine** **Busy/Disconnects** **Audiotext Message** **Pagers/Beepers**	
Module 4C	Emergency Call Processing **Emergency Services** **EM Numbers** **Emergency Incident Form**	
Module 4D	Variations **Outbound to Relay** **Personal Conversations** **Operator Calls** **Talking on Hold** **Keeping the Customer Informed** **Differentiating STS and Relay** **Outdialing to STS**	Using GA Spelling Announcement 900 Calls Request to Hold SD to SD through STS Non STS Calls

Sprint CapTel Training Outline

1.0 Training Summary Outline

1.1 Introduction/Tour

Introductions: Lead trainer, training assistant, Call Center director, and other administrative personnel that may be involved in the first day of training. Prospective CAs are given a tour of the building and the facilities. Each individual is given a security passkey and shown how to use it. The CTI building is a secured facility and the passkey is needed to enter the parking lot after normal business hours, enter the building and gain access to the Call Center floor by stairway or elevator.

1.2 Human Resources Overview

The Human Resource coordinator meets with each group to go over required employment paperwork for the State of Wisconsin, Call Center policies, non-disclosure agreement, confidentiality requirements, expected standards that must be met to pass out of training, and current scheduling needs.

1.3 Videos

Several videos are shown to better demonstrate the job of a CA and how the technology works and how it provides improved communication for our clients. After each video, questions are answered or clarified as needed.

1.4 Mini Demonstration *CapTel* Phone

A brief explanation of the *CapTel* phone and the captioning system is given including commonly used terminology when referring to each party involved in a call. Each trainee is then able to place a short call to experience using the *CapTel* phone. This helps individuals to better understand what we are asking them to provide our clients and what the client experiences.

1.5 Introduction - Developing a Personal Voice Profile

Developing a personal voice profile is the most important step to successfully process *CapTel* calls. CAs are given specific instruction as to how to speak, how to sit, and how to utilize the computer and headset to gain optimal accuracy.

1.6 Introduction - Training Program

The *CapTel* training program allows individuals to listen to various pre-recorded scripts and "re-voice" what they hear directly into the recognition program. Individuals are coached to focus on developing the proper re-voicing technique. This simulates the conversation or voice of the hearing person and having to repeat those words to the computer accurately. Through the progression of various training scripts CAs work to improve their speed of speech while maintaining accurate pronunciation of words based on each script.

1.7 Introduction - Call Handling Tools

Macros are utilized to aid in the speed and accuracy of calls. CAs listen to pre-recorded scripts that consist mainly of macro type words and learn to utilize the macros accordingly.

1.8 Introduction - Call Handling Skills –Pacing a Conversation
CAs are introduced to further call handling skills that allow them to pace various calls in order to provide accurate captions.

1.9 Introduction - Call Handling Skills – Inserting Words
CapTel trains its CAs to insert particular words that the Voice Recognition is not able to caption successfully or in a consistent manner. These words include such things as people's names and regional cities and towns.

1.10 Introduction – How to Handle Various Recordings
CAs are introduced to various types of calls and how to handle each. The importance of verbatim transcription, confidentiality, accuracy and speed are reviewed. CAs view a demonstration by the training assistant, and then each CA is assigned scripts relating to answering machines and automated recordings.

1.11 Introduction & Demo of *CapTel* Conversation
Each trainee observes each end of the "telephone call", (CA, *CapTel* user, hearing person). Each CA assists in making "live" calls to other trainees. This encourages each CA to observe and experience what our clients experience on every call. It also allows the CA who is captioning an opportunity to practice their learned techniques on more realistic, true to life calls.

2.0 Introduction to Call Simulation
Live call simulation allows CAs to gain exposure to real incoming calls landing on the production floor, however they do not interfere with the quality of captions going to the *CapTel* user. New CAs are paired with experienced CAs on the production floor to observe and listen to live calls.

2.1 Call Simulation-Timings
CAs are placed into a rotation of call simulation and receive their first official timing for speed and accuracy baseline timings provide a progress report for each CA and develop a list of improvement areas. This measures the quality and accuracy of re-voicing.

2.2 Review of Baseline Timings
Training Scripts are assigned to the group. One at a time, each CA meets with the trainer to review their baseline timings. Feedback and review of standards and expectation are given.

2.3 Introduction to Correction Tool
The correction tool is introduced to provide CAs with another opportunity to provide the highest quality captions.

2.4 Review Training Elements

CAs meet as a group with the trainer to review the various elements that enable them to provide the quality of captions we expect from each CA.

3.0 Monthly Timing Policy

CTI's monthly timing policy is reviewed with all CAs. The importance of successfully passing these timings is emphasized.

3.1 Call Simulation-Timings

CAs are placed into a rotation of call simulation and receive an official timing. This second timing is a base-line timing in which re-voicing accuracy and call handling skills along with the ability to correct errors are evaluated. Each CA is unaware of when the timing will occur.

4.0 Production Floor Orientation

Current supervisors meet with the group of CAs to go over specific Call Floor procedures, expectations, break adherence, time clock, lockers, emergency plans, and point of contact individuals for questions and assistance.

CAs continue to progress onto the production floor and practice in the training room as needed. CAs are timed each day and progress is reviewed until a CA meets the expected standards or it is determined the individual is not suited for the position. Action is taken as necessary.

Video Relay Service Training Outline and Qualifications

- All Sprint VRS interpreters are qualified and will adhere to the Registry of Interpreters for the Deaf (RID) Code of Ethics. The VRS interpreter qualifications are listed below:

  - Certified by the NAD at levels III, IV, or V or certified by RID as IC/TC, CI, CSC, LSC or MSC or demonstrated State equivalent. (Note: In rare instances, VIs may process Sprint VRS calls prior to certification based on qualifications and interpreting skills).
  - Possess English language skills at a college level.
  - Observe strict confidentiality guidelines using RID's Code of Ethics.
  - Function in a totally transparent mode.
  - Possess strong receptive and voicing skills.
  - Possess sensitivity to the needs of the Deaf, Hard of Hearing and hearing parties
  - Have a wide range of experience working in the deaf Community utilizing ASL, PSE and Signed English Community utilizing ASL, PSE and Signed English communication modes in social, economic, and educational settings.
  - Possess interpreting experience for persons who have minimal language skills.
  - Possess computer literacy, including familiarity with current Windows operation system, and be able to operate computer and video equipment.
  - Exhibit superior customer service skills.
  - Posses the skill to conduct video interpretation sessions with a wide range of individuals.
  - Have a good command of English grammar and composition.
  - Possess clear and articulate voice communications.
  - Be familiar with speech and disability cultures, languages, and etiquette.
  - Possess the ability to work under pressure.
  - Be capable of working in a multi-tasked environment.
  - Have the skill to conduct telephone conversations with a wide range of individuals.
  - Be a citizen of the U.S. or an alien who has been lawfully admitted for permanent residence as evidenced by the INS Permanent Resident Card (INS Form I-551).
  - Successfully completed, as a minimum, training to include deaf culture, American Sign Language, sensitivity to the capabilities and needs of people with speech impairments, the VI's role in the relay process, and training in interpersonal skills to handle difficult or stressful conversations.
  - Beginning college level skills in English grammar and diction.

Appendix C: TRS Pledge of Confidentiality

RELAY CENTER CODE OF ETHICAL BEHAVIOR

AS PART OF THE RELAY SERVICES ORGANIZATION, ALL EMPLOYEES, CONTRACTORS AND VISITORS ARE BOUND TO THE LAWS OF THE STATE AND THE FOLLOWING GUIDELINES:

1. **ALL TELECOMMUNICATIONS RELAY SERVICE CALL RELATED INFORMATION IS TO BE STRICTLY CONFIDENTIAL.** The employee, contractor or visitor shall not reveal any information acquired during or observing a relay call. Any call-related questions or problems are to be discussed with management.
2. NOTHING IS TO BE EDITED OR OMITTED FROM THE CONTENT OF THE CONVERSATION OR THE SPIRIT OF THE SPEAKER. The employee shall transmit exactly what is said in the way that it is intended in the language of the customer's choice.
3. NOTHING IS TO BE ADDED OR INTERJECTED INTO THE CONTENT OF THE CONVERSATION OR THE SPIRIT OF THE SPEAKER. The employee shall not advise, counsel, or interject personal opinions, even when asked to do so by the consumer.
4. TO ASSURE MAXIMUM USER CONTROL, THE EMPLOYEE WILL BE FLEXIBLE IN ADAPTING TO THE CONSUMER'S NEEDS.
5. EMPLOYEES WILL STRIVE TO FURTHER COMPETENCY IN SKILLS AND KNOWLEDGE THROUGH CONTINUED TRAINING, WORKSHOPS, AND READING OF CURRENT LITERATURE IN THE FIELD.

I have read and understand the Relay Center Code of Ethical Behavior. I agree to comply with this Code and any applicable State and Federal laws pertaining to Telecommunications Relay Services and understand that failure to do so will lead to company disciplinary action that may result in my termination and criminal prosecution.

_____

EMPLOYEE/CONTRACTOR/VISITOR SIGNATURE DATE

_____ _____

MANAGER/SUPERVISOR SIGNATURE DATE

CapTel CA Pledge of Confidentiality

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 never 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

Appendix D: E 911 Call Procedure

- Sprint uses a system for incoming emergency calls that automatically and immediately transfers the relay user to the nearest Public Safety Answering Point (PSAP). Sprint considers an emergency call to be one in which the user of the relay service indicates they need the police, fire department, paramedics, or ambulance. The following steps will be taken to connect the caller to the correct PSAP:

    - The CA, when told by a TTY/ASCII user (non-voice) that an emergency exists, will hit a "hot key".
    - The CA's terminal sends a query to the E911 database containing the caller's geographic area ANI.
    - The database responds with the telephone number of the PSAP that covers the geographic source of the call, and then, automatically dials the PSAP number, and automatically passes the caller's ANI to the E911 service center.

- The CA remains on the line until emergency personnel arrive on the scene unless previously released by the caller. The CA also verbally passes the caller's ANI onto the E911 center operator. If the inbound relay caller disconnects prior to reaching E911, the CA will stay on the line to verbally provide the caller's ANI to the E911 center operator.

- When a CapTel user dials 9-1-1, Sprint will route the call directly to the most appropriate PSAP. The 911 PSAP center will receive the caller's Automated Number Identification and Automated Locator Identification. If the call is disconnected, the 911 center will call the CapTel user back.

- If a CapTel user had only one line connected to their CapTel phone, captions will not be engaged on the call. A prompt on the phone will instruct the CapTel user how to communicate with the 9-1-1 center to request Voice-Carry-Over communications to begin. The PSAP would be engaged in typing directly to the user, and the user would be able to speak to the 911 dispatcher.

Appendix E Sprint Carrier of Choice Letter of Invitation

(date)

(name)

(Company name)

(address)

(telephone)

(fax)

(e-mail address)

Re: (Customer's name and phone number – requested LEC for COC)

Thank you for your interest to complete (Company Name) Long Distance calls with Sprint Telecommunications Relay Service (TRS). As the default Toll carrier for processing relay calls in more than thirty-two states (32), Sprint currently transports the traffic of customers who have selected you as their Toll carrier. However, many of your customers would prefer to use (Company Name) LD for their toll calls. At present, Sprint TRS is unable to send the toll calls from the regional centers or state access tandem to your network. Hence, this letter is being written to make you aware of a potential service-impacting issue regarding TRS calls and measures your company can take to ensure your customers' toll calls are completed through TRS.

The Americans with Disabilities Act of 1990 mandate TRS, and TRS standards are established and are monitored by the Federal Communications Commission (FCC). TRS is a service that links telephone conversations between standard (voice) telephone users and people who are deaf, hard of hearing, deaf-blind, or speech disabled using Text Telephone (TTY) equipment. The State Public Utilities Commission manages the day-to-day operations of TRS and has contracted with Sprint Corporation to provide relay service in their states.

Both, the Americans with Disabilities Act of 1990 and FCC's Order 00-56 on TRS mandate that all states provide TRS and that TRS users shall have equal access to their chosen interexchange carrier and to all other operator services, to the same extent that such access is provided to voice users. In order to provide this access to your customers, your company is encouraged to submit a letter of authorization to accept TRS calls from Sprint.

Attachment A lists the facility-based providers who currently participate at Sprint TRS Carrier of Choice program. If your company (or your facility based provider) is not currently listed, please review the following and determine the appropriate follow-up action needed to be taken:

Facility-based provider

If you *are a participating member* at Sprint Carrier of Choice program, please disregard.

If you *are not a participating member* at Sprint Carrier of Choice program, you need to establish a network presence at the regional centers or state access tandem and accept calls from Sprint through the industry method of SS7 trunking and TRS billing codes of Info Digit Pair 60, 66, and 67 (see below).

Non-facility based provider

1. If your underlying toll carrier *is a participating member* at Sprint Carrier of Choice program, Sprint can implement the IXC brand name and pass the toll call information to the underlying carrier's CIC code. Please submit a letter of authorization that would advise Sprint to implement the carrier brand name and to send the toll call information to its underlying toll carrier.

If your underlying toll carrier *is not a participating member* at Sprint Carrier of Choice program, you will need to work with your underlying toll carrier to establish a network presence at the regional centers or state access tandem and accept calls from Sprint through the industry method of SS7 trunking and TRS billing codes of Info Digit Pair 60, 66, and 67 (see below).

Before you submit a letter of authorization to Sprint TRS, please consider the following four factors:

2. Your CIC codes or your underlying toll carrier CIC codes associated with 1+, 0+, and 0- and International dialing must be loaded into the regional (and/or state) access tandems.

You or your underlying toll carrier will need to support SS7 tandem interconnection.

You or your underlying toll carrier will need to ensure that your translation tables are updated in order to appropriately receive, rate, and bill Sprint calls per Bellcore industry standards. Sprint calls are designated as ANI II Digit Pair ***60, 66, and 67***.

If you utilize more than one underlying toll carrier to carry the toll traffic, select a single toll carrier that will accept Sprint traffic.

***Note**: For detailed information regarding access tandem interconnection and carrier of choice provisioning through Sprint, please refer to ATIS/NIIF-008, the "Telecommunications Relay service – Technical Needs" document.*

Attachment B lists Access Tandem Interconnection locations which Sprint TRS is connected with. The best way to provide access to your Toll network through relay service for your customers is to designate the 13 Sprint Regional TRS center/Access Tandem combinations as the points at which Sprint will hand off Toll relay service traffic to you. In this manner, any relay caller that wishes to use your services may be efficiently, and with minimal time delay, routed to your network. Should you not have a presence at one or more of the Sprint regional center/access tandem combinations, the traffic may be handed off at one of the regional center's access tandem.

Attachment C is a sample letter of authorization. Once Sprint receives your written request to participate in the Sprint TRS Carrier of Choice program, Sprint will schedule translation updates in the next available release (usually 45 to 90 days). **Information obtained from the carriers will be used solely for the purpose of providing equal access for** (Company Name) **LD customers and shall be held proprietary.**

Sprint welcomes your company's participation in our TRS Carrier of Choice program at **no cost** to you if your company has network presence at any of our listed regional center/state access tandem locations. Your participation at the Sprint Carrier of Choice program will create a win-win situation for our customers. Through Sprint, as the relay provider, customers will be able to enjoy uninterrupted service and your company will be able to generate additional revenue.

Thank you for your prompt attention to this matter. If you have any questions concerning with the letter, please do not hesitate to call (Account Manager) at (phone number) or email at (e-mail address).

Sincerely Yours,

3.

(your name)

CC: Michael Fingerhut, Federal Regulatory, Sprint

Angela Officer, Program Manager, Sprint

- Attachment A

Current participating members (facility-based providers) at Sprint TRS Carrier of Choice:

Entity	CIC Code
AT&T Communications	0288
Bell South Long Distance	0377
Bestline	0302
Birch Telecom	0678
Broadwing Communications	0948
Broadwing Telecommunications	0071
Cox Communications	6269
Excel Telecommunications, Inc.	0752
Global Crossings Telecommunications	0444
MCIWorldCom	0222
McLeod USA	0725
Qwest Communications	0432
SBC Communications Long Distance	5792
Souris River Telecommunications	0770
Sprint	0333
Telecomm*USA (MCIWorldCom)	0220, 0321, 0835, 0987
Touch America Services, Inc.	0244
U.S. Link	0355
VarTec dba Clear Choice Communications	0636
VarTec Telecom, Inc.	0465, 0638, 0811, 0899, 5111
Verizon Long Distance	5483
Winstar	0643
Working Assets	0649
WorldCom	0555, 0987
WorldXChange	0502, 0834

Updated: 8/12/07

- Attachment B

Access Tandem Interconnection Locations

State	Access Tandem	Tandem CLLI	Tandem LEC
Missouri	Kansas City	KSCYMO5503T	SBC
Texas	Ft Worth	FTWOTXED03T	SBC
North Carolina	Charlotte	CHRLNCCA05T	Bell South
South Carolina	Charleston	CHTNSCDT60T	Bell South
New York	Syracuse	SYRCNYSU50T	Verizon
Ohio	Dayton	DYTNOH225GT	Ameritech
South Dakota	Sioux Falls	SXFLSDCO09T	Qwest
North Dakota	Bismarck	BSMRNDBC12T	Qwest
Arkansas	Little Rock	LTRKARFR02T	Southwestern Bel
Florida	Miami	NDADFLGG01T	Bell South
California	Sacramento	SCRMCA0103T	Verizon / Pac Bel
Colorado	Denver	DNVRCOMA02T	Qwest
Illinois	Chicago	CHCGILNE50T	Ameritech
Minnesota	Owatonna	OWTNMNOW12T	Qwest
Wyoming	Cheyenne	CHYNWYMA03T	Qwest

Updated: 8/12/07

▪ Attachment C

S A M P L E Letter of Authorization

< DATE >

<Name>, Account Manager

<Street1> <Street2>

<City>, <State> <Zip Code>

FAX: <Fax. No.>

This letter of authorization has been issued to give Sprint TRS permission to send < Toll Carrier Company Name > toll traffic associated with 1+, 0+, and 0- and International dialing through Sprint TRS at the < Regional COC Tandems >.

1. <u>Regional COC Tandems</u>

You will need to provide Sprint with the following:
Toll Carrier: < insert name>
CIC Code: <insert CIC)

Underlying Toll Carrier: <insert name>
Underlying Carrier CIC Code: <insert CIC>

Choose Tandem Below

State	Access Tandem	Tandem CLLI	Tandem LEC
Missouri	Kansas City	KSCYMO5503T	SBC
Texas	Ft Worth	FTWOTXED03T	SBC
North Carolina	Charlotte	CHRLNCCA05T	Bell South
South Carolina	Charleston	CHTNSCDT60T	Bell South
New York	Syracuse	SYRCNYSU50T	Verizon
Ohio	Dayton	DYTNOH225GT	Ameritech
South Dakota	Sioux Falls	SXFLSDCO09T	Qwest
North Dakota	Bismarck	BSMRNDBC12T	Qwest
Arkansas	Little Rock	LTRKARFR02T	Southwestern Bel
Florida	Miami	NDADFLGG01T	Bell South
California	Sacramento	SCRMCA0103T	Verizon / Pac Bel
Colorado	Denver	DNVRCOMA02T	Qwest
Illinois	Chicago	CHCGILNE50T	Ameritech
Minnesota	Owatonna	OWTNMNOW12T	Qwest
Wyoming	Cheyenne	CHYNWYMA03T	Qwest

Updated 8/12/07

2. <u>Call Type Restrictions</u>

< Toll Carrier Brand Name > will accept any intrastate, international and operator services call types that will be routed to the < tandem location(s) > tandems.

<u>OR</u>

< Toll Carrier Brand Name > will accept any (*specify intrastate, interstate, international, and operator services*) call types except for (*specify what call types and restrictions*) that should not be routed to the < tandem location > tandems.

If there are any questions regarding this letter of authorization, please contact < Name >, < Job Title >, < Department Name > at xxx-xxx-xxxx.

Sincerely, < Name >< Job Title >, < Department Name >

Appendix F: Sprint Route Outage Prevention Programs

Call Before You Dig Program

- This program uses a nationwide 800 number interlinked with all local/state government utility agencies as well as contractors, rail carriers, and major utilities. Sprint currently receives in excess of 60,000 calls per month for location assistance over the 23,000-mile fiber network.

Awareness Program

- This Sprint program proactively contacts local contractors, builders, property owners, county/city administrators, and utility companies to educate them on Sprint's cable locations and how each can help eliminate cable outages.

Route Surveillance Program

- This is a Network Operations department program using Sprint employees to drive specific routes (usually 120 miles) and visually inspect the fiber cable routes. This activity is performed an average of 11.6 times per month or approximately once every 2-3 days.

Technician Program

- Technicians are stationed at strategic locations and cover an area averaging 60 route miles. Each technician has emergency restoration material to repair fiber cuts on a temporary basis. Other operations forces within a nominal time frame accomplish total repair.

Fiber/Switch Trending Program

- This includes a weekly summary of equipment failure events highlighting bit error rate (BER) and cable attenuation. As a result, Sprint identifies potential equipment problems and monitors performance degradation to establish equipment-aging profiles for scheduled repair, replacement, or elimination. Aging profiles are computer-stored representations of the characteristics of a fiber splice. The profile is stored at the time the splice is accepted and put into service. A comparison of the original profile and current profile are compared for performance degradation. Maintenance is scheduled based on this type of monitoring.

Network Management and Control Systems

- The Sprint network is managed and controlled by a National Operations Control Center (NOCC) located in Overland Park, KS. As a back up, a secondary NOCC is located in Lenexa, KS. The NOCC is designed to provide a national view of the status of the network as well as to provide network management from a centralized point. The NOCC interfaces with the Regional Control Centers (RCCs) to obtain geographical network status. The RCCs are responsible for maintenance dispatch and trouble resolution, and are designed to provide redundancy for each other and back-up status for the NOCC.

- The NOCC and RCC work closely with the ESOCC in cases where a network problem may affect North Dakota operations. In cases such as these, the NOCC or RCC immediately alerts the ESOCC of the situation so that appropriate steps can be taken to minimize service impacts. The NOCC and RCCs also serve as reference points for the ESOCC when problems are detected in the TRS center that are not the result of internal center operations.

Network Management

- Commitment to a digital fiber optic network permits Sprint to use a single transmission surveillance protocol to integrate internal network vendor equipment. This enhances Sprint's ability to automate and provide preventive, near real-time detection and isolation of network problems. The controlling principle is identification and correction of potential problems before they affect the North Dakota call capabilities.

- Sprint divides the major functional responsibilities, facilities maintenance and network management, into a two-level organization which maximizes network efficiencies and customer responsiveness. The first level consists of the RCCs located in Atlanta and Sacramento. RCC personnel focus on the performance of individual network elements within predetermined geographical boundaries. The second level is the NOCC in Kansas City that oversees traffic design and routing for Sprint's 23,000-mile fiber optic network and interfaces.

- This two-level operational control organization, combined with architectural redundancies in data transport and surveillance, control and test systems, ensures an expedited response to potential problems in both switched and private line networks.

- In the event of a power outage, the UPS and backup power generator ensure seamless power transition until normal power is restored. While this transition is in progress, power to all of the basic equipment and facilities essential to the center's operation is maintained. This includes:

  - Switch system and peripherals
  - Switch room environmentals
  - CA positions (consoles/terminals and emergency lights)
  - Emergency lights (self-contained batteries)
  - System alarms
  - CDR recording

- As a safety precaution (in case of a fire during a power failure), the fire suppression system is not electrically powered. Once the back-up generator is on line, stable power is established and maintained to all TRS system equipment and facility environmental control until commercial power is restored.

CAPTEL OUTAGE PREVENTION

Sprint will provide FCC compliant *CapTel* service from the two *CapTel* Service Centers in Madison and Milwaukee, WI. Sprint's *CapTel* vendor *CapTel Inc*. (CTI) operates the two current *CapTel* Service Centers in the nation. These unique Centers operate with enough terminals for 200 agents each, along with support personnel, Technicians, and Supervisors.

