

**Appendix K:**  
**Copy of Legislation Establishing TRS in**  
**North Carolina**

**§ 62-157. Telecommunications relay service.**

(a) Finding. – The General Assembly finds and declares that it is in the public interest to provide access to public telecommunications services for hearing impaired or speech impaired persons, including those who also have vision impairment, and that a statewide telecommunications relay service for telephone service should be established.

(a1) Definitions. – For purposes of this section:

- (1) "CMRS" is as defined in G.S. 62A-40.
- (2) "CMRS connection" is as defined in G.S. 62A-40.
- (3) "CMRS provider" is as defined in G.S. 62A-40.
- (4) "Exchange access facility" means the access from a particular telephone subscriber's premises to the telephone system of a local exchange telephone company, and includes local exchange company-provided access lines, private branch exchange trunks, and centrex network access registers, all as defined by tariffs of telephone companies as approved by the Commission.
- (5) "Local service provider" means a local exchange company, competing local provider, or telephone membership corporation.

(b) Authority to Require Surcharge. – The Commission shall require local service providers to impose a monthly surcharge on all residential and business local exchange access facilities to fund a statewide telecommunications relay service by which hearing impaired or speech impaired persons, including those who also have vision impairment, may communicate with others by telephone. This surcharge, however, may not be imposed on participants in the Subscriber Line Charge Waiver Program or the Link-up Carolina Program established by the Commission. This surcharge, and long distance revenues collected under subsection (f) of this section, are not includable in gross receipts subject to the franchise tax levied under G.S. 105-120 or the sales tax levied under G.S. 105-164.4.

(c) Specification of Surcharge. – The Department of Health and Human Services shall initiate a telecommunications relay service by filing a petition with the Commission requesting the service and detailing initial projected required funding. The Commission shall, after giving notice and an opportunity to be heard to other interested parties, set the initial monthly surcharge based upon the amount of funding necessary to implement and operate the service, including a reasonable margin for a reserve. The surcharge shall be identified on customer bills as a special surcharge for provision of a telecommunications relay service for hearing impaired and speech impaired persons. The Commission may, upon petition of any interested party, and after giving notice and an opportunity to be heard to other interested parties, revise the surcharge from time to time if the funding requirements change. In no event shall the surcharge exceed twenty-five cents (25¢) per month for each exchange access facility.

(d) Funds to Be Deposited in Special Account. – The local service providers shall collect the surcharge from their customers and deposit the moneys collected with the State Treasurer, who shall maintain the funds in an interest-bearing, nonreverting account. After consulting with the State Treasurer, the Commission shall direct how and when the local service providers shall deposit these moneys. Revenues from this fund shall be available only to the Department of Health and Human Services to administer the statewide telecommunications relay service program, including its establishment,

operation, and promotion. The Commission may allow the Department of Health and Human Services to use up to four cents (4¢) per access line per month of the surcharge for the purpose of providing telecommunications devices for hearing impaired or speech impaired persons, including those who also have vision impairment, through a distribution program. The Commission shall prepare such guidelines for the distribution program as it deems appropriate and in the public interest. Both the Commission and the Public Staff may audit all aspects of the telecommunications relay service program, including the distribution programs, as they do with any public utility subject to the provisions of this Chapter. Equipment paid for with surcharge revenues, as allowed by the Commission, may be distributed only by the Department of Health and Human Services.

(d1) The Department of Health and Human Services shall utilize revenues from the wireless surcharge collected under subsection (i) of this section to fund the Regional Resource Centers within the Division of Services for the Deaf and the Hard of Hearing, in accordance with G.S. 143B-216.33, G.S. 143B-216.34, and Chapter 8B of the General Statutes.

(e) Administration of Service. – The Department of Health and Human Services shall administer the statewide telecommunications relay service program, including its establishment, operation, and promotion. The Department may contract out the provision of this service for four-year periods to one or more service providers, using the provisions of G.S. 143-129. The Department shall administer the Regional Resource Centers within the Division of Services for the Deaf and the Hard of Hearing in accordance with G.S. 143B-216.33, G.S. 143B-216.34, and Chapter 8B of the General Statutes.

(f) Charge to Users. – The users of the telecommunications relay service shall be charged their approved long distance and local rates for telephone services (including the surcharge required by this section), but no additional charges may be imposed for the use of the relay service. The local service providers shall collect revenues from the users of the relay service for long distance services provided through the relay service. These revenues shall be deposited in the special fund established in subsection (d) of this section in a manner determined by the Commission after consulting with the State Treasurer. Local service providers shall be compensated for collection, inquiry, and other administrative services provided by said companies, subject to the approval of the Commission.

(g) Reporting Requirement. – The Commission shall, after consulting with the Department of Health and Human Services, develop a format and filing schedule for a comprehensive financial and operational report on the telecommunications relay service program. The Department of Health and Human Services shall thereafter prepare and file these reports as required by the Commission with the Commission and the Public Staff. The Department shall also be required to report to the Revenue Laws Study Committee.

(h) Power to Regulate. – The Commission shall have the same power to regulate the operation of the telecommunications relay service program as it has to regulate any public utility subject to the provisions of this Chapter.

(i) Wireless Surcharge. – A CMRS provider, as part of its monthly billing process, must collect the same surcharge imposed on each exchange access facility under this section for each CMRS connection. A CMRS provider may deduct a one percent (1%) administrative fee from the total amount of surcharge collected. A CMRS provider

shall remit the surcharge collected, less the administrative fee, to the 911 Board in the same manner and with the same frequency as the local service providers remit the surcharge to the State Treasurer. The 911 Board shall remit the funds collected from the surcharge to the special account created under subsection (d) of this section. (1989, c. 599; 1997-443, s. 11A.118(a); 1999-402, s. 1; 2003-341, s. 1; 2007-383, s. 4; 2009-451, s. 10.56(c), (d).)

*This document (also available in [PDF](#) and [RTF](#) formats) is not an official document.  
Please read the [caveats on the main NC Statutes page](#) for more information.*

Appendix L:  
Complaint Logs  
2008 - 2012



North Carolina  
 Department of Health and Human Services  
**Division of Services for the Deaf and the Hard of Hearing**  
 1100 Navaho Dr., GL-3 • 2301 Mail Service Center, Raleigh, NC 27699  
 Tel: 919-874-2212 (Voice/TTY)  
 Michael F. Easley, Governor • Carmen Hooker Odom, Secretary • Jan Withers, Director

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 JUN 24 2008  
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June 23, 2008

Marlene H. Dortch  
 Office of the Secretary  
 Federal Communications Commission  
 445 12<sup>th</sup> Street SW, Room TW-B204  
 Washington, D.C. 20554

Re: CG Docket # 03-123

Dear Mrs. Dortch:

Enclosed you will find an original and four copies of North Carolina's annual complaint log, annual summary, annual tally report and a diskette for the 12 month period between June 1, 2007 through May 31, 2008.

Should you have questions concerning the reports, please feel free to contact me at Jan.Withers@ncmail.net or 919-874-2244.

Thank you in advance for your support for our Relay service for Deaf, Hard of Hearing, Deaf-blind and Speech Impaired people.

Sincerely,

Pamela Lloyd-Ogoke, Program Administrator  
 Telecommunications Access of North Carolina

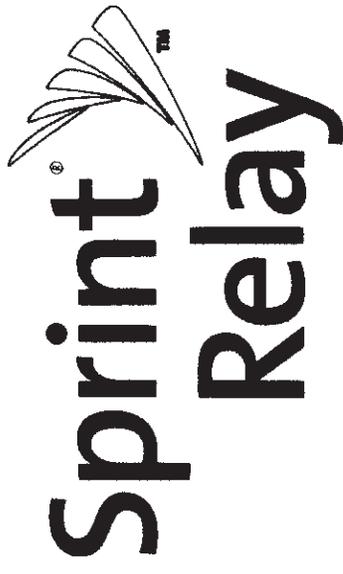
Cc: Kendrick Fentress, Public Staff, NC Utilities Commission  
 Arlene Alexander, Federal Communications Commission  
 Jan Withers, DSDHH

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# **NORTH CAROLINA FCC COMPLAINT LOG 2008**

Complaint Tracking for NC (06/01/2007-05/31/2008). Total Customer Contacts: 53

<u>Tally</u>	<u>Date of Complaint</u>	<u>Nature of Complaint</u>	<u>Date of Resolution</u>	<u>Explanation of Resolution</u>
1	05/16/08	Consumer education - general	05/16/08	Explained to customer how to navigate the CapTel menu to begin retrieving external answering machine messages with captions. Explained how to turn captions default to "on" all the time. Explained that to get captions on incoming calls, outside callers must dial through the captioning service and provided correct toll-free number.
2	05/09/08	Dialing Issue - Using Pulse instead of Tone dialing or Tone instead of Pulse	05/09/08	Advised customer to change phone setting from tone to pulse. This remedied the circumstance.
3	04/20/08	Technical - General	04/20/08	This customer stated they experienced a "fast busy" when attempting their outbound call. At approximately 8:45 a.m. 4/20/08, the CapTel Call Center identified a problem with a network circuit. During this time, the Call Center continued to process calls and service level and ASA were not affected. The matter was fully corrected at approximately 9:50 a.m. CS Rep confirmed the customer was able to make their call upon trying again.
4	04/08/08	VCO customer was concerned that typing accuracy was very poor with many misspellings and words not properly spaced. I thanked customer for bring this to our attention and apologized for any inconvenience.	04/08/08	Met with CA. Coached to slow down to improve typing accuracy.
5	04/07/08	Billing Issue - Calling Card - unable to use	04/18/08	Technical Support made an adjustment to allow CapTel user to place long distance captioned calls without incurring long distance charges.

6	04/03/08	NC VCO customer states they gave the relay opr the number to dial. The relay operator did not respond to the VCO caller. The caller disconnected and got another relay operator who did make the call. Customer Service apologized to the customer. The customer would like follow up by the Supervisor.	04/03/08	The CA had an outbound VCO customer who wanted to place a call immediately after their call was finished. The CA called for assistance regarding proper procedure-we cannot place a call for an outbound caller and because the call disconnects within 30 seconds-the inbound had disconnected- this may be the reason why the VCO user felt the CA did not respond to them. I was the assist on this particular call.
7	04/03/08	Voice customer switched to Charter Communications. Since the switch, they are not able to reach a NC tly user. This would typically be a LEC problem, but Charter wants Relay to open ticket. Ticket 6193554. Follow up requested to Charter Communications	04/03/08	NM Relay technician researched the problem. The ticket has been closed. Tech explains she reached a recording saying the line had been disconnected. Tech attempted to contact the representative at Charter Communication, but was unable to reach him at the number provided.
8	03/17/08	Technical - General	03/17/08	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance
9	03/14/08	Accuracy of captions	03/14/08	Customer shared feedback regarding accuracy of captions. CS Rep apologized for incidence and thanked customer for the feedback and informed them that this information was shared with appropriate captioning service staff for follow up. Suggested customer document the date, time, CA # for more specific follow up.
10	03/11/08	A NC VCO user called to complain that agent said bad words to her once the call had completely ended. CS apologized for the problem. Customer did not request follow up.	03/11/08	Looked into the issue at hand with the operator identification number provided 0511. When investigating the issue, it was initially discovered there is no agent by that identification number at this center

11	02/18/08	Disconnect/Reconnect during calls	02/18/08	Sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.
12	02/13/08	Captions Lag too far behind voice	02/13/08	Customer shared feedback regarding captioning speed. CS Rep apologized for incidence and thanked customer for the feedback and informed them that information would be shared with appropriate captioning service staff for follow up. Suggested customer document the date, time, CA # for more specific follow up.
13	02/08/08	Elderly VCO user was given Cap Tel/VCO telephone and is very confused as to why she needs to have a second telephone line in order to use it. She was happy with what she had on VCO but received this in the mail and is unable to receive incoming calls. The representative from Cap Tel who came to assist her was upset with the customer telling her she must leave the red light on and she had to have a second line. Apologized, explained I was unaware of any additional charges in order to utilize Cap Tel, and performed successful VCO call to her #. Customer needs help when her daughter in law is home from out of state to determine how to use the device and what is required. Contact wanted	02/08/08	The client actually uses CapTel and not the VCO. The customer just recently got CapTel and is not used to it. She also received a training from near her home and was not too satisfied with it. RPM sent her a letter with training information and she will continue to try and learn more about CapTel. If she continue to experience difficulties with the CapTel, she will contact the customer service.
14	02/01/08	Program Manager reports being contacted. The NC customer could not reach the Relay when dialing 711 on the morning of 2/1/08. Apologized for the technical problem. Ticket 5811362 was opened. Follow up requested. Internal Update Performed	02/01/08	We have corrected the problem and updated our system. The customer has not had any more problems and has been able to use relay without any difficulties.

15	01/30/08	<p>Customer Complaint: Caller reported that the dedicated VCO number for NC is continuously busy. She has to connect using 711 which causes her to experience garbling even though her number is branded for VCO.</p> <p>Customer Service Response: Apologized for the inconvenience and asked questions to be sure her ultratec device did not have turbocode. Her call to CS completed just fine. No follow up requested. Internal Update Performed</p>	01/30/08	Forwarded to technician for follow up.
16	01/28/08	Captions Lag too far behind voice	01/28/08	Customer shared feedback regarding captioning delay on a call. Investigation showed the CA noted the call as troublesome due to multiple speakers at the same time and difficulty captioning overlapping voices. CS Rep shared this finding with the customer.
17	01/25/08	Customer was very upset because she told agent not to announce relay, only ask for certain person. Agent did announce relay to outbound and explained relay. When customer started talking to outbound, the outbound hung up on the customer. Customer feels it is because relay announced and explained when she told her not to.	01/25/08	Team leader spoke with this agent and she said the customer was yelling the minute she came on the line and was a little difficult to understand. That is why she did not hear the customer tell her not to announce or explain. The customer only told her to ask for a specific person, which she did. Agent apologized over and over to customer, as did supervisor, but customer kept yelling and hung up. Team leader did go over following customer instructions with agent.
18	01/25/08	Customer complained that this agent did not type message verbatim. Customer complained that this agents English was poor and what message that was not missing was incorrect. This customers mother had a print out tape of the conversation.	01/25/08	Agent was coached on proper pacing techniques to ensure message is typed verbatim.

19	01/25/08	NC VCO user gets continual busy when dialing dedicated VCO #, and has to use 711, then gets garbling most of the time. Apologized, test called the Relay number, 877-735-8260 and connected with no issues. Let customer know I would alert the relay technicians to the problems. Entered TT 5770153. Customer does request contact from Program Manager.	01/25/08	We have attempted to duplicate the problem but have not been to. We have worked with the customer and she has indicated the problem has gone away. Consumer was advised to contact us and document the agent and time if it should occur again.
20	01/15/08	Accuracy of captions	01/15/08	Customer shared feedback regarding accuracy of captions and confusion of following the call. CS Rep apologized for this incidence and thanked customer for the feedback. CS noted that if customer documents the date, time, CA # we can take more specific follow up with the specific CA. The feedback as received was shared with Call Center management.
21	01/02/08	Customer is not able to make long distance calls through Relay NC using Opex carrier. Apologized. Opened ticket 5617834. Follow up requested.	01/02/08	Ticket 5617834 has been closed. The NM tech researched the log file for the call on 1/3/08. There is nothing to indicate that there is a problem with his long distance service. Relay was able to use the Opex carrier.
22	12/11/07	Hearing customer cannot reach NC Relay using 711. Apologized for the problem and opened TT ID 5512684. Follow-up is required to assure problem resolution.	12/11/07	I have worked with the customer and have been in touch with him several times along with his mother. The phones have been branded correctly and they are able to dial each other without any problems. Consumers are pleased.
23	12/11/07	Technical - General	12/11/07	Identified isolated technical difficulty at CA's work station during this call. Customer was alerted and advised to redial. Station equipment was reset after call, which resolved matter. Apologized to customer for this incidence.

24	12/11/07	Disconnected/Reconnect during calls	12/11/07	Sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring.
25	11/19/07	Voice customer reports it takes a long time to reach a Relay opr on weekends. During the week the customer gets an opr immediately. The customer wants the staffing levels to be increased. Customer requests call back	01/03/08	I have contacted the customer apologized for the delay. I explained there may be some periods where there is an increased number of calls which can be unforeseeable and unpredictable.
26	11/09/07	Customer dials 711 for Relay. Instead of voice, her call comes to operator position as TTY. Customer explained that she's been using Relay for many years, and 711 use to direct her to a Relay operator who talked to her. Apologized. Re-branded her line for V. Ticket 5308365 was opened. Follow up requested.	11/09/07	We have re-branded her phone to as a voice line. The phone originally was branded as a TTY/VCO. The consumer was calling a VCO user and there were problems with the connection. We checked the connection out and communicated with the consumer's caller and there were some issues with the VCO phone, and not the phone line. We advised the consumer to have their VCO phone replaced. Consumer is satisfied.
27	11/02/07	A NC VCO customer called to complain that many people who tried to call her using 711 are not able to get through. Apologized. Explained that we are having an increase in these issues. Opened TT 5259149. Follow-up requested. Internal Update Performed	11/02/07	We have contacted this consumer several times and we have resolved the issues surrounding her phone service. Her phone has been branded correctly and people are now able to contact her directly without any problems. Consumer is satisfied.

28	10/22/07	Disconnect/Reconnect during calls	10/22/07	Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.
29	10/11/07	Customer stated the agent was given instructions to follow regarding the call to her sister who is a VCO user. The agent told her to not give her any instruction until the call was connected and then hung up on the inbound.	10/11/07	The agent was met with in regard to this issue and coached on following the instructions of the consumer.
30	10/04/07	Dialing Issue - Phone line does not require 1 when dialing 800 number	10/04/07	Technical support removed "1" from unit's "data-in" outbound dialing number, as their office did not recognize dialing a 1 while dialing long distance. Problem resolved, and customer able to make outbound captioned call after this adjustment.
31	10/03/07	Customer stated she called in and was giving the operator instructions about calling her sister who was a VCO user, the operator was rushing her for the number and then disconnected her. The customer states this is the first time any operator was rude and disconnected her call. Assured the customer the information would be forwarded to the operators immediate supervisor. No return call was requested.	10/03/07	Center was experiencing many customer disconnects due to Avaya Switch throughout the day. CA said she would never disconnect a customer. Supervisor is confident this disconnect was due to technical difficulties.

32	10/03/07	VCO customer states it takes too long to get answered by a relay agent. She has to hang up and call back numerous times to get an agent. The latest occurrences were today, 10/3/07, between 5:43 PM to 5:49 PM. Apologized, thanked customer for calling with her records. TT 5046503.	10/03/07	This has been identified as a known issue and will be corrected with an platform upgrade. We will be releasing a patch to correct this.
33	10/02/07	Accuracy of captions	10/02/07	Customer shared feedback regarding accuracy of captioned proper name and prescription drug name. Suggested customer confirm the spelling with the caller as the captionist is not able to ask for verification. CS Rep apologized for incidence and thanked customer for the feedback provided. Suggested customer document the date, time, CA # for more specific follow up with call center personnel to address this further with the CA.
34	09/18/07	Sound Quality - Static	09/18/07	Provided customer with troubleshooting assistance to resolve problems noted.
35	09/17/07	Caller reported that at the end of one call she wished to place another call. At the closing greeting after the GA or SK, she gave the instructions that she would like to place an important call, gave the number to dial, but received no response. She waited and repeated the number, still no response. It appeared that the CA did not wait to receive dialing instructions after the closing, and proceeded to disconnect. : Apologized for the inconvenience and told the caller the report would be sent to the call center supervisor. No follow up requested.	09/17/07	9/20/07 TL met with agent. Went over proper disconnect procedures and the consequences of not following protocol. Agent understands.

36	09/17/07	A NC voice caller called to complain that agent typed things to person he was calling that he did not say. Caller said this happened on 9/16/07 at around 2am and that he saw the printout of the conversation and things were typed that he did not say. Apologized for the problem. Customer did not request follow up.	09/17/07	10/1/07 TL met with agent. Agent does not remember the call. Instructed CA to always type what is heard and if the CA feels the customer is not cooperative to notify a supervisor. Agent understands.
37	09/17/07	Technical - General	09/17/07	Technical support identified the cause of customer's experience and made an adjustment in the system to resolve customer's experience.
38	09/14/07	At about 9:40 NC time on 9/3/07 they made a call and were in mid argument with voice user when the line went dead with no response from the operator. The caller wasn't sure if the operator hung up on them.	09/14/07	Spoke with operator about the complaint and he did remember the call because as they were in the middle of relaying his console went dead and he informed his supervisor that he lost both sides of the call.
39	08/31/07	Echo Sounds - CapTel user hears	08/31/07	Advised customer to make use of Volume and Tone settings to optimize sound quality on CapTel phone. Also advised customer to press Volume Boost button and to hold handset appropriately.

40	08/24/07	Accuracy of captions	08/24/07	Customer shared feedback noting captions were less than satisfactory. CS Rep apologized for incidence and asked if customer had more details such as the date, time, CA # for more specific follow up. Unfortunately, customer did not have any specifics on the date, or time of the call for us to follow up further with Call Center Management. We advised the Call Center of the shared comment.
41	08/16/07	VCO customer reporting that voice callers that call her use 711 to dial relay and it has worked up until the past week and now they are all getting ty tones instead of a voice operator. Apologized for the problem and opened TT ID 4720623. Follow-up with customer not required.	08/16/07	A trouble ticket was entered and we were unable to duplicate the issue. It was tried several times to no success. We will monitor this to make sure it doesn't happen again. The customer knows to contact us if problems continue to persist.
42	08/07/07	Operator dialed with wrong number. TTY user tried to interrupt to tell the operator, he let the phone ring and after no answer he redialed without the customer permission.	08/07/07	Operator was coached on proper procedures and given feedback on working with Relay consumers.
43	07/25/07	Billing - General	07/25/07	Advised customer to register their carrier of choice. Customer was able to make her call from her landline, but not her cellphone. Registration resolved matter.