Both *CapTel* Service Centers are equipped with redundant systems for power, ACD/telecom switching equipment, call processing servers, data network servers, and LAN gear. Most equipment failures can be corrected without complete loss of service.

Having two *CapTel* Service Centers ensures minimum interruptions in service if something unexpectedly halts operations in one Center or the other such as a flood or a tornado. In those instances, traffic from one Center can automatically be routed to the other.

Appendix G: Disaster Recovery Plan

- Sprint's comprehensive Disaster Recovery Plan developed for North Dakota details the methods Sprint will utilize to cope with specific disasters. The plan includes quick and reliable switching of calls, network diagrams identifying where traffic will be rerouted if vulnerable circuits become inoperable, and problem reporting with escalation protocol. Besides service outages, the North Dakota Disaster Recovery Plan applies to specific disasters that affect any technical area of Sprint's Relay network.

- The first line of defense against degradation of North Dakota is the Intelligent Call Router (ICR) technology that Sprint employs. During a major or minor service disruption, the ICR feature bypasses the failed or degraded facility and immediately directs calls to the first available agent in any of Sprint's eleven fully inter-linked TRS Call Centers. State-specific call processing software resides at each of Sprint's Relay Call Centers. Communications Assistants (CAs) are trained in advance to provide service to other States; the transfer of calls between centers is transparent to users.

- Beyond the ICR, Sprint's Disaster Recovery Plan details the steps that will be taken to deal with any problem, and restore North Dakota to its full operating level in the shortest possible time.

North Dakota Notification Procedure

- To provide North Dakota with the most complete and timely information on problems affecting their TRS, the trouble reporting procedure for North Dakota will include three levels of response:

  - A 3-hour verbal report
  - A 24-hour status report
  - A comprehensive final report within 5 business days

- Sprint will notify the North Dakota within three hours if a service disruption of 30 minutes or longer occurs. For service disruptions occurring outside normal business hours, the initial report will be provided by 8:30 AM on the next business day. This initial report will explain how the problem will be corrected and an approximate time when full service will be restored. Within 24 hours of the service disruption, an intermediate report provides problem status and more detail of what action is necessary. In most cases, the 24-hour report reveals that the problem has been corrected and that full service to North Dakota has been restored. The final comprehensive written report, explaining how and when the problem occurred, corrective action taken, and time and date when full operation resumed will be provided to the North Dakota Administrator within five business days of return to normal operation. Examples of service disruption to North Dakota include:

  - ACD failure or malfunction

- Major transmission facility blockage
- Threat to North Dakota CA's safety or other CA work stoppage
- Loss of CA position capabilities

- Performance at each Sprint relay center is monitored continuously 24 hours a day, seven days a week from Sprint's Enhanced Services Operation Control Center (ESOCC) in Overland Park, KS.

Disaster Recovery Procedures

- If the problem is within the relay center serving North Dakota, maintenance can usually be performed by the on-site technician, with assistance from Sprint's ESOCC. If the problem occurs during non-business hours and requires on-site assistance, the ESOCC will page the technician to provide service remedies. Sprint retains hardware spares at each center to allow for any type of repair required without ordering additional equipment (except for complete loss of a center).

Time Frames for Service Restoration

Complete or Partial Loss of Service Due to Sprint Equipment or Facilities

- Sprint Call Center Equipment - A technician is on-site during the normal business day. The technician provides parts and / or resources necessary to expedite repair within two hours. Outside of the normal business day a technician will be on-site within four hours. The technician then provides parts and /or resources necessary to expedite repair within two hours.

- Sprint or Telco Network Facilities - For an outage of facilities directly serving North Dakota, incoming TRS calls will immediately be routed to one of ten other centers throughout the US. No calls will be lost. Repair of fiber or network facilities typically requires less than eight hours.

- Due to Utilities or Disaster at the Center - Immediate rerouting of traffic occurs with any large-scale center disaster or utility failure. Service is restored as soon as the utility is restored, provided the Sprint equipment has not been damaged. If the equipment has been damaged the service restoration for Sprint equipment (above) applies.
- Due to Telco Facilities Equipment - A Telco equipment failure will not normally have a large effect on TRS traffic within the state unless it occurs on Telco facilities directly connected to the call center. In this case, normal Sprint traffic rerouting will apply. For a failure at a telco central office - In (CITY), for example, only local (CITY) residents would be affected until the Telco has performed the necessary repairs. For situations like this, it will be at Sprint's discretion to dispatch a technician. The normal Telco escalation procedures will apply. The Telco escalation process is all during the normal business day; therefore, a trouble may be extended from one day to the next.

Trouble Reporting Procedures

- The following information is required when a North Dakota user is reporting trouble:

  - Service Description "(North Dakota)"
  - Caller's Name

- Contact Number
- Calling to/Calling from (if applicable)
- Description of the trouble

- Service disruptions or anomalies that are identified by North Dakota users may be reported to the Sprint Relay Customer Service 800 number (800-877-0996) at any time day or night, seven days a week. The Customer Service agent creates a trouble ticket and passes the information on to the appropriate member of Sprint's Maintenance Team for action. Outside the normal business day, the ESOCC will handle calls from the Customer Service agents 24 hours a day, 7 days a week. The Maintenance Team recognizes most disruptions in service prior to customers being aware of any problem. Site technicians are on call at each of Sprint's11 TRS Call Centers to respond quickly to any event, including natural disasters.

Mean Time to Repair (MTTR)

- MTTR is defined and detailed in Tables A-1 and A-2:

  - Table A-1 Time to Investigate + Time to Repair + Time to Notify

Time to Investigate	**The time needed to determine the existence of a problem and its scope.**
Time to Repair	**Repair time by Field Operations plus LEC time, if applicable.**
Time to Notify	**From the time repair is completed to the time the customer is notified of repair completion.**

Table A-2 Current MTTR Objectives

Switched Services	**8 Hours**
Private Lines	**4 Hours (electronic failure)**
Fiber Cut	**8 Hours**

- Sprint's Mean Time to Repair is viewed from the customer's perspective. A critical element in the equation is the Time to Notify, because Sprint does not consider a repair complete until the customer accepts the circuit back as satisfactory.

Escalation Procedures

- If adequate results have not been achieved within two hours, a North Dakota user may escalate the report to the next level. Table A-3 details the escalation levels.

Table A-3Escalation Levels

Escalation Level	Contact	Phone
2	**Regional Maintenance Manager**	**Office Phone Number (913) 253-4394 Cell Phone Number Cell Phone 913-484-2263**
3	**Senior Manager, Technical Staff**	**Office Phone Number (913) 253-4396**

Service Reliability

- Sprint's service is provided through an all-fiber sophisticated management control networks support backbone networks with digital switching architecture. These elements are combined to provide a highly reliable, proven, and redundant network. Survivability is a mandatory objective of the Sprint network design. The Sprint network minimizes the adverse effect of service interruptions due to equipment failures or cable cuts, network overload conditions, or regional catastrophes.

- A 100 percent fiber-optic network, with significant fiber miles in North Dakota, provides critical advantages over the other carriers. These advantages include:

  - Quality

  Since voice or data are transmitted utilizing fiber optic technology, the problems of outdated analog and even modern microwave transmission simply do not apply. Noise, electrical interference, weather-impacting conditions, and fading are virtually eliminated.

  - Economy

  The overall quality, architecture, and advanced technology of digital fiber optics makes transmission so dependable that it costs us less to maintain, thereby passing the savings onto our customers.

  - Expandability

  As demand for network capacity grows, the capacity of the existing single-mode fiber can grow. Due to the architecture and design of fiber optics, the capacity of the network can be upgraded to increase 2,000-fold.

  - Survivability

  Network survivability is the ability of the network to cope with random disruptions of facilities and/or demand overloads. Sprint has established an objective to provide 100 percent capability to reroute backbone traffic during any single cable cut. This is a significant benefit to North Dakota, and a competitive differentiation of the Sprint network.

- Currently, Sprint has over 23,000 miles of its fiber network in place and in service, with a fiber point of presence (POP) in every Local Access Transport Area (LATA). The two LATAs in North Dakota are served by one Sprint POPs. There are plans for additional fiber mileage, additional POPs, and added route diversity. There are more than 300 POPs in service on the network. With one POPs in the state, all areas will be adequately serviced by Sprint.

- Switched services are provided via 49 Northern Telecom DMS-250/300 switches at 29 locations nationwide. Three DMS-300s located at New York, NY; Fort Worth, TX; and Stockton, CA, serve as international gateways. The remaining 46 switches provide switching functions for Sprint's domestic switched services. North Dakota would primarily be served by the DMS switches in St. Paul, Minnesota, with other diversely located facilities also serving North Dakota.

- Interconnection of the 49 switches is provided in a non-hierarchical manner. This means that inter-machine trunk (IMT) groups connect each switch with all other switches within the network. Each of these IMT groups is split and routed through the Sprint fiber network over SONET route paths for protection and survivability. As an extra precaution to preclude any call blockage, Dynamically Controlled Routing (DCR) provides an additional layer of tandem routing options when a direct IMT is temporarily busy.

- Reliability is ensured through a corporate commitment to maintain or surpass our system objectives. Beginning with the network design, reliability and efficiency are built into the system. Sprint continues to improve the network's reliability through the addition of new technologies such as Digital Cross-connect Systems, SONET, and Signaling System 7.

- The effectiveness of this highly reliable and survivable network is attributed to the redundant transmission and switching hardware configurations, SONET ring topology, and sophisticated network management and control centers. These factors combine to assure outstanding network performance and reliability for North Dakota.

Network Criteria

System Capacity

- The Sprint network was built with the capacity to support every interLATA and intraLATA call available in the US. With the continuing development of network fiber transmission equipment to support higher speeds and larger bandwidth, the capacity of the Sprint network to support increasing customer requirements and technologies is assured well into the future.

Sprint Outage Notification from *CapTel* Service Center

Performance at the *CapTel* Service Center is monitored continuously by CTI technicians 24 hours a day, seven days a week. Sprint will be notified by the *CapTel* Service Center Manager immediately upon determination of any type of natural or man-made problem that causes either:

- A complete (100 percent) loss of the *CapTel* Service Center, OR
- Any partial loss of service in excess of 15 minutes that is service affecting. Examples of such a loss in service include:
    - An accidental switch rebooting
    - Loss of transmission facilities through the telephone network
    - Terrorist attack
    - Bomb threat or other work stoppage
    - Sudden loss of agent position capabilities.
    - Impact to minimum ASA / Speed of Answer times
    - Acts of God

Contact from the *CapTel* Service Center Manager or designated CTI contact person will be made to the assigned contact people at Sprint immediately upon awareness of an outage meeting the above criteria, 24 hours a day, seven days a week including holidays with the following documentation:

1) What time did the outage happen in CENTRAL TIME?
2) What caused it?
3) Which customers are (or were) impacted?
4) What is (was) the solution to restore service?
5) What is the time that service will be (or was restored by) IN CENTRAL TIME?

Sprint Procedure for Outage Notification to Contract Administrators during Business Hours

Upon receiving notification from CTI during business hours (8AM to 5PM CT), Sprint will have one of the below managers contact the Contract Administrator, depending on availability:

	Point of Contact (POC)	Position	Contact Information:
1	John Moore	Relay Program Management Mgr	P: (925) 468-4345 M: (925) 895-9176 E: John.E.Moore@sprint.com
2	Angela Officer	Relay Program Manager	P: (703) 689-5654 E: Angela.Officer@sprint.com
3	Assigned On-Call Relay Program Manager	Relay Program Manager	Assigned as necessary

Upon receiving notification from CTI, Sprint will assess the problem and contact will be made by email to the Contract Administrator.

In cases of partial loss of service, such as several inoperable CA positions or, local area network outages, the *CapTel* Center on-site technician will notify *CapTel* Service Center to schedule repair. Only those partial losses of service that are service affecting in excess of 15 minutes will be email to the state Contract Administrator.

If the problem is within the *CapTel* Center, maintenance can usually be performed by the on-site technicians. Hardware spares are retailed at the *CapTel* Service center to allow for the most common type of repair required without the ordering of additional equipment.

Sprint Procedure for Outage Notification to Contract Administrators outside of Business Hours

Upon receiving notification from CTI outside of business hours (5PM to 8AM CT, Monday through Friday, and all day Saturday, Sunday and holidays), John Moore (or Angie Officer) will notify Contract Administrators immediately by email of an outage if possible, but by no later than 8AM CT the next business day. Follow-ups and post-mortem will still be provided within the required guidelines.

Disaster Recovery Follow-Up

Upon notifying customers of an outage, Sprint's contact person will provide regular updates from CTI to all customers and internal team members. The follow up will be kept in sync with CapTel Customer Service so that the information shared with customers from CTI is the same as what customers receive from Sprint.

Disaster Recovery Post-mortem documentation

72 hours (3 days) after the outage is resolved, CTI will need to provide a formal written analysis of the outage to the designated Sprint people (outlined above).

Sprint will send a document with the analysis to the Contract Administrator. John Moore will be the primary point of contact for the letter to be shared with customers. If John Moore is not available, then Angie Officer will provide the letter directly to customers.

1) What time did the outage happen in CENTRAL TIME?
2) What caused it?
3) Which customers are or were impacted?
4) What is the solution to restore service?
5) What is the time that service will be or was restored IN CENTRAL TIME?
6) What will *CapTel*, Inc do to prevent this from happening again?

CTI will be available to answer questions from Contract Administrators through Sprint.

Time Frames for Service Restoration

- Complete loss of service due to equipment -

  - Normal business day – A technician is on site during the normal business day. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.

  - Outside of the normal business day – A technician will be on-site within four (4) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.
    - Due to Utilities or Disaster at the Center – Service will be restored as soon as the utility is restored provided the equipment was not damaged. If the equipment was damaged then refer to the timing in the statement previous (Due to Equipment).
    - Due to Telco Facilities Equipment – A technician will be dispatched as necessary. The normal Telco escalation procedures for a partial outage will apply:
    -

  - Two hours at first level
  - Four hours at second level
  - Eight hours at third level

These hours of escalation are all during the normal business day, so a trouble ticket may be extended from one day to the next.

- Partial loss of service – Due to Equipment

  - Normal business day – A technician is on site during normal business hours. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within four (4) hours.

  - Outside of the normal business day – A technician will be on-site within eight (8) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems within four (4) hours.
    - Due to Position Equipment – A technician will be on-site within eight (8) hours, provided there are not enough positions working to process the forecasted traffic volumes. The technician will provide parts and/or resources necessary to expedite repair within 48 hours. If there are enough positions functional to process the forecasted traffic, the equipment will be repaired as necessary by Sprint.
    - Due to Telco Facilities Equipment – A technician will be dispatched as necessary by Sprint. The normal Telco escalation procedures for a partial outage will apply:

  - Eight hours at first level

  - Twenty-four hours at second level

These hours of Telco escalation are all during the normal business day, so a service request may be extended from one day to the next.
Trouble Reporting Procedures (for Individual Customers to Customer Service)

All calls concerning customer service issues should be placed by dialing the *CapTel* Customer Service at 1-888-269-7477 (800-482-2424 TTY) in English only. A Customer Service agent will take information concerning:

- Caller's Name
- Contact Number
- Calling to / Calling from (if applicable)
- Description of the trouble

Report service affecting trouble to Customer Service during normal business hours, 8:00 AM to 5:00 PM Central Time, Monday through Friday. Normal business hours do not include Saturday, Sunday, and holidays.

Escalations of service affecting issues during normal business hours are followed below:

Level	Escalation Procedure during business hours	Point of Contact (POC)	Phone Number
1	CapTel Customer Service	Customer Service Agent	(888) 269-7477 captel@captelmail.com
2	CapTel Customer Service Supervisor	Pam Holmes	(888)-269-7477 Pam.Holmes@captelmail.com
3	Captioned Telephone Inc.'s (CTI) Call Center Director	Pam Frazier Call Center Director	(877) 437-4660 Pam.Frazier@captelmail.com

Table 4 – CapTel Customer Service Escalation Procedures

Hours outside the normal business day are 5:00 PM to 8:00 AM Central Time for every day of the week (Monday through Friday), and all day Saturday, Sunday, and holidays. Outside of normal business day hours, a recording will play and trouble calls can leave a message for customer service to follow up during the next business day.

The recording played to customers outside of CapTel customer service business hours:

> Thank you for calling CapTel customer service. Our hours are Monday through Friday from 8AM to 5PM central time. You may try again during business hours or leave a voice mail message by pressing 3 now.

If the "3" button is pressed, then the customer will hear the following message:

> Thank you for calling CapTel customer service. We are unable to take your call at this time. Please leave a detailed message with your name and phone number with area
>
> code, or email address, and a reason for your call, and one of our representatives will return your call as soon as possible.

Alternative usage for CapTel phone during outage for VCO users.

- *CapTel* phones are equipped with the capability to connect to traditional relay services even in the event that the captioning service is not available.

- In the event that a user cannot reach the captioning center, and the user desires to use any form of available relay to connect their call, the user can dial 711 (user must dial only 711 and not a relay 800 number in order to change to VCO mode) and be connected to the in-state relay call center. Their call will be processed via VCO instead of captions. In VCO mode, no audio from the called party will be processed – just like any other traditional VCO call.

Appendix H: Sprint TRS Standard Features Matrix

Mandatory Features	Description/Benefits	Cost
Answering Machine Retrieval	This feature allows Relay callers to retrieve their answering machine or voice-mail messages through the CA (Relay Agent, Relay Operator, Communication Assistant), referred to in this document as "CA".	No Additional Cost
ASCII Split Screen	The feature enables an ASCII user to communicate with the Relay in full duplex mode. Similar to voice-to-voice conversation, it provides interrupt capability as appropriate for the ASCII user and the voice party.	No Additional Cost
Automated Number Identification (ANI) Technology	ANI is the telephone number of the line initiating a call. The number is identified by the switch and passed over the network to the CA workstation.	No Additional Cost
CA Typing Speed	Text transmission of 60 wpm.	No Additional Cost
CA 10-minute In-call replacement	CAs are required to stay with a TRS call for a minimum of 10 minutes and with a STS call for minimum of 15 minutes.	No Additional Cost
Caller ID	Caller ID featuring SS7 technology is used to deliver the ten digit phone number of the calling party, when not blocked through the LEC for local and toll calls.	No Additional Cost
Call Response Time	Call response time is measured from the time it takes the call to hit the CA position from the Relay Center call controller switch. Sprint will adhere to the State's requirements regarding answer time.	No Additional Cost
Background Noises	During the call, TTY callers will be informed of background noises through CA's tying in parenthesis.	No Additional Cost
Beepers and Pagers	Sprint provides functionally equivalent pager calls, which are made to beepers and pagers, interactively and non-interactively. Calls are relayed between interactive paging services and the Relay users. For non-interactive paging services, calls are made to leave specific numeric information to accomplish those calls.	No Additional Cost
Branding of Call Type - Temporary	This feature refers to the system's ability to answer an incoming call based on the previous call in the caller's communication mode (TTY, Voice, ASCII, VCO, HCO, Spanish, Turbo Code, Deaf-Blind).	No Additional Cost
Branding of Call Type – Permanent	This feature refers to the system's ability to brand the caller's preferred communication mode – TTY, Voice, ASCII, VCO, HCO, Spanish, Turbo Code, Deaf-Blind – permanently.	No Additional Cost
Carrier-of-Choice	This feature allows Relay callers to choose their preferred Carrier for interstate/international and in some cases intra-island calls.	No Additional Cost
Cellular/PCS Phone Access	Allows Relay Cellular customers to reach the Relay 800 number(s) to complete Relay calls.	No Additional Cost
Custom Calling Services	Through the Customer Database feature, this feature allows Relay callers to have traditional LEC services i.e. frequently called numbers.	No Additional Cost
Customer Database	Allows Relay callers to enter specific information in a profile i.e. Carrier-of-Choice, emergency numbers, last number redial, customer notes, frequently dialed numbers, etc. to expedite their call set-up time.	No Additional Cost

Mandatory Features	Description/Benefits	Cost
Name and Address	This information could save valuable time when calling emergency services.	No Additional Cost
Long Distance profile	Callers' preferred Carrier for in-State and out-of-state long distance calls. Callers can also indicate their preferred billing option when placing long distance calls.	No Additional Cost
Frequently Dialed Numbers	This feature allows users to set up and access "speed dial" calls through the Relay.	No Additional Cost
Outdial Information	This feature allows the CA to be aware as to how the caller answers the phone and which language type they will communicate in.	No Additional Cost
Customer Notes	This feature informs the CA of special requests to handle calls i.e. "do not announce the service", preferred CA gender, etc.	No Additional Cost
Outdial Restrictions	Callers may restrict the type of call i.e. long distance, international, 900, etc. to be placed through the Relay.	No Additional Cost
Emergency Numbers	Callers may enter emergency numbers such as fire, doctor, police, etc. to expedite the emergency call processing.	No Additional Cost
Customized 800 Access	Each State has dedicated Relay 800 numbers to access the Relay service.	No Additional Cost
Deaf-Blind Pacing (Slow-typing)	This feature provides functionality that automatically slows the transmission of data to Deaf-Blind users. The default speed is 15 wpm and the speed can be increased at the caller's request in 5-wpm increments.	No Additional Cost
Delayed Call Announcer	Sprint sends a delayed call announcer when the call is not answered within 30 seconds. The feature alerts Relay callers that they are on-line and on hold for next available CA.	No Additional Cost
Dialed Number Verification	This feature echoes the number being outdialed and the call type in the TTY Dial string macro. This feature helps TTY callers know if a number has been misdialed and the type of call they are placing.	No Additional Cost
Directory Assistance (Intrastate/Interstate)	This feature allows Relay callers to reach Directory Assistance at rates no greater than that of traditional voice users. When the number is obtained, the caller may choose to place the call through the Relay or dial direct.	No Additional Cost
Emergency Assistance	This service provides emergency assistance for Relay callers through Sprint's E911 database and/or their Customer Database profile.	No Additional Cost
Enhanced Modems	Sprint's TRS modems support enhancements in ASCII communication protocols. The capabilities of Sprint's modems include auto detection; connections with modems up to 14.4k; and faster ASCII detection (3 seconds).	No Additional Cost
Error Correction	Sprint Relay workstations are equipped with the Error Correction capability to automatically correct common typographical errors and spell out abbreviations, while increasing typing speed and reducing conversational minutes.	No Additional Cost
Gender ID	This feature provides the gender of CAs in the TTY greeting macro.	No Additional Cost

Mandatory Features	Description/Benefits	Cost
Hearing-Carry-Over (HCO)	HCO allows speech-disabled or mute users with normal hearing to listen to the person they are calling. The HCO user types his/her conversation for the CA to read and voice to the standard (voice) telephone user.	No Additional Cost
HCO-HCO	HCO users can contact HCO users through the Relay. The CA will voice to both parties what is typed on each user's TTY.	No Additional Cost
HCO Permanent Branding	The permanent branding enables HCO callers to listen during call set-up. The HCO brand greeting macro is: [STATE] RELAY 1234F YOU MAY HEAR VOICE OR USE TTY GA	No Additional Cost
HCO-TTY	HCO users can contact TTY users through the Relay. HCO users can listen while the CA is reading/voicing the TTY user's typed message. The HCO user types their conversation directly to the TTY user.	No Additional Cost
Voice-Carry-Over (VCO)	VCO allows Deaf or Hard-of-Hearing people who prefer to use their own voice to speak directly to the party they are calling. The CA types the voiced responses back to the VCO user who can read the typed messages across the TTY screen.	No Additional Cost
Two-line VCO	This feature allows VCO callers with two telephone lines to use one line to speak directly to the hearing person while the other line is used to receive the CA's typed responses simultaneously. Two-Line VCO offers a more natural flow of conversation without pauses required with single line calls.	No Additional Cost
Reverse 2-Line VCO	This feature is similar to Two-line VCO. In R2LVCO, a VCO user receives a call from a voice user first then dials/connects the Relay CA.	No Additional Cost
VCO-HCO	VCO users can contact HCO users through the Relay. The VCO user speaks directly to the HCO user and the HCO user types their conversation directly to the VCO user.	No Additional Cost
VCO-VCO	VCO users can contact other VCO users through the Relay. The CA listens to VCO users speak and type the spoken words for the parties at both ends.	No Additional Cost
VCO-TTY	VCO users can contact TTY users through the Relay. The VCO user can use his/her own voice and the CA will listen to the VCO caller's spoken words then type the message to the TTY user. The TTY user types directly to VCO user without any CA interaction.	No Additional Cost
VCO w/ Privacy/NO GA	This is similar to the standard VCO feature however; the CA will not hear the VCO caller speaking through the Relay. The CA will only type voiced responses back to the VCO user.	No Additional Cost
VCO Permanent Branding	This feature enables VCO callers to set-up the call without typing. The permanent VCO brand greeting macro would be: [STATE] RELAY 1234F VOICE (OR TYPE) NOW GA	No Additional Cost
Inbound International	From any international destinations outside of United States, callers can reach the Relay through Sprint's international inbound 10-digit number- 605-224-1837.	No Additional Cost
Intelligent Call Router	Dynamic Call Routing technology automatically and seamlessly routes Relay calls to the first available English or Spanish CA in the network.	No Additional Cost
Intercept Message	This feature provides intercept messages in voice and TTY in event of system failure occurrence within the Relay switch, Center, or outbound circuits.	No Additional Cost