44	07/16/07	Disconnect/Reconnect during calls	07/16/07	Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.
45	07/06/07	Captions Lag too far behind voice	07/06/07	Customer shared feedback regarding captioning speed in relation to spoken words. CS Rep explained how captions are generated and apologized for incidence. CS thanked customer for the feedback and informed them that information would be shared with appropriate captioning service staff for follow up. This incidence did not prevent captions from well exceeding FCC rules.
46	06/18/07	Customer reported Relay opr speaking too fast on answering machine and message could not be understood. (complaint taken by MA RCS no other info provided) Customer did not request contact. Complaint taken 6-16-07 10:10 (AM or PM not provided by MA RCS)	06/22/07	Operator not aware of the amount of time given to leave a message on an answering machine. Educated operator on how to leave a message and to slow down and speak clear so the message is understood.
47	06/18/07	Disconnect/Reconnect during calls	06/18/07	Sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent tips to reduce their occurrence.

48	06/18/07	Dialing Issue - Unable to dial regional 800 number	06/18/07	Technical Support made an adjustment to enable outbound call to regional number. This resolved the experience.
49	06/18/07	Accuracy of captions	06/18/07	Customer shared feedback regarding accuracy of captions on one call. Noted other calls were of no problem. CS Rep apologized for incidence and thanked customer for the feedback. Reported incidence of errors to call center personnel. Also explained to customer how errors may occur.
50	06/14/07	Disconnect/Reconnect during calls	06/14/07	Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent letter with tips to reduce their occurrence.
51	06/13/07	Customer stated that operator "called child cuss words" Mother was very upset at the way the operator talked to a child	06/13/07	Agent did not remember this call specifically but stated it may have been pranksters on internet relay that had him call and say certain things. in which case the agent was following proper procedures

52	06/07/07	<p>VCO NC customer states supervisor was rude and acted immaturely. Customer called relay, reached operator, asked how she was doing and operator responded in same. Operator placed call and after it ended customer stated to operator, "Wasn't that a conversation!" causing them both to laugh. Customer asked for supervisor to give operator a commendation and when supervisor was on line he ostracized operator and customer for conversing. Customer was dumbfounded and upset. Customer states supervisor didn't let her tell him what she requested him for. approx time: 3:30pm CST on 6/7/07. RCS apologized to customer, assured this would be taken care of No follow up</p>	06/07/07	<p>Agent was engaged in a lengthy conversation with customer and it was addressed by supervisor.</p>
53	06/04/07	<p>A NC voice customer complains that this agent never let her say "GA" before he interrupted her with what the TTY person said. At one point he laughed at her and said, "I can't understand a word you're saying." Apologized for rudeness. No follow-up requested.</p>	06/04/07	<p>This agent was following procedure in regards to interrupting the voice customer when the tty was typing. However they were spoken to about the importance of customer service and being courteous when speaking to customers</p>

DOCKET NO.

03-123

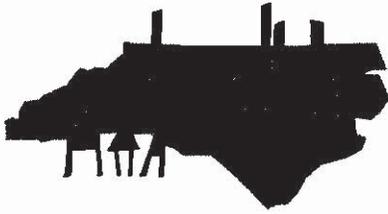
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Division of Services for the Deaf and the Hard of Hearing  
North Carolina Department of Health and Human Services  
800-851-6099/919-874-2212 V/TTY  
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DSDHH Administrative Office    2301 Mail Service Center    Raleigh, NC 27699-2301    www.ncdhhs.gov/dsdhh

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June 30, 2009

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JUL 1 - 2009

FCC Mail Room

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

Re: CG Docket 03-123: Annual Summary of Consumer Complaints Concerning TRS for the State of North Carolina

Dear Ms. Dortch:

The North Carolina Division of Services for the Deaf and the Hard of Hearing, TRS administrator for North Carolina, and Sprint, TRS provider for North Carolina, have compiled the consumer complaint information requested under CG Docket No. 03-123 for the 12 months ending May 31, 2009. As required, this filing includes one original and four copies of the required complaint log.

In addition, Sprint will provide the FCC call volume information under seal.

Should you have any questions regarding this filing, please contact me at 919-874-2212.

Sincerely,

Jan Withers, Director  
NC Division of Services for the Deaf and the Hard of Hearing

cc: Kendrick Fentress, Public Staff, NC Public Utilities Commission  
Arlene Alexander, Consumer & Governmental Affairs Bureau,  
Federal Communications Commission

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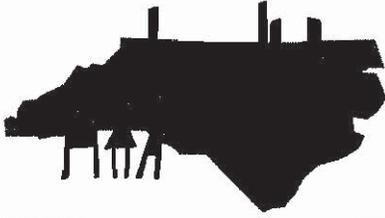
FCC Mail Room



# North Carolina FCC Complaint Log 2009

Tally	Date of Completion	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/20/08	A TTY customer reports that the operator typed that she could not understand the customer's TTY message because it was garbled. The customer advised that he could read his message clearly and he thinks the operator simply did not want to process his call. I assured the caller that he may have been able to read his own typing, but the relay may have received it garbled, and if so, the operator must let him know. The customer made the complaint via Sprint IP, but used NC Relay to make the call being reported, which was made today, 6-20-08 at 12:49 PM. The customer did not want to discuss possibilities for the garbling issue, etc. and did not want contact.	07/01/08	The agent recalls having difficulty with garbling coming from the TTY user. She alerted the caller of the garbling and notified a team leader on duty. The agent followed procedures by trying to clear the garbling and work through it but the customer hung up.
2	07/03/08	Service - General	07/03/08	I investigated the customer's documented call and explained to the customer that the captionist documented a trouble ticket on the call indicating a technical difficulty. This resulted in a drop in the data connection to the Call Center. The Customer Service Representative educated the customer on the option of turning off and turning on captions at any time during a 2-Line CapTel call to reconnect to the Captioning Service while the other party remains connected on Line 1. The customer was satisfied.
3	07-17-08	Accuracy of captions	07/17/08	A customer shared feedback regarding a word error during a call that was not corrected. The Customer Service Representative thanked the customer for the feedback and informed the customer that the information was shared with the appropriate captioning service staff for follow-up with the Communications Assistant to stress the importance of corrections.
4	07/18/08	A VCO customer was charged long distance for a local call. The call took place last night 7/17/08. No follow-up was requested.	07/18/08	This call was processed as local and no problem was found on the Phoenix application. No long distance charges occurred while using relay service, and the agent was not at fault. A technician could not find anything to verify long distance charges. The customer did not want a follow-up call.
5	07/26/08	The customer stated that when people tried to call her number, they were forwarded to the relay operator. She is not deaf or hard of hearing. Customer Service apologized for this error and assured the customer that the problem was being documented and would be corrected. The customer requested a follow-up.	07/26/08	I contacted the customer and referred them to their LEC.
6	08/16/08	The customer has been unable to reach two TTY users via her voice phone. She had a TTY hooked up to it until recently. One call goes to what sounds like a fax line, but the user does not have a fax machine or computer. The other call rings about four times and then goes to silence. An agent ID number is not known. I apologized to the customer, placed test calls to both numbers with similar results as hers, and then advised her that the information would be sent to technical support for resolution. Call back was requested.	08/16/08	I called the customer requesting the Operator ID, time and date of the problem every call. I branded the customer's number as voice and advised her that the problem described could be equipment problems at the TTY's location.
7	08/31/08	This gentleman used the relay to make an outbound call to a voice person on August 31, 2008 at 9:40 PM Central Standard time. The call was released after five rings and he then had no connection with the relay operator. He wants follow-up on why this may have happened and what can be done about it. As a Customer Service Representative, I apologized for the inconvenience this may have caused the customer and assured him that paperwork would be submitted and that we would look into the issue and contact him. Follow-up was requested.	08/31/08	Customer Service will contact the caller and obtain further information. We will work with the customer to be sure his number is branded for VCO so that his calls are completed more smoothly. I contacted the customer and he said that he had been contacted and that the disconnects have not continued. He will contact Customer Service if he has any further questions or issues. He thanked me for the follow-up.
8	08/31/08	At 9:40 PM Central Standard time, a call occurred with specific concerns for this customer. They wanted to discuss the glitches in the telephone system. This relay user believes it's related to SIP and wants to discuss how that may be in with calls to and from the relay and dropped calls as well. The gentleman wants to share his ideas. As a Customer Service Representative, I apologized for the inconvenience, and the relay may have caused and assured the customer that his ideas will be shared with a representative who will contact him in the near future. Follow-up was requested.	08/31/08	I contacted the customer for follow-up. He reports that his phone is working and that he has had no problem today. The Customer Service Representative heard static on the line and surmised that the customer speak with his LEC. The customer presented possible scenarios of what occurred and he was without a handset. I educated the customer on the availability of wireless technology.
9	09/01/08	The caller reports that they were cut off. They kept asking if anyone was there and pressing the greeting on their VCO phone to get a response, but still hearing from the agent.	09/01/08	The Communications Assistant did not remember the call and there was no answer when the team leader tried to call the customer.
10	09/29/08	A customer gave instructions to dial and wanted to connect TTY to TTY. They received the dialing macro then the greeting "voice or Type Now". The customer repeated the instructions then the CA disconnected call.	09/29/08	The agent was coached.
11	10/05/08	The customer's daughter called to tell us that her mother (a VCO customer) is unable to place or receive calls. They believe everything is hooked up properly but they reach a busy signal when calling her. The Customer Service Representative apologized for the inconvenience and informed the caller that the issue would be looked into. No follow-up is requested at this time.	10/05/08	The complaint was closed. The customer did not request follow-up so we are unable to resolve their issue.
12	10/18/08	The customer's number shows up as "unknown" so they are not able to place any calls through relay. The Customer Service Representative apologized and told the customer that if it would be looked into. A follow-up is requested.	10/18/08	A trouble ticket was entered on 10/20/08. I provided contact information to the technician who contacted the customer and it showed up correctly and not as unknown. The customer will contact us if the problem persists.
13	10/21/08	It was reported via email to Customer Service that the Communications Assistant was "very careless with spelling words correctly and forwarding the conversation from the other individual he was speaking with". The person had to repeat several times and asked the operator to type correctly. The customer felt that the Communications Assistant was very argumentative, disputing what he was saying. He didn't get to finish the conversation and told the Communications Assistant that he was not finished, and the Communications Assistant told him "yes you were". He asked to speak to a supervisor and spoke to an agent who apologized. He will keep a record of all calls in the future and report them if necessary. Customer Service thanked the caller for contacting Customer Service and replied that a reply would be sent. Follow-up was requested.	10/21/08	The agent denied being argumentative, however the agent was coached on this regard. The agent does not recall experiencing garbling issue and she apologized the importance of correct spelling. Today I attempted to follow-up with the customer via email, however, I got a delivery error message indicating that the email address is invalid.
14	12/12/08	A NC VCO customer attempted to contact his sister and after receiving the ringing macro the line disconnected. Relay Customer Service apologized for the problem and entered a trouble ticket. No follow-up was requested.	12/12/08	The log files for the petition where this agent sat at the time this occurred have been overwritten and there is no way to determine what occurred. However, if the same problem occurred with a New Mexico agent and a Missouri agent, the problem is probably in the configuration on the caller's end. Relay could not duplicate problem and the consumer did not request follow-up. The agent apologized for the problem and the consumer said thank you.

15	01/12/09	Consumer education USB	01/12/09	Explained long distance billing and the importance of registering one's preferred long distance carrier with Capital Customer Service.
16	01/20/09	The Wilson County, NC 911 database manager reports that Relay accessed the wrong PSAP number on 1/19/09 at 11:47 PM and that resulted in a delayed assist with a cardiac arrest. A report will be made to the NC Program Manager and Relay technician. A trouble ticket was opened. Follow-up was requested.	01/20/09	The technician upgraded the database so the NPAA000 for 252299 will point to the Wilson NC number 252 207 1166. A hearing customer dialed 711 instead of 911 causing delay with PSAP since the audio came from Relay instead of the customer in need of emergency. I contacted the 911 manager to update 711 relay and how it impacted the call. The manager was satisfied with the resolution and did not request any more information.
17	01/26/09	Disconnect/Reconnect during calls	01/26/09	I sent the customer information explaining the difference between a CapTel phone and a traditional phone. I explained to the customer why disconnection/reconnection might be occurring and sent a letter with tips to reduce their occurrence.
18	01/27/09	A VCO customer states that the agent was rude when trying to re-direct them to speak directly to the customer and when the VCO person stated if they would repeat something, the agent was rude again and told the deal person the VCO person was rude. Now the deal customer thinks they have done something wrong to upset this Dir's office. The VCO customer thinks the agent could have handled it better and they have not had this problem before with other agents. This call took place on 1/22/09 in the morning. I apologized. No follow-up was requested.	01/27/09	The Communications Assistant remembers that the voice person constantly interrupted and could not be heard. The CA used "sounds impatient" in reference to the voice caller when relaying this call.
19	02/06/09	Accuracy of captions	02/06/09	The customer shared feedback regarding the accuracy of captions and provided specific call data. The Customer Service Representative apologized for the incident and thanked the customer for the feedback. Call detail was shared with Call Center management for follow-up with the Communications Assistant by their supervisor.
20	03/16/09	A caller rejected that the Customer Assistant was extremely rude and unprofessional. This call was to a business and when the party answered she informed the Relay Communications Assistant that they had reached the voice line instead of the TTY line. The CA replied, "you don't know how to use relay just translate the call and I will handle it." Customer Service responded by apologizing for the miscommunication. I told her the report would be sent to the call center supervisor. Follow-up was requested.	03/06/09	On 3/6/09 a team leader met with agent and went over proper call procedures, stressing the importance of customer service. We discussed the consequences of not following proper procedure and what could happen if any further complaints are received. The agent understands. On 3/6/09 the team leader attempted to follow up with the customer and left a voice mail message. On 3/10/09 the team leader again attempted to follow-up and spoke with the customer who appreciated the contact.
21	03/19/09	A VCO customer reports that the Relay operator did not type a recording when he called a number. The message was garbled and the operator typed "be quiet". The customer reports that he has continual problems with Relay operators being rude and not knowing how to do their jobs. The customer wants the issues to be resolved once and for all. The call in question was made today at approximately 8:30 AM CT. I apologized for the problem encountered and advised him that a complaint would be forwarded to the supervisor. The customer requests contact via email.	03/22/09	I reviewed correct call procedure and stressed the importance of polite professional service on all calls with the agent. I emailed for follow-up, as requested by the customer.
22	03/26/09	Technical - General	03/26/09	At 12:40 PM CST a major network supplier CapTel failed to experience difficulties that impacted some CapTel calls. At 2:15 PM CST Capital's supplier re-established its link, allowing all calls to be routed and processed normally. Day's service level was met as only some calls were affected. The customer confirmed the ability to make their call.
23	04/01/09	A VCO customer states that when she got this agent, the agent never responded, outdated or acknowledge that the caller was there. The person had to hang up and get a different agent to place her call. This call took place today at approximately 9:45 AM CT. I apologized and no follow-up is requested.	04/01/09	The customer did not request follow-up.
24	04/27/09	The caller states that this operator had a bad attitude. The voice party could not hear well because of bad reception. The operator said "Are you trying to reach a deal or HIGH person?" and the voice user said "Yes". Then the operator said "You've got the wrong number" and hung up. This happened on 4/26 (Sunday) around 5:00 PM.	04/27/09	The complaint was forwarded to the agent's supervisor for coaching on voice tone. Supervisor Chris D. met with this agent and coached them on tone of voice and proper customer service.
25	04/29/09	Account Login Failure	04/29/09	The unit's account is now activated and operational.
26	05/20/09	Voice customer received the threatening calls through the Internet relay. Relay Customer Service apologized. No follow-up requested.	05/05/09	The agent informed customer regarding Internet Relay calls.



Division of Services for the Deaf and the Hard of Hearing

North Carolina Department of Health and Human Services

800-851-6099/919-874-2212 V/TTY

919-855-6872 Fax

DSDHH Administrative Office

2301 Mail Service Center

Raleigh, NC 27699-2301

[www.ncdhhs.gov/dsdhh](http://www.ncdhhs.gov/dsdhh)

June 21, 2010

Received & Inspected

JUN 29 2010

FCC Mail Room

Ms. Marlene H. Dortch  
Office of the Secretary  
Federal communications Commission  
445 12<sup>th</sup> St., SW, Room TW-B204  
Washington, DC 20554

RE: CG Docket 03-123

Dear Ms. Dortch:

Enclosed is a copy of North Carolina's annual consumer complaint log summaries for the 12 month period between June 1, 2009 through May 31, 2010.

Should you have questions concerning the reports, please feel free to contact me at [Tom.Galey@dhhs.nc.gov](mailto:Tom.Galey@dhhs.nc.gov) or 919 827-0680.

In advance, I thank you for your support for our telecommunication relay service for Deaf, Hard of Hearing, Deaf-blind and Speech-Impaired people.

Sincerely,

Thomas A. Galey, Program Manager  
Telecommunications Resources Manager

Cc: Dianna Downey, Public Staff, NC Utilities Commission  
Kendrick Fentress, Public Staff, NC Utilities Commission  
Jan Withers, DSDHH



# North Carolina FCC Complaint Log 2009-2010

**Complaint Tracking for NC (06/01/2009-05/31/2010). Total Customer Contacts: 33**

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/08/09	Accuracy of captions	06/09/09	A customer shared feedback regarding the accuracy of captions on the CapTel phone. A Customer Service Representative apologized for the incident, and thanked the customer for bringing this matter to our attention. Customer Service identified the cause of this difficulty, and reported this to Call Center Management. The incident was corrected at the Communication Assistant's work station. It was also noted that the Communication Assistant experienced audio difficulties on the call so this was shared with the customer.
2	06/13/09	A VCO customer said that the Communication Assistant's spelling was poor, and that she could not understand what her sister was saying during their call. Apologized to the customer, and a follow up was requested.	06/13/09	The Communication Assistant was followed up with, and found that there were a number of typos that would be difficult to understand. The agent was coached on pacing the voice person to assure better typing accuracy. The supervisor was unable to reach the customer for follow up.
3	06/29/09	A customer said that the captions stopped in the middle of their call.	07/01/09	A customer shared feedback regarding captions stopping after seeing the Communication Assistant number at the beginning of a 2-line call. A Customer Service Representative apologized for the incident, and thanked the customer for the feedback. It was determined that a technical issue at the Communication Assistant's workstation caused this.
4	07/24/09	Disconnect/Reconnect during calls	07/24/09	The customer was sent information explaining the difference between a CapTel and a traditional phone. It was also explained to the customer the reasons for disconnect/reconnect, and an email was sent with tips to reduce this occurrence.
5	09/09/09	Accuracy of captions	09/09/09	A customer shared feedback regarding the captioning of names and places. A Customer Service Representative shared how captions are generated, and how the captionist serves as a transcriber, and is not able to ask the other party for clarification on spelling. The Customer Service Representative suggested that the CapTel user ask the speaker for clarification to confirm a name or place. The customer understood.
6	10/27/09	Accuracy of captions	11/03/09	A customer shared feedback regarding the accuracy of captions and provided specific call data. A Customer Service Representative apologized for the incident, and thanked the customer for the feedback. The call detail was shared with Call Center Management for follow up with the Communication Assistant by a supervisor. The Customer Service Representative called the customer again and explained that the captionist who had handled this call was followed up with by their supervisor. The customer was pleased and thankful for the follow up.
7	11/06/09	Accuracy of captions	11/06/09	A customer shared feedback regarding the accuracy of captions and provided specific call data. A Customer Service Representative apologized for the incident, and thanked the customer for the feedback. The call detail was shared with Call Center Management for review.

8	01/04/10	A customer said that the Communication Assistants continue to mistake her for a child, and hang up on her. Also, many of the Communication Assistants will not give their identification number.	01/04/10	A training refresher will be given to all agents.
9	01/22/10	A customer wanted to inform us that a certain Communication Assistant is not patient, and is rude. The customer said that not all deaf people can type fast, and that they were typing the area code, and number to dial when the operator interrupted the customer asking for the number to dial. The customer also said that their friend informed them that this operator had a bad attitude, and was rude. The customer would like this Communication Assistant to be spoken to. Customer Service apologized to the customer, and informed the supervisor of this situation.	01/22/10	The Communication Assistant was spoken to about the importance of being patient with all customers. The importance of customer service with the inbound and outbound was also stressed.
10	01/25/10	A VCO customer stated that on a call with their daughter, the Communication Assistant's typing was difficult to read. The customer had to have the operator repeat, but then could read the typing. Customer Service apologized to the customer. The customer would like a follow up from a supervisor.	01/25/10	The Communication Assistant was spoken to, and they did not have any garbling on their end of this call. The garbling was most likely on the customer's end. The customer was contacted, and Customer Service explained that the problem was probably garbling. The customer said that this was the only time they have experienced this, so they will let us know if it happens again in the future. The customer was thanked for her time.
11	01/26/10	A customer said that the outbound voice was suddenly unable to hear the agent, so the voice line hung up.	01/26/10	The agent filed a trouble ticket on this matter.
12	02/01/10	Dial Tone - Not heard	02/01/10	A customer's husband reported no dial tone on their CapTel. A Customer Service Representative advised a physical reset. This resolved the customer's experience.
13	02/01/10	Dial Tone - Not heard	02/01/10	A customer reported no dial tone on her phone line. A Customer Service Representative advised the customer to perform a physical reset. This resolved the customer's experience.
14	02/02/10	Dial Tone - Not heard	02/02/10	A customer's helper reported no dial tone on their CapTel. Also, calling to the CapTel phone revealed an error message from the telephone service. A Customer Service Representative advised the customer to contact the telephone provider to restore the dial tone.
15	02/03/10	A customer said that a Communication Assistant placed a call for them, found a hold time of 28 minutes, and then disconnected. The customer was upset because she knew that the hold time would be long, and really needed to get through the line. The customer believes that the Communication Assistant disconnected the call. The customer also reported a large amount of garbling on the call. Customer Service apologized for the problem. Follow up was not requested.	02/03/10	A supervisor met with the Communication Assistant, and they remember the call. The Communication Assistant remembered that it was a call to a government agency with a hold time of approximately 28 minutes, which the Communication Assistant relayed to the caller. The Communication Assistant asked the customer if they wanted to hold, and they said yes. After approximately 15 minutes of holding, the Communication Assistant asked the customer if they would like to continue to hold, to which the customer replied yes. After several more minutes, the Communication Assistant received the "red information box" indicating that the inbound caller had hung up. At that time the Communication Assistant released the call. It appears that the Communication Assistant followed correct procedures, as they did not hang up while the inbound was still connected.
16	02/04/10	Dial Tone - Not heard	02/04/10	A customer's helper reported no dial tone on their CapTel phone. A Customer Service Representative advised a physical reset. This resolved the customer's experience.

17	02/05/10	Technical - General	02/05/10	A customer said that their call was cut off before the conversation had ended. A Customer Service Representative investigated the call, and informed the customer that the Communication Assistant had logged a trouble ticket noting that audio had been lost on this particular call. It was confirmed that the supervisor was involved before a disconnect was done. The Customer Service Representative apologized for the inconvenience, and the customer was satisfied
18	02/08/10	Dial Tone - Not heard	02/08/10	A customer stated that their caption light continues to flicker, but there are no captions or a dial tone on their CapTel. A Customer Service Representative advised the customer to perform a physical reset of the phone. This resolved the customer's experience.
19	02/11/10	Dial Tone - Not heard	02/11/10	A customer's daughter called citing no dial tone on their CapTel. A Customer Service Representative advised them to perform a physical reset which resolved the customer's experience
20	02/15/10	Dial Tone - Not heard	02/15/10	A customer's daughter called citing no dial tone on their CapTel. A Customer Service Representative advised them to perform a physical reset which resolved the customer's experience.
21	02/17/10	A Communication Assistant made a very negative comment to a customer, and then was relieved. The customer would like a follow up.	02/17/10	The supervisor and center manager met with this Communication Assistant to go over the importance of treating every call with absolute courtesy, politeness, and professionalism. The Communication Assistant understands Three attempts were made to contact the customer, and the customer was contacted as requested.
22	03/02/10	Dial Tone - Not heard	03/02/10	A customer's daughter called citing no dial tone on their CapTel. A Customer Service Representative advised them to perform a physical reset which resolved the customer's experience
23	03/10/10	A customer said that the Communication Assistant typed several spelling errors, and sometimes repeated the same thing twice. The customer wanted a follow up immediately.	03/10/10	The Team Leader met with the Communication Assistant, and found that they did spell correctly but was unsure of how to spell a name, so they tried to verify the spelling. The Communication Assistant typed the same thing twice, because it was spoken twice, and they must relay verbatim. The Team Leader called the customer back, spoke with them, and they said thank you for handling the issue.
24	03/13/10	A customer stated that the Communication Assistant discontinued their call before she was done speaking, and also the customer had wanted to place additional calls. Customer Service apologized for the inconvenience, and advised the customer that the Communication Assistant in question would be coached on this issue. No follow up was requested.	03/19/10	The Team Leader met with the Communication Assistant to go over the importance of treating every call in an absolutely professional and polite manner. The Team Leader went over appropriate disconnect procedures, and the importance of following customer instructions. The agent understands. No follow up was requested.
25	03/23/10	Dial Tone - Not heard	03/23/10	A customer reported no dial tone on their CapTel phone. A Customer Service Representative advised the customer to remove the faulty duplex jack found during troubleshooting. It was confirmed that this resolved the customer's experience.
26	03/29/10	Dial Tone - Not heard	03/29/10	A customer reported no dial tone. A Customer Service Representative advised the customer to perform a physical reset. This resolved the customer's experience.

27	03/30/10	Accuracy of captions	03/30/10	A customer indicated that sometimes the captions on her CapTel are incorrect, causing the conversation to be difficult to follow. A Customer Service Representative sent the customer information regarding production of captioning, and encouraged the customer to document the date, time, and Communication Assistant Identification Number of any future calls so that action may be taken.
28	04/12/10	Dial Tone - Not heard	04/12/10	A customer reported no dial tone. A Customer Service Representative advised the customer to perform a physical reset. This resolved the customer's experience.
29	04/22/10	Technical - General	04/22/10	A customer's friend reported a call in which a single wrong word had been repeated multiple times. A Customer Service Representative investigated and discovered that a trouble ticket had been filed by the Communication Assistant on the call. Technical difficulty had been noted. The Customer Service Representative apologized for the incident, and explained that this was a one time occurrence that had been corrected. The customer's friend inquired about the production of captioning. The Customer Service Representative explained that the captions are created by a captionist using a combination of voice recognition and typing for proper nouns and corrections. The customer was satisfied.
30	05/19/10	Dial Tone - Not heard	05/19/10	A customer's daughter called citing no dial tone on their CapTel. A Customer Service Representative advised them to perform a physical reset which resolved the customer's experience.
31	05/24/10	A customer stated that their Communication Assistant was very rude and disrespectful, but would not elaborate further. The customer said that in all her years using this service, she has never been upset with an operator, and that she did not like his attitude. Customer Service apologized to the customer, and said that the supervisor will investigate. The customer was satisfied, and declined a follow up.	05/24/10	The Team Leader met with the Communication Assistant and was coached on the importance of customer service. The agent understood. No follow up was requested.
32	05/24/10	Dial Tone - Not heard	05/24/10	A customer reported that they had no dial tone on their CapTel phone. A Customer Service Representative advised a physical reset which resolved the customer's experience.
33	05/25/10	Dial Tone - Not heard	05/25/10	A customer reported that their CapTel had no dial tone following a power outage. A Customer Service Representative advised a physical reset, which resolved the customer's experience.



Division of Services for the Deaf and the Hard of Hearing  
North Carolina Department of Health and Human Services  
800-851-6099/919-874-2212 V/TTY  
919-855-6872 Fax

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DSDHH Administrative Office    2301 Mail Service Center    Raleigh, NC 27699-2301    [www.ncdhhs.gov/dsdhh](http://www.ncdhhs.gov/dsdhh)

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June 21 , 2011

Ms. Marlene H. Dortch  
Office of the Secretary  
Federal communications Commission  
445 12<sup>th</sup> St., SW, Room TW-B204  
Washington, DC 20554

RE: CG Docket No. 03-123

Dear Ms. Dortch:

Enclosed is a copy of North Carolina's annual consumer complaint log summaries for the 12 month period between June 1, 2010 through May 31, 2011.

Should you have questions concerning the reports, please feel free to contact me at [Tom.Galey@dhhs.nc.gov](mailto:Tom.Galey@dhhs.nc.gov) or 919 827-0680.

In advance, I thank you for your support for our telecommunication relay service for Deaf, Hard of Hearing, Deaf-blind and Speech-Impaired people.

Sincerely,

Thomas A. Galey, Program Manager  
Telecommunications Resources Manager

Cc: Dianna Downey, Public Staff, NC Utilities Commission  
Kendrick Fentress, Public Staff, NC Utilities Commission  
Jan Withers, DSDHH



**North Carolina  
FCC 2010 - 2011  
Complaint Log**

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

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/22/10	Accuracy of captions	07/02/10	Customer's daughter reported errors in the captions with no corrections made. Customer Service Representative apologized for incidence and thanked customer for bringing their experience to our attention. Customer had no specific call to report so Customer Service Representative suggested customer document the date, time and Communications Assistant's number for any future calls to allow us to take specific action with the Communication Assistant captioning the call. Customer Service Representative attempted to follow-up with customer but did not reach them.
2	08/12/10	TTY customer reports the operator did not read what she typed. Customer typed figs but the operator said steak. The customer cannot understand how a Relay operator could make that kind of mistake. Customer Service Representative apologized for the problem encountered and advised that Relay operators are supposed to spell words they do not know. Customer requests follow up contact via TTY	08/12/10	Supervisor spoke with agent and he does not remember a call with this type of verbiage. Operator said he is very diligent about saying what is typed and will continue to do his best. Supervisor reminded operator the importance of saying exactly what is typed and if they do not understand what is being said, to please question the customer.
3	08/14/10	Customer called into Relay service to dial a business recording. Operator who handled called did not type out the name of the business and only kept typing the recording that was playing and then disconnected the outbound line. When customer asked the Operator, to redial the number, to type out entire recording, they then disconnected the line. Customer Service Representative apologized for Operator's conduct and took down complaint to be passed on to operators supervisor. Customer would like a return email following up on this complaint to make sure that issue has been addressed and does not happen again.	08/14/10	Team Leader met with Operator. Operator did type recording per customer request. However, the caller wanted options pressed. As Operator redialed to press options she informed caller the recording was playing, and after each option pressed typed the next options and by the time TTY responded the recording hung up. Per procedure, Operator redialed and informed caller of each time of the recording playing and pressed options as they came up per customer direction. Per Operator, at time of call, customer upset about not getting through to the business. Supervisor sent follow-up e-mail to customer. Supervisor waiting for Operator to return to work to meet with them, hopefully, by Friday 8/20/2010.
4	08/25/10	Voice Carry-Over customer was not satisfied and stated this Operator did not do a good job typing. Customer provided phone number for follow up call.	08/25/10	This supervisor assisted on this call. Regarding the bad spelling - as Operator observed the screen, they saw one word that had one extra vowel in it and that was it for spelling errors. Other complaints were very nonspecific and hard to address. Operator stated she did follow customer instructions by disabling turbo and decreasing typing speed. Operator also witnessed this as the typing speed was decreased.
5	10/01/10	Technical - General	10/05/10	Customer reported specific phone call during which several zeroes appeared on the screen followed by a message indicating technical difficulty at the station. Customer Service Representative apologized for the incidence and thanked customer for the feedback. Customer Service Representative explained that this was caused by a technical difficulty at the Communication Assistant station. Call detail was shared with Call Center management, for follow up with the Communication Assistant, by the Communication Assistant's supervisor, to make sure customer is aware of any difficulties that may arise.
6	12/20/10	Technical - General	12/21/10	Customer called and said that she could not get captions on the CapTel phone and was getting captioning service is ringing. Customer Service Representative apologized for this experience and noted there was technical difficulty, at the Call Center, causing calls to be placed in queue and experiencing unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.
7	12/20/10	Technical - General	12/21/10	Customer reported captioning line is ringing message that hung up on screen. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.
8	12/20/10	Technical - General	12/21/10	Customer's daughter reported the need to wait for an operator when attempting to make a captioned call. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.
9	12/20/10	Technical - General	12/21/10	Customer's son reported that customer is seeing "Waiting for CapTel operator" on the CapTel display. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.
10	12/20/10	Technical - General	12/21/10	Customer reported caption line is ringing on their CapTel screen. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.
11	12/20/10	Technical - General	12/20/10	Customer reported the need to wait for a captionist when attempting to make a captioned call. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.
12	12/21/10	Technical - General	12/22/10	Customer's friend reported that the CapTel user was unable to connect with captions in the evening of 12/20/2010. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.

13	12/21/10	Technical - General	12/21/10	<p>Caller reported that customer could not get captions on 12/20/2010. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.</p>
14	12/22/10	Technical - General	12/23/10	<p>Customer reported no captions on their CapTel. Customer Service Representative advised customer that this was caused by technical difficulty, at the call center. Customer Service Representative apologized for this experience and noted that the technical difficulty, at the Call Center, was causing calls to be placed in queue and experiencing unusually long wait times, during a five hour interval. An external equipment vendor corrected the matter. Customer Service Representative confirmed the customer is now able to make their captioned call successfully, without delay.</p>
15	02/02/11	Service - General	02/02/11	<p>Customer reported seeing "CapTel line is ringing" on her screen, but no captions. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.</p>
16	02/02/11	Service - General	02/02/11	<p>Customer reported seeing "Captioning Service is Ringing" when trying to place calls. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.</p>
17	02/02/11	Service - General	02/02/11	<p>Customer inquired if the CapTel service was down due to the storm. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.</p>
18	02/02/11	Service - General	02/02/11	<p>Customer's daughter stated they were seeing "Caption line is ringing". 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.</p>
19	02/02/11	Service - General	02/02/11	<p>Customer reported "Captioning Service is Ringing" when trying to place calls. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.</p>
20	02/02/11	Service - General	02/02/11	<p>Customer reported seeing "Captioning Service is Ringing" when trying to place calls. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.</p>
21	02/02/11	Service - General	02/02/11	<p>Customer reported being unable to connect with captions on 2/2/2011 on her 2-Line CapTel at work. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.</p>

22	02/02/11	Service - General	02/02/11	Customer reported having issues with her CapTel phone. Customer Service Representative advised customer that on 2/2/11 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls in a timely manner.
23	02/02/11	Service - General	02/02/11	Customer's helper reported seeing "Waiting for CapTel Operator" when trying to place calls. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.
24	02/02/11	Service - General	02/02/11	Customer reported display showed "Caption Service is Ringing" when trying to place calls. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.
25	02/03/11	Service - General	02/03/11	Customer reported that on 2/2/2011 they were experiencing a longer than normal wait for a captionist. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.
26	02/03/11	Service - General	02/03/11	Customer reported seeing "Waiting for CapTel Operator" when trying to place calls. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.
27	02/03/11	Service - General	02/03/11	Customer reported on 2/2/2011 she saw "caption line is ringing" and her calls were not connecting to captions. 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 2/2/11. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.
28	03/14/11	The Operator paused, a lot, when typing the voice person's message. The Operator told the voice person she "could not understand her dialect". The Voice Carry-Over customer said her voice party felt insulted and thought it unprofessional. The Voice Carry-Over customer said she was left with long pauses, in between the typing, and felt uninformed as to what was occurring. Voice Carry-Over customer decided to hang up and get another operator. Customer Service Representative apologized to the customer and informed her the operator would be coached. The customer would like a follow up call.	03/14/11	Customer Service Representative coached Operator on protocol, in responding to inability, to understand consumer. Consumer was notified that the operator got coached and was satisfied.
29	03/24/11	Caller said agent was receiving the messages, but not relaying them. Caller asked agent if she was receiving messages, agent said yes. Caller said another agent took over the call and the party, she had called, hung up so caller was unable to complete her call. Customer Service Representative apologized to the caller for the problem. The caller requested a follow-up to know what happened on her call.	03/24/11	The agent did not remember an event of this nature, however, the agent demonstrated knowledge of appropriate phrasing when responding to customers under similar circumstances. At 7:50am, the customer was contacted. I explained the agent was discussed on proper protocol with this issue and apologized for the inconvenience. The customer was very understanding and thankful for the follow up.
30	05/23/11	Technical - General	05/23/11	State program representative reported an inability to dial out from the CapTel phone. After further investigation determined the customer's area code/dialing prefix combination was not being recognized in the system as a valid number. Tech support added a new area code/prefix combination to the system database allowing the customer to successfully complete a captioned call through the CapTel Service.
31	05/24/11	Customer states that she cannot get through to a friend using relay service. Relay Customer Service response; apologized for the problem and assured that a trouble ticket would be turned in with the problem stated. Customer did request follow up when the problem is fixed	05/24/11	Operator and Account Manager contacted the customers several times. The customer cannot be reached. No further action is required.



Division of Services for the Deaf and the Hard of Hearing

North Carolina Department of Health and Human Services

[www.ncdhhs.gov/dsdhh](http://www.ncdhhs.gov/dsdhh)

919-874-2212 V/TTY

919-890-0859 VP

800-851-6099 V/TTY

919-855-6872 Fax

DSDHH Administrative Office

2301 Mail Service Center

Raleigh, NC 27699-2301

October 9, 2012

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12<sup>th</sup> St., SW, Room TW-B204  
Washington, DC 20554

Re: CG Docket 03-123

Dear Ms. Dortch;

The North Carolina Division of Services for the Deaf and the Hard of Hearing and Sprint have compiled the consumer complaint information requested under CG Docket No. 03-123 for the 12 months ending May 31, 2012.

Please accept my apologies for the delay in submitting this information. Staff vacancies inadvertently caused this reporting to be overlooked.

Should you have any questions regarding this filing, please feel free to contact me at [Mark.Whisenant@dhhs.nc.gov](mailto:Mark.Whisenant@dhhs.nc.gov) or 919-874-2238.

Sincerely,

Mark Whisenant, TRS Administrator

cc: Dianna Downey, Public staff, NC Utilities Commission  
Jan Withers, Director DSDHH



**North Carolina FCC  
2011 - 2012  
Complaint Log**

Complaint Tracking for NC (06/01/2011-05/31/2012). Total Customer Contacts: 6

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	08/30/11	A North Carolina Voice Carry Over customer cannot dial her son through relay on nights or weekends, because she gets an error message that her number is blocked. She does not get this error message when she calls him directly. An apology was made for the inconvenience, a trouble ticket was opened, and the customer requested follow-up.	08/30/11	On trying to follow up, the account manager called the consumer three times without success. An Internal update was performed and determined the voice carry over number to remove the block on computer.
2	09/02/11	A Customer states that the Operator did not allow the customer to place a second call. There was no further response from the agent after the first call. The call took place this morning, 9/2/11, at approximately 8:30 AM, CT on. The customer was thanked for calling and apologized for the issue. The customer requested follow-up.	09/02/11	This issue is unable to be resolved. There Operator number was not in this call center. Upon talking to all the Operators here no one recalled having a call like this. Upon inquiry, the center could not locate the operator number that the customer gave at the center. No one at this center knew of this issue or call. The Account Manager contacted the consumer who was not experiencing any more issues with VCO calls. The Customer will contact customer service again if it occurs once more.
3	12/21/11	Answering machine message retrieval	12/28/11	A Customer stated that when she tried to caption her voice mail message and used the prompt to repeat hearing the message again, the Operator did not repeat captions of the message. The Customer Service Representative apologized for the incidence and thanked the customer for the feedback. Call details were shared with Call Center management for follow up with the Operator by the Operator's supervisor.
4	02/12/12	Technical - General	02/13/12	A Customer reported seeing the word 'him' repeated several times on a particular call. The Customer Service Representative apologized to the customer for this experience and researched the call. The Customer Service Representative identified there was a trouble ticket logged at the Operator's work station that was promptly remedied. The Customer Service Representative let the customer know of this finding and assured the customer this was an isolated incident. The Customer was pleased with the follow up.
5	03/09/12	Technical - General	03/20/12	A Customer reported experiencing difficulties connecting to captions with incoming calls. Extensive troubleshooting was provided. Finally technical support re-directing customer's calls through a different telephone carrier. The Customer confirmed this resolved their experience.
6	05/09/12	A Customer's helper reported that incoming calls were not being captioned in 2-Line Mode.	05/09/12	The Customer Service Representative referred the customer's helper to the customer's telephone company for assistance in obtaining functional lines. The Customer Service Representative confirmed that this resolved the customer's experience.

**Appendix M:**  
**Copy of North Carolina TRS RFP**

<b>STATE OF NORTH CAROLINA</b>	<b>RFP No. 30-SD514-12</b>	
<b>Service:</b>	<b>Telecommunications Relay Services</b>	
RFP Issued:	November 7, 2011	
Vendor Questions Due:	2:00 PM on November 18, 2011	
<b>Deadline for Proposals Submission:</b>	<b>2:00 PM on December 20, 2011</b>	
Contract Type:	Open Market	
Issuing Agency:	Department of Health & Human Services Office of Procurement and Contract Services	
Using Agency:	Department of Health & Human Services Division of Services for the Deaf & Hard of Hearing	
Refer All Inquiries To Sherri Garte at:	Sherri.Garte@dhhs.nc.gov	(919) 855-4086

**OFFER AND ACCEPTANCE:** This solicitation advertises the State’s needs for the services and/or goods described herein. The State seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals received shall be treated as offers to contract. The State’s acceptance of a proposal shall be demonstrated by the State’s execution of the proposal and the Vendor’s Best and Final Offers (BAFO’s), if any. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State’s General Terms and Conditions for Goods and Related Services, as may be amended by any supplemental terms herein, Best and Final Offers, if any, and the awarded Vendor’s proposal.

**EXECUTION:** In compliance with this Request for Proposals, and subject to all the terms and conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion.

**Failure to execute/sign bid prior to submittal shall render bid invalid.**

Vendor		Telephone No.
Street Address:	P.O. Box:	Toll Free Tel. No.
City & State	E-Mail Address:	Fax No.
Type Or Print the Name Of the Person Signing:		Title:
Authorized Signature:		Date:

**Offer valid for ninety (90) days from date of bid opening.**

**ACCEPTANCE OF BID:** If any or all parts of this bid are accepted, an authorized representative of DHHS shall affix his or her signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the State’s General Terms and Conditions as may be amended by any supplemental terms herein, Best and Final Offers, if any, shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR NC DHHS USE ONLY** Offer accepted and contract awarded this \_\_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Signature of Authorized Representative**

**DELIVERY INSTRUCTIONS:** Deliver **two (2) originals** and **ten (10) copies** of the Proposal to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front.

If Delivered By Us Postal Service	If Delivered By Any Other Means
<b>RFP No. 30-SD514-12</b> Department of Health and Human Services Attn: Sherri Garte, Assistant Director Office of Procurement and Contract Services 2008 Mail Service Center Raleigh, NC 27699-2008	<b>RFP No. 30-SD514-12</b> Department of Health and Human Services Attn: Sherri Garte, Assistant Director Office of Procurement and Contract Services 801 Ruggles Drive, Hoey Building Raleigh, NC 27603-2001

Sealed bids, subject to the conditions made a part hereof, will be received at **801 Ruggles Drive, Hoey Building until 2:00 PM** on the day of opening and then opened, for furnishing and delivering the services as described herein. Proposals must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the Vendor. Unsigned proposals shall not be reviewed.