Mandatory Features	Description/Benefits	Cost
Last Number Redial	Relay users can request the CA to redial their last number. Sprint TRS is designed to store the user's last number dialed and it is dialed upon the user's command, "LAST NUMBER REDIAL PLS GA" OR "LNR GA".	No Additional Cost
Local/Extended Area Service	Callers who subscribe to extended area service plans will receive equivalent service through the Relay.	No Additional Cost
Machine Recording Capabilities	This feature reduces redials when CAs receive audio-text interaction machines. In most cases, it allows the callers to receive all of the information on the first call and eliminates the number of redials.	No Additional Cost
Restricted 800/888/877/866/855	This feature allows Relay callers to reach regionally restricted or regionally directed 800/888/877/866/855 toll-free numbers.	No Additional Cost
Spanish-to-Spanish	Sprint offers Spanish Services, which offers Spanish-to-Spanish Relay service, which are handled by proficient bilingual (Spanish) CAs. Their workstations are modified to provide macros and other functions to the caller in Spanish.	No Additional Cost
Speech Disabled Indicator	The command "S" typed by a Speech-Disabled person would inform the CA that a Speech-Disabled person is on the line.	No Additional Cost
Speech-to-Speech	This service enables Speech-Disabled customers to use their voice, with assistance from CA if necessary, to communicate with each other through the Relay.	No Additional Cost
Text/Voice Transmission	This feature offers the ability to toggle between inbound TTY, ASCII, TurboCode™, and Voice calls.	No Additional Cost
Toll Discounts	When calls are carried over the Sprint network, intrastate calls are typically discounted by 35% Day, 25% Evening, and 10% Night/ Weekend off intrastate MTS rates and interstate calls are discounted by 50% off interstate MTS rate. State specific requirements may result in a change to the standard discounts.	No Additional Cost
Transfer Gate capabilities	Sprint's system has the capability of transferring Relay callers to English TTY Operator Service and Relay 24-hour Customer Service.	No Additional Cost
TRS Customer Service	Relay users can reach Sprint's TRS Customer Service, which is available 24 hours-a-day, 7 days-a-week to request information, or to offer commendations and submit complaints. The toll-free number is: 1-800-676-3777 TTY/Voice/ASCII/Spanish.	No Additional Cost
TTY Operator Services (OSD)	Sprint's TTY Operator services can complete TTY-to-TTY calls; obtain Directory Assistance information; or receive credit for erroneous billing. The toll-free number is: 1-800-855-4000.	No Additional Cost
TurboCode™	This feature allows enhanced baudot transmission speed up to 110 words-per-minute. It enables TTY callers with TurboCode™ capability to interrupt during the transmission of the call.	No Additional Cost
Variable Time Stamp Macro	This feature (macro) enables Relay callers to know when their called party had disconnected and relays the last spoken words.	No Additional Cost
Voice Call progression	This system upgrade allows Voice or HCO callers to listen during call set-up i.e. ringing, busy.	No Additional Cost
Voice Gender ID	This feature (macro) informs the outbound TTY caller the gender of their caller.	No Additional Cost

Mandatory Features	Description/Benefits	Cost
Pay-Per-Call	Sprint provides access to Pay-Per-Call Services (900) via a toll-free 900 number which observes LEC restrictions so that customers do not have to register blocks with the Relay.	No Additional Cost
7-1-1	With cooperation of Local Exchange Companies, the Relay can accept 711 calls.	No Additional Cost

- Sprint understands that a change of CAs can interrupt the natural call flow. Therefore, Sprint strives to keep the same CA dedicated to each call. Sprint will ensure that the CA remains on the call for at least 10 minutes (or 15 minutes for Speech-to-Speech call). If a change of CA is unavoidable, CAs are trained to make this transition as smoothly as possible and will inform both parties.

- A CA change may occur for the following reasons:

  - Customer requests change of CA
  - End user verbal abuse of CA or obscenity towards CA
  - The call requires a specialist (Speech to Speech, another language)
  - Illness
  - Potential conflict of interest (i.e. the CA identifies an end user as a family member or friend)

- In instances where it is necessary to change CAs, a second CA will plug in their headset at the position and watch the call for several minutes in order to assess the "spirit" of the call and make the transition smoother. After several minutes of observation, the second CA will wait until the voice person stops speaking and all conversation has been relayed and will then type to the TTY user:

(CA# CONTINUING UR CALL).

- The CA will say to the non-TTY user:

"THIS IS CA # CONTINUING YOUR CALL."

- During initial training, trainees are required to practice this procedure. In addition, a training video was developed that clearly shows the procedure and how to ensure it is as smooth as possible.

Appendix J: FCC TRS Mandatory Minimum Standards & Compliance Matrix

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
	Provision of Services	
δ 64.603	Each common carrier providing telephone voice transmission services shall provide, not later than July 26, 1993, in compliance with the regulations prescribed therein, throughout the area in which it offers services, telecommunications relay services, individually, through designees, through a competitively selected vendor, or in concert with other carriers.	Sprint has been a TRS provider since September 1, 1990. As of July 1, 2004, Sprint provides TRS to 32 States, the Federal Government, Common wealth of Puerto Rico, and three resellers.
	Speech-to-speech relay service shall be provided by March 1, 2001.	Sprint was the first TRS provider to offer Speech-to-speech relay service (California, 1996).
	Interstate Spanish language relay service shall be provided by March 1, 2001.	Sprint was the first TRS provider to offer intrastate and interstate Spanish services (Texas, 1991). As a standard offering of TRS, Sprint provides Spanish services to the States. Sprint also is the only TRS provider to offer Spanish-speaking Customer Service.
	In addition, not later than October 1, 2001, access via the 711 dialing code to all relay services as a toll free call.	Sprint fully implemented 711 accesses for all of its States on October 1, 2001. Sprint Local and wireless divisions have implemented 711 access on September 15, 2001.
	Operational Standards	
δ 64.604 A.1	Communications Assistant (CA) Competency Skills	
	CAs are to be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.	Sprint requires that all CAs have a high school graduate equivalency as a minimum qualification for the job.
	CAs must be competent skills in typing, grammar, spelling, and interpretation of typewritten ASL, familiarity with hearing and speech disability cultures, languages, and etiquette.	All CAs are tested and evaluated to ensure Relay skills meet the following FCC Guidelines. CA training provides familiarity with hearing, deaf, and Speech-Disabled cultures and ASL translation.
	Typing Speed - 60 WPM with technological aids	Each Sprint CA is required to take the 60 WPM typing test quarterly (four times a year).
	Oral-to-type tests	Sprint administers Oral-to-type tests.

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
	VRS 'qualified' Interpreters	Sprint VRS interpreters are qualified interpreters that adhere to RID Code of Ethics.
δ 64.604 A.2	Confidentiality & Conversation Context CAs are prohibited from disclosing the content of any relayed conversation regardless of content Certain exceptions are provided for Speech-to-Speech calls. CAs are prohibited from intentionally altering a relayed conversation and must relay all conversation verbatim unless specifically requested to do otherwise	CAs are trained and evaluated to ensure all aspects of confidentiality are maintained and conversational context is properly provided. Sprint CAs are prohibited from disclosing any call content. STS CAs are permitted to retain info from a call in order to facilitate the completion of consecutive subsequent calls. CAs relay calls verbatim and do not alter relayed conversation. During the annual merit reviews, each CA reviews the confidentiality and code of ethics with his/her team supervisor.
δ 64.604 A.3	Types of Calls CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services. TRS shall be capable of handling any type of call normally provided by common carriers.	CAs process all calls and never prohibit sequential calls or limit length of calls. Sprint TRS is capable of handling all call types normally provided by common carriers
δ 64.604 A.4	Handling of Emergency Calls Providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate PSAP. A CA must pass along the caller's number to the PSAP when a caller disconnects before being connected to emergency services.	Via E911 database, Sprint automatically and immediately connects the caller to an appropriate PSAP. CAs pass along the caller's number to the PSAP when the caller disconnects prior to be connected to the emergency service.
δ 64.604 A.5	In-call Replacement of CAs CAs answering and placing a TTY-based TRS or VRS call must stay with the call for a minimum of 10	TRS and VRS CAs stay on the call for a minimum of 10 minutes.

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
	minutes. STS CAs – 15 minutes.	STS CAs stay on the call for a minimum of 15 minutes.
δ 64.604 A.6	CA Gender Preferences TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.	Sprint users are able to request the gender of the CA. Sprint makes every effort to satisfy this request and to maintain the same gender during transfers.
δ 64.604 A.7	STS Called Numbers STS users must be provided the option to maintain a list of names and phone numbers that the STS user calls. When the STS user requests one of these names, the CA must repeat it and state the phone number to the STS user. This information must be transferred to any new provider.	Sprint offers STS users the option of maintaining a list of names and phone numbers. When the STS user requests a name, the STS CA will repeat the name and the number to user. Sprint will provide the STS user information to any new provider.
Technical Standards		
δ 64.604 B.1	ASCII & Baudot TRS shall be capable of communicating with ASCII & Baudot format at any speed generally in use.	Sprint TRS communicates with Baudot and ASCII in all speeds that are generally in use. The following Baudot codes are available on Sprint TRS' platform: Baudot 45.5, Baudot 50, Turbo Code, and E Turbo Code.
δ 64.604 B.2	Speed of Answer TRS shall include adequate staffing to ensure 85% of all calls answered within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. Abandoned calls shall be included in the speed-of-answer calculation. Speed of Answer is to be measured on a daily basis. The system shall be designed to a P.01 standard.	Sprint ensures that 85% of all calls are answered within 10 seconds and that caller's calls are immediately placed. Sprint does not put calls in a queue or on hold. Abandoned calls are included in the speed-of –answer calculation. Speed of Answer is measured on a daily basis. Sprint's system is designed to the P.01 standards.

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
δ 64.604 B.3	Equal Access to IXCs TRS users shall have access to their chosen IXC carrier through the TRS and to all other operator services, to the same extent that such access is provided to voice users.	Sprint provides users with access to their IXC carrier through the Sprint Carrier of Choice program allowing for the same access that is provided to voice users.
δ 64.604 B.4	TRS Facilities TRS shall operate everyday, 24 hours a day. TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use. Adequate network facilities shall be used in conjunction with TRS.	Sprint TRS is available 24 hours a day, everyday. Sprint has redundancy features that provide functional equivalency, including uninterruptible power for emergency use. Sprint's network facilities are sufficient to ensure that the probability of a busy response due to loop trunk congestion is functionally equivalent to what a voice caller would experience.
δ 64.604 B.5	Technology No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecomm to people with disabilities. VCO & HCO technology are required to be standard features of TRS.	Sprint is the nation's leader in the development and offering of technological features for TRS. Sprint has introduced over fifty key product enhancements including Split Screen ASCII, Customer Database, Turbo Code, E Turbo Code/Dial Through, Gated VCO, Voice call progression. Sprint provides VCO and HCO technology as standard features as well as several variations on these technologies.
δ 64.604 B.6	Voicemail & Interactive Menus CAs must alert the TRS user to the presence of a recorded message & interactive menu thru a hot key on the CA's terminal. TRS providers shall electronically capture recorded messages & retain them for the length of the call, & may not impose any charges for additional calls that must be made by the user in order to complete	CAs keep the user informed and notify of the presence of recorded messages and interactive menus. CA positions have hot key functionality that electronically capture recorded messages and retain them for the length of the call. Sprint does not charge for any additional calls necessary to complete call involving recorded or interactive menus.

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
	calls involving recorded or interactive messages. TRS will handle pay-per-calls.	Sprint was the first provider to process pay-per-calls (Texas, 1996).
	Functional Standards	
δ 64.604 C.1	Consumer Complaint Logs States must maintain a log of complaints including all complaints about TRS to include minimum include the date the complaint was filed, the nature of the complaint, the date of resolution and an explanation of the resolution. States & TRS providers shall submit to the FCC by July 1 of each year, summaries of logs indicating the number of complaints received for the 12-month period ending May 31.	Sprint maintains a log of all complaints. The log includes all of the required fields including the date, the nature, the date of resolution, and the explanation of resolution. Sprint provides summaries of the logs, which indicate the number of complaints received for a 12-month period ending May 31st. Sprint has submitted annual summary of Consumer Complaints log report: June 1, 2002-May 31, 2003 June 1, 2003-May 31, 2004 June 1, 2004–May 31, 2005 June 1, 2005-May 31, 2006 June 1, 2006-May 31, 2007
δ 64.604 C.2	Contact Persons States must submit to the FCC a contact person or office for TRS consumer information and complaints about intrastate TRS.	Sprint provides full support, including a primary point-of-contact, to contract administrators to meet FCC requirements.
δ 64.604 C.3	Public Access to Info Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions, in phone directories, DA services, & incorporation of TTY numbers in phone directories, shall assure that callers are aware of all forms of TRS.	Sprint follows all FCC requirements for public access to information and publishes in directories, brochures and billing inserts, instructions for TRS including 711 access in phone directories, DA services and the incorporation of TTY numbers in phone directories to assure that callers are aware of all forms of

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
		TRS.
	Conduct ongoing education and outreach programs to publicize availability of 711 access.	Sprint regularly provides 711 dialing information in its education and outreach programs.
δ 64.604 C.4	Rates TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.	Sprint TRS users pay rates no greater than the rates paid for functionally equivalent voice communication services.
δ 64.604 C.5	Jurisdictional Separation of Costs (i) General, where appropriate, costs of providing TRS shall be separated in accordance with the jurisdictional separation procedures and standards set for in the Commission's regulations (ii) Cost recovery, Costs caused by interstate TRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism (iii) Telecommunications Relay Services Fund – To be administered by the National Exchange Carrier Association, Inc. (NECA)	(i) Sprint follows FCC requirements in the jurisdictional separation of costs. (ii) Interstate TRS is recovered from all subscribers for every interstate service utilizing the shared-funding cost recovery mechanism. (iii) Sprint works with NECA for reimbursement of interstate minutes.
δ 64.604 C.6	Complaints (i) Referral of complaint, (ii) Intrastate complaint resolution, (iii) Jurisdiction of Commission, (iv) Interstate complaint resolution, (v) Complaint Procedures	The Sprint TRS Customer Contact process is fully compliant with all FCC Requirements.

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
δ 64.604 C.7	Treatment of TRS Customer Info Future contacts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service, and shall not be sold, distributed, shared or revealed in any other way by the relay provider or its employees, unless compelled to do so by lawful order.	Sprint transfers TRS customer profile data to incoming TRS vendors. The data is provided in usable form at least 60 days prior to the last day of service and is not sold, distributed, shared or revealed in any other way by Sprint, or Sprint employees.
δ 64.605	State Certification Per FCC's Public Notice on TRS State Re-certification released 5/1/02, the FCC requests an application be submitted through State's Office of the Governor or other delegated executive office empowered to provide TRS.	Sprint provides each Sprint TRS state a re-certification packet and assists in the re-certification process.
Availability of SS7 Technology to TRS Facilities Transmittal of Calling Party Information	Concluded that TRS providers should have access to SS7 or similar technology to make Caller ID and other benefits available and facilitate provision of TRS. (¶16) Concluded that TRS providers are required to observe FCC's rules pertaining to Caller ID and call blocking services. (¶22) Concluded that when a TRS facility is able to transmit any identifying information to the network, the TRS facility must pass through, to the called party, the number of TRS facility, 711, or, if possible, the 10-digit number of the calling party. The identifying information passed through the TRS facility to the called party is to be determined by the TRS Provider.(¶25)	Sprint's SS7 platform supports Caller ID services. Sprint complies with all FCC rules pertaining Caller ID and call blocking services. Sprint's SS7 platform transmits the 10-digit number for local and toll calls. Sprint's SS7 platform also will recognize the ID blocking indicators.
Types of Calls	Concluded that the following call types are adopted as mandatory minimum standards of TRS. Two Line VCO Two Line HCO HCO-to-TTY HCO-to-HCO VCO-to-TTY	Sprint has provided the VCO and HCO calling combinations since 1996.

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
	VCO-to-VCO This requirement is waived for Internet Relay and Video Relay Services through December 31, 2007. (¶36)	
Handling of Emergency Calls	Required that all TRS facilities be able to pass emergency callers to the appropriate PSAP within twelve months of publication of this Order in the Federal Register (8/24/03). (¶42) This requirement has been waived for Internet Relay and Video Relay Services. (under separate Orders for SRO and VRS)	Sprint immediately connects emergency callers to an "appropriate" PSAP as defined by the FCC.
Answering Machine Message Retrieval	This feature allows a TTY user to retrieve voice messages left on his or her voice mailbox or voice answering machine by an incoming call from a third party. Concluded that the answering machine retrieval to be provided on interstate and intrastate basis by 8/24/03. (¶62)	Sprint has provided the Answering Machine Retrieval since 1996.
Call Release	Call release allows a CA to set up a TTY-to-TTY call that once set up does not require the CA to relay the relay the conversation. Ruled that once the CA signs off, or be "released," after the two TTY parties are connected, at this point, the call ceases to be a TRS call subject to the per-minute reimbursement." (¶68) This requirement is waived for Internet Relay and Video Relay Services.(¶76)	Sprint has provided the Call Release feature since 2003. Once a call is "released" from the CA workstation, the call is no longer a relay call and accordingly will not be charged to the state customer.
Speed Dialing	Speed dialing allows users to manually store a list of telephone numbers with designated speed dialing codes in the TRS user's consumer profile. This requirement is waived for Internet Relay and Video Relay Services.(¶76)	Sprint has provided Speed Dialing or Frequent Dialed Numbers feature since September 1, 1996.

FCC Order Ref. 90-571	FCC Requirement	Sprint's Commitment
Three-way Calling	Three-way calling feature is generally arranged in one of two ways. (¶73) 1. The TRS consumer may request that the CA set up the call with two other parties or; 2. The second way is to set up a three-way call is for TRS user to connect to two telephone lines at the same time from his or her premises by using the telephone's switch hook (or "flash") button. This requirement is waived for Internet Relay and Video Relay Services.(¶76)	Sprint has supported three-way calling capabilities, from the customer's premises, since September 1, 1995.

Appendix K: FCC CapTel Mandatory Minimum Standards & Compliance Matrix

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
	Provision of Services		
δ 64.603	Each common carrier providing telephone voice transmission services shall provide, not later than July 26, 1993, in compliance with the regulations prescribed therein, throughout the area in which it offers services, telecommunications relay services, individually, through designees, through a competitively selected vendor, or in concert with other carriers. Speech-to-speech relay service shall be provided by March 1, 2001. Interstate Spanish language relay service shall be provided by March 1, 2001. In addition, not later than October 1, 2001, access via the 711 dialing code to all relay services as a toll free call.	The Communications Act defines TRS as "telephone transmission services that provide the ability for an individual who has hearing or speech impairment to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing impairment or speech impairment to communicate using voice communication services by wire or radio." Since TRS calls handled via captioned telephone VCO service fall squarely within this definition – i.e. they allow communications between persons with hearing or speech disabilities and persons without such disabilities – we conclude that captioned telephone VCO service falls within statutory definition of TRS. (¶7)	Sprint has been a CapTel provider, on trial basis, since May 1, 2002. On January 1, 2004, Sprint successfully converted CapTel trial into a FCC-complaint CapTel service, first -ever in the TRS Industry. Speech-to-speech relay service for CapTel is waived by FCC. See Section 64.604 A.3. Sprint is also the first CapTel provider to offer intrastate and interstate Spanish services on January 1, 2004. Sprint is able to process inbound 711 calls to include access to CapTel services.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
		Operational Standards	
δ 64.604 A.1	Communications Assistant (CA) Competency Skills	Requirement applies.	Sprint requires that all CapTel CAs have a high school graduate equivalency as a minimum qualification for the job.
	CAs are to be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.	Use of CapTel's voice recognition software "is a permissible means …for achieving the CA's competency skills required by the TRS mandatory minimum standards" (¶39).	All CapTel CAs are tested and competent in typing, grammar, and spelling to ensure skills meet the following FCC Guidelines. CapTel CA training provides familiarity with hearing, deaf, and Speech-Disabled cultures.
	CAs must have competent skills in typing, grammar, spelling, and interpretation of typewritten ASL, familiarity with hearing and speech disability cultures, languages, and etiquette.	Waived. Interpreting typed ASL is not applicable.	A captioned telephone user does not type in making a call, therefore is never the opportunity for the CA to have to interpret typewritten ASL
	Typing Speed - 60 WPM with technological aids	Use of voice recognition technology in the provision of CapTel VCO service "is a permissible means for … enhancing transmission speed…"(¶39)	CapTel's voice recognition technology transmits above 100 WPM.
	Oral-to-type tests	Waived. Permits use of Oral-to-text tests instead.	Oral to text tests are given to all CapTel CAs
δ 64.604 A.2	Confidentiality & Conversation Context		
	CAs are prohibited from disclosing the content of any relayed conversation regardless of content.	Requirement applies.	CapTel CAs are trained and evaluated to ensure all aspects of confidentiality are maintained and conversational context is properly provided.
	CAs are prohibited from intentionally altering a relayed conversation and must relay all conversation verbatim unless specifically requested to do otherwise.	Requirement applies.	CapTel CAs are prohibited from intentionally altering a relayed conversation and will relay all conversation verbatim.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 A.3	Types of Calls		
	CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.	Waived for outbound calls (¶ 46) because the CapTel CA is not involved in call set up and cannot refuse the call (¶46)	CapTel users dial sequential calls directly therefore there is no way for a CapTel CA to refuse sequential calls or limit length of calls.
		Not waived for inbound calls to a CapTel user made through a TRS facility. However, if call is made directly to the captioned telephone access number no set up is involved and the CapTel CA cannot refuse to call (¶46).	CapTel will not refuse single or sequential inbound calls or limit the length of calls utilizing the service. If an inbound call is made to a captioned telephone user via the captioned telephone access number, set-up is automatic, and thus there is no way for a CA to refuse the call.
	TRS shall be capable of handling any type of call normally provided by common carriers and can decline calls if credit card authorization is denied.	Requirement applies. Note: The requirement to provide 711 dialing is waived for outbound calls made from a CapTel phone. Inbound 711 calling waived for one year (8/1/03 – 7/31/04). Also STS and HCO are waived (¶29).	CapTel is capable of handling all call types normally provided by common carriers.
δ 64.604 A.4	Handling of Emergency Calls		
	Providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to the nearest PSAP.	Requirement applies.	CapTel user dials 9-1-1. Sprint will route the call directly to the most appropriate PSAP.
	A CA must pass along the caller's number to the PSAP when a caller disconnects before being connected to emergency services.	Requirement applies.	The 911 PSAP center will receive the caller's Automated Number Identification and Automated Locator Identification. If the call is disconnected, the 911 center will call the CapTel user back.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 A.5	In-call Replacement of CAs CAs answering and placing a TTY-based TRS or VRS call must stay with the call for a minimum of 10 minutes.	Requirement applies.	CapTel CAs stay on all calls for a minimum of 10 minutes.
δ 64.604 A.6	CA Gender Preferences TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.	Waived. (¶ 36, 47-48).	
δ 64.604 A.7	STS Called Numbers STS users must be provided the option to maintain a list of names and phone numbers that the STS user calls. When the STS user requests one of these names, the CA must repeat it and state the phone number to the STS user. This information must be transferred to any new provider.	Waived. (¶29)	
	Technical Standards		
δ 64.604 B.1	ASCII & Baudot TRS shall be capable of communicating with ASCII & Baudot format at any speed generally in use.	Waived. (¶53-54)	