Proposals **will not** be accepted by electronic means. This RFP is available electronically at <http://www.ips.state.nc.us/ips/pubmain.asp>.

**Written questions** concerning the RFP will be accepted until 2:00 PM on November 18, 2011. Questions must be sent via e-mail to Sherri.Garte@dhhs.nc.gov. Please insert “**Telecommunications Relay Questions**” in the subject line of your e-mail. All questions and answers will be posted to the Interactive Purchasing System (IPS) as an addendum to this RFP. Oral answers shall not be binding on the State. Vendor contact regarding this RFP with anyone other than Sherri Garte may be grounds for rejection of said Vendor’s offer. The questions are to be submitted in the following format:

Citation	Vendor Question	The State’s Response
Bid Section, Page Number		

Critical updates to the RFP may be included in Addenda. It is important that all Vendors bidding on this proposal periodically check the State website for any and all Addenda that may be issued prior to the bid opening date. **It is the Vendor’s responsibility to assure that all addenda have been reviewed, signed, and returned with the Vendor’s proposal.**

**Basis for Rejection:** Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

\*\*\*\*\*  
**Notice to Vendors:** The State objects to and will not be required to evaluate or consider any additional terms and conditions submitted with a Vendor response. This applies to any language appearing in or attached to the document as part of the Vendor’s response. By execution and delivery of this Request for Proposal and response(s), the Vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

\*\*\*\*\*  
**Late Proposals:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor’s duty to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

**Interpretation of Certain Phrases:** This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

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## SECTION 1.0 BIDDING INFORMATION

### 1.1 Instructions to Vendors:

- (a) Proposals submitted electronically or via facsimile (FAX) machine will not be reviewed.
- (b) Unsigned proposals will not be reviewed.
- (c) **Time For Consideration:** Unless otherwise indicated on the first page of this document, Vendor's offer must be valid for **90 days** from the date of proposal opening.
- (d) **Failure To Meet Proposal Requirements:** While it is not anticipated that the awarded Vendor will fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of the State.
- (e) **Prompt Payment Discounts:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- (f) Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- (g) **Vendor Registration and Solicitation Notification System:** Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available through our Internet web site at:

**<http://www.its.state.nc.us/ITProcurement/>**

**E-Procurement:** This is not an e-procurement solicitation.

- (1) General information on the e-procurement service can be found at:  
**<http://eprocurement.ncgov.com>**
- (2) As of the proposal submittal date, the Vendor must be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

### 1.2 General Conditions for Proposals

- (a) **Definitions, Acronyms and Abbreviations:** Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms: Note: Additional acronyms, definitions and abbreviations may be included in the text of the RFP.
  - (1) **90/10:** refers to 90% of calls being answered within 10 seconds
  - (2) **ANI:** Automatic Numbering Identification
  - (3) **ASA:** Average Speed of Answer
  - (4) **Common Carriers:** the FCC term used to refer to all telephone companies

- (5) **Department:** The North Carolina Department of Health and Human Services
- (6) **Division:** The Division of Services for the Deaf and Hard of Hearing in the North Carolina Department of Health and Human Services
- (7) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of G.S. § 25-2-105 (UCC definition of goods).
- (8) **GS:** General Statutes of North Carolina
- (9) **HCO:** Hearing Carry Over
- (10) **ITS:** the State’s Office of Information Technology Services.
- (11) **NCUC:** the North Carolina Utilities Commission, which has legal oversight of the funding for the contract.
- (12) **NECA:** National Exchange Carriers Association
- (13) **Open Market Contract:** A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
- (14) **PIN:** Personal Identification Number
- (15) **PSAP:** Public Safety Answer Point
- (16) **RFP:** Request for Proposal
- (17) **RNC:** Relay North Carolina
- (18) **RO:** Relay Operator
- (19) **State:** the State of North Carolina and its agencies.
- (20) **STS** Speech to Speech
- (21) **TRS:** Telecommunications Relay Services
- (22) **TRS Administrator:** The Telecommunications Relay Services Administrator is a staff position within the Department of Health and Human Resources responsible for the day to day operations of this contract.
- (23) **VCO:** Voice Carry Over
- (24) **Vendor; Contractor; Bidder; Offeror, Provider, Respondent:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
- (25) **VRS:** Video Relay Services. VRS enables American Sign Language users to communicate and receive telephone information via ASL Interpreters

- (b) **Read and Review:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments and comply with all requirements as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of the solicitation. Requests for clarifications must be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified herein above.
- (c) **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.
- (d) **Inherent Services:** If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.
- (e) **Disclaimer:** All statistical and fiscal information contained in this RFP and its appendices, including amendments and modifications thereto, reflect the best and most accurate information available to the Department at the time of RFP preparation, but are not to be construed as a guarantee of future business volumes.
- (f) **Vendor Responsibility:** The Vendor shall be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying services, maintenance, warranties, or other criteria identified herein.
- (g) Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- (h) **Oral Explanations:** The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 1 above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

- (i) **Insufficiency of References to Other Data:** Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted *will not* suffice as a response to this solicitation.
- (j) **Conflict of Interest:** Applicable standards may include: G.S. §§ 147-33.100, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- (k) **Effective Date:** This solicitation and any resulting contract shall not become effective or bind the State until the appropriate State purchasing authority has signed the Vendor's proposal; the effective award date has been entered on the award document by the appropriate State purchasing authority; and that date has arrived or passed. The State shall not reimburse the Vendor for goods provided or services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. Furthermore, neither the Department nor the TRS Fund shall reimburse the Vendor for any costs or obligations incurred by the Vendor prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.
- (l) **Recycling and Source Reduction:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.
- (m) **Historically Underutilized Businesses:** Pursuant to G.S. § 143-48 and Executive Order 150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://www.doa.state.nc.us/hub/>
- (n) **Clarifications/Interpretations:** Any and all amendments or revisions to this document shall be made by written addendum from the IT Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- (o) **Rights Reserved:** While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
- (1) waive any formality;
  - (2) amend the solicitation;
  - (3) cancel or terminate this RFP;
  - (4) reject any or all proposals received in response to this document;

- (5) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
  - (6) negotiate directly with one or more Vendors if the response to this solicitation demonstrate a lack of competition;
  - (7) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
  - (8) If all responses are deficient, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.
- (p) **Co-Vendors:** Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to the State within the RFP response. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean all such partners or co-Vendors.
- (q) **Submitting a Proposal:** Each Vendor submitting a proposal warrants and represents that:
- (1) The proposal is based upon an understanding of the specifications and requirements described in this RFP; and
  - (2) Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals.
- (r) All materials submitted in response to this RFP become the property of the State.
- (s) A proposal may not be unilaterally modified by the Vendor for a 90-day period following the delivery of the proposal or of any Best And Final Offer.
- (t) **Alternate Bids:** Vendors may submit alternate bids for various levels of service(s) or products meeting specifications. Alternate bids must specifically identify the advantages provided by the alternate bid. Any alternate proposals must be clearly marked with the legend as shown herein. Each proposal must be for a specific set of services or products and bid at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be bid with a different price and a separate proposal response. Vendors may also provide multiple proposals for software or systems coupled with support and maintenance options, provided, however, all proposals must satisfy the specifications. **Alternate bids must be clearly marked “Alternate Bid For [Vendor Name]”** and numbered sequentially with the first bid if separate proposals are submitted. This legend must be in bold type of not less than 14-point type on the face of the bid, and on the text of the alternate proposal.

### 1.3 Evaluation Process

- (a) **Best Value Procurement:** "Best Value" procurement methods are authorized by G.S. § 143-135.9. Best Value Procurement means the selection of a Vendor by determining which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision shall be based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the technical merit of the Vendor's proposal; the Vendor's past performance; and the probability that the Vendor can meet the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The

intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of the procurement.

- (b) **Source Selection:** A tradeoff/ranking method of source selection will be utilized in this procurement to allow the State to award the contract to the Vendor providing the Best Value, recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors. The evaluation methodology shall be consistent with 9 NCAC 06B.0302, or the corresponding section of any future NC Administrative Code, and this Section.

The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or in part, any clarification provided by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the proposal.

- (c) **Best and Final Offers (BAFO's):** If negotiations or subsequent offers are solicited, the Vendors shall provide BAFO's in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of proposals, and request BAFOs from one or more Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs and add any additional points to the Vendors' respective scores. Points awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned points to attain final scores.

- (d) **Evaluation of Proposals:** Proposals will be evaluated as follows.

(1) **Technical Merit — 500 points**

Proposals will be evaluated on the thoroughness and applicability of the Vendor's proposal to the specifications and the degree to which the proposal meets or exceeds the standards set forth in this RFP, the applicable FCC regulations, DHHS rules, North Carolina Utilities Commission orders, and FCC orders.

(2) **Qualifications and References — 100 points**

Proposals will be evaluated for relevant and material information relating to the Vendor's organization, personnel, expertise, financial information, experience, and success in providing TRS similar to those required by the State. The State's evaluation will include contacts with previous clients receiving similar services to those proposed by the Vendor.

(3) **Customer Service, Outreach, and Advertising Program---- 100 points**

The Vendor's compliant resolution plan will be evaluated on how well it demonstrates the Vendor's commitment and ability to resolve complaints.

The Vendor's outreach plan will be evaluated for evidence of the Vendor's ability to provide the personnel, knowledge, experience and expertise necessary to develop effective Outreach materials and to provide effective Outreach services to current and potential relay users as specified in this RFP.

Proposals will be evaluated for evidence of the Vendor's ability to maintain a comprehensive, informative and instructional Telecommunication Relay Service website for Relay North Carolina and Captioned Telephone Relay.

(4) **Cost — 300 points**

The State will evaluate each Cost Proposal for completeness and reasonableness. The State may reject a proposal if the Cost Proposal is incomplete or if it contains significant inconsistencies or inaccuracies. The State will score the Cost Proposals as follows:

The total annual cost of each proposal will be calculated in the manner specified in Attachment A. The proposal with the lowest total annual cost will be awarded a score of 300 points. All other competing proposals will be awarded a portion of the maximum score using the following formula:

$$300 \times \frac{\text{The Total Annual Cost Of The Lowest Cost Proposal}}{\text{The Total Annual Cost Of The Cost Proposal Being Evaluated}} = \text{Cost Score}$$

All scores will be rounded up or down to the nearest whole number.

All costs quoted in the Vendor's Cost Proposal must be firm and fixed for the full four years of the contract, provided however, that the Vendor may *reduce* the amount it charges the State at any time during the contract.

- (e) **Grounds for Disqualification:** A Vendor may be disqualified from evaluation or award if the Vendor, or any key Vendor personnel, has previously failed to perform satisfactorily under any contract with the State or has violated rules or statutes applicable to public bidding.
- (f) **Award of Contract:** The responsible Vendor whose proposal is most advantageous to the State, taking into consideration the evaluation factors herein, will be recommended for contract award. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item proposal.
- (g) **ITS and NCUC Approval Required:** The evaluation committee's award recommendation must be approved by the Office of Information Technology Services and the North Carolina Utilities Commission.
- (h) **Interactive Purchasing System:** ITS has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve proposal award information electronically from our Internet web site: <http://www.ips.state.nc.us/ips/pubmain.asp>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-proposal number (RFP-SD-514-12), and then click search. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.
- (i) **Protest Procedures:** Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. All protests will be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1009 - .1029.

## SECTION 2.0 BACKGROUND

### 2.1 Service Description

- (a) The Americans with Disabilities Act of 1991 (ADA) requires Common Carriers to provide nationwide Telecommunications Relay Service for all Deaf, Hard of Hearing, and Speech Impaired individuals in the United States.
- (b) The Federal Communications Commission (FCC) has adopted regulations that establish minimum standards for all types of relay services. These rules are found in 47 C.F.R. §§ 64.601 through 64.605 as well as in decisions that are issued by the FCC from time to time. The Vendor is obligated to comply with all current and future FCC mandates.
- (c) The North Carolina General Assembly enacted G.S. § 62-157 in 1989 to provide Deaf, Hard of Hearing, and Speech Impaired individuals in North Carolina with access to the telecommunications network equal to that provided to other customers. G.S. § 62-157 provides that DHHS may contract out the provision of relay service for four-year periods to one or more service providers. Relay North Carolina was implemented on June 1, 1991, and Sprint was chosen as the first relay contractor. Since then, both MCI and Sprint have been selected as contractors for the four-year periods.
- (d) Relay North Carolina handled a total of 185,098 outbound calls of all types for a total of 943,093 session minutes during calendar year 2010. See Attachment E. In addition, Relay North Carolina provided 2,108,097 session minutes of captioned telephone services during calendar year 2010. See Attachment F.
- (e) The current telephone surcharge is \$0.11 per access line account and commercial mobile radio service (CMRS or wireless) account per month. This surcharge amount has been in effect since April 2011. The monthly surcharges are collected by local service and wireless providers and are deposited into the TRS Surcharge Fund by the State Treasurer. Pursuant to G.S. § 62-157, the North Carolina Utilities Commission may decrease or increase the amount of the monthly surcharge by as much as \$0.25 to meet funding requirements.
- (f) There are approximately 1,030,000 North Carolinians with hearing loss. Approximately 950,000 North Carolinians have some form of speech impairment. There are about 30,000 deaf-blind residents in North Carolina. These numbers are projected to continue to grow due to the population growth in the state. It is now considered the tenth most populous state in the United States.
- (g) The North Carolina Department of Health and Human Services promotes a culture of excellence and the application of best practices in management and service provision through “DHHS Excels.” The TRS provider is expected to apply the philosophy and values of DHHS Excels in fulfilling the requirements of the contract. Details regarding DHHS Excels can be found at:

<http://www.ncdhhs.gov/excel/>.

### 2.2 Objectives: The objectives of the RFP are:

- (1) To contract with a FCC certified telecommunications provider for the services required herein.
- (2) To establish Telecommunications Relay Services (TRS) and captioned telephone services that are flexible and responsive to service demands and are able to adapt state-of-the-art technology and new available technology.
- (3) To establish Internet Relay Service and Video Relay Service when responsibility for these

services is transferred to the State.

- (4) To establish procedures for forecasting changes in service demand.  
To provide outreach activities to promote all RNC services.

**Vendor must describe in its proposal how it will meet the following services using the same numbering sequence for the sections 3-11 below:**

### **SECTION 3.0 Telecommunications Relay Services (TRS)**

- 3.1 Local, Expanded Local and Intrastate Calls:** The service must be designed to provide and correctly bill local, expanded local, and intrastate toll calls.
- 3.2 Interstate Calls:** The Vendor must offer and correctly bill interstate TRS. Funding for interstate service will come from the interstate jurisdiction TRS fund maintained by the National Exchange Carriers Association (NECA), as mandated by the FCC.
- 3.3 Carrier of Choice (COC):** The Vendor must allow the relay user to select his/her preferred inter-exchange carrier when placing expanded local and long distance calls through the TRS. The Relay Operator is not required to verbally offer the option, but must describe the option when asked by a relay user. An explanation of COC must be included in all written outreach materials.
- 3.4 Charges for Flat Rate Local Calls:** The calling and called parties must bear no charges for calls originating and terminating within the caller's flat rate local calling area. With certain expanded local calling plans, a premium service is offered which allows subscribers to call on a flat rate basis all exchanges in the expanded local calling area. The Vendor must enable subscribers to such plans and other similar plans which may be adopted in the future to make calls through the TRS to points within the expanded local area without incurring any charge for the calls.
- 3.5 Charges for Expanded Local Calls and Intrastate Calls:** The schedule of rates for intrastate long distance and expanded local calls made through the TRS and billed by or on behalf of the TRS will be those approved by the North Carolina Utilities Commission (NCUC). The Vendor must comply with the decisions, rules, and Orders of the NCUC, the FCC, and filed tariffs. The basic rates for expanded local and intrastate calls shall be at or below the rates that would apply to a subscriber without a hearing impairment for the same type of call; i.e. sent-paid, credit card, etc. which originated and terminated at the same points. The NCUC permits carriers to give consumers with hearing loss a 50% discount on intrastate calls due to the additional time it takes for relay calls to be processed. The provider must include in its proposal a comparison of the proposed expanded local rates and the rates that the applicable local exchange company would normally apply for the call, and a comparison of the proposed basic intrastate rates with the current basic rates.
- 3.6 Charges for Interstate Calls:** The rates for interstate services must be established by the NECA. The Vendor must be capable of charging the relay users for their toll calls to their Carrier of Choice's (COC's) credit calling cards. The Vendor shall not limit the relay user's choice of carrier. The Vendor shall allow eligible State of North Carolina employees to charge their calls to their state credit calling cards. The Vendor must service all interstate calls originating or terminating in North Carolina.
- 3.7 Charges for International Calls:** International collect/third party calls must be billed through a long distance carrier automated response system. The caller may request their preferred long distance carrier when making an international call but must do so clearly and specifically. The Vendor must service

international calls originating or terminating in North Carolina. All international inbound and outbound calls must be allowed to be processed at a relay center(s).

### **3.8 Billing Requirements:**

- (a) The Vendor must be capable of charging the relay users for sent-paid calls, collect calls, person to person calls, and calls charged to a third party. The Vendor must also be capable of billing to North Carolina local exchange company calling cards and to any non-proprietary inter-exchange company calling cards. For long distance and measured local calls, the relay user must be billed for talk time (time in minutes and seconds, from the moment when the relay center is connected with the called telephone number and conversation begins until the caller hangs up), not the RO work time.
- (b) The Vendor shall be responsible for the billing and collection functions and for payment of all billing and collection charges made by the local exchange companies.
- (c) Proposals must include a complete description of how relay users will be billed for all calls. This description must include the procedures for obtaining billing information from the local exchange companies, show whether the billing will be performed in-house or contracted, list specific credit cards to which calls can be billed, and include a sample bill format.

**3.9 Call Billing Records:** The billing system must be automated. The proposal must describe the system to be used for identifying and recording calls for billing purposes, including how the billing minutes will be calculated. All billing records must be sent to the TRS Administrator.

**3.10 Individual Lines – Measured Service:** Charges will be billed according to the customer's calling plan; otherwise, no charges will apply. The Vendor must explain in its proposal how this will be done.

**3.11 Text/Voice Calls:** The TRS must be capable of receiving and transmitting voice calls and TTY calls. The proposal must describe the methodology used to determine the call type and must state the amount of time necessary to determine the call type.

**3.12 Voice Carryover and Hearing Carryover:** The Vendor must be capable of providing either voice carryover (“VCO”) or hearing carryover (“HCO”), upon the request of the relay user, with a minimum amount of setup time. The TRS shall enable VCO and HCO users to utilize both TTY modes: acoustic mode and direct connect mode. The TRS must allow the VCO relay users to set up the call using voice communication without the TTY transmission that is normally required to set up the relay call.

**3.13 Hearing to Hearing Relay:** The Vendor must provide HCO capability to allow two speech-impaired individuals to hear the RO read the typed conversation.

**3.14 Other Call Types:** The Vendor must describe how it would handle the following calls:

- (1) VCO to HCO (and vice versa)
- (2) HCO to TTY (and vice versa)
- (3) VCO to TTY (and vice versa)
- (4) 2 line VCO (and vice versa)
- (5) VCO to VCO
- (6) STS

**3.15 Access to 1-800 and 1-900 Number Services:** This service shall allow access to 800 number services as well as 900 number services that charge for usage. The proposal must describe the procedure that will

be used to implement this access, including how calls from a line that has 900 blocking will be identified and handled. The proposal must include a detailed billing procedure for such calls.

- 3.16 Access to Local Exchange Company Enhanced Services:** This service must allow relay users to utilize their local exchange custom calling features such as call release, three way calling and speed dialing on calls completed through the TRS.
- 3.17 Access to Restricted Toll Free Numbers:** This service must allow access to regionally restricted toll free numbers. The proposal must describe procedures to access to restricted toll free numbers.
- 3.18 Directory Assistance:** The TRS must provide directory assistance or refer any requests from a TTY caller or a voice caller for directory assistance to the toll-free TTY directory assistance number. The proposal must include the local directory assistance rates to be charged to callers. All callers must have access to Directory Assistance through the Vendor's established 800 access number.
- 3.19 Customer Database:** The Vendor must establish database profiles requested by the relay user whose automatic numbering identification (ANI) is on the system. The database must be transmitted to the Department at the termination of the contract for purposes of transfer to a new TRS contractor. This transfer of data must be in usable format within 60 days prior to the outgoing contractor's last day of service. The data shall not be used for other purposes than to connect TRS users. The database shall not be sold, distributed, shared, or revealed.
- 3.20 Handling of Emergency Calls:**
- (a) The Vendor shall use a system for incoming emergency calls that automatically and immediately transfers the caller to the 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. The Vendor shall ensure that the caller's telephone number is passed to the PSAP when a caller disconnects before being connected to emergency services. The Vendor shall also release the caller to PSAP in certain situations to allow direct TTY-to-TTY communications. For users accessing the TRS in mediums other than landlines, the Vendor shall connect such callers to their nearest PSAP, as soon as is technically and physically possible.
  - (b) A relay user may elect to use telecommunications equipment which does not allow for direct calling to a 911 center. In these instances, the relay center must assist the callers with placing a call to a 911 center. The Vendor must describe in detail, in this proposal, the call handling procedures and interactions between the RO and the 9-1-1 dispatcher.
- 3.21 Enhanced Protocol/Turbo:** The Vendor must use enhanced protocol/turbo software in its relay system to help speed up the process of typing and reducing interruptions of conversation.
- 3.22 Automatic Error Correction:** The Vendor's system must include automatic error correction software to automatically correct the RO's common typographical errors. The proposal must describe the proposed automatic error correction system.
- 3.23 Bi-Language Services:** The Vendor must provide full relay services to users who use Spanish language as their primary language. This includes same language text to speech relay as well as translation from a verbal non-English language to English text. The 800 toll free number must be provided to Spanish speaking people. The proposal must include the plan for providing Spanish relay calls.

**3.24 Operator Release of Calls:**

- (a) The Vendor must allow the RO to release a relay call if a TTY user trying to reach a voice user reaches another TTY that he/she will accept instead of the voice user originally called. The RO must release the call if a voice user will accept another voice user if the TTY is not available.
- (b) The Vendor must let the RO release the call if a TTY user tries to call another TTY user but the switchboard answers it by voice and then transfers TTY user to the TTY user. In this way, relay users will not have to hang up and re-dial a number to leave a message or continue the call with a called party.
- (c) Vendor must describe in its proposal the procedures on how to release the calls.

**3.25 Mobile Radio, Paging and Other Wireless Communications:** The TRS must be capable of handling all kinds of wireless communications services, including cellular phone services. The TRS center must be capable of handling cellular and PCS phone calls. The Vendor must establish the procedure and methodology to determine call types and document amount of time necessary to determine call types. The Vendor must be capable of billing wireless calls. The Vendor must describe in its proposal the procedures on how to process and bill wireless communications calls.

**3.26 Coin Sent Paid Calls:** The Vendor shall accept alternative billing arrangements (credit card, etc) from payphones. The relay user will give the RO the number to call. If it is a local call, the call will not be charged. The Vendors proposal must include a method of billing charges for collect calls, person-to-person calls, or calls charged to a third party.

**3.27 Blockage Rates:** Not more than one out of one hundred calls should encounter a busy signal when calling the TRS. At a minimum, the blockage rate shall be measured for a 30-minute period during each hour of each day. If a call is in queue for more than 90 seconds, it shall be considered a blocked call.

**3.28 Average Speed of Answer (ASA):** Ninety percent of all calls must be answered by the TRS provider within 10 seconds after the caller completes out dialing the relay number. The average answer time shall not exceed 3.3 seconds. The Vendor shall measure ASA at a minimum of once every 60 minutes every day.

**3.29 Dynamic Call Routing:** The Vendor must utilize dynamic call routing techniques so each relay number called is routed to the first available RO within the Vendor's network. The Vendor must describe a plan for routing calls within their network and must at a minimum describe the extent of dynamic call routing that will be used for RNC calls relayed by the Vendor.

**3.30 Switching System:** The switching system must ensure that no calls are dropped due to technical failure and must be capable of having preventative maintenance performed while the system is on-line.

**3.31 Network Configurations**

- (a) The transmission circuits shall meet or exceed industry inter-exchange performance standards for circuit loss and noise.
- (b) The Vendor's proposal must contain a description of the facilities, platforms, telecommunications equipment, and software to be used in providing the TRS. The proposal must include a network design diagram that describes the network configuration in providing the TRS, including the way callers will access the service, and the way the Vendor will handle the calls and the quantities and types of inbound and outbound circuits necessary to complete the projected numbers of local and toll calls.

- 3.32 Uninterruptible Power System:** The relay center must have a backup system sufficient to operate at full capacity for a minimum of twelve (12) hours after a power failure.
- 3.33 Disaster Recovery Plan / Service Disruption Reports:** The Vendor must create a written plan for dealing with all types of natural and man-made problems. The TRS Administrator must be immediately notified in writing of any disruption in service that lasts more than 30 minutes. A written report of such disruption must be submitted to the TRS Administrator within five (5) calendar days after the resumption of services. The written report must explain how and when the problem occurred, what was required to correct it, and the time and date when the TRS resumed full operation.
- 3.34 Intercept Messages:** Appropriate intercept messages shall be provided if a system failure occurs. Intercept messages shall be provided for voice and TTY users. The Vendor must describe the means by which it intends to generate intercept messages. The Vendor must consult the TRS Administrator on the wording of intercept messages.
- 3.35 State of the Art Technology:** The Vendor shall describe in its proposal its plan for upgrading the TRS and captioned telephone services as new technology and services become available. The TRS Administrator must be informed immediately of technological and services upgrades.
- 3.36 Service Expansion:** The relay center must be capable of expanding services in response to increasing demand. The Vendor's proposal must describe the rationale for the expansion, how the expansion will be accomplished, and the timeline for implementation. The description shall include plans for expanding trunk capacity, RO workstations, personnel, and equipment capacities.
- 3.37 Complaint Resolutions**
- (a) The Vendor must establish procedures for processing complaints, inquiries, and comments about TRS and its personnel. Copies of all complaints, comments, and/or requests for information shall be forwarded to the account manager, the TRS center, the TRS Administrator. Customer Complaint reports must be submitted with the monthly invoice reports.
- (b) In accordance to the FCC rules, a log of customer complaints must be maintained and submitted to the TRS Administrator by the 15<sup>th</sup> of June every year. This log will include all complaints and resolutions from June 1 to May 31 of that year.
- (c) The Vendor must comply with 47 C.F.R. & 64.604(c)(2)(ii) in that it must demonstrate that it has submitted to the FCC a contact person or office for TRS consumer information and complaints about the provider's service. Pursuant to 47 C.F.R & 64-604 (c) (2) (ii), the written\_ submission shall include the name and address of the office that receives complaints, grievances, inquiries, and suggestions; the voice, TTY and fax numbers for that office; the e-mail address; and the mailing address to which correspondence should be sent. The Vendor shall also provide a copy of this submission to the TRS Administrator. The Vendor must notify the TRS Administrator, as well as the FCC, if there is any change in this required information.
- 3.38 Quality Assurance:** The Vendor shall implement a quality assurance program to monitor its compliance with the contract requirements. The Vendor shall conduct quality assurance reviews on a monthly, quarterly, and annual basis. The data, self testing, recommendations, and outcomes shall be shared with the TRS Administrator in writing 60 days post evaluation. The TRS Administrator reserves the right to make unannounced visits to all TRS call centers and to hire an independent auditor to audit or consult on the TRS's quality assurance program. The Vendor shall conduct an annual customer survey at random to obtain feedback from relay users and shall provide a complete report on the results of the

surveys. The report shall be due on May 1 of each year throughout the life of the contract. The TRS Administrator shall pre-approve surveys and have complete access all reports.

- 3.39 TRS must be available 24 hours per day, 7 days per week.
- 3.40 TRS must be “functionally equivalent” to voice telephone services, as specified by the FCC in Section 255.

## **SECTION 4.0 CAPTIONED TELEPHONE**

- 4.1 **Local, Expanded Local and Intrastate Calls:** The service must be designed to provide and correctly bill local, expanded local, and intrastate toll calls.
- 4.2 **Interstate Calls:** The Vendor must offer and correctly bill interstate captioned telephone calls. Funding for interstate service will come from the interstate jurisdiction as mandated by the FCC.
- 4.3 **Carrier of Choice (COC):** The Vendor must allow the relay user to select his/her preferred inter-exchange carrier when placing expanded local and long distance calls through captioned telephone. The captioned telephone operator is not required to verbally offer the option, but must describe the option when asked by a captioned telephone user. An explanation of COC must be included in all appropriate relay materials.
- 4.4 **Charges for Flat Rate Local Calls:** The calling and called parties must bear no charges for calls originating and terminating within the caller's flat rate local calling area. With certain expanded local calling plans, a premium service is offered which allows subscribers to have access to call on a flat rate basis all exchanges in the expanded local calling area. The Vendor must enable subscribers to such plans and other similar plans which may be adopted in the future to make calls through the captioned telephone to points within the expanded local area without incurring any charge for the calls.
- 4.5 **Charges for Expanded Local Calls and Intrastate Calls**
  - (a) The schedule of rates for intrastate long distance and expanded local calls made through the captioned telephone and billed by or on behalf of the captioned telephone will be established by the contract resulting from this RFP. The Vendor must comply with the decisions, rules, and Orders of the North Carolina Utilities Commission (NCUC) and filed tariffs. The basic rates for expanded local and intrastate calls must be at or below the rates that would apply to a subscriber without a hearing impairment for the same type of call; i.e. sent-paid, credit card, etc. which originated and terminated at the same points. The rates that apply to the TRS user shall be 50% of the rates in the basic schedules. (NCUC decisions provide a 50% discount on all intrastate and expanded local calls to or from a caller with a hearing impairment).
  - (b) The Vendor’s proposal must include a copy of the proposed intrastate, expanded local, and operator service basic rate schedules and the 50% discount provision. The rates in the basic schedules must be the full non-discounted rates for the service; the 50% discount to users on intrastate calls through the captioned telephone shall be applied after the total charge for the call has been calculated.
  - (c) The Vendor’s proposal must also include a comparison of the proposed expanded local rates and the rates which the applicable local exchange company would normally apply for the call, and a comparison of the proposed basic intrastate rates with the current basic rates.

- 4.6 Charges for Interstate Calls:** The rates for interstate services must be established by the NECA. The Vendor must have the means to charge the relay users for their toll calls to their Carrier of Choice's (COC's) credit calling cards. The Vendor shall not limit the relay user's choice of carrier to its TRS' COC. The Vendor shall allow eligible State of North Carolina employees to charge their calls to their state credit calling cards. The Vendor must allow interstate calls originating and/or terminating in North Carolina.
- 4.7 Charges for International Calls:** International collect/third party calls must be billed through a long distance carrier automated response system. The caller must be specific in requesting their preferred long distance carrier when making an international call. The Vendor must allow the international calls originating and/or terminating in North Carolina. All international inbound and outbound calls must be allowed to be processed at a relay center(s).
- 4.8 Billing Requirements:**
- (a) The Vendor must have the means to charge the relay users for sent-paid calls, collect calls, person to person calls, and calls charged to a third party. The Vendor must also have the means of billing to any North Carolina local exchange company calling card and to any non-proprietary inter-exchange company calling card. For long distance and measured local calls, the relay user must be billed for talk time (time in minutes and seconds, from the moment when the relay center is connected with the called telephone number and conversation begins until the caller hangs up), not the RO work time.
  - (b) For two-line captioned telephone, the FCC has adopted the methodology of the National Exchange Carrier Association (NECA) to determine the number of inbound two-line captioned telephone call minutes that would be compensated from the Interstate Fund. NECA's methodology calculated an interstate allocation factor of 11% and an intrastate allocation factor of 89%. The Vendor shall be responsible for billing for inbound two-lined captioned telephone calls consistently with the FCC's intrastate/interstate cost recovery allocation method, as described above. Should the FCC revise this cost recovery allocation methodology or the allocation factor(s) during the term of the contract, the Vendor shall comply with the FCC's revised cost recovery allocation methodology or allocation factor(s).
  - (c) The Vendor shall be responsible for the billing and collection functions and for payment of all billing and collection charges made by the local exchange companies.
  - (d) The proposal must include a complete description of how captioned telephone users will be billed for all calls. This description must include the procedures for obtaining billing information from the local exchange companies, show whether the billing will be performed in-house or contracted, list specific credit cards to which calls can be billed, and include a sample bill format.
  - (e) The Vendor shall be responsible for coordinating rate changes with the local exchange companies so that the captioned telephone rates are revised coincident with the establishment of extended area service and expanded local calling plans to meet the requirements of 5.5 and 5.6.
- 4.9 Call Billing Records:** The billing system must be automated. The Vendor's proposal must describe the system to be used for identifying and recording calls for billing purposes, including how the billing minutes will be calculated. All captioned telephone billing records must be placed at designated center(s).
- 4.10 Individual Lines – Measured Service:** Bills must be charged according to the customer's calling plan; otherwise, no charges will apply. The Vendor must explain in its proposal how this will be done.

- 4.11 Access to 1-800 and 1-900 Number Services:** This service shall allow access to 800 number services as well as 900 number services that charge for usage. The Vendor's proposal must describe the procedure that will be used to implement this access, including how calls from a line that has 900 blocking will be identified and handled. The proposal must include a detailed billing procedure for such calls.
- 4.12 Access to Local Exchange Company Enhanced Services:** This service must allow relay users to utilize their local exchange custom calling features such as call release, three way calling and speed dialing on calls completed through the captioned telephone service.
- 4.13 Access to Restricted Toll Free Numbers:** This service must allow access to regionally restricted toll free numbers. The proposal must describe procedures to access to restricted toll free numbers.
- 4.14 Distribution of Captioned Telephone Equipment:** The State will determine the most appropriate means for the distribution of captioned telephone equipment. The bidder must submit two cost-per-minute options. The first option must incorporate the cost of the distribution of 50 captioned telephone units per month (600 per year). The second shall not incorporate the cost of captioned telephone equipment. All captioned telephones must have two-line capabilities. The distribution of equipment will be coordinated by the Telecommunications Access of North Carolina Program within the Division of Services for the Deaf and the Hard of Hearing. All distributed equipment will remain the property of DHHS. Consumers will receive new equipment and will be responsible for all post-warranty repairs.

## SECTION 5.0 INTERNET RELAY

- 5.1 General Requirements:** The FCC has mandated that Internet Relay service be provided as a part of TRS. However, the FCC has not yet created minimum standards for Internet Relay services. Pending future FCC action, the Vendor shall provide Internet Relay in the manner described below.
- (1) The Vendor must provide Internet Relay at the TRS center.
  - (2) The Vendor must establish a reporting system that provides detailed information on usage, visitors to site, requests for Internet Relay calls, length of calls, total number of calls handled, and any other information deemed necessary by the State to assess the level of access and quality of the service.
  - (3) The Vendor shall establish a way for an Internet Relay user to create a Personal Identification Number (PIN) for making calls that do not terminate in North Carolina.
  - (4) Internet Relay must meet all standards applicable to Relay North Carolina.
  - (5) The NECA has established a funding mechanism for Internet Relay; all expenses for Internet Relay shall be recovered through the NECA funding mechanism until further action by the FCC.
- 5.2 Service Standards**
- (a) The complaint resolution provisions in Section 3.37 of this RFP shall apply to Internet Relay.
  - (b) Internet Relay must be available 24 hours a day, 7 days a week.
  - (c) 90% of all calls must be answered within 10 seconds, measured from the time the relay user connects to

the Internet Relay Center to the time the call arrives at a workstation ready for the interpreter to process the call.

- (d) **Reporting Abuse** – If the State becomes responsible for funding Internet Relay, the Vendor will be required to provide the TRS Administrator a monthly usage report by PIN code so the Department can monitor the frequency and duration of user access. On the basis of that information, the TRS Administrator may ask the Vendor to block the PINS of those who abuse the system.

## SECTION 6.0 VIDEO RELAY SERVICE (VRS)

**6.1 General Background:** The relay user who uses American Sign Language (ASL) will dial the VRS center and a certified interpreter will appear on the screen. The ASL user will sign to the interpreter through the video connection while the interpreter acquires a connection with the hearing party. The interpreter will then facilitate communication between the ASL user and the hearing party.

**6.2 Objectives:** In issuing this RFP, the Department is pursuing the following specific objectives to provide VRS:

- (1) To contract with a qualified Vendor(s) to provide an interactive video communication tool that utilizes qualified interpreters, including, but not limited to, sign language interpreters or transliterators, and Spanish Interpreters, at the Vendor's site, to provide video relay to individuals using their own videoconferencing equipment. This service allows translation from sign language to voice rather than from text to voice.
- (2) To ensure functionally equivalent relay service for persons who rely on visual modes of communication.
- (3) To establish a monthly reporting system that provides detailed information on usage, busy times, originating number, blocked calls, length of calls, total number of calls handled, and interpreter staffing.
- (4) VRS sign language interpreters or transliterators must be qualified as defined in FCC regulations, as amended from time to time, and must adhere to the Registry of Interpreters for the Deaf (RID) Code of Conduct.

### **6.3 General Requirements**

- (a) **VRS:** The Vendor must provide a VRS system that allows translation from sign language to voice rather than from text to voice. A relay caller uses video equipment to place a call to the VRS center. The interpreter at the VRS center translates the caller's sign language to voice to complete a call to a standard phone user. VRS must allow audio as well as video transmission to and from the VRS user in order to provide VCO, 2-Line VCO, and HCO calls to be processed via VRS.
- (b) **Bandwidth and Video Standards:** The Vendor must provide an IP-based video system, which conforms to ITU standards for H.323 and H.320 videoconferencing standards. The video quality must be of sufficient clarity to make the signing understandable. Bandwidth for transmission must be no less than 384 KBPS at all times.

- (c) **Interpreters:** The Vendor shall employ qualified interpreters who are proficient in ASL, Signed English, and Pigeon Signed English (PSE), both receptive and expressive, as well as oral interpreting. VRS interpreters must function as fully trained Relay Operators and must adhere to the Registry of Interpreters for the Deaf (RID) Code of Conduct. The Vendor is expected to fully comply with FCC regulations if expanded to include Spanish signing/speaking and cued Interpreters.

*If any of the Vendor's sign language interpreters or transliterators provide interpreter or transliterator services from a work site located within the State of North Carolina, the interpreter or transliterator must be licensed pursuant to Chapter 90D of the North Carolina General Statutes.*

- (d) **Help Desk:** The Vendor must provide a Help Desk with a toll free access number which must be in service during VRS operation hours. The purpose of the Help Desk will be to assist callers in setting up equipment, registering for PIN numbers, or any other issues related to VRS.
- (e) **Customer Use Tracking System or IP Based System** The Vendor shall establish a system to track inbound calls by PIN and report statistical data such as -- but not limited to -- session minutes and the number of calls to the TRS Administrator.

#### 6.4 System Standards

- (a) **System Design and Capability:** The Vendor must have a plan to provide Video Relay Service which includes, but is not limited to, access capabilities options, video and audio transmission capabilities, and any special features of the system.
- (b) **Equipment and Software:** The Vendor must provide all necessary telecommunications, video equipment and software when transitioning services from the State's previous Relay Vendor and be capable of expansion of their system as approved by the TRS Administrator.
- (c) **Compatibility with VRS Users:** The Vendor must make available to the user the technical specifications necessary for the user to access VRS from a personal computer (PC).
- (d) **IP Access to VRS:** The Vendor must measure:
- (1) The number of requests for VRS that cannot be filled because all operators are busy; and
  - (2) The number of requests for VRS that cannot be filled for reasons other than those listed above.

#### 6.5 Service Standards

- (a) **Hours of Operation:** VRS must be available 24 hours a day, seven days a week.
- (b) **Minimum Standard for Service**
- (1) At the time of this writing, FCC has not established minimum standards. When state responsibility is implemented, the provider shall meet all of the minimum required standards established by the FCC and the State of North Carolina.
  - (2) On those occasions when the VRS Center is unable to process VRS calls, the Vendor must give the TRS Administrator written notice of that fact within 30 minutes after the Vendor becomes aware of the interruption in service.
  - (3) No restrictions shall be placed on the length or number of VRS calls placed by any customer.

## 6.6 **Staffing**

- (a) **Center Staffing:** The VRS Center must have a sufficient staff of Interpreters/Operators (I/O) at the time of award and have the capability to expand I/O staff as necessary.
- (b) **Training and Operating Procedures Plan and Manual:** The Vendor must provide to TRS Administrator a copy of the training and operating procedures manuals and all related materials. All updates to those materials must be reviewed and approved by the TRS Administrator before their final adoption by the Vendor.
- (c) The Vendor must employ at a minimum, two (2) Interpreters/Operators during the hours of operation of VRS.
- (d) The Vendor must ensure that staffing allows for interpreter down-time to ensure optimal quality of the calls.

## 6.7 **Interpreter Training and Performance Standards**

- (a) **Regional Signs:** Since sign language has variations of signs depending on geographical location, the Vendor must develop training on regional signs in conjunction with the TRS Administrator. Final approval from the TRS Administrator is required for training modifications.
- (b) **Relay Certification:** VRS interpreters and relay operators must attend the same training. With the exception of typing speed, the VRS interpreters must perform according to the RO standards and procedures explained in RFP Section 7.0, below.
- (c) The Vendor must provide its VRS sign language interpreters and transliterators with training on North Carolina's customary signs and names/places spelling.

# SECTION 7.0 OPTIONAL SERVICES

## 7.1 **Optional Services**

Optional services include any available enhancements and upgrades to the service such as Relay Conference Captioning (RCC) and the price of each. For each such service offered by the Vendor, describe the service in a separate section entitled "Optional Services" illustrating the value of the service to the State.

The selected Vendor is encouraged to inform the TRS Administrator of any new services and technological enhancements and upgrades developed during the term of the contract and the additional cost of these services. However, the State is not obligated to accept or request such services.

# SECTION 8.0 RELAY OPERATOR STANDARDS

- 8.1 **Relay Operator Proficiency Requirements:** Relay operators (RO) must meet all of the following proficiency requirements. It is the responsibility of the Vendor to provide testing and make available to the TRS Administrator full disclosure of RO competency:

- (1) Sufficient training to relay the contents of the call as accurately as possible without changing the intent of the communication process.
- (2) Ability to understand the structure and syntax of American Sign Language (ASL) and the special communications needs of persons that are hearing or speech impaired.
- (3) Basic skills in English grammar and spelling at a minimum of a 12<sup>th</sup> grade level.
- (4) Minimum typing speed of 60 words per minute (WPM) by auditory typing testing with 90% accuracy. Operator trainees must have a minimum typing speed of 60 words per minute (WPM).
- (5) The RO shall honor the typing speed requests of Deaf-Blind and Visually Impaired relay users. When a deaf-blind or visually impaired person calls and identifies their dual disability to the RO, there must be a default buffer typing speed at 15 wpm. The RO may type at a normal pace, but the text will come across the users at the rate of 15 wpm. This service must offer the user the option of requesting either increased or decreased rates of text in increments of 5 wpm.
- (6) Ability to understand people using limited English and to translate limited written English to correct written English
- (7) Ability to speak in a clear, concise, understandable manner to the voice user.
- (8) Ability to use voice inflection as indicated by TTY typed messages (i.e. anger)

**8.2 Operator Proficiency Test:** The Vendor shall require that all prospective Operators take and pass a quantifiable, performance-based Relay Operator Proficiency Examination. This examination shall cover spelling; typing; dictation; procedures; characteristics of American Sign Language as reflected in the written language of TTY users; deaf culture; ethics; confidentiality; and professional judgment. This test shall have as its minimum requirements the proficiency skills for Relay Operators mandated by this RFP. The typing portion of the exam shall be on an orally based text to resemble on the job performance more closely. The Vendor shall ensure that material from these tests is not available to the Relay Operators before testing time and must change portions of the tests from time to time. The Vendor's proposal shall contain an outline of the Vendor's Operator Proficiency Test.