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 B.2	Speed of Answer		
	TRS shall include adequate staffing to ensure 85% of all calls answered within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold.	Requirement applies Requirement applies.	Sprint CapTel ensures that 85% of all calls are answered within 10 seconds and that caller's calls are immediately placed. Sprint does not put calls in a queue or on hold.
	Abandoned calls shall be included in the speed-of-answer calculation.	Requirement applies.	Abandoned calls are included in the speed-of –answer calculation.
	Speed of Answer is to be measured on a daily basis. The system shall be designed to a P.01 standard.		Sprint CapTel system is designed to a P.01 standard or greater measured on a daily basis.
δ 64.604 B.3	Equal Access to IXCs		
	TRS users shall have access to their chosen IXC carrier through the TRS and to all other operator services, to the same extent that such access is provided to voice users.	Requirement applies.	CapTel users will be able to choose their IXC carrier through the CapTel Carrier of Choice program allowing for the same access that is provided to voice users.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 B.4	TRS Facilities TRS shall operate everyday, 24 hours a day. TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use. Adequate network facilities shall be used in conjunction with TRS.	FCC noted that CapTel is not a mandated service but stated that CapTel is a form of enhanced VCO service. It allowed interstate reimbursement from the Interstate TRS Fund. For a provider to be eligible for reimbursement from the Interstate TRS Fund for the provision of TRS, the provider must either meet the mandatory minimum standards or request and receive waivers of the standards. (¶ 22, 24) State TRS programs, of course, are free to offer this service and to reimburse providers of intrastate captioned telephone VCO service. (¶ 22).	Sprint CapTel is available 24 hours a day, everyday. Sprint CapTel has redundancy features that provide functional equivalency, including uninterruptible power for emergency use. Sprint CapTel network facilities are sufficient to ensure that the probability of a busy response due to loop trunk congestion is functionally equivalent to what a voice caller would experience.
δ 64.604 B.5	Technology No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecomm to people with disabilities. VCO & HCO technology are required to be standard features of TRS.	FCC acknowledged that CapTel is an enhanced VCO service of TRS (¶ 44). Waived for HCO. (¶ 29)	Sprint is the nation's leader in the development and offering of technological features for TRS.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 B.6	Voicemail & Interactive Menus CAs must alert the TRS user to the presence of a recorded message & interactive menu thru a hot key on the CA's terminal. TRS providers shall electronically capture recorded messages & retain them for the length of the call, & may not impose any charges for additional calls that must be made by the user in order to complete calls involving recorded or interactive messages. TRS will handle pay-per-calls.	Requirement applies. Requirement applies.	CapTel user both hears and interacts directly with the recorded message and makes the selections as requested by the interactive menu. The CapTel user is alerted to the presence of a recording by hearing the recording and seeing the captions of the recording as the message is played. CapTel users can replay messages as required until the message is both heard and read as captions. The user can stay on the line as long as desired until the message is heard in its entirety or replayed. This is requested by the user directly. The CapTel user interacts with the recorded message system directly. This is treated as one call. Sprint CapTel supports pay-per-call call types.
Functional Standards			

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 C.1	Consumer Complaint Logs States must maintain a log of complaints including all complaints about TRS to include minimum include the date the complaint was filed, the nature of the complaint, the date of resolution and an explanation of the resolution. States & TRS providers shall submit to the FCC by July 1 of each year, summaries of logs indicating the number of complaints received for the 12-month period ending May 31.	Requirement applies.	Sprint CapTel maintains a log of all complaints. The log includes all of the required fields including the date, the nature, the date of resolution, and the explanation of resolution. Sprint CapTel provides summaries of the logs, which indicate the number of complaints received for a 12-month period ending May 31st.
δ 64.604 C.2	Contact Persons States must submit to the FCC a contact person or office for TRS consumer information and complaints about intrastate TRS.	Requirement applies.	Sprint CapTel provides full support, including a primary point-of-contact, to contract administrators to meet FCC requirements.
δ 64.604 C.3	Public Access to Info Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions, in phone directories, DA services, & incorporation of TTY numbers in phone directories, shall assure that callers are aware of all forms of TRS. Conduct ongoing education and outreach programs to publicize availability of 711 access.	Requirement applies.	Sprint follows all FCC requirements for public access to information and publishes in directories, brochures and billing inserts, instructions for TRS including 711 access in phone directories, DA services and the incorporation of TTY numbers in phone directories to assure that callers are aware of all forms of TRS.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 C.4	Rates TRS users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.	Requirement applies.	CapTel users pay rates no greater than the rates paid for functionally equivalent voice communication services.
δ 64.604 C.5	Jurisdictional Separation of Costs (i) General, where appropriate, costs of providing TRS shall be separated in accordance with the jurisdictional separation procedures and standards set for in the Commission's regulations (ii) Cost recovery, Costs caused by interstate TRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism (iii) Telecommunications Relay Services Fund – To be administered by the National Exchange Carrier Association, Inc. (NECA)	Requirement applies.	(i) Sprint follows FCC requirements in the jurisdictional separation of costs. (ii) Interstate CapTel is recovered from all subscribers of interstate services (iii) Sprint works with NECA for reimbursement of interstate minutes.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
δ 64.604 C.6	Complaints (i) Referral of complaint, (ii) Intrastate complaint resolution, (iii) Jurisdiction of Commission, (iv) Interstate complaint resolution, (v) Complaint Procedures	Requirement applies.	The Sprint CapTel Customer Contact process is fully compliant with all FCC Requirements.
δ 64.604 C.7	Treatment of TRS Customer Info Future contacts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service, and shall not be sold, distributed, shared or revealed in any other way by the relay provider or its employees, unless compelled to do so by lawful order.	Requirement applies.	Sprint transfers CapTel customer data to incoming CapTel vendors. Customer information that is normally contained in a TRS profile is not required for CapTel as the CA is anonymous to the call and the CapTel user talks directly to the called party. The data is provided in usable form at least 60 days prior to the last day of service and is not sold, distributed, shared or revealed in any other way by Sprint, or Sprint employees unless Sprint is compelled by legal process to provide such information.
δ 64.605	State Certification Per FCC's Public Notice on TRS State Re-certification released 5/1/02, the FCC requests an application be submitted through State's Office of the Governor or other delegated executive office empowered to provide TRS.	Requirement applies.	Sprint provides each Sprint TRS state a re-certification packet and assists in the re-certification process.

Availability of SS7 Technology to TRS Facilities	Concluded that if a TRS provider is able to transmit any calling party identifying information to the network, it must provide Caller ID service.	Requirement applies.	Sprint CapTel will have the capability to transmit the 10-digit number and will recognize the ID blocking indicators. Sprint CapTel will deliver the SS7 technology on February 1, 2004.
Types of Calls	Two Line VCO Two Line HCO HCO-to-TTY HCO-to-HCO VCO-to-TTY VCO-to-VCO	Minimum standards pertaining to HCO are waived. VCO requirements still apply.	Sprint CapTel supports the VCO calling combinations.
Handling of Emergency Calls	Concluded that TRS providers must use a system for incoming emergency TRS calls that at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point.	Requirement applies.	CapTel user dials 9-1-1. Sprint will route the call directly to the most appropriate PSAP.
Answering Machine Retrieval	Concluded that the answering machine and voice mail retrieval are TRS features that must be provided to TRS users. Answering machine retrieval through TRS is accomplished when the recipient of the message, the TRS user, calls the TRS facility and has the CA listen to the voice messages.	The requirement was not addressed in the Declaratory Ruling.	Answering machine and voicemail retrieval is provided by CapTel. Answering machine retrieval through CapTel is accomplished when the CapTel facility caption the voice message to the CapTel users.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
Call Release	Concluded that call release is required under FCC's functional equivalency mandate. Call release allows a CA to set up a TTY-to-TTY call that once set up does not require the CA to relay the conversation. The feature allows CA to sign-off or be "released" from the telephone line without, triggering a disconnection between two TTY users, after the CA connects the originating TTY caller to the called party's TTY through e.g. a business switchboard.	Waived. (¶ 52)	
Speed Dialing	Concluded that speed dialing feature is required under FCC's equivalency mandate. Speed dialing allows users to manually store a list of telephone numbers with designated speed dialing codes in the TRS user's consumer profile.	The requirement was not addressed in the Declaratory ruling.	CapTel telephones have the Speed Dial feature.

FCC 03-112 Appendix D Final Rules	FCC Requirement	FCC CapTel Declaratory Ruling (FCC 03-190)	Sprint's Commitment
Three-way Calling	Concluded that three-way calling is required under FCC's functional equivalency mandate but did not specifically mandate the way such functionality had to provide. The FCC's Order imposing such requirement stated that "generally" three-way calling can be provided "in one of two ways " One way is for the TRS consumer to request that the CA set up the call with two other parties. The second way is to set up a three-way call is for TRS user to connect to two telephone lines at the same time from his or her premises by using the telephone's switch hook (or "flash") button.	The requirement was not addressed in the Declaratory Ruling.	Sprint CapTel users will be able to participate a three way call. Although the person using the captioned phone is unable to establish the three-way call, the called party will be able to do so by utilizing telephone switch hook (or "flash") button on his or her CPE. Thus, Sprint CapTel meets the requirement for three-way calling. (For One-Line CapTel.) For Two-Line CapTel either party can initiate a 3 way call should the user purchased this as a LEC option. Sprint CapTel users will be able to participate in a conference bridge to speak to three or more individuals.

Appendix L: Sprint's Report to the FCC on VRS and IP Waivers

FCC Internet and Video Relay Service Annual Progress Report
April 16, 2007

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
1. STS	Waived through 1/1/08	STS is not possible over the internet. Voice over IP (VoIP) **REQUIRES** Quality of Service. QoS means that all the associated data packets arrive in one contiguous stream and in order. In the "internet" world, there are many segments owned by multiple providers using dis-similar routers. Some support QoS, some do not. There is, at this time, no universal, cooperative methodology to address the internet deficiencies.	In research and development stage. Sprint is investigating and evaluating several VoIP to determine acceptable QoS levels to support STS calls. Sprint is also investigating LAN/WAN systems where QoS can be controlled internally.	Waived Indefinitely; No report required	NA	NA
2. Spanish Relay	NA	NA	NA	Compensable but non-mandated service.	NA	Sprint provides ASL to Spanish Video Relay Service.
3. Types of Calls	NA	NA	NA	Waived through 1/1/08	Voice over IP(VoIP) requires Quality of Service. QoS means that all the associated	We are currently providing two-line VCO and HCO controlled at

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
					data packets arrive in one contiguous stream and in order. In the "internet" world, there are many segments owned by multiple providers using dis-similar routers. Some support QoS, some do not. The internet cannot be controlled by any single user. There is, at this time, no universal, cooperative methodology to address the internet deficiencies. Sprint offers alternatives VCO and HCO solution by using second line (analog line) where the Video Interpreter asks for a second number to call back using three-way call feature. The procedure is similar to two-line VCO or HCO call.	the agent position using IP or ISDN inbound from Video user and outbound POTS to Video User and outbound POTS to Voice user. One line VCO and HCO began in 2005. This is limited to certain types of end user appliances that allow voice access through the broadband connection at end user equipment.
4. Emergency Call Handling	Waived through 1/1/08	Internet Protocol network (IP network) does not support the Automated	Sprint implemented a "manual" (directory assistance	Waived through 1/1/07	Internet Protocol network (IP network) does not support the Automated	No additional information to submit beyond our recent

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
		Number Identification information for Internet or Video Relay Services. Without automated knowledge of the originated location of the call, Sprint is not in position to transfer 911 calls to an appropriate PSAP.	lookup) process for 911 calls through Internet Relay. The technical challenge remains of tying an exact location to an IP address. No additional development has been made that would allow Internet Relay users to place 911 calls through Internet Relay.		Number Identification information for Internet or Video Relay Services. Without automated knowledge of the originated location of the call, Sprint is not in position to transfer 911 calls to an appropriate PSAP.	submission to the FCC. Current options may restrict interoperability. An Emergency database is still in use today for subscribers who choose to register a profile; however, agents must verify the location of the caller, as the caller may not be at the same physical location as the profile indicates.
5. Speed of Answer	NA	NA	NA	1/1/07- 80% of all calls within 120 seconds (monthly).	Sprint is exceeding the 80/120 service level requirement that went into effect January 1, 2007.	Sprint will continue to meet the requirement measured on a monthly basis.
6. Equal Access to Interexchange Carrier	Waived Indefinitely; No report required	NA	NA	Waived through 1/1/08	The IP network does not support ANI and end-user billing mechanisms. Without automated knowledge of ANI location, and without an ANI to charge back for tolls calls, Sprint cannot support equal access to	The technical challenge remains of tying an exact location to an IP address for VRS users. However, the very nature of the internet makes billing for toll calls obsolete.

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
					interexchange carrier features for Video Relay Service.	
7. Pay-per-call (900) Service	Waived through 1/1/08	IP network does not support ANI and end-user billing mechanisms. Without automated knowledge of ANI location, and no ANI to charge back for a pay-per-service call, Sprint is not processing 900 calls.	The technical challenge remains of tying an exact location and billing of pay-per-call. No additional development has been made that would allow Internet Relay end users to be billed for pay-per-call services.	Waived through 1/1/08	IP network does not support ANI and end-user billing mechanisms. Without automated knowledge of ANI location, and no ANI to charge back for a pay-per-service call, Sprint is not processing 900 calls.	The technical challenge remains of tying an exact location and billing of pay-per-call. No additional development has been made that would allow Video Relay end users to be billed for pay-per-call services.
8. Voice Carry Over (VCO) (one-line)	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint is investigating and evaluating several VoIP alternatives to determine acceptable QoS levels to support Voice carry-over calls. Sprint is also investigating LAN/WAN systems where QoS can be controlled internally.	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint is currently providing two-line VCO controlled at the agent position using IP or ISDN inbound from Video user and outbound POTS to Video User and outbound POTS to Voice user. One line VCO, released in 2005, is limited to certain types of end user appliances that allow voice access through the broadband

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
						connection at end user equipment.
9. Hearing Carry Over (HCO) (one-line)	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint is investigating and evaluating several VoIP alternatives to determine acceptable QoS levels to support Hearing carry-over calls. Sprint is also investigating LAN/WAN systems where QoS can be controlled internally.	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint is currently providing two-line HCO controlled at the agent position using IP or ISDN inbound from Video user and outbound POTS to Video User and outbound POTS to Voice user. One line HCO, released in 2005, is limited to certain types of end user appliances that allow voice access through the broadband connection at end user equipment.
10. VCO – to - TTY	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Internet Relay Service is not designed to connect an inbound internet caller with the called party who uses TTY user or VCO as communication between internet and	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Video Relay Service is not designed to connect an inbound video caller with the called party with uses voice, TTY user, VCO, HCO or anything other than video

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
			baudot protocols are not compatible.			because. the videoconferencing via internet or ISDN protocols are not compatible.
11. HCO – t o-TTY	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Internet Relay Service is not designed to connect an inbound internet caller with the called party who uses TTY user or HCO as communication between internet and baudot protocols are not compatible.	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Video Relay Service is not designed to connect an inbound video caller with the called party with uses voice, TTY user, VCO, HCO or anything other than video because videoconferencing via internet or ISDN protocols are not compatible.
12. VCO – to – VCO	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Internet Relay Service is not designed to connect an inbound internet caller with the called party who uses TTY user or VCO as communication between internet and baudot protocols are not	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Video Relay Service is not designed to connect an inbound video caller with the called party with uses voice, TTY user, VCO, HCO or anything other than video because videoconferencing via internet or

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
			compatible.			ISDN protocols are not compatible.
13. HCO – to – HCO	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Internet Relay Service is not designed to connect an inbound internet caller with the called party who uses TTY user or HCO as communication between internet and baudot protocols are not compatible.	Waived through 1/1/08	As explained in number three above, voice quality over the internet is not universally effective at this time.	Sprint's Video Relay Service is not designed to connect an inbound video caller with the called party with uses voice, TTY user, VCO, HCO or anything other than video because videoconferencing via internet or ISDN protocols are not compatible.
14. Call Release	Waived through 1/1/08	An Internet Relay caller utilizes IP data to place an inbound call. The Call operator connects the outbound dialing voice call utilizing Signaling System 7 (SS7). Since these two types of calls are not compatible, the call release feature is not technically feasible.	It is not technically feasible at this time to provide call release features with Internet Relay calls. However, Sprint will continue to investigate new developments to allow Internet Relay customers to use this feature.	Waived through 1/1/08	A VRS customer utilizes a video connection to make an inbound call. The VRS operator utilizes a voice channel (SS7) to make an outbound dial. Because the two types of calls are not compatible, the call release feature is not technically feasible. Also, in the VRS environment, we are currently unable to remove the Video Interpreter	It is not technically feasible at this time to provide call release features with Video Relay calls. However, Sprint will continue to investigate new developments to allow Video Relay customers to use this feature.

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
					agent from the middle of the call when the inbound video caller reaches an outbound customer who also has video capability.	
15. 3-way Calling	Waived through 1/1/08	The current Internet Relay call environment does not support the capability to perform three-way calling initiated call from agent via Sprint IP.	It is possible for the customer to initiate a three-way call if he/she has conference calling capability. In this case, the operator does not needed to perform the three-way calling function. However, the limitation is that Sprint's Internet Relay Service will handle only one TTY user (and unlimited number of voice users) when using three-way calling via relay service. It is possible to have 2-Line VCO via Sprint IP using user-initiated three-way calling.	Waived through 1/1/08	At this time, it is not technically feasible to provide a 3-way Video Relay call. Customers using VRS do not have the web-enabled ability to initiate 3-way video calls because of the limitations of end user equipment. Features of customer premise equipment are not under the control of the VRS provider, and therefore the VRS provider cannot control the establishment of a three-way call.	The voice customer is currently able to use the LEC-provided three-way calling feature. One or two of the three legs of the call can be engaged as they would without VRS being a part of the call. VRS is transparent to this process. The VRS agent who receives an inbound video connection has the ability to out dial to multiple voice parties to create a three-way call of which two parts are voice and one part is video. The VRS agent platform is however, unable to support a three way call

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
						between two video customers and one voice user at this time.
16. Speed Dialing	Waived through 1/1/08	Sprint's current Speed Dial system is supported by ANI driven customer profile. Without being able to identify the customer's ANI, Sprint is not able to access the preferred speed dial list.	Customers can maintain their own speed dial list on their computer and paste the phone number on the web prior to the call. The phone number will be pre-populated to agent's dialing window for efficient call processing.	Waived through 1/1/08	This service is currently available for VRS customers who choose to use our webcam based product. They can create a speed dial list online and greatly improve the efficiency and connect time with the outbound party through the Video Interpreter. Individuals using TV-based videophones do not have this web enabled ability to speed dial through VRS because of the limitations of this type of end user equipment. Features of customer premise equipment are beyond the control of the VRS provider and determine how the customer can interact with Sprint's platform.	Individuals using TV-based videophones do not have this web-enabled ability to speed dial through VRS because of the limitations of this type of end user equipment. Features of customer premise equipment are beyond the control of the VRS provider and determine how the customer can interact with Sprint's platform.

Waivers	IP Regulatory Status	IP Current Technology Issue/Limitations	Progress and Steps Taken to Meet the Requirement	VRS Regulatory Status	VRS Current Technology Issue/Limitations	Progress and Steps Taken to Meet the requirement
17. Providing Service 24/7	NA	NA	NA	NA	NA	NA

Appendix M: Sprint Relay Fact Sheet

Sprint Relay
www.sprintrelay.com

Sprint is the leading provider of relay services in the United States so that those who are deaf and hard of hearing can have anytime, anywhere communications. With 16 years of experience in providing Telecommunications Relay Services (TRS), Sprint is the relay service provider for 31 states plus the Commonwealth of Puerto Rico, New Zealand and the federal government. Sprint has been awarded the following state TRS contracts:

Alabama	**Indiana**	**New Mexico**	**Texas**
Alaska	**Illinois**	**New York**	**Utah**
Arkansas	**Massachusetts**	**North Carolina**	**Vermont**
California	**Minnesota**	**North Dakota**	**Washington**
Colorado	**Mississippi**	**Ohio**	
Connecticut	**Missouri**	**Oklahoma**	
Delaware	**Nevada**	**Oregon**	
Florida	**New Hampshire**	**South Carolina**	
Hawaii	**New Jersey**	**South Dakota**	

TRS enables standard voice telephone users to talk to people who are Deaf, Hard of Hearing or Speech-disabled on the telephone. Under Title IV of the Americans with Disabilities Act, all telephone companies must provide free relay services either directly or through state programs throughout the 50 states, the District of Columbia, Puerto Rico and all of the U.S. territories. Sprint Relay's experience in the field provides the assurance that all services delivered will meet or exceed Federal Communications Commission mandates for TRS.

Sprint Relay Services

Traditional relay services involve a relay operator serving as an intermediary for phone calls between a deaf, hard of hearing and speech-disabled user and a hearing party. The TRS operator speaks words typed by a deaf user on a text telephone (TTY) or via the Internet and relays the hearing person's spoken response by typing back to the deaf user.

Emerging Technology:
Under the Americans with Disabilities, all telephone companies are required to pay a percentage of the money that they collect from their subscribers into a national telecommunications relay services fund. This interstate fund is administered by NECA (National Exchange Carriers Association).

Currently, two technologies are funded through NECA – video and Internet relay services. There is strong competition in the TRS industry due to the fact that no state contract is required in any state to process calls through the Internet.

Video relay services (VRS) provides American Sign Language (ASL) users with an attractive alternative that offers them the opportunity to communicate by video conferencing using ASL their native language, which may be preferred over the traditional TTY relay service. VRS requires users to have a personal computer or television monitor, a Web camera or videophone and high-speed Internet connectivity such as cable and DSL. Sprint Video Relay, powered by CSD (Communication Services for the Deaf), is a free service through the Internet that enables the deaf or hard of hearing user to communicate in ASL to a hearing or standard telephone user. Sprint Relay and CSD launched the first nationwide Video Relay Service in May 2002. To connect with a video interpreter, visit www.sprintvrs.com.

Sprint IP Relay is also a free service that combines TRS with the ease and ubiquity of the Internet, allowing users to make calls from any PC or selected Web-enabled Internet wireless devices without having to use traditional TTY equipment. Sprint IP Relay users also have the flexibility of using AOL Instant Messenger to access Sprint IP Relay. To connect using a website, go to www.sprintip.com. To connect using AOL Instant Messenger, send a 10-digit number to the screen name SprintIP. Both access methods will connect the caller to an experience Sprint Relay operator.

Sprint IP Wireless Relay is a new service that allows customers who are deaf, hard-of-hearing or who have a speech disability to use wireless relay services on a select number of wireless devices:

1) BlackBerry phones (with an operating system 4.0 or higher). Customers can use this service to communicate with any standard or mobile telephone user in the United States via a free downloadable application at www.sprintrelay.com/download/. Users simply select a contact from their address book or enter a phone number with accompanying text instructions to a Sprint IP Relay Operator.

2) PPC6700 devices – To download the free Sprint IP Wireless application, go to: www.sprintrelay.com/download/treo.

Sprint IP Wireless allows users to have the mobility to make a relay call when they need to without a TTY or computer and can be assured the connection is with an experienced Sprint Relay operator.