### **8.3 Procedures for Relaying Communications**

- (a) **Change of Operator during a Call:** Change of operators during a call is discouraged. An operator must stay on a Speech-to-Speech (STS) call for a minimum of 15 minutes or on a non-STS call for a minimum of ten (10) minutes. If a change is necessary, both parties shall be informed. If a change of operators is requested by the TTY or standard phone user it shall be done without questioning either party.
- (b) **Keeping the Relay User Informed:** Operators shall keep the TTY user fully aware of the non-TTY user's tone of voice and inflection. For example, the operator can type in parentheses that a person is (being rude), (yelling), (laughing), (crying), or other characteristics of behavior. Background noise that the operator hears must be relayed.
- (c) **Call Status:** Operators shall keep the relay user informed of the status of a call i.e. dialing, ringing, busy, disconnected or on hold, transferring to billing department. Operator shall maintain contact with the caller during a hold period, for the purpose of receiving instructions from the caller such as hang up and dial again, or hang up and call another number.

- (d) **Operator Participation in Calls:** The RO must never become an active participant in a call by giving opinions, suggestions, or answers to questions posed by either the TTY user or standard phone user.
- (e) **Non-9-1-1 Hot-line Emergency Procedures:** The Vendor must have a policy for handling hot-line emergency procedures. The policy must include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line). A copy of procedures shall be submitted along with the proposal.
- (f) **Full Control of the Relay Call remains with the Relay User:** Generally, the caller shall have the chance to tell the RO what aspects of the call she or he will handle. If directed by the caller, the RO must refrain from making an introductory announcement about the TRS.
- (g) **Neutral Position:** The RO must not counsel, advise, or interject personal opinions or additional information into the communications they are translating except to extend a polite and concise response when prompted, such as "Thank you" if a relay user comments on a job well done.
- (h) **Identification of RO: Gender and ID Number:** The RO must identify themselves by code number and gender at the beginning and end of the relay call and inform both parties on line if there is a change of operator during the call. The RO must not drop inbound or outbound caller if a supervisor is requested.
- (i) **Different Persons Identified:** The RO must indicate to the TTY relay user if another person (hearing) comes on the line.
- (j) **Explanation of TRS:** The RO must ask the TTY user if he or she wants the RO to explain TRS to the hearing called party. The Customer Preference Profile must include the choice of explanation of TRS in the list. If the TTY user wants the RO to explain TRS to the other party, the RO shall ask the hearing person whether she or he knows about TRS. If the hearing person has used TRS previously, the call must be placed without further delay. If not, the RO must explain how the service operates and must notify the TTY user that TRS is being explained. The TRS explanation should be consistent, brief, and concise. A suggested format is:
- "The caller who is either deaf or hard of hearing is typing their conversation which will be read to you. When you hear the words "Go Ahead", please speak directly to the caller. I will type everything that I hear. One moment for the call to begin."
- (k) **Announcement of TRS:** The RO must announce the TRS with the name of the caller. When a TTY caller gives the RO the name of the specific person he/she wishes to speak to, the RO must specify the name when announcing the TRS. For example, if a TTY caller types, "This is Ann and please call Pam at #### #### ####", the RO must say "Ann is calling for Pam through Relay North Carolina, I am operator #4000. Is Pam available?"
- (l) **Completed Call Attempts:** The RO shall allow a minimum of ten (10) rings per contact when contacting a TTY or a voice number. At the request of the caller, the RO shall allow more than ten (10) rings for the called party to answer.
- (m) **Unlimited Numbers of Re-dials:** The RO must permit unlimited re-dials to a busy number.
- (n) **Confidentiality of Calls:** Confidentiality regarding existence and content of conversations is required by applicable laws (Telecommunications Act of 1996 §702 (c) (1)). The proposal shall describe how calls will be handled to ensure a high level of confidentiality with respect to information processed by a RO and the protection of electronically collected information. The proposal shall describe any

situations when exceptions may exist as to the confidential relationship between relay users and the RO.

The RO must be required to sign a pledge of confidentiality promising not to disclose the identity of any callers or fellow RO or any information obtained during the course of relaying calls, either during the period of employment as an operator or after termination of such employment.

- (o) **Answer Message:** All TTY calls must be answered "RNC ##### (F/M) GA". All voice calls must be answered "Relay North Carolina ##### (F/M) GA". {note: gender of relay operator and GA = go ahead – both are industry standards}
- (p) **Error Correction:** To correct typing errors, the RO must continue in a forward direction to type XXX (common TTY convention for error) and retyping the word, rather than using the backspace key.
- (q) **Verify Spelling:** RO shall verify spelling of proper nouns, numbers, and addresses that are spoken. For example, to voice user: "is that name of the street B-E-E-C-H?" To the TTY user: "(asking spelling of name)".

#### **8.4 Training**

- (a) The Vendor shall describe its initial RO training program, including length of time in training, subject matter of training and trainers used (particularly if they are deaf or hard of hearing). At a minimum, training shall include ASL "gloss" and grammar, deaf culture, needs of deaf, hard of hearing, deaf blind, and speech impaired users, TTY etiquette and operations of telecommunications equipment. Training must include simulated call handling. RO training must inform and update the RO on issues and topics pertinent to the Deaf, Hard of Hearing, Deaf Blind, and Speech Impaired communities, including state and national legislation and policy issues.
- (b) *A full and complete copy of the Vendor's training manual must be submitted as an attachment to the Vendor's proposal.; excerpts from training manuals and outlines of training manuals shall not be acceptable.*
- (c) The Vendor's proposal shall include a complete Operator Policies and Procedures manual that must include references to confidentiality, handling of emergency and crisis calls, consequences of non-compliance with policies and functions of a RO. Updates to the manual shall be given to the TRS Administrator as they occur.
- (d) The Vendor shall describe in its proposal how the RO will be able to access a supervisor or administrator while still on line during a relay call and how this is done with minimal or no disruption of the conversation between end users.

## **SECTION 9.0 RECORDS AND REPORTS**

### **9.1 Records Maintenance**

- (a) The Vendor must maintain records of its TRS operations so as to permit review and determination of TRS results.
- (b) Such records must be made available during normal business hours for inspection by the TRS Administrator.

(c) Such records shall include the annual and monthly reports described below.

**9.2 Annual Reports:** On or before the 15<sup>th</sup> of February each year, the Vendor must submit an annual report that shall contain at a minimum:

- (1) Outreach and Marketing Activities
  - (A) TRS
  - (B) Captioned Telephone
- (2) An annual traffic report
  - (A) TRS
  - (B) Captioned Telephone
- (3) An annual report of TRS and Captioned Telephone data
  - (A) Statistics in Session Minutes
  - (B) Total Call Volume
  - (C) Average Speed Of Answer (ASA) and
  - (D) Customer Contact Log
- (4) A summary of the last year's relay events and outreach activities, including presentations and booths at conventions and workshops; and
- (5) A report on any enhancements over the previous calendar year.

**9.3 Monthly Reports:** No more than 21 calendar days after the close of each month, the Vendor shall submit the following monthly reports to the State along with the Vendor's invoice:

- (a) A monthly Complaint Report regarding the numbers of complaints received and resolved;
- (b) An updated list of Relay Operators and their qualifications;
- (c) An updated list of VRS interpreters and their qualifications;
- (d) A monthly Traffic Report, which shall include the following:
  - (1) The number of calls handled as follows:
    - (A) The number of intrastate calls completed: The time in minutes and seconds, from the moment when the RO is connected with the called telephone number and conversation begins until the caller hangs up, and the ratio of intrastate calls completed to total calls handled.
    - (B) The number of local calls, completed, corresponding RO work time, corresponding talk time, and ratio of local calls completed to total calls handled.
    - (C) The number of intrastate general assistance calls handled.
    - (D) The number of calls to intrastate toll free numbers.
    - (E) The number of intrastate busy/no answer calls handled.
  - (2) Number of calls handled and corresponding percent of total calls handled at each call center

where Relay North Carolina calls are answered categorized, as:

- (A) TTY and Baudot calls
  - (B) ASCII calls
  - (C) Voice calls
  - (D) VCO calls
  - (E) HCO calls
  - (F) Speech to speech
  - (G) Spanish-speaking ASCII calls
  - (H) Spanish-speaking TTY calls
  - (I) Spanish-speaking voice calls
  - (J) Spanish-speaking VCO calls
  - (K) Other foreign language speaking if necessary
  - (L) IP- Relay
  - (M) VRS
- (3) The Average Length of calls handled:
- (A) The average length of inbound and outbound calls based on session time
  - (B) The average length of inbound and outbound calls based on conversation time
  - (C) The type of calls:
    - (i) TTY
    - (ii) Voice
    - (iii) ASCII
    - (iv) VCO
    - (v) HCO
    - (vi) STS
    - (vii) VRS
    - (viii) IP-Relay
- (4) The number of inbound calls for each call center where RNC calls are answered:
- (A) The number of inbound calls placed in queue
  - (B) The number of inbound calls answered in queue
  - (C) The average daily number of in queue calls waiting to be answered
  - (D) The average daily length of time in queue
  - (E) A delayed call profile to show how many calls stayed in queue for :
    - (i) < one second
    - (ii) 01.00 to 05 seconds
    - (iii) 05.01 to 12 seconds
    - (iv) 12.01 to 20 seconds
    - (v) 20.01 to 25 seconds
    - (vi) 25.01 to 30 seconds
    - (vii) 30.01 to 40 seconds
    - (viii) 40.01 to 50 seconds
    - (ix) 50.01 to 60 seconds
    - (x) 60.01 to 90 seconds
    - (xi) 90.01 to 120 seconds
    - (xii) 120.01 to 180 seconds

- (xiii) > 180 seconds
- (F) A breakdown of the categories of inbound calls:
  - (i) Local calls
  - (ii) Intrastate calls
  - (iii) Interstate calls
  - (iv) International calls
- (G) A breakdown of the categories of inbound calls:
  - (i) TTY
  - (ii) ASCII
  - (iii) VCO
  - (iv) HCO
  - (v) STS
  - (vi) Voice
  - (vii) VRS
  - (viii) IP-Relay
- (5) The following information regarding daily calls handled:
  - (A) The number of calls handled for each date of the month
  - (B) The average number of weekday calls (Monday – Friday)
  - (C) The average number of weekend calls (Saturday – Sunday)
  - (D) The peak day and hours of operation by Vendor
- (6) The average speed of answer (ASA) for all calls into a call center, reported for each location where RNC calls are answered:
  - (A) Every 60 minute interval
  - (B) Daily ASA
  - (C) Daily ASA reported in six hour periods
  - (D) Monthly ASA
  - (E) Summary sheet showing total daily and monthly ASA for all call centers
- (7) The breakdown of telephone area codes in North Carolina for all kinds of call types
- (8) The number of subscribers; i.e. the number of different phone numbers from which calls are placed through TRS. If a household has three different people who use TRS and they all share one telephone line, all three users are counted as one subscriber.
- (9) The number of completed calls: The number of local, intrastate, intrastate, and toll-free number calls placed for relay users when a connection is made with the called telephone number.
- (10) The session time: Session time is the time in minutes and seconds from the moment a RO answers the incoming call and processes information until both relay users disconnect.
- (11) The conversation time: the time in minutes and seconds from the moment when the relay center is connected with the called telephone number and conversation begins until the caller hangs up.
- (12) Inbound calls: the number of calls placed to the TRS

- (13) The number of calls handled: the number of local calls completed, the number of intrastate calls completed, the number of intrastate general assistance calls handled, the number of intrastate 800 number calls completed, plus the number of intrastate busy/no answer calls handled.
- (14) Average hourly, daily, and monthly blockage rate.
- (15) Average daily and monthly answer time: listing of answer times for the month.
- (16) Average daily and monthly length of inbound calls broken down into answering by a RO, call set-up, call duration, and call completion.
- (17) The total daily and monthly number of completed outbound calls of the following lengths:
- (A) ≤ 5 minutes
  - (B) 05 - 10 minutes
  - (C) 10 - 15 minutes
  - (D) 15 - 20 minutes
  - (E) 20 - 30 minutes
  - (F) 30 - 40 minutes
  - (G) 40 - 50 minutes
  - (H) 50 - 60 minutes
  - (I) > 60 minutes
- (18) The number of interstate calls categorized as:
- (A) TTY
  - (B) ASCII
  - (C) Voice
  - (D) HCO
  - (E) VCO
  - (F) STS
  - (G) VRS
  - (H) INTERNET RELAY
- (e) Monthly Internet Relay & VRS call reports must include:
- (1) Number of inbound calls
  - (2) Number of calls handled
  - (3) Busy/No answer time
  - (4) IP calls unable to be processed due to unavailable operators
  - (5) Operator staffing
  - (6) Average length of call (monthly)
  - (7) Number and listing of PINs assigned
  - (8) Number of outbound calls
  - (9) Total minutes of use (session time)
  - (10) Total minutes of setup and wrap up
  - (11) Number of complaints and resolutions (monthly) (same as those for standard Relay North Carolina calls)
  - (12) Summary of monthly complaints (same as those for standard Relay North Carolina calls)

If VRS and Internet Relay services are provided by more than one Vendor, each Vendor must provide its

own monthly Internet Relay and VRS report.

- 9.4 Management Changes:** The Vendor must receive approval from the state TRS administrator prior to making changes in the composition of its North Carolina TRS Management team and inform the state TRS administrator within one business day after the change is made.

## SECTION 10.0 OUTREACH PROGRAM

- 10.1** The Vendor must implement an outreach program to educate the public about Relay North Carolina and captioned telephone services. The Vendor must also describe how people with hearing loss, speech impairments, businesses, and service providers will be educated.
- 10.2** Outreach programs must include, but shall not be limited to, brochures, booth displays, videos, media advertisements, handouts, public service announcements, newsletters, wallet cards, community/town hall meetings etc.
- 10.3** The outreach program must have two full time Outreach Account Managers and a minimum budget of \$400,000.00 per year. The outreach program must highlight services other than traditional TRS such as Speech to Speech, Voice Carry-Over, Hear Carry-Over and other enhancements if any by Relay North Carolina. The budget will be determined and approved annually by the TRS Administrator after consultation with the Outreach Account Managers.
- 10.4** The Outreach Account Managers shall coordinate outreach programs that focus on all the services provided with emphasis on Speech to Speech, Voice Carry-Over, Hear Carry-Over and other enhancements if any by Relay North Carolina. The entire cost of the outreach program must be covered by the “cost per session minute” quoted in the Vendor’s Cost Proposal. The Outreach Account Managers shall be stationed in Raleigh, North Carolina. The Outreach Account Managers may not provide any services to any other state without first obtaining the prior written approval of the North Carolina TRS Administrator.
- 10.5** The Vendor must develop a working relationship with the TRS Administrator to ensure that outreach materials will be effective and appropriate. To maximize impact, the Vendor and Outreach Managers will be encouraged to use the principles and practices of social marketing. All outreach materials shall be reviewed and approved in advance by the TRS Administrator and the DHHS Public Information office. All materials must be available in Spanish and alternative format (such as large print and Braille) and be accessible on DVD’s and CD’s.
- 10.6** All printed materials and video Outreach materials must contain references to: Relay North Carolina; the Division of Services for the Deaf and the Hard of Hearing (DSDHH); and the North Carolina Department of Health and Human Services. Only the logos of Relay North Carolina, the Division of Services for the Deaf and Hard of Hearing, and the North Carolina Department of Health and Human Services may appear in or on any printed or video Outreach materials. No other logos shall be permitted.

## SECTION 11.0 TRANSITION

- 11.1 Plan for Service Start-Up:** The proposal must include a detailed plan for implementing the TRS on July 1, 2012. The plan must describe how the transition from the exiting TRS contractor to the Vendor will be accomplished. The plan must include procedures and time for adequate advertising necessary to

notify and educate relay users about the change and include a timeline that sets dates for major steps in the implementation process from contract award date to start date. All of the Vendor's start-up costs must be covered by the "cost per session minute" quoted in the Vendor's Cost Proposal. There will be no separate payment to the Vendor for costs associated with the start-up phase.

- 11.2 Plan for Service Wind-Down:** By no later than February 1, 2012, the Vendor must provide the TRS Administrator with a plan detailing the transition of the TRS to the awarded Vendor. The TRS and the Department must approve all aspects of the transition plan prior to implementation. The awarded Vendor may process calls through other centers during the transition period. Given the call volume and service minutes size of RNC, instead of a flash cut on June 30, 2012, the current Vendor and the awarded Vendor must transition the service LATA-by-LATA between June 22, 2012 and July 29, 2012. The Vendor shall include in the transition plan a time-line with critical dates for major steps in the implementation process from contract award through full implementation in the proposal.

## SECTION 12.0 OTHER REQUIREMENTS

- 12.1 Personnel and Facilities:** The Vendor must furnish all personnel and facilities necessary to accomplish the tasks specified in this RFP.
- 12.2 Hiring Restraints:** The Vendor shall not engage directly or indirectly, on an employment or consultant basis, during the effective dates of the contract, any officer, employee, or any representative of the State of North Carolina, nor otherwise admit such person to any share or part of the funds paid to the Vendor or to any benefit, direct or indirect that may arise there from.
- 12.3 The Vendor's Management of Relay Centers**
- (a) The Vendor shall be entirely responsible for any relay centers provided by subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the Vendor of the responsibility for competent and timely performance of all duties under the contract.
  - (b) The Vendor and the TRS Administrator shall coordinate and consult on an ongoing basis on all matters concerning operating proficiencies and training, quality of service, and call handling procedures.
- 12.4 Purchase of Local Exchange Company Services:** If the Vendor is not a local exchange carrier (LEC), and the Vendor proposes a TRS that employs tariff LEC services or facilities, the Vendor shall purchase those services or facilities at the appropriate tariff rates.
- 12.5 Compliance With FCC Standards And Regulations:** The Vendor must meet all FCC standards and regulations for TRS and captioned telephone services. The Vendor must establish and operate the TRS in compliance with specifications outlined in this RFP. The Vendor must comply with requirements included in state and federal laws, rules, and regulations, including the requirements of the FCC and North Carolina Utilities Commission.
- 12.6 Fines by Federal Communications Commission:** In the event the Federal Communications Commission levies fines for noncompliance with FCC rules and regulations, the Vendor must pay the fines and must hold the State of North Carolina harmless.
- 12.7 Maintenance of FCC Certification:** The Vendor must maintain FCC certification of NC Relay and must give the Department with the FCC information to meet its re-certification requirements.

- 12.8 Logo and Access Numbers:** The Relay North Carolina logo and captioned telephone logo shall remain the property of the State of North Carolina. The Vendor must provide a toll free number for its customer services. This toll free number and any other toll free numbers used by the Vendor for performance of this contract shall be the property of the State of North Carolina.
- 12.9 Advertising Ban:** The Vendor shall not advertise its products or place its logos in any of the media produced for the Relay North Carolina outreach efforts.
- 12.10** No work described in this RFP may be performed outside of the United States.

## SECTION 13.0 INVOICING AND COMPENSATION

- 13.1** The Vendor must submit one consolidated invoice for all RNC relay centers once each month.
- 13.2** The invoice must be submitted no more than 21 calendar days after the close of the month covered by the invoice.
- 13.3** The invoice must contain the following items:
- (1) A tabulation of the total amount due for the month in question under the terms of the Vendor's Cost Proposal or Best and Final Offer, if any.
  - (2) A report of the minutes of RO session time, where RO session time is the time, in minutes and seconds, from the moment when a RO answers the incoming call and processes information until relay users disconnect. This is the time used for billing the TRS Funds.
  - (3) The amount of credit due for intrastate toll revenues and expanded local revenue billed to relay users.
  - (4) The NECA credits required by the FCC.
  - (5) All monthly call detail reports required by Section 8.0 of this RFP.
- 13.4 Vendor Compensation:** The State will pay the Vendor net thirty (30) days after the State approves the Vendor's monthly invoice. The Vendor will be compensated at the rates quoted in its Cost Proposal or any superseding BAFO. Funding for TRS comes from the TRS Surcharge Fund.
- 13.5 Compensation for Un-billable and Uncollectable Calls:** The Vendor shall be responsible for the cost of all un-billable and uncollectible calls experienced during the term of the contract. The Vendor shall not bill the State for such calls.
- 13.6 Reductions in Compensation for Delayed Initiation of Service**
- (a) If the selected Vendor is not ready to provide TTY, captioned telephone, Internet Relay, or Video Relay Services on July 1, 2012, the Vendor's compensation may be reduced by \$5,000.00 for each calendar day any of those services are delayed.
  - (b) If the Vendor is unable to provide TTY, captioned telephone, Internet Relay, or Video Relay Services within ninety (90) days after July 1, 2012, the Department may declare the Vendor to be in default, may

terminate the contract for cause, and may seek any relief authorized by law.