*CapTel*SM (Captioned Telephone) relay service is a leading-edge technology developed by Ultratec, Inc. of Madison, Wis., that allows people to receive both voice and text captioning, nearly simultaneously. A special, *CapTel*-equipped phone is required in order to place a call through the *CapTel* relay service. The *CapTel* phone works like any traditional phone with callers talking and listening to each other, but with one very significant difference – captions are provided live for every call. The captions are displayed on the *CapTel* phone's built-in screen so the user can read the words while listening to the voice of the other party. For more information on CapTel, visit www.captionedtelephone.com.

Relay Conference Captioning℠, developed by Caption Colorado, combines real-time captioning and standard relay service to provide relay conference captioning calls for deaf and hard-of-hearing individuals (in participating Sprint Relay state programs). By using an Internet Text Streaming platform supported by skilled captionists, RCC provides highly accurate real-time captioned text for any live conference call.

For more information, please visit www.sprintrelay.com

Appendix N: Copy of TSP Press Release

Media Contact:
Stephanie Taliaferro, 913-794-3658
stephanie.c.taliaferro@sprint.com General Press Release

Sprint Completes Voluntary Telecommunications Services Priority Program Enrollment for Relay Network

OVERLAND PARK, Kan. – November xx, 2005 – Sprint (NYSE: S) today announces that it has completed the final milestone in enrolling Sprint's telecommunications relay service (TRS) in the FCC's Telecommunications Service Priority (TSP) Program. Sprint TRS, communications services available for individuals who are deaf, hard of hearing or have a speech disability, is comprised of a network of call centers geographically disbursed throughout the United States.

Effective October 31, 2005, all 14 Sprint Relay call centers were successfully activated under the TSP Program. Unlike other TRS providers, Sprint's TRS network is designed to reroute traffic to other Sprint Relay centers across the country to continue uninterrupted service with minimal customer impact.

"In less than five months, we were able to complete the implementation of the FCC's TSP program," said Mike Ligas, director of Sprint Relay. "Sprint is dedicated to providing effective communications services for individuals who are deaf or hard of hearing and we recognized the urgency to ensure reliable communications during emergency situations."

In 1988, TSP program was established to prioritize the restoration of telephone service to critical facilities and agencies at times when telecommunications companies are typically overburdened with service requests, such as after a natural disaster. In the event of a regional or national crisis, the program restores telephone services most critical to national and homeland security on a priority basis.

Sprint Relay Portfolio of Services

Sprint has 15 years of experience in providing relay services to persons who are deaf, hard of hearing or deaf-blind or who have a speech disability to communicate with hearing persons on the phone. Sprint offers relay services through an intelligent platform to the federal government, 30 states, the Commonwealth of Puerto Rico and New Zealand. Sprint's experience in the field provides the assurance that all Sprint Relay services will meet or exceed Federal Communications Commission requirements for telecommunications relay services (TRS). Relay service is available 24 hours a day, 365 days a year, with no restrictions on the number of calls placed or call length. For more information, visit www.sprintrelay.com.

Sprint Government Systems Division (www.sprint.com/government) is based in Reston, Va., and offers the full range of Sprint product and service offerings for federal and state government customers.

About Sprint Nextel

Sprint Nextel offers a comprehensive range of wireless and wireline communications services to consumer, business and government customers. Sprint Nextel is widely recognized for developing, engineering and deploying innovative technologies, including two robust wireless networks offering industry leading mobile data services; instant national and international walkie-talkie capabilities; and an award-winning and global Tier 1 Internet backbone. For more information, visit www.sprint.com.

3. On Individual Customer Listings:

If the customer requests, print "TTY" by the customer's listing.

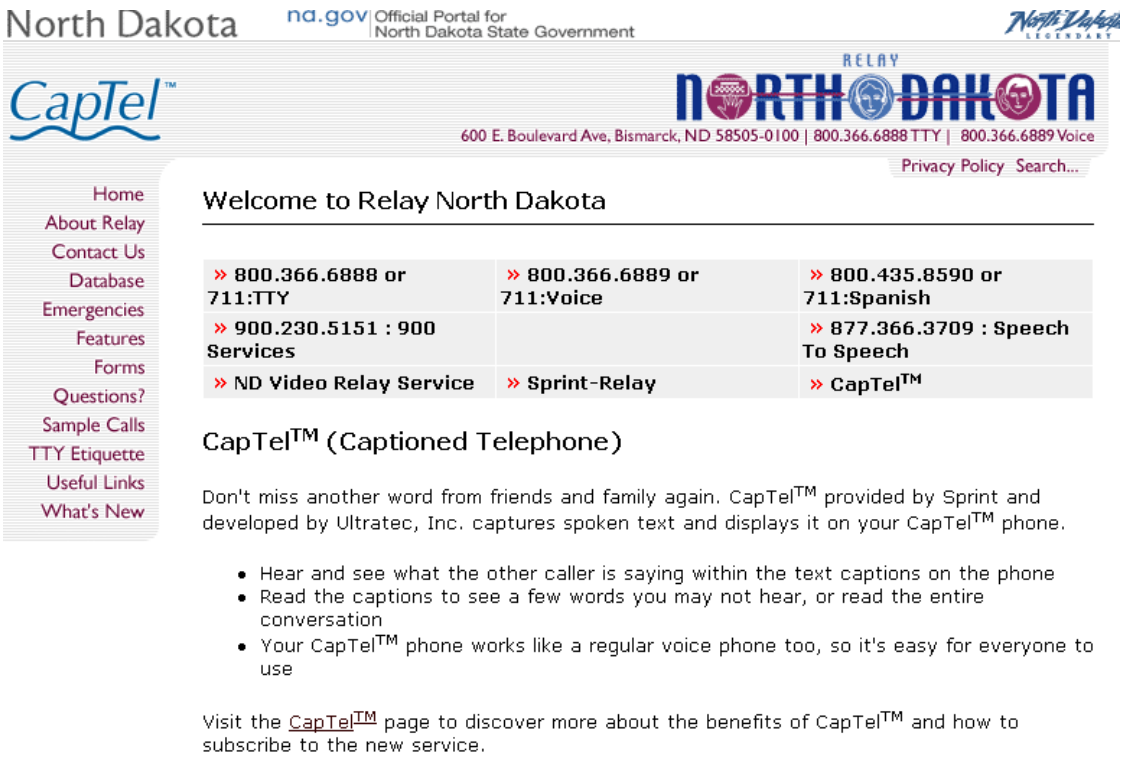
If possible, on the top or bottom of each page with the notation, print the following reference:

*TTY See page _____. (With the page reference to the Relay North Dakota Content Page)

4. Under Emergency 911 at the beginning of the directory, print "TTY Users 911" or "Emergency Services for TTY Users 911."

This is to clarify that TTY users are also supposed to call 911.

North Dakota Relay Web Site: www.relaynorthdakota.com



Relay North Dakota in Telephone Directories

1. On the Table of Contents Page (Not under local phone service heading, but its own topic listing, in descending order of importance):

a) "Relay North Dakota/For communication between hearing, deaf, hard-of-hearing, and speech impaired persons," with the page number reference to the Relay North Dakota content page;
b) Toll-Free Relay North Dakota Numbers: 711 (Voice/TTY/ASCII); 1-800-366-6888 (TTY/ASCII); 1-800-366-6889 (Voice); 1-800-435-8590 (Spanish); 1-877-366-3709 (Speech to Speech);
c) the Relay North Dakota logo.

2. On the Relay North Dakota Content Page (in descending order of importance):

a) Relay North Dakota/For Communication Between Hearing, Deaf, Hard-of-Hearing, and Speech Impaired Persons

b) Toll Free Relay North Dakota Numbers:

711 (Voice/TTY/ASCII)
1-800-366-6888 (TTY)
1-800-366-6889 (Voice)
1-800-435-8590 (Spanish)
1-877-366-3709 (Speech to Speech)
1-800-676-3777 (Sprint Relay Customer Service)
(Voice/TTY/ASCII/Spanish)

c) For 900 services through Relay North Dakota: 1-900-230-5151 (Voice/TTY/ASCII/Spanish)

d) the Relay North Dakota logo

e) What is Relay Service?

Hearing persons and businesses who wish to talk with persons who are deaf, hard-of-hearing, or have a speech impairment may use the telecommunications relay service to call them. Relay service also provides full telephone accessibility to people who are deaf, hard-of-hearing, or speech impaired. Specially trained operators confidentially complete relay calls and stay on the line to relay conversations electronically over a text telephone (TTY) or verbally between the callers. If you place a call and hear a series of high-pitched sounds, it may be a TTY. You can call Relay North Dakota and give the operator the phone number to complete your call. There is no additional charge to users for using relay service (although long distance charges apply for long distance calls).

Information Technology Department contracted with Sprint to provide telephone relay service in North Dakota. This service, known as Relay North Dakota, is available 24 hours a day, 365 days a year, with no restrictions on the number of calls placed or on their length. This valuable communications tool gives all individuals who are deaf, hard-of-hearing, or speech impaired the opportunity to make personal and business calls just like any other telephone user. It also gives hearing persons the ability to telephone persons who are deaf, hard-of-hearing, or speech impaired. Both TTY and voice users may initiate calls through Relay North Dakota.

f) Confidentiality

Calls handled by Relay North Dakota are strictly confidential. All calls will be kept private, and no records of any conversation will be kept. Operators will not share information regarding the contents of any relay call.

g) Equipment Distribution Program

The equipment distribution program is a program that assists deaf, hard-of-hearing, and speech impaired persons who meet the qualifications of the program to purchase specialized telecommunications equipment they need to use the telephone. North Dakota Telecommunication Equipment Distribution Program (TEDP) is managed by the Freedom Resource Center, which is contracted by the State of North Dakota Vocational Rehabilitation on behalf of the Information Technology Department. Call Freedom at 1-800-450-0459 or (218) 236-0459 (Voice/TTY) for more information.

h) Helpful Tips for Using Relay North Dakota

Standard Telephone (Voice) Users. If you want to make a call, dial 711 or 1-800-366-6889. Relay North Dakota will answer with the operator's individual ID number, and ask; "May I have the number you are calling please?" (If you dial 711 and hear tones, stay on the line and an operator will answer shortly.) Give the operator the area code and telephone number you wish to call and any further instructions. The operator will relay exactly what the TTY user is typing. The operator will relay what you say back to the TTY user. (Be sure to talk directly to the person you called, avoid saying "tell him" or "tell her," and say "Go Ahead" at the end of each response.) Whenever you receive a call from Relay North Dakota, the operator will ask you if you are familiar with the service. If not, a brief explanation of the relay service will be given. The call will then proceed as a direct conversation between you and the other party. Speak directly to the party you are calling as if the operator were absent.

TTY Users. Dial 711 or 1-800-366-6888. Relay North Dakota will answer with the operator's individual ID number, "F" or "M" (for CA gender) and "NUMBER CALLING PLS GA." ("GA" means "go ahead.") Type in the area code and telephone number you wish to call and then type "GA." The operator will dial the number and relay the conversation to and from your TTY. Type in "GA" at the end of each message.

Voice Carry Over (VCO) Users. VCO allows deaf or hard of hearing relay users who prefer to use their own voice to speak directly to the party they are calling. The operator will type

the voiced response so the caller does not miss anything. Inform the operator you want to use VCO by typing "VCO PLS GA."

i) Emergency/Directory Assistance

In case of emergency, TTY users should call 911. All 911 centers in North Dakota are required to be TTY-equipped. Relay North Dakota will relay directory assistance calls between TTY users and a directory assistance operator. Once the caller makes the request, the relay operator will connect to the directory assistance operator. After obtaining the number, the caller may choose to place the call through Relay North Dakota or dial it directly TTY to TTY.

j) Other Services Available Through Relay North Dakota

Sprint Relay Customer Service is available to answer questions about relay calls, other services available through Relay North Dakota, or to receive customer suggestions, comments and complaints. Customer Service can also provide Relay North Dakota brochures or any other additional relay information to customers. Call 1-800-676-3777.

Simply Dial...

711 or

800-366-6889 - Voice
800-366-6888 - TTY/ASCII
800-435-8590 - Spanish
877-366-3709 - Speech to Speech

...to access Relay North Dakota.

2. BILL INSERT

To Use **Relay North Dakota** From Anywhere In The State, **Dial 711**.

Every day across North Dakota, thousands of people rely on Relay North Dakota to keep in touch by telephone. Relay North Dakota, a public service offered by Information Technology Department, enables telephone communication between people who are hearing, deaf, hard-of-hearing and speech impaired.

As of August 1, 2001, you can dial 711 to use Relay North Dakota from anywhere in the State.

How does Relay North Dakota work? Relay North Dakota allows people who are deaf, hard of hearing, or speech impaired to communicate by telephone, and allows hearing people to call people who are deaf, hard of hearing, or speech impaired. Specially trained operators relay the conversation between the deaf, hard-of-hearing, or speech impaired person and the other person on the line. All calls are handled with strictest confidentiality. This specially trained operator helps conversations flow accurately and with ease. There is no limit on the number of times you may use the service. It is available around the clock, 365 days per year.

If you answer the phone and Relay North Dakota is on the line, please don't hang up. With your existing phone system and Relay North Dakota, you could be communicating with family, friends and a world of customers, too.

You may still use Relay North Dakota by dialing the 800 number you already know. But beginning August 1, 2001, when you call from anywhere in the State, you may also use our simple new number: **711.**

To learn more about Relay North Dakota and 711, call or visit our web
800-676-3777
(Relay North Dakota Customer Service)
www.relaynorthdakota.co

2. BILL INSERT

AT Key Newsletter
June 2006 **Vol. 11 No.3**

Remaining at Home...*Priceless* Revisited
Judie Lee, IPAT Director

It is widely recognized that people with long term illnesses and/or disabilities who wish to remain living at home need various types of support. Providers and users of assistive technology (AT) consider AT one of these essential support services and yet realize it is NOT widely recognized. Thus, the potential impact of AT devices and services goes unrecognized. In 2003, an opportunity to partner in a project funded by Olmstead dollars presented itself. IPAT's role was to ensure a systematic exploration and delivery of assistive technology (AT) devices and services for state residents who were at risk of moving to an institution and/or those living in institutions wishing to move to a less restrictive environment.

It was a unique opportunity. Not only would individuals receive an AT assessment, they would receive the devices if the cost was within a specified dollar amount. In addition they would receive the other AT services necessary to use the device, such as equipment set-up and training. Twenty North Dakota residents participated in the program. These individuals represented 10 communities, ranged in age from their mid-thirties to mid-eighties, and had a variety of AT needs. They all had a number of services in place, but were still struggling to remain at home. The provision of AT devices and services had NOT been considered as part of their service plan prior to this project, and yet it was one of the decisive factors in making remaining home possible for them.

Over a year later, 17 of the 20 people served are still in their own homes. They have delayed, and will possibly avoid, entering an institutional setting. They continue to live with their families, are more independent and safe as a result of the AT devices and services received through this project. One individual moved away from North Dakota. Two of the individuals passed away approximately one year after receiving their AT devices and services. Their family members stressed what a difference the assistive technology made, especially in helping them to stay home the last months of their life.

The average cost of a participant to receive the assistive technology devices and services necessary to help them remain living at home through this project was $1,233. The average yearly cost for an individual to reside in a nursing home in North Dakota is $43,815 and $19,726 for assisted living care. The outcome report titled "Remaining at Home... Priceless" gives more details and some anecdotal accounts of the participants. A free copy is available by calling 1-800-265-4728.

This project demonstrated that when the assistive technology provision is part of the service delivery plan, it can delay or eliminate institutional or other high-cost placements. This in turn, enables people of all ages with disabilities or long term illnesses to have a choice as to where they live, which everyone can agree is PRICELESS.

Could you benefit from a CapTel Phone?

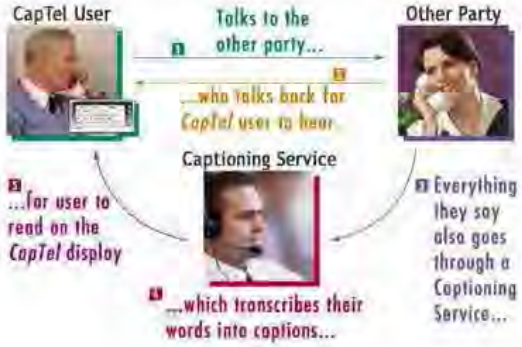
Information obtained from the CapTel Website:
www.captionedtelephone.com and www.northdakotarelay.com .

CapTel phones allow the user to **hear** and **see** what someone is saying! CapTel phone users can listen to the caller while they read the written captions in the CapTel phone's display window.

How does the CapTel Phone Work?
"When you place a call with a CapTel phone, the captioning service is connected automatically to provide captions. You just dial the phone number of the person you want to call, and the call will be captioned."

"Behind the scenes, a specially trained operator at the captioning service transcribes everything the other party says into written text, using the very latest in voice-recognition technology. The written text appears on a bright, easy-to-read display window built into the **CapTel** phone. The captions appear almost simultaneously with the spoken word, allowing the **CapTel** phone users to understand everything that is said — either by hearing it or by reading it."

"To receive a call, your caller must first dial the toll free number of the captioning service through [Relay North Dakota] and then enter your phone number. You will get captions through any call that is placed through the Captioning Service. If your caller dials you directly, the call will not be captioned. "Call Me" cards that list the toll free captioning service number are included with the CapTel phone. You can give the "Call Me" cards to people who call you frequently."



How does the CapTel Phone compare to a Voice Carry Over (VCO) Phone?
"CapTel phone users can simultaneously hear the voice over the phone and read captions of what is said. Current VCO technology allows only voice or text on the line at one time and does not allow the VCO user to hear the voice of the other party."

Who Benefits from a CapTel Phone?

- Anyone with some degree of hearing loss, who finds it difficult to understand telephone conversations
- People using hearing aids or assistive listening devices
- People who are deaf or hard of hearing and can speak

Is there a charge for the Captioning Services from North Dakota Relay?
There is no charge for the captioning service; however, when making long distance calls from a CapTel phone there is a charge just as there would be if you used a standard telephone. If you want the Captioning Service to bill the long distance company of your choice, you will need to call them and set that up, just as you would if you used a Text Telephone (TTY) or Voice Carry Over (VCO) Phone.

How do I get a CapTel Phone?
The CapTel Phone is now offered at no cost to eligible participants as part of the North Dakota Telecommunications Equipment Distribution Services (TEDS) which is currently run through the Interagency Program for Assistive Technology (IPAT). To see if you qualify, call IPAT at 1-800-265-4728. The forms for the TEDS program are also available at the IPAT website: www.ndipat.org .

To find out more information regarding CapTel, the Captioning Service, or Relay North Dakota see the following:

- **CapTel website:** www.captionedtelephone.com
- **CapTel Phone numbers:** 1 (888) 269-7477 OR 1 (800) 482-2424
- **Captioning Service phone numbers:** 1(888) 269-7477 VOICE OR 1(800) 482-2424 TTY
- **ND Relay website:** www.relaynorthdakota.com
- **ND Relay Phone Number:** 711

CONSUMER CONNECTION

COME PLAY ~July 14 -16, 2006 ~ Bismarck – Mandan

The 20th annual Prairie Rose State Games (PRSG) extends a special invitation to you! Come play if you live in North Dakota, South Dakota, Canada or a city bordering North Dakota. Come play if you are a former resident of North Dakota. Your participation is welcome as an athlete, an athlete with physical challenges, spectator, or volunteer.

The PRSG provides an opportunity for the greater North Dakota community to gather in the spirit of friendly competition in 48 sports over 3 days. Individuals are welcome to participate in any sport, or compete in the physically challenged divisions within archery, bowling, 5K road race and track and field. Non-competitive events are also offered and include; family fishing, kite flying, recreational bike-ride, skate jam, and volksmarch. To register or to get additional information go to www.prairierose.org or call 1-701-222-4263 and ask for Sarah.

In the spirit of fun and increased sport awareness there will be kite flying, skate boarding, and remote-controlled aircraft demonstrations. All sport competitions and demonstrations are open and free to spectators.

The PRSG also provides ample opportunity for volunteerism. Volunteers are needed for all sporting events to help at registration, time events, hand out water at event stations, or organize awards for event winners. Opportunities are also available at the Opening Ceremonies or at the Games headquarters located in the Kirkwood Mall. The success of the Prairie Rose State Games is dependent on the help and hard work of its volunteers. If you wish to be one, call Sarah at 1-701-222-4263. All volunteers will receive a 20th anniversary PRSG t-shirt.

Great Year for the AT Expo 2006!
Here's to the attendees, vendors, presenters, sponsors, and the AT Expo Committee who together made the AT Expo 2006 a huge success! The third annual AT Expo was held on April 13, 2006 at the Ramada Plaza Suites in Fargo, North Dakota, and brought in over 50 vendors and 460 attendees - a 50% increase over last year in both categories! The participants spent the morning in a variety of AT presentations, enjoyed a joint luncheon with the Fargo/Moorhead Area Mayor's Committee Awards Banquet, and explored the AT Expo Exhibit Hall from 1-7 pm. There were many positive comments about the Expo and numerous requests to hold another in 2007. The Committee is working to make that a reality! Stay Tuned. . . .

EQUIPMENT SPOTLIGHT

Finger Mouse

This computer mouse has a three button design with a trackball. It can be operated on or off a table, thereby, reducing fatigue and stress to muscles and joints. The thumb mouse connects to a desktop or a laptop computer through the USB port or PS/2 adaptor. Simply plug and play. This device retails for $20-$25. Visit the following websites to purchase this computer mouse:

- http://www.pcconnection.com or call 1-888-800-0323;
- http://www.fentek-ind.com/fingermouse.htm or call 1-800-639-0710.

If you would like to try this device, contact the IPAT Equipment Loan Library at 1-800-895-4728.

For Your Information

Anne Carlson Center's
TechnoCamp – Adapting the Arts Using Technology
Elk's Camp Grassick
July 9-14, 2006

Addressing Challenging Behaviors Using Visual Supports
August 14 &15, 2006
Contact: Theresa Hanson 1-800-568-5175 ext. 169

2nd Annual Dakota Disabilities Issues Forum
August 23 & 24, 2006 - Bismarck
Contact: Brenda or Jim 701-223-0347

April 12, 2007

Tony Clark, President
Public Service Commission
600 East Boulevard
Bismarck, ND 58505

RE: TELECOMMUNICATIONS RELAY SERVICE

The Information Technology Department (ITD) is submitting the following budget for the telecommunications relay service as required by NDCC 54-44.8-08. This budget information will assist the Public Service Commission in determining the amount of surcharge for the time period July 1, 2007 to June 30, 2008.

FISCAL YEAR '07-'08		
REVENUE:		
Estimated Balance June 30, 2007	$ 335,743	
720,000 Access Lines/Numbers		
x 4 cents x 12 months x 95%	$ 328,320	
TOTAL REVENUE		$ 664,063
EXPENSES:		
Relay Service Contract	$ 247,000	
Department of Human Services (Equipment Distribution)	$ 125,000	
Outreach Program	$ 50,000	
ITD Administrative Expense	$ 5,000	
TOTAL EXPENSES		$ 427,000
ESTIMATED BALANCE JUNE 30, 2008		$ 237,063

The local exchange companies and radio communications service providers are allowed to keep 5% of the surcharge collected from their customers. Quarterly payments are made to ITD in the month following each quarter. We currently are collecting the surcharge from 720,000 telephone access lines and radio communications access numbers. Attached is a detail list by access provider.

Following are averages the amounts charged to ND on December, 2006 provided by Sprint:

Number of Minutes of Service Compensation	21,849
Number of Calls into Relay Service	7,555
Number of Minutes Per Outbound Call	3.49

The Department of Human Services is responsible for the equipment distribution program. The amount requested from ITD for the upcoming fiscal year will be $125,000 as stated above.

ITD recommends keeping the rate at 4 cents per access line. We try to stabilize the relay service rate from period to period, so the local exchange companies and radio communications service providers will not be forced to change their billing from year to year. This has been a request from the providers in the past.

If you have any questions, please give me a call at 328-1001.