**13.7 Reductions in Compensation for Failure to Meet Performance Standards**

- (a) For the Vendor's failure to meet the answer time, 90/10, ASA, blockage rate, or transmission level requirements, the Department may assess a reduction in compensation of up to \$5,000 per calendar day until the requirements are met;
- (b) For the Vendor's failure to meet the complaint resolution requirements, the Department may assess a reduction in compensation of up to \$2,500 per complaint;
- (c) For the Vendor's failure to provide timely reports, the Department may assess a reduction in compensation of up to \$500 per calendar day until a full and complete report is received by the TRS Administrator;
- (d) For the Vendor's failure to provide an Uninterruptible Power System as specified in Section 3.32, the Department may assess a reduction in compensation of \$1,000 per hour until a UPS is provided, up to a maximum of 24 hours;

**13.8 Denial of Access to Persons, Records, and Premises:** The Department may reduce the Vendor's compensation by up to \$5,000.00 for every calendar day the Vendor refuses to give the Department access to the Vendor's personnel, records, and call center premises for the purposes of monitoring the Vendor's performance under this contract.

**13.9 Appeals from Reductions in Compensation:** If the Vendor does not agree with a reduction in compensation, it may appeal the reduction to the Department in writing within thirty (30) days.

## **SECTION 14.0 PROPOSAL ORGANIZATION AND CONTENT**

- 14.1** The Vendor's proposal should contain all relevant and material information relating to the Vendor's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services and/or provide the services described in this RFP.
- 14.2** The Vendor should furnish all information requested. Further, if requested elsewhere in this RFP, each Vendor should submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous proposal will not satisfy this provision.
- 14.3** Proposals should be organized in the order in which the requirements and/or desirable performance criteria are presented in the RFP. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the Vendor's proposal.
- 14.4** Proposals should be typewritten on standard 8 1/2 x 11 papers (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
- 14.5** References in one part of a proposal to another part of the same proposal should identify the referenced part by page number for ease of reference.

- 14.6** *Proposals must not contain photos of, or references to, any of the staff of the North Carolina Department of Health and Human Services.*
- 14.7** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 14.8** Proposals should be complete and comprehensive yet clear and concise.
- 14.9** Proposals should be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated.
- (1) The Vendor's Federal Employer Identification Number or Social Security Number: Use the form provided in RFP Attachment D.
  - (2) A Letter of Transmittal: Each proposal must be accompanied by a letter of transmittal that:
    - (A) Identifies the submitting organization;
    - (B) Identifies the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
    - (C) Identifies the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization;
    - (D) Identifies the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarifications;
    - (E) Acknowledges receipt of any and all addenda to this RFP.
    - (F) States that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;
    - (G) States whether the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names, employers, titles, responsibilities, and relationships of said parties.
  - (3) A Table of Contents: The Table of Contents should identify the page number of the first page of each section of the proposal and of each attachment to the proposal.
  - (4) Signed Proposal Execution Page: A completed and signed copy of page one of the RFP. The Proposal Execution Page must be signed by someone who is authorized to bind the bidder to the terms of the contract. *Proposals that do not contain a completed and signed execution page will not be reviewed and will not be eligible for contract award.*
  - (5) An Executive Summary
  - (6) A detailed description of the Vendor, including at a minimum:
    - (A) The date the Vendor was established
    - (B) The Vendor's history

- (C) Whether the Vendor is organized as a corporation, an LLC, a partnership, a joint venture, or some other type of business entity
  - (D) The state in which the Vendor was organized
  - (E) The number of full-time employees on January 1st for the last three years or for the duration of the Vendor's existence, whichever is less.
  - (F) The Vendor's experience with Telecommunications Relay Services
- (7) Identification of Key Vendor Personnel: Provide the name, address, telephone number, facsimile number, email address, and resume of each of the following Key Vendor Personnel:
- (A) The Vendor's Contract Administrator;
  - (B) The Vendor's Account Manager, if different from the Vendor's Contract Administrator; and
  - (C) Each of the two Outreach Account Managers.
- (8) Identification of Subcontractors: Provide the name, address, telephone number, facsimile number, and email address of all subcontractors expected to perform work under this contract. All information solicited in this RFP regarding your subcontractors should be provided in this section of your proposal.
- (9) The Vendor's Solution: Describe how you would perform the tasks and meet the standards described in RFP Sections 3.0 through 11.0.
- (10) Identification of Relay Centers: The Proposal must identify the relay centers that will be used to provide services under the contract and must provide the following information about each center:
- (A) The location of the center
  - (B) A brief history of the center
  - (C) An organizational chart showing the number and type of positions assigned to each business unit shown in the chart, including the number of relay operators (RO) employed
  - (D) Numbers of calls handled every month by the center
  - (E) The capacity and current utilization of the Center
  - (F) The expansion capability and plans
  - (G) Performance statistics by month for the past year including the average speed of answer, reasons for blocked calls, 90/10 and abandoned calls
  - (H) the states served by the center and the services provided to those states
- (11) Exhibit A: Cost Proposal: A completed and signed copy of RFP Attachment A, Vendor Cost Proposal.
- (12) Exhibit B: References: The Vendor must provide a list of five current contracts for which the Vendor has recently supplied services similar in scope to those required by this RFP. In addition, the Vendor must provide a current list of five contacts for any subcontractor that will be used to provide services required by this contract. This information should be provided using the form shown in RFP Attachment B.
- (13) Exhibit C: Certification of Compliance With G.S. § 133-32 and Executive Order 24 RFP Attachment C.
- (14) Exhibit D: Financial Information: Provide evidence of your financial stability as requested below. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- (A) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
  - (B) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
  - (C) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract award.
  - (D) The information stated above is also required of any subcontractor who is expected to receive ten (10)% or more of the value of the contract.
- (15) Exhibit E: Organization Chart: The Vendor shall include an organizational chart showing levels and numbers of relay service personnel and identifying all relay service management and their responsibilities.
- (16) Exhibit F: Affirmative Action Plan: The Vendor's proposal must contain an affirmative action plan. The Vendor shall be required to comply with the affirmative action plan submitted. The proposal shall at minimum describe hiring practices and expected staffing levels for:
- (A) Individuals with disabilities, including individuals who are Deaf, Hard of Hearing, Deaf-blind, or Speech Impaired; and
  - (B) Individuals who are knowledgeable about the special communications needs of persons who are Deaf, Hard of Hearing, Deaf-blind and Speech Impaired, including individuals who have experience with American Sign Language (ASL), relay services, and working with the Deaf Community.
- (17) Exhibit G: Relay Operator Training Manuals: A complete copy of the Vendor's Relay Operator Training Manuals.
- (18) Exhibit H: Relay Operator Policies and Procedures Manual: A complete of the Vendor's Relay Operator Policies and Procedures manual, which must include procedures for maintaining confidentiality, handling emergency and crisis calls, consequences of non-compliance with policies and functions.
- (19) Exhibit I: Sample Outreach Materials: Sample publicity and educational materials for use in the Vendor's TRS Outreach program.
- (20) Exhibit J: Service Start-Up Plan: See RFP Section 10.1.

- (21) All other attachments submitted by the Vendor should be placed after Attachment J and should be lettered sequentially thereafter.

**SECTION 15.0 GENERAL TERMS AND CONDITIONS**

- 15.1 Contract Term:** A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be for four (4) years, and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. .
- 15.2 Continuation of Operations in the Event of Cost Overrun:** The cost of the contract to the State shall not exceed \$5M in any single contract year. The Contractor shall give the State at least 30 days prior written notice of any expected cost overrun. The State and the Contractor shall immediately enter into an appropriate amendment authorizing costs in excess of \$5M for the subject contract year or, in the absence of such an amendment, until the beginning of the next contract year. Each contract year begins on the effective date of the contract or the anniversary of the effective date of the contract. In no event shall the Contractor suspend operations because of an expected cost overrun.
- 15.3 Contract Documents:** The Contract that is awarded as a consequence of this RFP shall consist of the following documents:
  - (1) The Addenda to this RFP, if any;
  - (2) This RFP;
  - (3) The Contractor’s Best and Final Offers (BAFO’s), if any; and
  - (4) The Contractor’s Proposal.

In the event of a conflict between or among the terms of the Contract Documents, the term in the Contract Document with the highest precedence shall prevail. The Addenda to the RFP (if any) shall have the highest precedence, the RFP shall have the second highest precedence, the Contractor’s BAFO’s (if any) shall have the third highest precedence, and the Contractor’s proposal shall have the fourth highest precedence. These documents shall constitute the entire agreement between the parties and shall supersede all other prior oral or written statements or agreements.

- 15.4 Contract Administrators:** The Contract Administrators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Contract shall be addressed. The Contractor shall designate a single Contract Administrator, who shall be the Contractor’s primary contact with the Division for all issues regarding this Contract. The Contractor shall identify its initial Contract Administrator in its proposal and shall confirm the name, title, address, telephone number, facsimile number, and email address of its Contractor Administrator within 5 business days after the Effective Date of the Contract. The Contractor’s Contract Administrator shall be available by phone, facsimile, or e-mail, upon 24 hours notice. The Division’s contract administrator is named below.

<b>Division Contract Administrator</b>
Thomas A. Galey Services for the Deaf and the Hard of Hearing Mail Service Center 2301, Raleigh, NC 27699-2301 (919) 827-0680 (VP) (800) 851-6099 (Voice/TTY) (919) 855-6875 (Facsimile)

Tom.Galey@dhhs.nc.gov
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**Either party may change the identity of its Contract Administrator or change the contact information for its Contract Administrator by giving timely written notice of the change to the other party.**

### **Relationships of the Parties**

- 15.5 Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division. The Vendor will also furnish, at its own expense, all of the necessary facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the services and deliverables.
- 15.6 Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.
- 15.7 Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- (1) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - (2) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

- 15.8 Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### **Indemnification and Insurance**

- 15.9 Indemnification:** The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

**15.10 Insurance:**

- (a) During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:
- (1) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina or the state the services are performed, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
  - (2) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - (3) **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$2,000.00 medical payment.
- (b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. The Contractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Division that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Division. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

**15.11 Liability Claims Against The Contractor:** Neither the State of North Carolina, nor its employees shall be responsible for any liability claims against the Contractor.

**Default and Termination**

**15.12 Termination Without Cause:** The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

**15.13 Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or

compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

- 15.14 Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.
- 15.15 Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.
- 15.16 Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 15.17 Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

**15.18 Copyrights and Ownership of Deliverables:**

- (a) The Vendor warrants that it has the right to provide the services and deliverables described herein without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party. The Vendor also warrants that its services and deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- (b) The Department shall have a non-exclusive, royalty free license to reproduce, translate, or otherwise use, and to authorize other government agencies to reproduce, translate, or otherwise use, all data, manuals, outreach materials, and any copyrightable or patentable material developed by the Vendor during the Contract.

**15.19 Publication:** The Vendor may publish the results of any research arising out of this Contract provided that the Vendor submits a copy of the proposed publication to the Division for agency review at least sixty (60) days before the text is submitted to a publisher.

**15.20 Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n), and any amendments thereto.

### **Compliance with Applicable Laws**

- 15.21 Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 15.22 Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
- 15.23 Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

### **Confidentiality**

**15.24 Confidentiality:**

- (a) All information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.
- (b) The Vendor warrants that all its employees and all approved subcontractors have signed non-disclosure and confidentiality agreements. Upon the State’s request, the Vendor will verify and produce true copies of any such agreements. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for the Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

**15.25 Vendor Trade Secrets:**

- (a) If a Vendor discloses one or more of its trade secrets to the Division in response to an RFP or in connection with the Vendor’s performance of a public contract, the Division can protect the trade secret from public disclosure to the extent permitted by G.S. § 132-1.2 and 9 NCAC 6B .1001 if the Vendor takes one or more of the following steps before disclosing the trade secret to the Division. If the Vendor determines that all of the information on any given page of a proposal or contract deliverable constitutes a trade secret, as that term is defined in G.S. § 66-152(3), the Vendor may designate the entire page as confidential by marking the top and bottom of the page with the word “**CONFIDENTIAL**” in upper-case bold-face type. If the Vendor determines that any given page of a proposal or contract deliverable contains a mixture of trade secrets and non-confidential information, the Vendor may highlight the trade secrets and indicate in the margins that the highlighted text constitutes a confidential trade secret. By so marking any page, the Vendor warrants that it has formed a good faith opinion, upon advice of counsel or other knowledgeable advisors, that the items marked confidential meet the requirements of G.S. §§

66-152(3) and 132-1.2(1). Note that 9 NCAC 6B .1001 specifies that *price information may not be designated as confidential*.

- (b) The State may serve as the custodian of the Vendor's trade secrets but not as an arbiter of claims against the Vendor's assertion of confidentiality. If an action is brought pursuant to G.S. § 132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through counsel and participate in defending the State and its officials and employees against the action. The Vendor agrees that it shall hold the State and its officials and employees harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to give the Vendor prompt written notice of any action seeking to compel the disclosure of Vendor's trade secrets. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's trade secrets pursuant to an order issued by a court of competent jurisdiction pursuant to G.S. §132-9 or any other applicable law.

### **Oversight**

#### **15.26 Access to Persons, Records, and Premises:**

- (a) Pursuant to G.S. §§ 143-49(9) and 147-64.7, and applicable federal statutes and regulations, the North Carolina State Auditor, the Department's internal auditors, the Division's TRS Administrator, and the federal regulatory agencies that oversee TRS are authorized:
- (1) to enter and inspect without prior notice any and all Vendor and subcontractor sites at which work is performed under this Contract;
  - (2) to interview any and all Vendor and subcontractor officers, employees and agents who perform work under this Contract; and
  - (3) to examine any and all Vendor and subcontractor books, records, and accounts regarding work performed under this Contract;
- (b) State and federal inspectors shall not unduly delay or disrupt the Vendor's and subcontractors' performance of their duties under the Contract.
- (c) The Vendor and subcontractors shall not unduly withhold or delay any assistance reasonably requested by state and federal inspectors.

**15.27 Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Warranties and Certifications**

**15.28 Date and Time Warranty:** The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and

interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**15.29 Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with Vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the Vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

### **Miscellaneous**

**15.30 Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**15.31 Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**15.32 Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**15.33 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**15.34 Time of the Essence:** Time is of the essence in the performance of this contract.

**15.35 Personnel:**

(a) The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

(b) This contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:

(1) Such use does not conflict with the terms, specifications or any amendments to this Contract, or

- (2) Such use does not conflict with any procurement law, regulation or policy or
- (3) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

- 15.36 Prohibition Against Contingent Fees and Gratuities:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1030, or other provision of law.
- 15.37 Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.
- 15.38 Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.
- 15.39 Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 15.40 Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT A**

**Vendor’s Cost Proposal**

North Carolina Telecommunications Relay Services

RFP No. 30-SD514-12

Vendor Name: \_\_\_\_\_

The above-named Vendor hereby offers to provide all of the services described in the above-named RFP and in the Vendor’s Technical Proposal pursuant to the General Terms and Conditions specified in the RFP for the costs quoted in the Cost Tables that follows below.

The above-named Vendor certifies that:

- (1) The costs quoted in this Cost Proposal were developed independently, without consultation, communication, or agreement with any other Vendor or any competitor;
- (2) The costs quoted in this Cost Proposal have not been disclosed by the Vendor, directly or indirectly, to any other Vendor or any competitor; and
- (3) No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

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<b>Signature</b>	<b>Date</b>
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<b>Printed Name</b>	<b>Title</b>
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[The Cost Proposal Must Be Signed By the Same Individual Who Signed The Proposal Execution Page]  
 [Unsigned Cost Proposals Will Not Be Reviewed]

**Instructions**

- (1) Use the following Cost Tables to create your Cost Proposal.
- (2) Do not use any other tables or forms.
- (3) Do not modify the contents of any of the shaded cells in the Cost Tables.
- (4) The costs to the State quoted in your Cost Proposal must cover all of your costs. No other payments will be made by the State for the services you render.
- (5) No estimates or contingencies shall be allowed.
- (6) All volume discounts, if any, must be included in the Vendor’s cost proposal.

- (7) All costs quoted in your Cost Proposal must be firm and fixed for the full four years of the contract.
- (8) The State reserves the right to request specific details on any and all costs proposed in this bid.
- (9) Although the State may ask for clarifications during the evaluation period, it is not required to do so. Cost Proposals that are incomplete or that contain significant inconsistencies may be rejected by the State without any request for clarifications.
- (10) Unsigned Cost Proposals will be rejected by the State.
- (11) Enter your Cost per Session Minute for Telecommunications Relay Services and Captioned Telephone Services in Cells A-2 and A-3 of Table 1. Multiply the Cost per Minute Session by the Estimated Annual Number of Billable Minutes shown in Cells B-2 and B-3 and enter the product of the multiplication in Cells C-2 and C-3. Add the cost in Cell C-2 to the cost in Cell C-3 and enter the result in Cell C-4.

**Cost Table 1: TRS and Captioned Telephone Services**

		A		B		C	
1	Service	Cost Per Session Minute		Estimated Annual Number of Billable Minutes by Service		Estimated Annual Cost	
2	Telecommunications Relay Services	\$	x	800,000	=	\$	
3	Captioned Telephone Services	\$	x	2,645,000	=	\$	
4	Total Estimated Annual Cost of TRS and Captioned Telephone Services						\$

- (12) Enter your Cost Per Session Minute for VRS in Cell A-1 and your Cost Per Session Minute for Internet Relay Services in Cell A-2. The costs of Video Relay Service and Internet Relay Service are currently paid by the FCC. The costs bid in Cost Table 2 will be binding upon the Vendor and the State if the State becomes responsible for the costs of VRS and Internet Relay Services at any time during the term of the contract.

**Cost Table 2: VRS and Internet Relay Services**

		A
	Service	Cost Per Session Minute
1	Video Relay Service Only	\$
2	Internet Relay	\$

Vendor Name: \_\_\_\_\_

- (13) Vendors offering Optional Services pursuant to RFP Section 7.1 must provide a shorthand description of those services in column A of Table 3 and must provide their cost bid for each service in column B of Table 3. Vendors may add additional rows to Table 3 if they wish to quote costs for more than five Optional Services. The costs bid in Cost Tables 3 will be binding upon the Vendor and the State if the State elects, at the time of contract award, to purchase one or more of the optional services offered.

**Cost Table 3: Optional Services**

A	B
Description of Optional Services	Unit Cost
	\$
	\$
	\$
	\$
	\$

- (14) For the purposes of scoring the competing Cost Proposals, the total annual cost of a proposal shall be the total annual cost of TRS and Captioned Telephone Services as shown in Cell C-4 of Cost Table 1. The total annual cost of VRS and Internet Relay Services shall not be included in the calculation because the State is not currently obligated to pay those costs. The total annual costs of Optional Services shall not be included in the calculation because the potential number and variety of optional services that may be offered will make it impossible to conduct a meaningful comparison of those costs.

Vendor Name: \_\_\_\_\_

**ATTACHMENT B**

**References**

Use this Table for each of the five references required by RFP Section 14.9(12)

Reference No. ____	
Company Name:	Contact Name:
Company Address:	Telephone Number:
	Email Address:
Date products and/or services were provided to this company:	
Detailed description of products and/or services provided to this company:	

Vendor Name: \_\_\_\_\_

**ATTACHMENT C****Vendor Certification of Compliance With N.C. Gen. Stat. § 133-32 and Executive Order 24****Background**

- (A) N.C. Gen. Stat. § 133-32 makes it unlawful for any Vendor, contractor, subcontractor, or supplier who: (1) has a contract with a governmental agency; or (2) has performed under such a contract within the past year; or (3) anticipates bidding on such a contract in the future; to make gifts or to give favors to any governmental officer or employee who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contract; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction.
- (B) By means of Executive Order 24, signed on October 1, 2009, Governor Perdue expanded the prohibitions in N.C. Gen. Stat. § 133-32 to ban the giving of gifts and favors to *any* employee of the Cabinet agencies -- the Departments of Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation and the Office of the Governor -- regardless of the nature of their official duties.
- (C) Executive Order 24 can be viewed online at:

<http://www.governor.state.nc.us/NewsItems/ExecutiveOrderDetail.aspx?newsItemID=665>

- (D) N.C. Gen. Stat. § 133-32 can be viewed online at:

<http://www.ncga.state.nc.us/gascripts/Statutes/StatutesTOC.pl>

**Certifications**

- (1) I certify that I understand that N.C. Gen. Stat. § 133-32 prohibits my organization, as a bidder on a public contract, from giving any gifts or favors to any governmental officer or employee who is charged with the duty of: (1) preparing plans, specifications, or estimates for public contract; or (2) awarding or administering public contracts; or (3) inspecting or supervising construction.
- (2) I certify that I understand that Executive Order 24 prohibits my organization, as a bidder on a public contract, from giving any gifts or favors to **any** employee of Cabinet agencies and the Office of the Governor.
- (3) I certify, on behalf of my organization and its employees and agents, that I have made reasonable inquiries and have found no evidence that any such prohibited gifts or favors have been offered or promised by any of my organization's employees or agents to any covered State officers or employees.
- (4) I certify that the language of this certification shall be included in all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- (5) I understand that this certification is a material representation of fact; that the North Carolina Department of Health and Human Services, Division of Information Resource Management will rely upon this certification if it decides to award a contract to my organization; and that submission of this certification is a prerequisite for State review of the attached proposal.

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Vendor Name	E-Mail Address
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Authorized Signature	Date
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Typed Or Printed Name Of Person Signing	Typed Or Printed Title Of Person Signing
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**[This Certification Must Be Signed By The Same Individual Who Signed The Proposal Execution Page]**

**ATTACHMENT D**

**Vendor's Federal Employer Identification Number or Social Security Number**

**RFP Number:** \_\_\_\_\_

**RFP Name:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Vendor EIN or SSN:** \_\_\_\_\_

**ATTENTION**

Your Federal Employer Identification Number or Social Security Number will be used for internal processing. Pursuant to G.S. § 132-1.10(b), this page will be removed and shredded, or otherwise kept confidential, prior to the procurement file being made available for public inspection.