Sincerely,

Mike J. Ressler, Director
Information Technology Department

MJR/jg

attachment:

Appendix S: Copy of Relay Brochures or Other Advertisements

RELAY NORTH DAKOTA

tollfreenumbers

Traditional Relay
- 800-366-6888 TTY/ASCII
- 800-366-6889 Voice
- 800-435-8590 Spanish
- 800-366-8600 VCO
- 877-366-3709 Speech-to-Speech
- 900-230-5151 900 Services
  Customer is responsible for billing in full

Internet Relay
- www.sprintip.com

Video Relay Services
- www.ndvrs.com Internet
- sprintvrs.tv TV & videophone
- 866-660-7977 ISDN (up to 384)
- 866-410-5787 Voice

Sprint Relay Customer Service
- 800-676-3777 English
- 800-676-4290 Español
- Sprint.TRSCustServ@email.sprint.com email

Relay North Dakota website
- www.relaynorthdakota.com

For more information contact:
- State of North Dakota
  Information Technology Department
  600 East Boulevard
  Bismarck, ND 58505-0100
  701-328-2300 Voice
  701-328-3000 Fax

friendlyandreliable

Sprint Relay Customer Service
800-676-3777 English
800-676-4290 Español
Sprint.TRSCustServ@email.sprint.com email
- Get questions answered
- Receive relay call assistance
- Make a complaint
- Request printed information or presentations

Relay equipment

North Dakota Telecommunications Equipment Distribution Service
Provides free specialized telecommunications equipment for individuals who are deaf, hard-of-hearing, deaf-blind, or have a speech disability.

To qualify you must:
- meet income requirements
- be a North Dakota resident age 5 or over
- have difficulty using the telephone because you are deaf, hard-of-hearing, deaf-blind, or have a speech disability
- have applied for or have phone service in your home
- are certified by a physician, audiologist, hearing instrument specialist, or speech pathologist as unable to use a telephone readily purchased from a retail store

Contact:
- Interagency Program for Assistive Technology (IPAT)
  3509 Interstate Blvd, Fargo, ND 58103
  701-365-4667 V/TTY
  800-265-4729 V/TTY
  ipatfe@polarcomm.com

communication
the way **you** want it.

RELAY NORTH DAKOTA

Relay North Dakota is a free service that lets you communicate with standard telephone users through specially trained Communications Assistants (CA).
- Make calls worldwide 24 hours a day, 365 days a year
- No restrictions on the number, length, or type of calls
- All calls are confidential and no records of any conversations are maintained

To make a relay call

dial 711

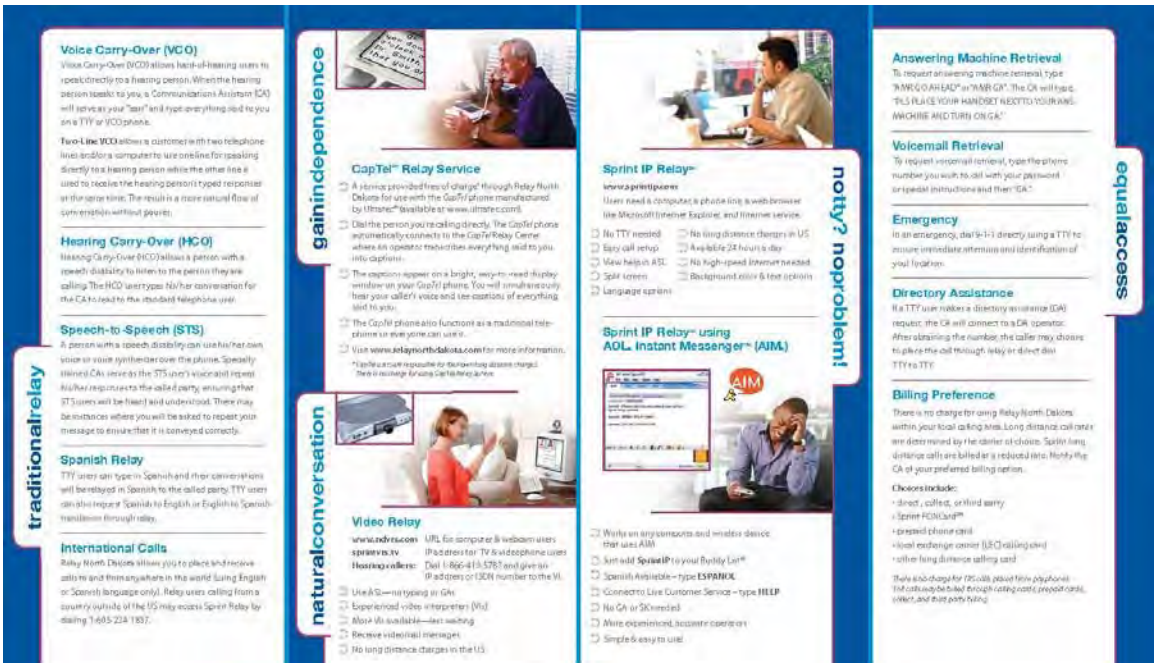
TTY Users
711 or direct dial 800-366-6888
- A person who is deaf, deaf-blind, hard-of-hearing, or has a speech disability uses a TTY to type his/her conversation.
- A CA reads the typed conversation to a hearing person.
- The CA relays the hearing person's spoken words by typing them back to the TTY user.

Hearing Users
711 or direct dial 800-833-8134
- A CA types a hearing person's spoken words to a TTY user and reads back the typed replies.
- Be sure to speak directly to the person you've called—not the CA. Avoid saying "tell him" or "tell her." Say "OK" or "Go Ahead" at the end of your response.

easyanddependable

dial 711
to make a relay call

Relay North Dakota is provided by Sprint



traditionalrelay

Voice Carry-Over (VCO)
Voice Carry-Over (VCO) allows hard-of-hearing users to speak directly to a hearing person. When the hearing person speaks to you, a Communications Assistant (CA) will serve as your "ear" and type everything said to you on a TTY or VCO phone.

Two-Line VCO allows a customer with two telephone lines and/or a computer to use one line for speaking directly to a hearing person while the other line is used to receive the hearing person's typed responses at the same time. The result is a more natural flow of conversation without pauses.

Hearing Carry-Over (HCO)
Hearing Carry-Over (HCO) allows a person with a speech disability to listen to the person they are calling. The HCO user types his/her conversation for the CA to read to the standard telephone user.

Speech-to-Speech (STS)
A person with a speech disability can use his/her own voice or voice synthesizer over the phone. Specially trained CAs serve as the STS user's voice and repeat his/her responses to the called party, ensuring that STS users will be heard and understood. There may be instances where you will be asked to repeat your message to ensure that it is conveyed correctly.

Spanish Relay
TTY users can type in Spanish and their conversations will be relayed in Spanish to the called party. TTY users can also request Spanish to English or English to Spanish translation through relay.

International Calls
Relay North Dakota allows you to place and receive calls to and from anywhere in the world (using English or Spanish language only). Relay users calling from a country outside of the US may access Sprint Relay by dialing 1-605-224-1837.

gainindependence

CapTel™ Relay Service
- A service provided free of charge* through Relay North Dakota for use with the CapTel phone manufactured by Ultratec® (available at www.ultratec.com).
- Dial the person you're calling directly. The CapTel phone automatically connects to the CapTel Relay Center where an operator transcribes everything said to you into captions.
- The captions appear on a bright, easy-to-read display window on your CapTel phone. You will simultaneously hear your caller's voice and see captions of everything said to you.
- The CapTel phone also functions as a traditional telephone so everyone can use it.
- Visit www.relaynorthdakota.com for more information.

*Caller is responsible for normal long distance charges. There is no charge for using CapTel Relay Service.

naturalconversation

Video Relay
- www.ndvrs.com URL for computer & webcam users
- sprintvrs.tv IP address for TV & videophone users
- Hearing callers: Dial 1-866-410-5787 and give an IP address or ISDN number to the VI.
- Use ASL—no typing or GAs
- Experienced video interpreters (VIs)
- More VIs available—less waiting
- Receive video mail messages
- No long distance charges in the US

notty? noproblem!

Sprint IP Relay™
www.sprintipvrs.com
Users need a computer, a phone line, a web browser like Microsoft Internet Explorer, and Internet service.
- No TTY needed
- No long distance charges in US
- Easy call setup
- Available 24 hours a day
- View help in ASL
- No high-speed Internet needed
- Split screen
- Background color & text options
- Language options

Sprint IP Relay™ using AOL Instant Messenger™ (AIM)
- Works on any computer and wireless device that uses AIM
- Just add **SprintIP** to your Buddy List™
- Spanish Available – type **ESPANOL**
- Connect to Live Customer Service – type **HELP**
- No GA or SK needed
- More experienced, accurate operators
- Simple & easy to use

equalaccess

Answering Machine Retrieval
To request answering machine retrieval, type "ANR GO AHEAD" or "ANR GA". The CA will type, "PLS PLACE YOUR HANDSET NEXT TO YOUR ANS. MACHINE AND TURN ON GA."

Voicemail Retrieval
To request voicemail retrieval, type the phone number you wish to call with your password or special instructions and then "GA."

Emergency
In an emergency, dial 9-1-1 directly using a TTY to ensure immediate attention and identification of your location.

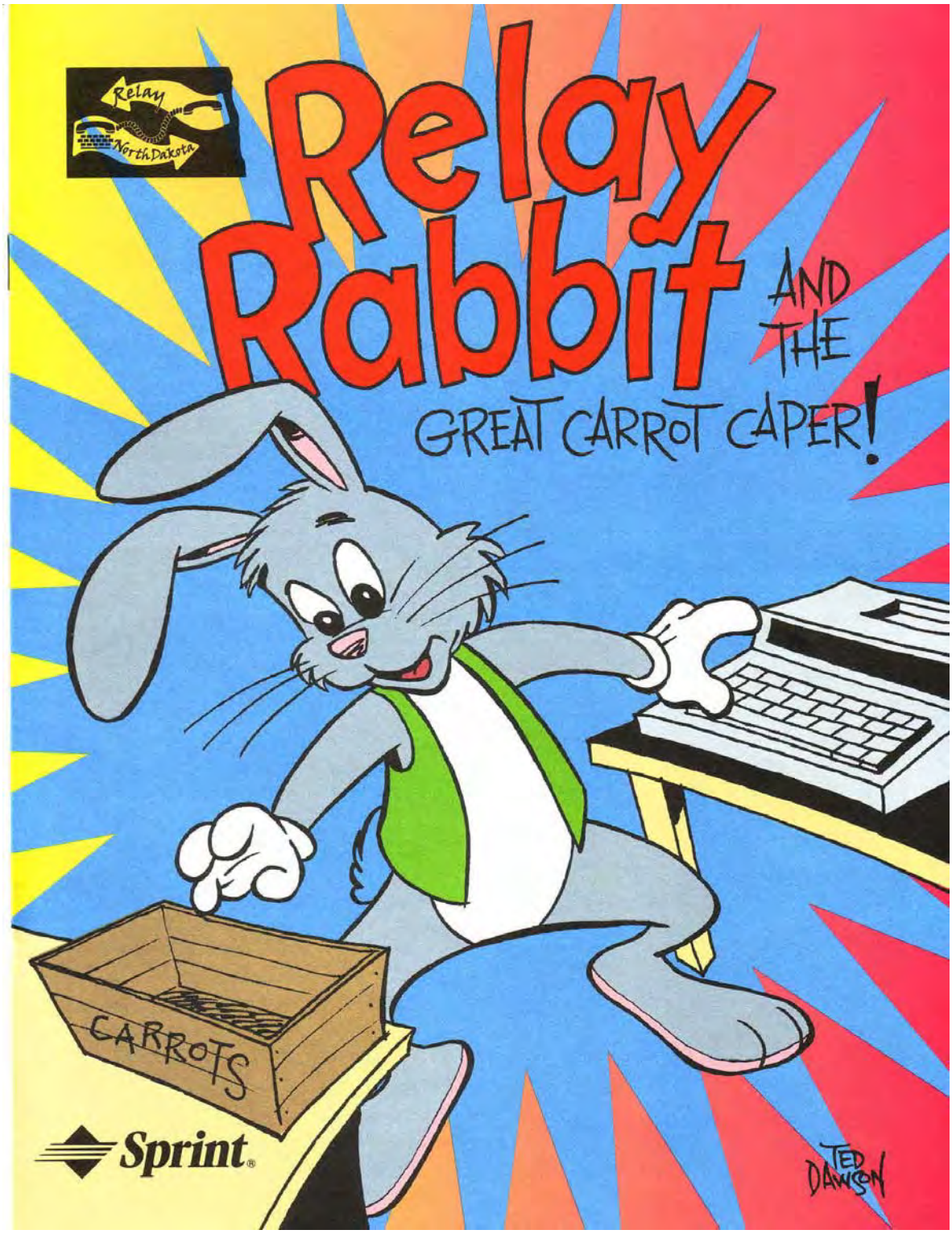
Directory Assistance
If a TTY user makes a directory assistance (DA) request, the CA will connect to a DA operator. After obtaining the number, the caller may choose to place the call through relay or direct dial TTY to TTY.

Billing Preference
There is no charge for using Relay North Dakota within your local calling area. Long distance call rates are determined by the carrier of choice. Sprint long distance calls are billed at a reduced rate. Notify the CA of your preferred billing option.

Choices include:
- direct, collect, or third party
- Sprint FONCard™
- prepaid phone card
- local exchange carrier (LEC) calling card
- other long distance calling card

There is no charge for TRS calls placed from payphones that can be billed through calling cards, prepaid cards, collect, and third party billing.

Relay North Dakota Relay Rabbit Booklet



Media Contact: Laura Porter, 703-433-4601
laura.porter@sprint.com

*CAPTEL*SM NOW AVAILABLE FROM SPRINT FOR HARD-OF-HEARING COMMUNITY IN NORTH DAKOTA

BISMARCK, N.D. – Jan. 24, 2006 – The State of North Dakota has awarded Sprint (NYSE: S) a new contract to offer *CapTel*SM Relay Service (captioned telephone) to its state residents effective Jan. 1. *CapTel* is an assistive technology aimed at easing communications for the more than 24 million Americans who are hard of hearing, have experienced hearing loss later in life or are deaf individuals with good vocalization skills.

"The State is looking forward to providing *CapTel* Service for our customers. This service will greatly benefit the hard of hearing community." Roxy Ennen, telecommunications analyst, information technology department, state of North Dakota.

Developed by Ultratec, Inc. of Madison, Wis., *CapTel* is a leading-edge technology that requires a special CapTelTM-equipped phone in order to place a call through the *CapTel* Relay Service. The *CapTel* phone works like any traditional phone with callers talking and listening to each other, but with one very significant difference – captions are provided live for every call. The captions are displayed on the *CapTel* phone's built-in screen so the user can read the words while listening to the voice of the other party. This allows conversations to flow more naturally, allowing for normal interruptions and expressed emotions. *CapTel* services are available 24 hours a day, seven days a week, 365 days a year.

"*CapTel* provides a natural, comfortable way for many deaf and hard-of-hearing individuals to communicate with their family, friends and business contacts," said Mike Ligas, director of Sprint Relay. "At Sprint, we are committed to providing more choice and flexibility for all of our customers, and we appreciate the opportunity to bring this option to the deaf and hard-of-hearing community in North Dakota."

CapTel is available through Sprint in 26 other states, including Alabama, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Illinois, Indiana,

Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Texas, Utah, Vermont and Virginia. Hard-of-hearing active and retired federal government employees (civilian, military and federally recognized U.S. Tribal members) also can take advantage of *CapTel* services through Federal Relay.

-more-

For more information on *CapTel* services provided by Sprint, please visit www.sprintrelay.com or refer to Ultratec's Web site at www.captionedtelephone.com.

How *CapTel* works

As users dial the phone number of the person they wish to call, the *CapTel* phone automatically routes their call through the *CapTel* call center and connects them to their called party. At the call center, a specially trained operator uses a customized voice-recognition computer and re-voices whatever is said by the called party. The voice-recognition software transcribes the operator's voice into captions that appear on the bright display screen on the *CapTel* phone for the users to read. The users also hear the other party's voice on the phone to the best of their ability, just like any other amplified phone.

Sprint Relay Portfolio of Services

Sprint has more than 15 years of experience in providing relay services to persons who are deaf, hard of hearing or deaf-blind or who have a speech disability to communicate with hearing persons on the phone. Sprint offers relay services through an intelligent platform to the federal government, 32 states, the Commonwealth of Puerto Rico and New Zealand. Sprint's experience in the field provides the assurance that all Sprint Relay services will meet or exceed Federal Communications Commission requirements for telecommunications relay services (TRS). Relay service is available 24 hours a day, 365 days a year, with no restrictions on the number of calls placed or call length. For more information, visit www.sprintrelay.com.

About Sprint Nextel

Sprint Nextel offers a comprehensive range of wireless and wireline communications services to consumer, business and government customers. Sprint Nextel is widely recognized for developing, engineering and deploying innovative technologies, including two robust wireless networks offering industry leading mobile data services; instant national and international walkie-talkie capabilities; and an award-winning and global Tier 1 Internet backbone. For more information, visit www.sprint.com.

Captioned Telephone (CapTel℠) provided by Sprint

CapTel™ is a "captioned telephone" developed by Ultratec, Inc.

- Ideal for people with some degree of hearing loss
- Hear your caller's voice and see word-for-word captions simultaneously!
- Live captions are displayed on your phone's built-n-screen!
- Dial the person directly and listen to your caller's voice!
- CapTel℠ Relay Service is provided free of charge through Relay North Dakota.

How to Obtain a CapTel™ Phone:

WCI: 1-800-233-9130 (V/TTY),
(310) 656-4924 (V/TTY)
Fax: (310) 450-9918, www.weitbrecht.com
email: captel@weitbrecht.com

Free for Veterans, active or retired Federal employees, or U.S. Tribal Members.
Go to www.federalcaptel.us

Qualified individuals may obtain a free CapTel™ phone through the North Dakota Association for the Disabled's Interagency Program for Assistance Technology: 1-800-265-4728.

Additional information on CapTel℠, on the Relay North Dakota website: www.relaynorthdakota.com

NORTH DAKOTA RELAY is provided by Sprint

CHAPTER 54-44.8
COMMUNICATIONS-IMPAIRED TELECOMMUNICATIONS SERVICES

54-44.8-01. Definitions. As used in this chapter, unless the context otherwise requires:
1. "Administrator" means the individual employed by the chief information officer of the state to oversee administration of the program.
2. "Commission" means the public service commission.
3. "Communications impaired" means the condition of an individual who is deaf, hearing impaired, speech impaired, or mobility impaired so as to be unable to use a telephone readily purchased from a retail store.
4. "Department" means the information technology department.
5. "Disadvantaged" means residing in a household that has a median income not more than the applicable median income in this state, except the term includes residing in a household that has a median income not more than one hundred fifty percent of the applicable median income in this state if the resident is deaf.
6. "Local exchange company" means a telecommunications company that provides telephone access lines to members of the general public who are its customers.
7. "Program" means the program established under section 54-44.8-03.
8. "Radio communications access" means the radio access between a customer of a radio communications service provider and the provider.
9. "Radio communications service provider" means a telecommunications company that provides radio communication service or cellular service to members of the general public who are its customers.
10. "Specialized telecommunications equipment" means a device that, when connected to a telephone, enables or assists a person who is communications impaired to communicate with another person utilizing the telephone network. The term may include telecommunications devices for the deaf, amplifiers, and signaling devices.
11. "Telecommunications relay service" means a statewide service through which a communications-impaired individual, using specialized telecommunications equipment, may send and receive messages to and from a noncommunications-impaired individual whose telephone is not equipped with specialized telecommunications equipment and through which a noncommunications-impaired individual, by using voice communication, may send and receive messages to and from a communications-impaired individual.
12. "Telephone access line" means the facilities between a serving central office and the customer of a local exchange company which are required to provide access to the local and toll network.

54-44.8-02. Responsibilities of the administrator. The administrator shall oversee the department's administration of the program. The administrator shall:
1. Review and recommend policies and procedures governing administration of the program and ensure the program is in compliance with any applicable state or federal law or rule;
2. Prepare a budget for administration of services under the program;
Page No. 294
3. Monitor the expenditures of funds for the program;
4. Monitor the quality of the program and the satisfaction of the users; and

5. Perform any other duties necessary to oversee administration of the program.
54-44.8-03. Program established - Purpose.
1. The department shall establish and administer a program to provide telecommunications relay service to persons who are communications impaired.
2. The program shall provide a telecommunications relay service to allow persons who are communications impaired to communicate via the telecommunications network with noncommunications-impaired persons.
3. The department of human services shall furnish specialized telecommunications equipment to meet the needs of individuals who are communications impaired and who might be otherwise disadvantaged in their ability to obtain such equipment. The department of human services shall determine eligibility and may provide the specialized telecommunications equipment to individuals determined eligible within the limits of funding made available to the department of human services through gifts and grants received under section 54-44.8-06 and from funding made available by the information technology department from the surcharge collected pursuant to section 54-44.8-08, which are appropriated.
54-44.8-04. Responsibilities of the department. The department shall:
1. Develop rules, policies, and procedures, as may be necessary, to govern administration of the program.
2. Implement the telecommunications relay service as described in subsection 2 of section 54-44.8-03 by July 26, 1993, to the extent funds generated by the surcharge described in section 54-44.8-10 are available.
3. Perform any other duties necessary to properly administer the program.
54-44.8-05. Telecommunications relay service - Requirements.
1. The department shall contract with a qualified provider to design and implement a telecommunications relay service that fulfills the requirement of subsection 2 of section 54-44.8-03. The department shall award the contract for this service to the offeror whose proposal is the most advantageous to the state; considering price, the interests of the communications-impaired community in having access to a high quality and technologically advanced telecommunications system, and all other factors listed in the request for proposals.
2. Except in cases of willful misconduct, gross negligence, or bad faith, neither the department nor the provider of the telecommunications relay service, nor the employees of the provider, are liable for any damages or claims for relief arising out of or resulting from the establishment of, participation in, or operation of the telecommunications relay service.
3. The department shall require, under the terms of the contract, that:
a. The service be available statewide for operation seven days a week, twenty-four hours per day, including holidays, for both interstate and intrastate calls.
b. The service relay all messages promptly and accurately.
Page No. 295
c. The service maintain the privacy of persons using the system.
d. The provider preserve the confidentiality of all telephone communications.
e. The service conform to any standards established by applicable state or federal laws or rules.
54-44.8-06. Gifts and grants. The department of human services may accept

contributions and gifts and may apply for and accept grants, in money or otherwise, to the program. Monetary contributions, gifts, and grants must be deposited in the state treasury to be credited to the department of human services operating account.
54-44.8-07. Telecommunications services account for the communications impaired. The telecommunications services account for the communications impaired consists of all surcharges billed and collected pursuant to section 54-44.8-08. Subject to legislative appropriation, the department may expend moneys from the account for purposes of implementing this chapter.
54-44.8-08. Telephone access line and radio communications access surcharge.
1. Before May first of each year, the department shall report all cost data and other information to the commission. Each local exchange company and radio communications service provider shall report all information requested by the department in order to determine the number of telephone access lines and radio communications access service numbers. Before June first of each year, the commission shall determine the amount of a surcharge, not to exceed eleven cents per telephone access line per month, based upon available cost data and other information provided by the department necessary to cover the costs of providing intrastate telecommunications relay service as provided in section 401 of the federal Americans with Disabilities Act of 1990 [47 U.S.C. 225], including the cost of implementing and administering this chapter which includes the provision of specialized equipment to eligible persons, and taking into consideration any surplus in the telecommunications services account. The surcharge is imposed effective on its determination by the commission and must be billed and collected as provided in this chapter. The surcharge is subject to section 49-21-01.3. Funding for the interstate portion of the state telecommunications relay service must be provided in a manner consistent with rules and orders adopted by the federal communications commission in implementing the federal Americans with Disabilities Act. The department shall notify each local exchange company and radio communications service provider, in writing, of the amount of the monthly surcharge determined by the commission.
2. Each local exchange company and radio communications service provider shall include and identify the surcharge determined under subsection 1 in its monthly billing for service to a customer of the company or provider.
3. Each customer of a local exchange company or radio communications service provider is liable for payment to the local exchange company or radio communications service provider of any surcharge imposed pursuant to this chapter. The local exchange company or radio communications service provider is not liable for any uncollected surcharge, nor does the company have an obligation to take any legal action to enforce the collection of any surcharge that is unpaid by its customers.
4. No customer of a local exchange company may be required to pay the surcharge on more than one hundred telephone access lines per account and no customer of a radio communications service provider may be required to pay the surcharge on more than one hundred radio communications access service numbers per account in this state.
Page No. 296
5. Except as provided in subsection 6, a local exchange company or radio

communications service provider shall transmit all surcharges billed and collected to the department no later than the last day of the month following the end of the calendar quarter in which the surcharge is collected. The administrator shall remit the surcharges received to the state treasurer. The state treasurer shall deposit all surcharges received in the state treasury to the credit of the telecommunications services account for the communications impaired.

6. Each local exchange company or radio communications service provider may deduct and retain five percent of the total surcharges billed and collected each month to cover its administrative expense in complying with the requirements of subsections 2, 3, 4, and 5.

54-44.8-09. Records - Audit. Each local exchange company or radio communications service provider shall maintain a record of the surcharges billed and collected pursuant to section 54-44.8-08 for a period of three years from the date of billing or collection, respectively. The commission may audit each local exchange company's or radio communications service provider's records to assure compliance with this chapter.

Relay North Dakota

June 2001 –
May 2002

		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	TOTAL	PCT.
	SERVICE COMPLAINTS														
#00	Answer Wait Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#01	Dial Out Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#02	Didn't Follow Database Inst.	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#03	Didn't Follow Cust. Instruct.	1	0	0	0	0	0	0	0	0	0	1	0	2	29%
#04	Didn't Keep Customer Informed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#05	Agent Disconnected Caller	0	0	0	0	0	0	0	0	0	0	1	0	1	14%
#06	Poor Spelling	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#07	Typing Speed/Accuracy	1	0	0	0	0	0	0	0	0	0	0	0	1	14%
#08	Poor Voice Tone	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#09	Everything Relayed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#10	HCO Procedures Not Followed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#11	VCO Procedures Not Followed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#12	Two-Line VCO Procedure Not F	0	1	0	0	0	0	0	0	0	0	0	0	1	14%
#13	Background Noise Not Typed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#14	Feelings Not Described	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#15	Recording Feature Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#16	Noise in Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#17	Agent Was Rude	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#18	Problem Answer Machine	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#19	Spanish Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

#20	Speech to Speech	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#21	Other Problem Type Complaint	0	1	0	0	0	0	0	1	0	0	0	0	2	29%
	TOTAL	**2**	**2**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**2**	**0**	**7**	

	TECHNICAL COMPLAINTS														
#22	Lost Branding	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#23	Charged for Local Call	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#24	Trouble Linking Up	0	0	0	0	1	0	1	0	0	0	0	0	2	50%
#25	Line Disconnected	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#26	Garbled Message	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#27	Database Not Available	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#28	Split Screen	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#29	Other Technical Type Complaint	1	0	0	0	0	1	0	0	0	0	0	0	2	50%
	TOTAL	**1**	**0**	**0**	**0**	**1**	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**4**	

	MISC COMPLAINTS														
#30	Rates	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#31	OSD	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#32	No 900 Number	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#33	Carrier of Choice	0	0	1	0	0	0	0	0	0	0	0	0	1	33%
#34	Network Recording	0	0	1	0	0	0	0	0	0	1	0	0	2	67%
#35	Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
	TOTAL	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**3**	

TOTAL CONTACT	**3**	**2**	**2**	**0**	**1**	**1**	**1**	**1**	**0**	**1**	**2**	**0**	**14**

Relay North Dakota

June 2002 –
May 2003

		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	TOTAL	PCT.
	SERVICE COMPLAINTS														
#00	Answer Wait Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#01	Dial Out Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#02	Didn't Follow Database Inst.	1	0	0	0	0	0	0	0	0	0	0	0	1	9%
#03	Didn't Follow Cust. Instruct.	0	1	0	1	0	0	0	0	0	0	0	0	2	18%
#04	Didn't Keep Customer Informed	0	1	0	0	0	0	0	1	0	0	0	0	2	18%
#05	Agent Disconnected Caller	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#06	Poor Spelling	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#07	Typing Speed/Accuracy	0	0	0	0	0	0	1	0	0	0	0	0	1	9%
#08	Poor Voice Tone	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#09	Everything Relayed	0	2	0	0	1	0	0	0	0	0	0	0	3	27%
#10	HCO Procedures Not Followed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#11	VCO Procedures Not Followed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#12	Two-Line VCO Procedure Not F	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#13	Background Noise Not Typed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#14	Feelings Not Described	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#15	Recording Feature Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#16	Noise in Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#17	Agent Was Rude	0	0	0	0	1	0	0	0	0	0	0	0	1	9%
#18	Problem Answer Machine	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#19	Spanish Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

#20	Speech to Speech	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#21	Other Problem Type Complaint	0	1	0	0	0	0	0	0	0	0	0	0	1	9%
	TOTAL	1	5	0	1	2	0	1	1	0	0	0	0	11	
	TECHNICAL COMPLAINTS														
#22	Lost Branding	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#23	Charged for Local Call	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#24	Trouble Linking Up	0	0	0	0	0	0	0	0	0	0	0	1	1	20%
#25	Line Disconnected	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#26	Garbled Message	0	0	0	0	0	0	0	0	0	0	1	3	4	80%
#27	Database Not Available	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#28	Split Screen	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#29	Other Technical Type Complaint	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
	TOTAL	0	0	0	0	0	0	0	0	0	0	1	4	5	
	MISC COMPLAINTS														
#30	Rates	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#31	OSD	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#32	No 900 Number	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#33	Carrier of Choice	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#34	Network Recording	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#35	Other	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	
	TOTAL CONTACT	1	5	0	1	2	0	1	1	0	0	1	4	16	

Relay North Dakota

June 2003 –
May 2004

		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	TOTAL	PCT.
	SERVICE COMPLAINTS														
#00	Answer Wait Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#01	Dial Out Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#02	Didn't Follow Database Inst.	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#03	Didn't Follow Cust. Instruct.	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#04	Didn't Keep Customer Informed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#05	Agent Disconnected Caller	1	0	0	0	0	0	0	0	0	0	0	0	1	25%
#06	Poor Spelling	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#07	Typing Speed/Accuracy	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#08	Poor Voice Tone	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#09	Everything Relayed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#10	HCO Procedures Not Followed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#11	VCO Procedures Not Followed	1	0	0	0	0	0	0	0	0	0	0	0	1	25%
#12	Two-Line VCO Procedure Not F	0	0	0	1	0	0	0	0	0	0	0	0	1	25%
#13	Background Noise Not Typed	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#14	Feelings Not Described	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#15	Recording Feature Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#16	Noise in Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#17	Agent Was Rude	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#18	Problem Answer Machine	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#19	Spanish Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#20	Speech to Speech	1	0	0	0	0	0	0	0	0	0	0	0	1	25%
#21	Other Problem Type Complaint	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

	TOTAL	3	0	0	1	0	0	0	0	0	0	0	0	4	

	TECHNICAL COMPLAINTS														
#22	Lost Branding	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#23	Charged for Local Call	0	0	0	1	0	0	0	0	0	0	0	0	1	50%
#24	Trouble Linking Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#25	Line Disconnected	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#26	Garbled Message	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#27	Database Not Available	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#28	Split Screen	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
#29	Other Technical Type Complaint	0	0	0	0	0	0	1	0	0	0	0	0	1	50%
	TOTAL	0	0	0	1	0	0	1	0	0	0	0	0	2	

	MISC COMPLAINTS														
#30	Rates	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#31	OSD	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#32	No 900 Number	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#33	Carrier of Choice	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#34	Network Recording	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
#35	Other	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	

	TOTAL CONTACT	3	0	0	2	0	0	1	0	0	0	0	0	6

Appendix V: Copy of TRS RFP

STATE OF NORTH DAKOTA
Information Technology Department

600 East Boulevard Avenue
Bismarck, ND 58505-0100

Request For Proposals
RFP 112-0404
Date of Issue: February 5, 2004

To Provide:
Telecommunications Relay Service in
North Dakota

Roxy Ennen
Project Manager
Information Technology Department

TABLE OF CONTENTS

SECTION ONE
Introduction and Instructions
1.01 Purpose of the RFP
1.02 Acknowledgement and Compliance Statement
1.03 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals
1.04 Electronic Availability
1.05 Assistance to Offerors with a Disability
1.06 Schedule of Events
1.07 Required Review
1.08 Questions Received Prior to Opening of Proposals
1.09 Amendments to the RFP
1.10 Offer Held Firm
1.11 Right of Rejection
1.12 State Not Responsible for Preparation Costs
1.13 Conflict of Interest
1.14 Offeror's Certification

SECTION TWO
Standard Proposal Information
2.01 Authorized Signature
2.02 Vendor Registration
2.03 Pre-proposal Conference
2.04 Supplemental Terms and Conditions
2.05 Subcontractors
2.06 Disclosure of Proposal Contents and Compliance with ND Open Records Laws
2.07 Evaluation of Proposal
2.08 Clarification of Offers
2.09 Site Inspection
2.10 Discussion with Offerors
2.11 Preference Laws
2.12 Contract Negotiation
2.13 Failure to Negotiate
2.14 Notice of Intent to Award – Offeror Notification of Selection
2.15 Protest and Appeal

SECTION THREE
Standard Contract Information

3.01 Contract Term and Renewal Options
3.02 Proposal as a Part of the Contract
3.03 Additional Terms and Conditions
3.04 Contract Approval
3.05 Contract Changes – Unanticipated Amendments
3.06 Indemnification and Insurance Requirements
3.07 Taxes and Taxpayer Tax Identification
3.08 Proposed Payment Procedures
3.09 Contract Funding
3.10 Payment Terms
3.11 Right to Inspect Place of Business
3.12 Termination for Default
3.13 Confidentiality
3.14 Work Product, Equipment, and Material
3.15 Independent Entity
3.16 Assignment
3.17 Disputes - Applicable Law and Venue

SECTION FOUR
Background Information

4.01 Background Information

SECTION FIVE
Scope of Work

5.01 General Requirements
5.02 TRS Personnel Staffing Requirements
5.03 Communication Assistant (CA) Standards
5.04 Communication Assistant (CA) Requirements
5.05 Telecommunication Relay Service Center (TRSC) Requirements
5.06 ND Telecommunication Relay Service (NDTRS) Requirements
5.07 Quality of Service Standards
5.08 Calls Processed Through the NDTRS
5.09 Charges and Rates that Currently Apply to NDTRS
5.10 Outreach Program
5.11 Relay Service Provider Reporting Requirements
5.12 Captioned Telephone Service Requirements
5.13 Payment Requirements
5.14 FCC Requirements
5.15 NDTRS Current Features

SECTION SIX

Proposal Format and Content

6.01 Proposal Format and Content
6.02 Introduction
6.03 Cost Proposal and Required Enclosures

SECTION SEVEN
Evaluation Criteria and Vendor Selection
7.01 Evaluation Criteria

SECTION EIGHT
Attachments
8.01 Exhibits

Exhibit A – Acknowledgement and Compliance Statement Form
Exhibit B – Pricing
Exhibit C – Experience and Reliability
Exhibit D – Expertise of Personnel
Exhibit E – Offeror Contact Information

SECTION ONE
INTRODUCTION AND INSTRUCTIONS

1.01
Purpose of the RFP

The Information Technology Department (ITD) of the State of North Dakota (hereinafter referred to as the State) issues this Request for Proposal (RFP) for providing telephone relay services in North Dakota.

It is the intention of the state that a single contract shall be awarded for a full service, confidential, statewide, twenty-four (24) hours-per-day, seven-days-per-week telecommunications relay service that is economically feasible and which satisfies or exceeds the minimum specifications contained herein. The service shall be called the North Dakota Telecommunications Relay Service (NDTRS).

1.02
Acknowledgement and Compliance Statement

Bidders wishing to submit a response to this RFP must sign and return the Acknowledgement and Compliance Statement certifying that they meet the requirements outlined in Section 5 of this RFP and is eligible and interested in responding. The Acknowledgement and Compliance Statement must be returned to Mr. Dan Sipes at the address indicated in the section below by March 5, 2004 in the Schedule of Events. The State will consider bidders as unwilling or unable to participate in this bid if the Acknowledgement and Compliance Statement is not returned by the specified date. Bidders not returning the Statement will be considered non-responsive and will receive no further consideration. If only one bidder returns this Statement, the State will work solely with that bidder to secure a contract for the NDTRS.

1.03
Return Mailing Address, Contact Person, Telephone, Fax Numbers and
Deadline for Receipt of Proposals

Bidders must submit one (1) original (marked 'Original') and two (2) copies of all materials required for acceptance of the proposal by 2:00 p.m. Central Time, on March 18, 2004 to:

Mr. Dan Sipes, Director of Administrative Services
Information Technology Department
600 East Boulevard Avenue, Dept. #112
Bismarck, ND 58505-0100

Proposals must be received in the above office by the specified time stated above. All proposals will be time-stamped when accepted by ITD by the stated deadline. Proposals received after the stated deadline will not be accepted for evaluation.

To ensure confidentiality of the document, and to avoid being inadvertently opened prematurely by the State, all proposals must be packaged, sealed, and show the following information on the outside of the package:

1.04
Electronic Availability

This Request for Proposal is also available on the State of North Dakota, Information Technology Department website at http://www.state.nd.us/itd/.

1.05
Assistance to Offerors With a Disability

Offerors with a disability needing accommodation should contact the project manager prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06
Schedule of Events

The schedule of events set out herein represents the State of North Dakota's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

Release of Request for Proposal	February 5, 2004
Final Date for Offeror Questions/Inquiries on RFP	February 19, 2004
All Responses to Offeror Questions Due	February 24, 2004
Acknowledgement and Compliance Statement Due from Bidders	March 5, 2004
Proposals Due from Bidders	March 18, 2004
Notice of Intent to Award	March 23, 2004
Vendor contract negotiated, approved, and awarded	April 8, 2004
Date of Implementation	July 1, 2004

1.07
Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the project manager by the time and date indicated in the Schedule of Events. This will allow issuance of any necessary amendments. It will also help prevent the opening of a

defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the project manager, in writing, before the time indicated in the Schedule of Events.

1.08
Questions Received Prior to Opening of Proposals

The project manager shall be the main point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the State may result in the vendor being disqualified.

PROJECT MANAGER: Roxy Ennen
PHONE: (701) 328-2300
FAX: (701) 328-3000
TTY Users call: 1-800-366-6888 (Relay North Dakota)
E-MAIL: rennen@state.nd.us

All questions must be in writing and directed to the issuing office, addressed to the project manager, and cite the subject RFP number. The project manager must receive these written requests by the deadline specified in the RFP Schedule of Events.

Two types of questions generally arise. One type of question may be answered by directing the questioner to a specific section of the RFP, and the project manager may answer these questions over the telephone. The other type of question may be more complex and may require a written amendment to the RFP. The project manager will make that decision.

Oral communications shall be considered unofficial and non-binding on the State. The interested party must confirm telephone conversations in writing.

1.09
Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all who were mailed a copy of the RFP and to those who have requested a copy of the RFP from the project manager.

1.10
Offer Held firm

Proposals must remain open and valid for at least *NINETY (90) DAYS* from the deadline specified for submission of proposals. In the event award is not made within *NINETY (90) DAYS*, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

1.11
Right of Rejection

The State reserves the right to reject any or all proposals, in whole or in part. Proposals received from debarred or suspended vendors shall be rejected. The State may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the project manager may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The State may waive minor informalities that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The state also reserves the right to refrain from making an award if it determines that to be in its best interest.

1.12
State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13
Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest shall be final.

1.14
Offeror's Certification

By signature on the proposal, offerors certify that they comply with:

a) the laws of the State of North Dakota,
b) North Dakota Administrative Code,

c) all applicable local, state, and federal laws, code, and regulations,
d) the applicable portion of the Federal Civil Rights Act of 1964,
e) the Equal Employment Opportunity Act and the regulations issued there under by the federal government,
f) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government,
g) all terms, conditions, and requirements set forth in this RFP,
h) a condition that the proposal submitted was independently arrived at, without collusion,
i) a condition that the offer will remain open and valid for the period indicated in this solicitation, and
j) a condition that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government,
k) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

SECTION TWO
STANDARD PROPOSAL INFORMATION

2.01
Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

2.02
Vendor Registration

VENDORS MUST BE APPROVED BEFORE A CONTRACT CAN BE AWARDED

North Dakota law requires a person/vendor must be approved by the State before they are awarded a contract for commodities or services.

Prospective offerors may access the Procurement Vendor Database at http://www.state.nd.us/csd/spo/csd-spo-public.htm to verify whether or not their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 915-77.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: http://www.state.nd.us/csd/spo/vendor-resources.htm. Contact the ND State Procurement Office at 701-328-1726 or infospo@state.nd.us for assistance.

An offeror who is not registered by the deadline for receipt of proposal will be determined to be non-responsive, and their proposal may be rejected.

2.03
Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the project manager by the deadline indicated for submission of questions in the schedule of events.

2.04
Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

(a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

(b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.05
Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within *five working days* from the date of the State's request:

(a) complete name of the subcontractor,
(b) complete address of the subcontractor,
(c) type of work the subcontractor will be performing,
(d) percentage of work the subcontractor will be providing,
(e) evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid North Dakota business license, and
(f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval from the State.

2.06
Disclosure of Proposal Contents and Compliance with ND Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, will be held in confidence until an award is made.

After award, proposals will be subject to North Dakota open records law. Records are closed or confidential only if specifically stated in law. Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. The State will respond to the offeror's request, in writing, with a written determination whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

2.07
Evaluation of Proposals

The State will evaluate proposals and the evaluation will be based solely on the criteria set forth in this RFP.

2.08
Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the State are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.09
Site Inspection

The State may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the State will conduct the site inspection at the State's expense.

2.10
Discussions with Offerors

After the initial evaluation, the State may conduct discussions with offerors who have submitted proposals determined to be reasonably susceptible for award. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the State. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications are made as a result of these discussions, they will be put in writing.

2.11
Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the State of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one who has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded.

For a listing of state preference laws, visit the following website:

http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php
or contact the ND State Procurement Office at 701-328-2683.

2.12
Contract Negotiation

After final evaluation, the State may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

2.13
Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.14
Notice of Award - Offeror Notification of Selection

After the completion of contract negotiation the State will issue a written Notice of Award and send copies to all offerors. The Notice of Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Award.

2.15
Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.
If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the State at least seven (7) calendar days prior to the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.
If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the State within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION THREE
STANDARD CONTRACT INFORMATION

3.01
Contract Term and Renewal Options

The contract term shall be for a period of three (3) years beginning July 1, 2004.

The vendor agrees that, through the term of the contract and any agreed-upon extensions, the State will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

The State may do assessments of the awarded vendor's performance. This contract may be cancelled for one or more poor performance assessments. Before cancellation of this contract, the vendor will be notified and have an opportunity to respond to poor performance claims.

The State reserves the right to impose financial penalties upon awarded contractor in the event of lengthy or multiple outages. Financial penalties may be negotiated either in advance or upon non-performance or non-compliance.

Extension Option

This contract may, upon mutual agreement between parties and according to the terms of the existing contract, be extended for three (3) one (1) year intervals, for a period not to exceed six (6) years in total.

Renewal Option

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to *THREE* options to renew this contract annually under the same terms and conditions for a period of *TWELVE MONTHS* each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least sixty (60) DAYS before the scheduled contract expiration date.

3.02
Proposal as a Part of the Contract
Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.03
Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.04
Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the Information Technology Department approves the contract. Upon written notice to the vendor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the State.

3.05
Contract Changes - Unanticipated Amendments

During the course of this contract, the vendor may be required to perform additional service. That service will be within the general scope of the initial contract. When additional service is required, the project manager designated by the State will provide the vendor a written description of the additional service and request the vendor to submit a firm time schedule for accomplishing the additional service and a firm price. Cost and pricing data must be provided to justify the cost of such amendments.

The vendor will not commence additional services until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the State.

3.06
Indemnification and Insurance Requirements

The respondent agrees to indemnify, save, and hold harmless the State of North Dakota (and other non-State users under this contract), its agencies, officers, consultants and employees from and against any and all claims of any nature, including the costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the State's sole negligence. The respondent also agrees to indemnify, save, and hold the State harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein.

The successful vendor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota; (1) commercial general liability; (2) automobile liability; and (3) workers' compensation insurance all covering the successful vendor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers' compensation.

The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy as additional insured. The successful vendor shall furnish a certificate of insurance and a copy of the additional insured endorsement to the undersigned State representative prior to commencement of this agreement. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the State as well as provisions that the policy and/or endorsement may not be canceled or modified

without thirty (30) days prior written notice to the undersigned State representative, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

The successful vendor's insurance coverage shall be primary (i.e., pay first) in respect to any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be in addition to the successful vendor's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the successful vendor.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A" or better by A.M. Best Company, Inc.

The State will be indemnified, saved and held harmless to the full extent of any coverage actually secured by the successful vendor in excess of the minimum requirements set forth above.

3.07
Taxes and Taxpayer Identification

The vendor must provide a valid Vendor Tax ID as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A vendor performing any contract, including service contracts, for the United States Government, State of North Dakota, Counties, Cities, Villages, School Districts, Park Board or any other municipal corporations in North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out such contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit their website at www.ndtaxdepartment.com for more information.

3.08
Proposed Payment Procedures

The vendor will submit a monthly billing to ITD for the services provided for the previous month. Billings should be sent to Accounts Payable, Information Technology Department.

3.09
Contract Funding

Approval or continuation of a contract resulting from this is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

3.10
Payment Terms

Payment for commodities and services received under contracts will normally be made within thirty (30) calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later.

3.11
Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the vendor's place of business that are related to the performance of a contract. If the State makes such an inspection, the vendor must provide reasonable assistance.

3.12
Termination for Default

If the State determines that the vendor has refused to perform the service or has failed to perform the service with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the vendor and terminate the contract.

3.13
Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

3.14
Work Product, Equipment and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon termination of this contract, unless otherwise agreed to in writing by the State.

3.15
Independent Entity

The vendor is an independent entity under this contract and is not a State employee for any purpose. The vendor retains sole and absolute discretion in the manner and means of carrying out the vendor's activities and responsibilities under the contract, except to the extent specified in the contract.

3.16
Assignment

The vendor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the Vendor may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

3.17
Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

SECTION FOUR
BACKGROUND INFORMATION

4.01
Background Information

The Telecommunications Access of North Dakota's program was established by the fifty-third (53rd) Legislative Assembly through the enactment of House Bill 1028 which established a program to provide specialized telecommunications services and equipment to the communications impaired. The ITD is responsible for administering the relay services program.

In response to the Americans with Disabilities Act and the North Dakota legislative mandate, the relay services program is funded by an access line surcharge paid by the customers of local exchange companies and radio communications service providers from the State of North Dakota.

Before May 1st of each year, the ITD is required to provide cost data and other information to the Public Service Commission who calculates the amount of the surcharge. The surcharge for 2003 - 2004 is $.06 per access line per month.

It is the intent of this solicitation that the Offeror provide the State of North Dakota a telephone communication service for the deaf, hard of hearing or speech impaired person through the assistance of a Communication Assistant (CA). The CA translates the verbal or typed message between the deaf, hard of hearing or speech impaired parties and the hearing person.

In July of 1999, the State awarded a three-year contract for Telecommunications Relay Services to Sprint. The contract included two one-year renewals and will expire on June 30, 2004.

The NDTRS averages:

- 28,306 minutes per month of usage
- 6,289 calls per month
- 4.56 minutes per call

The NDTRS must, at a minimum, provide a service equivalent to voice telephone which is sufficient to comply with the requirements of Title IV of the Americans with Disabilities Act (ADA). If the definition of a standard telephone service is upgraded to include services other than voice telephony, the service provider will be required to provide an equivalent service sufficient to comply with the ADA.