**THIS PAGE MUST BE FILLED OUT AND RETURNED WITH YOUR PROPOSAL**

ATTACHMENT E

**Relay North Carolina Traffic Report** **FY-2010**

**2010 TOTAL CALL VOLUME**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL	AVERAGE
<b>TOTAL NUMBERS OF OUTBOUND</b>													<b>TOTAL</b>	<b>AVERAGE</b>
TTY	5,639	4,768	5,783	5,514	4,963	4,260	3,985	3,871	3,878	3,702	3,736	3,660	53,759	4,480
Turbo Code	3,332	3,517	3,450	3,328	3,363	3,991	3,777	3,146	3,232	3,239	3,002	3,146	40,523	3,377
ASCII	80	110	96	112	82	178	153	140	100	90	85	172	1,398	117
Voice	3,182	2,966	3,306	3,052	3,158	3,247	3,192	2,726	2,531	2,578	2,609	2,830	35,377	2,948
VCO	4,272	4,016	4,779	3,907	3,669	4,462	4,213	3,749	3,764	3,718	3,844	3,670	48,063	4,005
HCO	32	44	38	28	36	15	30	22	7	8	8	22	290	24
Deaf/Blind ASCII	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Deaf/Blind Baudot	2	9	3	5	3	15	53	33	1	7	5	22	158	13
Speech to Speech	658	437	525	438	488	598	352	517	524	426	303	264	5,530	461
<b>TOTAL</b>	<b>17,197</b>	<b>15,867</b>	<b>17,980</b>	<b>16,384</b>	<b>15,762</b>	<b>16,766</b>	<b>15,755</b>	<b>14,204</b>	<b>14,037</b>	<b>13,768</b>	<b>13,592</b>	<b>13,786</b>	<b>185,098</b>	<b>15,425</b>

**% PERCENTAGE OF CALLS**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	AVERAGE	
TTY	34.10%	30.90%	33.13%	34.58%	32.49%	26.35%	25.87%	28.28%	28.70%	27.75%	28.11%	27.07%	29.78%	
Turbo Code	20.15%	22.79%	19.77%	20.87%	22.02%	24.68%	24.52%	22.99%	23.92%	24.28%	22.59%	23.27%	22.65%	
ASCII	0.48%	0.71%	0.55%	0.70%	0.54%	1.10%	0.99%	1.02%	0.74%	0.67%	0.64%	1.27%	0.78%	
Voice	19.24%	19.22%	18.94%	19.14%	20.68%	20.08%	20.72%	19.92%	18.73%	19.32%	19.63%	20.93%	19.71%	
VCO	25.83%	26.03%	27.38%	24.50%	24.02%	27.60%	27.35%	27.39%	27.85%	27.87%	28.93%	27.14%	26.82%	
HCO	0.19%	0.29%	0.22%	0.18%	0.24%	0.09%	0.19%	0.16%	0.05%	0.06%	0.06%	0.16%	0.16%	
Deaf/Blind ASCII	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Deaf/Blind Baudot	0.01%	0.06%	0.02%	0.00%	0.02%	0.09%	0.34%	0.24%	0.01%	0.05%	0.04%	0.16%	0.09%	

**TOTAL NUMBERS OF COMPLETED CALLS** **TOTAL AVERAGE**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL	AVERAGE
Local	9,894	9,255	10,671	10,138	9,551	10,413	9,650	8,541	9,030	8,572	8,508	8,786	113,009	9,417
Intrastate	893	761	1,359	678	582	434	532	473	449	559	580	601	7,901	658
Intrastate(Intralata)	145	132	102	94	89	61	120	82	123	80	114	173	1,315	110
Intrastate(Interlata)	748	629	793	584	493	373	412	391	326	479	466	428	6,122	510
Interstate	972	857	1,099	1,099	952	780	818	795	614	681	815	611	10,093	841
General Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Toll Free	1,045	1,050	1,202	1,095	1,054	1,217	988	1,074	873	921	1,201	842	12,562	1,047
Directory Assist.	50	45	49	41	47	53	59	42	52	41	47	50	576	48
900 Access	0	0	0	2	2	2	1	0	0	0	0	0	7	1
International	10	14	3	10	11	9	6	6	4	-	2	2	77	6
Marine	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Busy/No Answer	0	0	0	0	0	0	0	0	0	0	0	0	0	-
<b>TOTAL</b>	<b>12,864</b>	<b>11,982</b>	<b>13,621</b>	<b>12,807</b>	<b>12,199</b>	<b>12,908</b>	<b>12,054</b>	<b>10,931</b>	<b>11,022</b>	<b>10,774</b>	<b>10,793</b>	<b>10,892</b>	<b>142,847</b>	<b>11,904</b>

**MINUTES OF SERVICE** **TOTAL AVERAGE**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL	AVERAGE
Total Minutes	82,497	77,992	89,194	81,970	83,233	87,232	78,455	76,980	72,016	71,032	71,227	71,266	943,093	78,591
Less Interstate Min	(5,979)	(5,555)	(6,599)	(6,691)	(7,470)	(4,759)	(5,902)	(5,328)	(4,239)	(4,748)	(3,918)	(3,326)	-64,514	(5,376)
Less International Min	(32)	(73)	(13)	(23)	(25)	(31)	(17)	(48)	(18)	(8)	(14)	(26)	-328	(27)
Less Toll-Free Min	(5,529)	(5,808)	(6,710)	(5,858)	(6,527)	(6,587)	(5,822)	(5,579)	(5,040)	(4,837)	(5,669)	(4,589)	-68,555	(5,713)
Less Interstate DA Min	(20)	(45)	(42)	(11)	(22)	(8)	(44)	(4)	(10)	(14)	(18)	(22)	-259	(22)
Less 900 Min	0	0	0	(3)	(3)	(2)	(5)	0	0	0	0	0	-13	(1)
Total Billable Min	70,937	66,512	75,830	69,385	69,185	75,844	66,666	66,022	62,707	61,424	61,608	63,304	809,423	67,452
STS Billable Min	1,625	1,415	1,491	1,730	1,926	1,606	1,361	1,541	1,368	1,826	1,275	1,305	18,470	1,539

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL	AVERAGE
<b>NUMBER OF CALLS TO RELAY</b>														
Offered	27,880	25,588	28,515	26,733	28,368	29,557	29,140	27,163	25,481	25,234	23,879	26,311	323,849	26,987
Answered	27,528	25,049	27,716	25,803	27,505	28,843	28,398	26,540	24,823	24,656	22,972	25,309	315,142	26,262
In Queue	27,880	25,588	28,515	26,733	28,368	29,557	29,140	27,163	25,481	25,234	23,879	26,311	323,849	26,987
Abandoned in Queue	352	539	799	930	863	714	742	623	658	669	907	1,002	8,798	733
Avg. Weekend	842	776	772	773	809	810	833	747	704	705	638	767	9,176	765
Avg. Weekday	1,140	1,180	1,162	1,100	1,122	1,215	1,141	1,065	1,044	1,005	982	986	13,142	1,095
Inbound	27,581	25,141	27,867	25,900	27,702	28,894	28,568	26,532	24,967	24,698	23,114	25,474	316,438	26,370
Completed	12,864	11,982	13,621	12,807	12,199	12,908	12,054	10,931	11,022	10,774	10,793	10,892	142,847	11,904
Blockage	-	-	-	-	-	-	-	-	-	-	-	-	0	-

**AVERAGE LENGTH OF CALL BY TYPE** **AVERAGE**

TTY	3.42	3.57	3.53	3.63	3.84	4.20	3.92	4.00	4.00	3.78	3.88	3.85	3.80
Turbo Code	2.83	2.77	3.08	3.19	3.19	2.94	2.92	2.95	3.04	3.04	3.48	2.80	3.02
ASCII	6.75	2.21	1.99	1.78	2.22	1.47	1.57	1.41	2.30	1.77	1.67	2.08	2.27
VOICE	2.55	2.69	2.18	2.02	2.67	2.20	2.08	2.42	2.63	2.48	2.36	2.57	2.40
VCO	4.32	4.42	4.47	4.52	4.64	4.15	3.94	3.96	3.88	3.92	4.24	4.38	4.24
HCO	3.54	3.41	6.85	2.47	1.78	1.84	2.86	4.18	3.30	3.50	5.41	2.79	3.49
Deaf/Blind ASCII	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deaf/Blind Baudot	8.92	1.80	0.57	0.81	2.64	4.09	5.34	2.90	0.75	7.65	1.82	2.72	3.33
Avg. Work	4.59	5.03	5.07	5.09	5.27	5.24	5.06	5.38	5.20	5.19	5.22	5.16	5.13
Avg. Conversation	3.23	3.26	3.27	3.26	3.38	3.26	3.17	3.24	3.28	3.23	3.35	3.27	3.27
STS	7.22	7.49	5.69	6.01	10.31	8.91	8.13	7.04	13.46	6.90	3.97	7.15	7.69

**SPEED OF ANSWER** **AVERAGE**

ASA	0.8	1.1	1.4	1.4	1.3	1.0	1.1	1.1	1.1	1.3	1.5	1.5	1.22
Service Level	98%	96%	95%	95%	95%	96%	96%	96%	96%	95%	94.0%	94.0%	96%

**CUSTOMER CONTACTS** **TOTAL**

Complaints	4	10	6	2	4	3	3	3	0	0	0	0	35
Commendations	5	4	2	4	1	1	4	5	4	0	1	0	31
Inquiries/Other	213	201	279	189	181	223	220	288	276	247	211	246	2,774

**SUBSCRIBERS** **TOTAL** **AVERAGE**

Nbr of ANIs	12,039	11,110	11,787	10,804	11,816	12,106	12,280	12,336	11,719	11,302	10,510	11,750	139,559	11,630
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**NC RELAY CONFERENCE CAPTIONING** **TOTAL** **AVERAGE**

Minutes of Svc	2,745	1,125	1,095	1,440	2,670	2,490	660	1,065	825	495	570	780	15,960	1,330
Number of Calls	37	14	11	21	33	31	8	14	10	8	9	9	205	17

**ATTACHMENT F****Captioned Telephone Data**

<b>Session Minutes 2010</b>	
January	193,316
February	177,571
March	184,747
April	163,208
May	171,495
June	161,168
July	165,887
August	171,917
September	167,842
October	176,779
November	177,912
December	196,255
<b>Total</b>	<b>2,108,097</b>

Appendix :

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**Plans and Services**

**Local Usage - Continued**

Item	No.	Date	Time	Place Called	Number	Code	Min	
<b>Itemized Calls</b>								
	1.	7-05	915A	MORGANTON NC	828 438-2803	D	1 #	.00

# = Federal and State Tax  
 @ = Included in summary  
 Total may not equal summary due to rounding

**Key to Calling Codes**  
 D Day

**Total Local Usage** .00

**Surcharges and Other Fees**

Item	No.	Description	Quantity	
	2.	Federal Universal Service Fee	1	1.03
	3.	Federal Subscriber Line Charge	1	6.62
<b>Total Surcharges and Other Fees</b>				<b>7.65</b>

**Government Fees and Taxes**

Item	No.	Description	Quantity	
	4.	Federal Excise Tax		.83
	5.	NC - State/Local Tax		1.95
	6.	Telecommunications Relay Svc	1	.11
	7.	Emergency 911 Service	1	.60
<b>Total Government Fees and Taxes</b>				<b>3.49</b>

**Total Plans and Services** 32.22

**News You Can Use**

**PREVENT DISCONNECT**

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$32.22. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

**CARRIER INFORMATION**

Our records indicate that you have selected SPRINT or a company that resells their services as your primary local toll carrier and SPRINT or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

**ELECTRONIC PAYMENTS**

When making a secure electronic bill payment from your bank account over the phone, you will need to provide sufficient information to authenticate yourself as the account owner. By providing this information, you are authorizing AT&T and your financial institution to process a one-time debit from your bank account for payment of your bill. Other bill payment options are available at [www.att.com](http://www.att.com)

**MOVING SOON?**

Stay connected with AT&T. Please visit us online at [att.com/move](http://att.com/move) or call 1.800.MOVE.ATT (1.800.668.3288).

**PAYMENT OPTIONS**

Visit [att.com](http://att.com) to pay your AT&T bills online FREE of charge. Additional payment options can also be viewed online. Self-service is available anytime day or night by calling 1.888.757.6500 - just say "Pay My Bill". Payments made with an AT&T representative may be subject to a \$5.00 payment convenience fee.

**RELAY SERVICE**

Dial 711 is a Telecommunications Relay Service for customers with hearing and speech disabilities. AT&T offers products and services for customers with visual, hearing, speech or physical disabilities. For more information, please go to [att.com](http://att.com) or refer to the customer guide section in your AT&T telephone directory.

**900 # INFORMATION**

900 Number information services are provided over telephone numbers beginning with the prefix 900. If you fail to pay legitimate charges for calls to 900 numbers, your access to 900 numbers may be involuntarily blocked. To protect customers from unexpected 900 charges, AT&T offers 900 Call Blocking at no cost. For further details on 900 Call Blocking, call your AT&T Service Representative. Note that 900 charges incurred from purchasing products and services from the Internet cannot be blocked. You may withhold payment for 900 charges if you dispute the charges within 60 days. Action to collect disputed amounts will be suspended pending investigation of the dispute. Your local and long-distance telephone service cannot be suspended or disconnected for nonpayment of 900 charges. However, the company that provides the 900 service may take other actions to collect charges you have not paid and have not disputed. You are not to be billed for pay-per-call services that do not comply with federal laws and regulations.

**DO NOT CALL REGISTRY**

To reduce telephone solicitation calls to your home: Register for the National Do Not Call Registry by phone at 1.888.382.1222 (TTY: 1.866.290.4236) or online at [donotcall.gov](http://donotcall.gov). There's no charge to register.

**Terms and Conditions**

**DISPUTED DEBTS**

Please note, any check or payment instrument in an amount less than the full amount due that you send AT&T marked "PAID IN FULL" or otherwise tender as full satisfaction of a disputed amount, must be sent to AT&T Accounts Receivable Management, 2200 Pinemcree Road Suite 300, Greensboro, NC 27407-4990 and NOT the payment address shown on the payment return document. Thank you for choosing AT&T for your communications needs.

**RETURNED CHECK**

An important part of AT&T's commitment to our valued customers is keeping you informed of policies that may affect your account. If a check is returned to AT&T from your financial institution, a returned check fee up to the amount permitted by law may be charged to your account.





Cellular Telephone Number Summary

**CHARGES**      **TOTAL**  
 0.00

Monthly Service Charges 7/08/12 through 8/07/12  
**Total Monthly Service Charges**

Local Usage  
 FAMILY PREMIUM PLUS  
 Local Service Airtime 366 Calls, 6/08/12 through 7/07/12  
 BILLED PEAK 534.00 min X 0.00 per min  
 BILLED OFF-PEAK 377.00 min X 0.00 per min  
 TOLL  
 ADDITIONAL CHARGES  
 Total Local Service Airtime 911.00 min  
 0.00  
 0.00  
 0.00  
 0.00

UNLIMITED MESSAGING  
 TEXT MESSAGING 861 Messages, 6/08/12 through 7/07/12  
 BILLED PEAK 494.00 msg X 0.00 per msg  
 BILLED OFF-PEAK 367.00 msg X 0.00 per msg  
 TOLL  
 ADDITIONAL CHARGES  
 Total TEXT MESSAGING 861.00 msg  
 0.00  
 0.00  
 0.00  
 0.00

**Total Local Usage**

0.00

Extended Home Service Area Charges

FAMILY PREMIUM PLUS  
 Local Service Airtime 81 Calls, 6/08/12 through 7/07/12  
 BILLED PEAK 106.00 min X 0.00 per min  
 BILLED OFF-PEAK 43.00 min X 0.00 per min  
 TOLL  
 ADDITIONAL CHARGES  
 INTL ROAM TAXES  
 Total Local Service Airtime 149.00 min  
 0.00  
 0.00  
 0.00  
 0.00

**Total Extended Home Service Area Charges**

0.00

Roaming Charges

Airtime Charges  
 Toll Charges  
 Intl Roam Taxes  
 0.00  
 0.00  
 0.00

**Total Roaming Charges**

0.00

easydges<sup>SM</sup> Data Service Charges

Data Network Usage  
 DATA PLUS (5GB)-BB BIS, 6/08/12 through 7/07/12  
 INCLUDED DATA USAGE 0.268GB X 0.00 per GB  
 Total DATA PLUS (5GB)-BB BIS 0.268GB  
 0.00  
 0.00

Picture Messaging

UNLIMITED MESSAGING 6/08/12 through 7/07/12  
 UNLIMITED PICTURE MSGS 39 msg X 0.00 per msg  
 Total UNLIMITED MESSAGING 39msg  
 0.00  
 0.00

**Total easydges<sup>SM</sup> Data Service Charges**

0.00

Other Charges & Credits

General Fees and Credits  
 Federal USF Charge  
 Regulatory Cost Recovery Fee  
 N.C.T.R.S.  
 NC Wireless E-911 Surcharge  
 0.06  
 1.00  
 0.11  
 0.60

**Sub-Total General Fees and Credits**

2.17

Additional Purchases/Credits

Premium Messaging Content  
 06/11/12 Subscription - 32000 Motime.com-8009821358 (32000)  
 32000 Motime.com 8009821358  
 9.99

**Sub-Total Premium Messaging Content**

9.99

**Total Other Charges & Credits**

12.16

**Appendix O:**  
**Copy of the 2008 TRS Recertification  
Renewal Letter from the FCC**



Federal Communications Commission  
Washington, D.C. 20554

July 16, 2008

North Carolina Department of Health & Human Services  
Division of Services for the Deaf and Hard of Hearing  
Ms. Pamela Lloyd Ogoke, TRS Administrator  
1100 Navaho Drive, 2301 Mail Service Center  
Raleigh, NC 27699-2301

Re: Telecommunications Relay Services (TRS); Application No.: TRS-30-07; CG Docket No. 03-123

Dear Ms. Ogoke:

Pursuant to Title IV of the Americans with Disabilities Act of 1990, section 225(f)(2) of the Communications Act of 1934, as amended, 47 U.S.C. § 225(f)(2), and section 64.606(b) of the Commission's rules, 47 C.F.R. § 64.606(b), the Application of the State of North Carolina for certification of its Telecommunications Relay Services (TRS) program, Application No. TRS-30-07, is hereby **GRANTED**. On the basis of its application, the Consumer & Governmental Affairs Bureau (Bureau) has determined that:

- (1) the TRS program of the State of North Carolina meets or exceeds all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules, 47 C.F.R. § 64.604;
- (2) the State of North Carolina's program makes available adequate procedures and remedies for enforcing the requirements of the TRS program; and
- (3) the State of North Carolina's TRS program in no way conflicts with federal law.

The Bureau also has determined that the State of North Carolina's intrastate funding mechanism is labeled in a manner that promotes national understanding of TRS and does not offend the public, consistent with section 64.606 of the Commission's rules, 47 C.F.R. § 64.606(d).

Because the Commission may adopt further changes to the rules governing relay programs, including state relay programs, the certification granted herein is conditioned on a demonstration of compliance with any new rules ultimately adopted by the Commission. The Commission will provide guidance to the states, U.S. territories, and the District of Columbia on demonstrating compliance with such rule changes.

This certification shall remain in effect for a five year period, beginning July 26, 2008, and ending on July 25, 2013, pursuant to 47 C.F.R. § 64.606(c). One year prior to the expiration of this certification, July 25, 2012, the State of North Carolina may apply for renewal of its TRS program by filing documentation in accordance with the Commission's rules, pursuant to 47 C.F.R. §§ 64.606(a) and (b).

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Chandler".

Thomas Chandler  
Chief, Disability Rights Office  
Consumer & Governmental Affairs Bureau

**Appendix P:**  
**Copy of Letter Notifying the FCC of**  
**Substantive Changes to the**  
**TRS Program**



Division of Services for the Deaf and the Hard of Hearing

North Carolina Department of Health and Human Services

[www.ncdhhs.gov/dsdhh](http://www.ncdhhs.gov/dsdhh)

919-874-2212 V/TTY

919-890-0859 VP

800-851-6099 V/TTY

919-855-6872 Fax

DSDHH Administrative Office

2301 Mail Service Center

Raleigh, NC 27699-2301

September 28, 2012

Greg Hlibok  
Disability Rights Office  
Consumer and Governmental Affairs Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, D.C. 20554

RE: Changes to the North Carolina Telecommunications Relay Services

Dear Mr. Hlibok:

Pursuant to FCC rule 47 C.F.R. §64.606 (f)(1), I am writing to notify the Federal Communications Commission of substantive changes in North Carolina's Telecommunications Relay Services.

In June 2008, former TRS Administrator Pamela Lloyd resigned from her position. In May 2009, Thomas Galey was hired to take Ms. Lloyd's place. In December 2011, Mr. Galey resigned. In September 2012, Mark Whisenant was hired to serve as North Carolina's TRS Administrator.

For the 2012 – 2016 contract cycle, the NC Department of Health and Human Services (DHHS) awarded Sprint the contract to provide telecommunications relay services, including CapTel and Relay Conference Captioning, in North Carolina. The NC Division of Services for the Deaf and the Hard of Hearing, DHHS, continues to function as the agency responsible for administering the contract.

Following the implementation of these substantive changes, the NC TRS program continues to meet federal minimum standards.

The State recognizes the rule that substantive changes are to be reported within sixty (60) days and apologizes for the delay.

If you have questions, please do not hesitate to contact me at (919) 874-2238 or via email at [Mark.Whisenant@dhhs.nc.gov](mailto:Mark.Whisenant@dhhs.nc.gov).

Respectfully,

Mark Whisenant, TRS Administrator

CC: Marlene H. Dortch, Commission Secretary  
Dianna Downey, NC Utilities Commission – Public Staff Attorney  
Jan Withers, DSDHH Director