SECTION FIVE
SCOPE OF WORK

5.01
General Requirements

The vendor shall provide a statewide Telecommunication Relay Service (TRS) for North Dakota in accordance with the requirements and provisions stated herein.

The vendor shall provide a TRS with state of the art technology, which will provide the most beneficial and cost effective methods to implement the TRS.

The NDTRS shall be operational and provide for a seamless transition for the current service, ready for implementation not later than July 1, 2004.

5.02
TRS Personnel Staffing Requirements

The vendor shall provide a full-time position for and shall employ an individual with knowledge of and familiarity with the deaf, hard of hearing, and speech-impaired community to serve as Relay Account Manager for the state of North Dakota.

The vendor shall include adequate staffing to provide callers with efficient access under projected volumes so that 85% of all calls will be answered within 10 seconds on a daily basis by a live communication assistant.

5.03
Communication Assistant (CA) Standards

The vendor shall specify how they plan to demonstrate that CAs meet all necessary proficiency requirements. CAs shall be able to quickly and accurately type conversations. This will include but not be limited to:

- Basic skills in English grammar.
- A minimum processing speed consistent with the FCC-mandated minimum.
- Minimum spelling skills equivalent to quickly and easily spelling words comparable to a beginning college level conversation.
- Diction, clarity, and formality of speech at a level appropriate to communication between business professionals.
- Ability to understand deaf people using limited English, ability to translate typewritten ASL into English, and ability to translate limited written English to correct English. Bidders shall demonstrate how they plan to train CAs in this regard. Furthermore, bidders shall indicate at what level they consider CAs to be fully trained in this capacity.

5.04
Communication Assistant (CA) Requirements

The TRS provider shall provide a sufficient number of Communication Assistants (CAs) and facilities to meet the requirements of the NDTRS.

The TRS provider is responsible for requiring that all CAs be sufficiently trained to effectively meet all the FCC mandatory minimum standards.

5.05
Telecommunication Relay Service Center (TRSC) Requirements

The vendor shall operate a Telecommunication Relay Service Center (TRSC). The TRSC shall:

- Provide relay service for all North Dakota exchanges every day, 24 hours a day.,
- Allow callers to place calls through the NDTRS from their primary location and from locations other than their primary location.
- Allow callers to utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card, and 900 number services, as identified by the vendor.
- The TRSC shall provide statewide service for all calls originating within the state of North Dakota, including calls placed across a state line, which, if the TRSC were not used, would be considered toll free calling. The vendor shall provide the service through the dialing of "711", as well as through the use of the current statewide (toll-free)-access method, with retaining the current toll-free telephone numbers. The vendor may provide for an in-state, an out-of-state, multiple locations, and/or any other alternative of the TRSC.

5.06
ND Telecommunication Relay Service (NDTRS) Requirements

The NDTRS shall include the following basic services for local calls, intrastate toll calls and interstate toll calls originated in North Dakota:

- Allow for switching and transmission of the call;
- Be able to handle emergency calls, allowing automatic and immediate transfer of the call to the nearest Public Safety Answering Point (PSAP);
- Include methods of accessing and being accessed with ASCII (with split-screen capability, if appropriate to the users software/equipment), Baudot, TurboCode, and E-TurboCode formats at any speed generally in use:
- Allow access to users to their chosen interexchange carrier (IXC) through the TRS and to

all chosen operator services.

- Provide unlimited time on the duration of calls;

- Provide no limit on the number of calls handled by the CA for each access by the user to the TRS.
- Have a minimum of four (4) hours of auxiliary (reserve) power for continuation of the TRS operation in case of commercial power failure. The vendor shall adjust billing to the State for out of service conditions totaling over four (4) hours in a 24-hour period, provided such out of service conditions are under the control of the vendor. The adjustment for the service outage shall be equivalent to an average of one (1) day's billing of the NDTRS during the monthly billing period. The vendor shall make (1) adjustment for each out of service condition during the monthly billing period. No more than one (1) out of service adjustment will be assessed within a 24-hour period.

5.07
Quality of Service Standards

The quality of service provided by the NDTRS shall conform to the standards listed below. The vendor shall meet the following standards immediately upon implementation of the NDTRS.

- The network shall be designed to comply with a Grade Of Service (GOS) of P.01 or better , which is based on normal industry standards.

- After a call reaches the NDTRS, the answer time for at least 85% of all calls during all times of the day shall be within ten (10) seconds, and no more than 30 seconds shall elapse between the receipt of the dialing information and the dialing of the requested number.

- Transmission circuits for the NDTRS must meet or exceed the generally accepted industry standards.

5.08
Calls Processed Through the NDTRS

The following list describes the types of calls which shall be processed through the TRS:

- Calls originating and terminating within the state of North Dakota (intrastate);

- Calls originating within the state of North Dakota and terminating at points outside the state (interstate or international);

- Calls originating outside the state of North Dakota and terminating at points inside the state (interstate);

- Calls originating within the state of North Dakota and terminating across a state line which, if the NDTRS was not used, would be considered local and toll free calling;

- Intrastate and interstate Directory Assistance (DA), intrastate at no charge to the end user (and interstate to be paid from the NECA fund) and;

- Calls to 900 numbers shall be provided by the vendor free of charge to the calling party. The calling party shall pay for all other charges associated with the call.

Calls to NDTRS from payphones, subject to the following:

- Local payphone calls must be provided free of charge and;

- Users must be able to make toll calls by using calling or prepaid (debit) cards with rates equivalent to or less than those that would apply to a similar conventional call made using coin sent-paid service (coin call rates).

The vendor shall pass Caller ID information from the originating call, if available and not blocked, to the called party, so that if the called party subscribes to Caller ID service from the local exchange carrier, the called party may see the number or name and number, as appropriate to the subscribed service, of the calling party.

5.09
Charges and Rates that Currently Apply to NDTRS

Local and toll free calls – The calling or called party shall bear no charges for calls originating and terminating within a toll-free calling scope.

Intrastate Long Distance Calls – the discount is 35% off the day (7 am – 7 pm), 25% off the evening (7 pm – 11 pm), and 10% off the night/weekend (11 pm – 7 am; Sat.: Sun.) MTS rates.

Interstate Long Distance Calls - the discount is 50% off the day (7 am – 7 pm), the evening (7 pm – 11 pm), and the night/weekend (11 pm – 7 am; Sat.: Sun.) MTS rates.

5.10
Outreach Program

The vendor shall establish an outreach program that includes the following:

- *PARTICIPATE IN COMMUNITY/ORGANIZATIONAL EVENTS*
- *ESTABLISH CONTACT WITH LEADERS OF DEAF SERVICE AND NON-PROFIT ORGANIZATIONS*
- *INTERACT, RESOLVE, AND RESPOND TO ALL CUSTOMER COMPLAINTS TO 100% COMPLETE CUSTOMER SATISFACTION*
- *DISSEMINATE INFORMATION ABOUT THE NDTRS*
    - *EDUCATE CONSUMERS ABOUT NDTRS*

- *PROVIDE AT A MINIMUM, AN ANNUAL NEWSLETTER*
- *UPDATE NDTRS BROCHURES AS INFORMATION CHANGES*
- *REVIEW CONTENT ON THE NORTH DAKOTA RELAY WEBSITE, AND RECOMMEND UPDATES AS NEEDED*
- *DISTRIBUTE INFORMATION ABOUT THE NDTRS THROUGH MAJOR TV TELEVISION AND/OR RADIO STATIONS TO PROMOTE NDTRS*
- *GIVE PRESENTATIONS TO HARD OF HEARING, DEAF, SPEECH IMPAIRED COMMUNITIES, SERVICE CLUBS, CIVIC, SPECIAL INTEREST GROUPS, ETC.*
- *SET UP EXHIBIT BOOTHS AT APPROPRIATE CONFERENCES AND FEASIBLE.*
- *NETWORK WITH BUSINESSES REGARDING NDTRS AND HOW THEY CAN BENEFIT USING THE SERVICE THAT IS AVAILABLE TO THEM, THEIR CUSTOMERS, EMPLOYEES, ETC.*

5.11
Relay Service Provider Reporting Requirements

The vendor shall maintain its records of NDTRS operations so as to permit review and determination of such operations. Such records shall be made available during normal business hours for inspection by the State.

The vendor shall maintain and provide monthly records as directed by the State which shall include, at a minimum, the following:

- Total number of relayed calls handled by the NDTRS;

- Call volume showing percentages of each of the following types of calls: local and toll free, intrastate intraLATA, intrastate interLATA and interstate, separated by originating area code;

  - Average holding time per call and supporting documentation;
  - Average answer time and supporting documentation;
  - Number of calls originated by TTs;
  - A log of customer complaints to include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution;
  - Number of DA calls.

- The vendor shall provide to the State an annual report of operations, traffic patterns and accounting data about the NDTRS.

- The vendor shall maintain a log of consumer complaints. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. Summary of the log shall contain a 12-month period ending May 31. This summary of complaints shall be provided to the State TRS contact.

5.12
Captioned Telephone Service Requirements

The vendor shall offer Captioned Telephone (CapTel) service that shall meet or exceed the following criteria and shall comply with FCC mandated requirements.

5.13
Payment Requirements

The vendor shall be paid on a monthly basis for the total accumulated minutes of traffic per month in accordance with the firm, fixed price per minute stated on the Price Page.

The vendor shall agree and understand the NDTRS toll calls will be billed by either the user's local exchange carrier (LEC), the contractor, or the user's preferred Interchange Carrier (IXC) if such IXC billing preference is accepted by the contractor and identified on the user's profile.

5.14
FCC Requirements

All current mandated standards and regulations and any future standards mandated by the FCC relating to TRS codified by the FCC, whether or not said standards are specifically mentioned, named, or referred to in this RFP shall be incorporated by reference. The state may negotiate with the vendor in the event of FCC mandated changes would necessitate a change in the price or services required for the provision of the NDTRS.

5.15
NDTRS Current Features

NDTRS Features	Current Configuration
VCO Greeting Identifier	VOICE (OR TYPE) NOW
Answering Machine Ret.	Implemented
ASCII Split Screen	Implemented
Background Noises	Implemented
Caller ID (ISDN)	Implemented
CID Per Line (Global) Block	Implemented
CID Per Call Block	Implemented
CID Per Call Blocking macros (Greeting and Dial)	Macros disabled
Carrier of Choice	Implemented
Customer Database	Implemented
Deaf-Blind Pacing	15 WPM

Dialed Number Verification	DIALING XXX-XXX-XXXX
Directory Assistance	Implemented
Error Correction	Implemented
Gender ID	Implemented
NDTRS Features	Current Configuration
Hearing Carryover (HCO)	Implemented
HCO-HCO	Implemented
HCO-TTY	Implemented
Inbound International	Implemented
Internet Relay (SRO)	Implemented
Last Number Redial	Implemented
Machine Recording Capabilities	Implemented
Regional 800/888/877	Implemented
Roaming	Unrestricted
Spanish to Spanish Relay	Available
Spanish to English Translation	Available
Speech Disabled Indicator	Implemented
Speech to Speech	Implemented
Speech to Speech/VCO	Implemented
Transfer Gate capabilities	Implemented
TTY Operator Services (OSD)	Implemented
Turbo Code	Implemented
Two-Line VCO	Implemented
Variable Time Stamp Macro	Implemented
Video Relay Service	Implemented
Voice Call progression	Implemented
Voice Gender ID	Implemented
Voice Carryover (VCO)	Implemented
VCO Gate	Implemented
VCO w/ privacy/NO GA	Implemented
VCO-HCO	Implemented
VCO-TTY	Implemented
VCO-VCO	Implemented
900/800 Pay Per Call	Implemented
7-1-1	Implemented

SECTION SIX
PROPOSAL FORMAT AND CONTENT

6.01
Proposal Format and Content

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02
Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror understands and will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individual working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03
Cost Proposal and Required Enclosures

Cost: The offeror must respond to Exhibit B with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

Experience and Reliability: The offeror must provide information relative to experience and reliability. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's experience and reliability.

Expertise of Personnel: The offeror must provide information relative to the respective expertise of personnel. It is highly desirable that the offeror respond to the information requested in Exhibit D for purposes of evaluating the offeror's expertise of personnel.

Offeror Contact Information: The offeror should respond to the information requested in Exhibit E, Coordinator Information.

SECTION SEVEN
EVALUATION CRITERIA AND VENDOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100

7.01
Evaluation Criteria

After determining that a proposal satisfies the mandatory requirements, the State shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost ……... 40%
Experience and Reliability……..…..... 35%
Expertise of Personnel……..... 25%

Cost Evaluation: The evaluation of cost shall cover the required pricing included in Exhibit B in the original contract period plus renewal periods.

NOTE: The State reserves the right to subjectively evaluate optional services, features and optional accessories.

Subjective Evaluation: The evaluation of the Experience and Qualifications shall be subjective based on information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

Contract Award: The State reserves the right to make award(s) by item or all or none.

Compliance with RFP Requirements and Terms and Conditions:

The offeror's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. The State shall not award a noncompliant proposal.

Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the State reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State of North Dakota.

NOTE: The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

Question/Answer Conferences: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the State.

SECTION EIGHT
ATTACHMENTS

8.01
Attachments

Exhibit A – Acknowledgement and Compliance Statement
Exhibit B – Pricing
Exhibit C – Experience and Reliability
Exhibit D – Expertise of Personnel
Exhibit E – Offeror Contact Information

EXHIBIT A

ACKNOWLEDGEMENT AND COMPLIANCE STATEMENT

Completing and signing this Acknowledgement and Compliance Statement indicates that you have read and understood all of the requirements of this Request for Proposal. Your signature certifies that your company can and will comply with all the requirements in the RFP if awarded a contract.

In order to receive further consideration in the evaluation process bidder must return this form by the deadline stated in the Schedule of Events to:

Mr. Dan Sipes, Director of Administrative Services
Information Technology Department
600 East Boulevard Avenue, Dept. #112
Bismarck, ND 58505-0100

Company Name: _____

Company Representative: _____

Title: _____

Address: _____

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

EXHIBIT B
PRICING

B. 1 REQUIRED PRICING:

a. ND Telecommunication Relay Service (NDTRS): The offeror must state the firm, fixed rates per minute for the following service:

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
001	NDTRS Call (Intra-service)	Minute	$

b. CapTel Service (State may decide not to procure this service): The offeror must state the firm, fixed rates per minute for the following service:

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
002	CapTel Call	Minute	$

B. 2 OPTIONAL EQUIPMENT AND ACCESSORIES: The offeror may provide firm, fixed pricing for other optional equipment, installation (if required), and accessories if offered and proposed below.

Description	Unit of Measure	Firm Fixed Price

B. 3 RENEWAL OPTIONS FOR ALL PRICING:

The State shall have the sole option to renew the contract for three (3) additional one-year periods, or any portion thereof.

The offeror must indicate below the maximum allowable percentage of price increase to the renewal option periods. The stated percentage(s) shall apply to each itemized component on the applicable pricing page(s). If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State.

ND Telecommunication Relay Service:

Maximum Increase

1st Renewal Period: original price +_____%

2nd Renewal Period: original price +_____%

3rd Renewal Period: original price +_____%

CapTel Service:

Maximum Increase

1st Renewal Period: original price +_____%

2nd Renewal Period: original price +_____%

3rd Renewal Period: original price +_____%

B. 4 Features Proposed:
Circle the appropriate column based on the feature proposed in the Offeror's Proposal.

NDTRS Features	Current Configuration	Offeror's Proposal	
VCO Greeting Identifier	VOICE (OR TYPE) NOW	Included	Not Included

Answering Machine Ret.	Implemented	Included	Not Included
ASCII Split Screen	Implemented	Included	Not Included
Background Noises	Implemented	Included	Not Included
Caller ID (ISDN)	Implemented	Included	Not Included
CID Per Line (Global) Block	Implemented	Included	Not Included
CID Per Call Block	Implemented	Included	Not Included
CID Per Call Blocking macros (Greeting and Dial)	Macros disabled	Included	Not Included
Carrier of Choice	Implemented	Included	Not Included
Customer Database	Implemented	Included	Not Included
Deaf-Blind Pacing	15 WPM	_____ WPM	
Dialed Number Verification	DIALING XXX-XXX-XXXX	Included	Not Included
Directory Assistance	Implemented	Included	Not Included
Error Correction	Implemented	Included	Not Included
Gender ID	Implemented	Included	Not Included
Hearing Carryover (HCO)	Implemented	Included	Not Included
HCO-HCO	Implemented	Included	Not Included
HCO-TTY	Implemented	Included	Not Included
Inbound International	Implemented	Included	Not Included
Internet Relay (SRO)	Implemented	Included	Not Included
Last Number Redial	Implemented	Included	Not Included
Machine Recording Capabilities	Implemented	Included	Not Included
Regional 800/888/877	Implemented	Included	Not Included
NDTRS Features	Current Configuration	Offeror's Proposal	

Roaming	Unrestricted	Unrestricted	Restricted
Spanish to Spanish Relay	Available	Available	Unavailable
Spanish to English Translation	Available	Available	Unavailable
Speech Disabled Indicator	Implemented	Included	Not Included
Speech to Speech	Implemented	Included	Not Included
Speech to Speech/VCO	Implemented	Included	Not Included
Transfer Gate capabilities	Implemented	Included	Not Included
TTY Operator Services (OSD)	Implemented	Included	Not Included
Turbo Code	Implemented	Included	Not Included
Two-Line VCO	Implemented	Included	Not Included
Variable Time Stamp Macro	Implemented	Included	Not Included
Video Relay Service	Implemented	Included	Not Included
Voice Call progression	Implemented	Included	Not Included
Voice Gender ID	Implemented	Included	Not Included
Voice Carryover (VCO)	Implemented	Included	Not Included
VCO Gate	Implemented	Included	Not Included
VCO w/ privacy/NO GA	Implemented	Included	Not Included
VCO-HCO	Implemented	Included	Not Included
VCO-TTY	Implemented	Included	Not Included
VCO-VCO	Implemented	Included	Not Included
900/800 Pay Per Call	Implemented	Included	Not Included
7-1-1	Implemented	Included	Not Included

EXHIBIT C
EXPERIENCE AND RELIABILITY

The evaluation of the offeror's proposed experience and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the services and support proposed in providing experience and reliability of the organization. The following information should be provided by the offeror in order to verify their proposed experience and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

C.1 OFFEROR'S EXPERIENCE

1) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided the same or similar services as that proposed herein. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.

2) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided services other than those required. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.

3) The offeror should describe their experience in providing an outreach program. List other entities and a short explanation of the activities performed.

C.2 RELIABILITY OF ORGANIZATION

1) The offeror should describe the financial and personnel resources of the organization(s)

available to support the subsequent contract.

C.3 ADDITIONAL INFORMATION

The offeror should provide any additional relevant information to assist in the evaluation of the offeror's proposed experience and reliability.

EXHIBIT D
EXPERTISE OF PERSONNEL

The evaluation of the offeror's proposed expertise of personnel shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the services and support proposed in providing expertise of the personnel proposed. The following information should be provided by the offeror in order to verify their proposed expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

D.1 EXPERTISE OF PERSONNEL

The offeror should describe the expertise of their personnel including their respective job descriptions, qualifications and their roles in the subsequent contract.

D.2 ADDITIONAL INFORMATION

The offeror should provide any additional relevant information to assist in the evaluation of the offeror's expertise of personnel.

EXHIBIT E

OFFEROR CONTACT INFORMATION

E.1 OFFEROR CONTACT INFORMATION

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, payment address information, etc.

RFP COORDINATOR CONTACT INFORMATION *i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal*	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION *i.e. person to be contacted for questions and other coordination activities regarding an awarded contract*	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

PAYMENT ADDRESS	
STREET ADDRESS:	
CITY, STATE, & ZIP CODE:	

Appendix W: Copy of Phone Bill with Surcharge Rate

3597 D

** BACK OF STUB LEFT BLANK INTENTIONALLY **

MIDSTATE TELEPHONE COMPANY
MAIN STREET * BOX 400 * STANLEY, ND 58784
(701)628-2522

INFORMATION TECHNOLOGY DEPT
(701)628-3397
ACCOUNT NO: 3397
BILL DATE: 09/01/2007
PAGE: 2

Description	Effective Date	Quantity		Amount
SUMMARY FOR: (701)628-3397				
TELEPHONE CHARGES	09/01-09/30			
E-911 CHARGE		1 @	1.00	1.00
FEDERAL ACCESS CHARGE		1 @	6.50	6.50
TELECOMMUNICATIONS RELAY SERVICE FUND		1 @	0.04	.04
FEDERAL UNIVERSAL SERVICE CHARGE-SINGLE		1 @	0.73	.73
BUS ACCESS-1		1 @	18.11	18.11
TELEPHONE CHARGES SUBTOTAL				26.38
INTERNET SERVICES	09/01-09/30			
INET-UNLIMITED HOURS		1 @	19.95	19.95
DSL 782KBT		1 @	62.00	62.00
INTERNET SERVICES SUBTOTAL				81.95

PRINTED ON RECYCLABLE PAPER

NORTHWEST COMMUNICATIONS COOPERATIVE

PO BOX 38
RAY ND 58849-0038
701-568-3331

INFORMATION TECHNOLOGY DEPT
ACCOUNT NO: 555100
TELEPHONE NO: (701)933-3441
BILL DATE: 09/01/2007
Page: 2 of 4

MONTHLY USAGE FOR TELEPHONE NO: (701)933-3441

Description	Date	Quantity	Amount
BALANCE INTO BILLING			26.52CR
Telephone	09/01-09/30		
*BUS LINE CHG		1 @ 18.50	18.50
*WIRE MAINT		1 @ 1.50	1.50
Telephone SUBTOTAL			**20.00**
Other Fees & Charges	09/01-09/30		
*E 911 CHARGE - BURKE COUNTY		1 @ 1.00	1.00
*FEDERAL UNIVERSAL SERVICE CHG - MULTI		1 @ 1.04	1.04
FEDERAL SUBSCRIBER LINE CHARGE MULTIPLE		1 @ 9.20	9.20
*TELECOMMUNICATIONS RELAY SERVICE FUND		1 @ 0.04	.04
Other Fees & Charges SUBTOTAL			**11.28**
Other Services	09/01-09/30		
NON PUBLISH		1 @ 1.00	1.00
Other Services SUBTOTAL			**1.00**

*Essential Services are indicated by an asterisk. Failure to pay these services may result in your telephone service being disconnected.

SUB-TOTAL	32.28
CURRENT BILLING AMOUNT	32.28

CHANGE OF ADDRESS

Effective Date _____

NAME _____

NEW ADDRESS _____

CITY _____ **STATE** ___ **ZIP** _____ – _____

CREDIT CARD PAYMENT

☐ **Please charge my** ☐ **MasterCard** ☐ **Discover** ☐ **Visa for the amount of $** _____ . ____

Name on Credit Card _____

Credit Card Number _____

Credit Card Expiration Date _____ **Credit Card PIN Number** _____

Authorized Signature (required) _____

PRINTED ON RECYCLABLE PAPER

Appendix X: Copy of Letter to the FCC Regarding Relay North Dakota Substantive Changes

September 14, 2007

Thomas Chandler, Chief
Disability Rights Office,
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street SW
Washington, D.C. 20554

RE: Changes to the North Dakota Telecommunications Relay Services

Dear Mr. Chandler:

As the North Dakota Telecommunications Rely Service Administrator, I wanted to ensure that North Dakota is in compliance with FCC rule 47 C.F.R. § 64.605 (f)(1) by notifying the Commission of substantive changes to the state's TRS program, which transpired in 2006. The North Dakota TRS implemented a Cap Tel program for North Dakota consumers. Please accept my letter certifying that North Dakota's TRS program continues to meet federal minimum standards after implementing this substantive change.

If you have any questions, please do not hesitate to contact me at 701-328-2300 or via e-mail at rennen@nd.gov.

Respectfully,

Roxy Ennen, RSPF Program Manager

CC: Marlene Dortsch, Commission Secretary