

# Appendix C:

# TRS Provider Contract



**INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES CONTRACT BETWEEN  
STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,  
DIVISION OF VOCATIONAL REHABILITATION  
AND  
SPRINT COMMUNICATIONS COMPANY, L.P.**

1. **Parties.** The parties to this Contract are the State of Wyoming, Department of Workforce Services, Division of Vocational Rehabilitation [Agency], whose address is: 122 West 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002; and Sprint Communications Company, L.P. [Contractor], whose address is: 12502 Sunrise Valley Drive, Reston, VA 20196.
  
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide and implement a Federal Communications Commission (FCC) compliant, full-service, confidential, statewide, twenty-four (24) hours-per-day, seven (7) days-per-week, three hundred sixty-five (365) days-per-year telecommunications relay service [TRS] known as Wyoming Relay Service; a captioned telephone relay service [CTS]; and outreach and advertising to educate users and the general public about the relay services. These services provide access to the telephone network for people who are hearing-impaired or speech-impaired in a manner which is functionally equivalent to that provided to users who are not impaired in their ability to use the phone.
  
3. **Term of Contract and Required Approvals.**
  - A. This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The term of the Contract is from August 1, 2011, through July 31, 2013. All services shall be completed during this term. There is no right or expectation of renewal, and any renewal will be subject to the agreement of both parties.
  
  - B. By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).
  
  - C. The Contract may be renewed under the same terms and conditions with the exception of any new purchased features by agreement of both parties in writing and subject to the required approvals for four (4) successive terms of one (1) year each.

4. **Payment.**

- A. **TRS.** The Agency agrees to pay the Contractor for the telecommunications relay service [TRS] described in the RFP NO. 0176-U dated January 26, 2011; the Statement of Work (Attachment A); the Contractor's Price Proposal (Attachment B); and the Service Level Performance Requirements (Attachment C) at the price of ninety-nine cents (\$0.99) per session minute.
- B. **CTS.** The Agency also agrees to pay the Contractor for the captioned telephone relay service [CTS] described in the RFP NO. 0176-U dated January 26, 2011; the Statement of Work (Attachment A); the Contractor's Price Proposal (Attachment B); and the Service Level Performance Requirements (Attachment C) at the price of one dollar and fifty-nine cents (\$1.59) per session minute.
- C. **Outreach and Advertising.** The Agency also agrees to pay the Contractor for pre-approved outreach, public relations, marketing and advertising services described in the RFP NO. 0176-U, Section 6, subsection 2.2.12, dated January 26, 2011; the Statement of Work (Attachment A); and the Contractor's Price Proposal (Attachment B). The outreach and advertising expenses shall be paid out of the Agency's outreach and advertising budget. The annual outreach and advertising expenses shall not exceed one hundred ten thousand dollars (\$110,000.00).
- (i) All other outreach services described in the RFP NO. 0176-U, dated January 26, 2011; the Statement of Work (Attachment A); and the Contractor's Price Proposal (Attachment B) shall be provided as part of the TRS and CTS price per session minute and at no additional cost to the Agency. These other outreach services include the following:
- (a) A minimum of ten (10) educational/outreach activities per year in Wyoming to generate public awareness and to promote the use of TRS and CTS;
  - (b) Sufficient equipment and resources to provide outreach services, including but not limited to: audio-visual equipment, interpreters or other accommodations, and travel budget;
  - (c) A presentation at up to four (4) Telecommunications Relay Service Advisory Committee meetings per year; and
  - (d) Annual telephone directory updates and annual billing inserts to be provided to incumbent and competitive local exchange carriers providing services in Wyoming.
- D. The total payment under this Contract shall not exceed eight hundred thousand dollars (\$800,000.00).

- E.** The source of funds for this Contract is the Agency's Telecommunications Relay Services program, which is comprised of one hundred percent (100%) earmarked, special revenue funds made available through a surcharge on all commercial and private telephone lines in Wyoming.
- F. Invoice Payment.** Payments of invoices will be based upon the Contractor successfully completing the deliverables and/or services, and upon the Agency's written acceptance of the deliverables and/or services. Payment shall be made pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract.
- (i)** Payment for TRS and CTS shall be made upon the Contractor submitting an original signed invoice to the Agency no later than twenty-one (21) days after the close of each calendar month.
  - (ii)** The Contractor shall submit a separate invoice quarterly itemizing all outreach and advertising charges. The itemized quarterly invoice shall be submitted by the Contractor within thirty (30) calendar days after the close of each contract quarter. The charges shall be for pre-approved services rendered and show the date(s) of completion or delivery. The invoice shall also include the cumulative amounts spent and the remaining outreach budget. Contract quarter means, each three (3) month increment of the Contract term starting August 1, 2011.
  - (iii)** The Agency shall pay each invoice submitted by the Contractor within forty-five (45) days of the Agency's receipt and approval of the Contractor's correct itemized invoice.
  - (iv) Disputed Charges.** If the Agency disputes a charge in good faith, the Agency may withhold payment of that charge if the Agency: (a) makes timely payment of all undisputed charges; and (b) within fifteen (15) days of the Agency's receipt of the Contractor's invoice, mails to the Contractor a written explanation of the Agency's reasons for disputing the charge. The parties agree to cooperate with each other to resolve promptly any disputed charge.
- G. Payment Retained.** Should the Contractor fail to comply with the provisions of this Contract, payment for portions of this Contract directly relating to such areas of non-compliance will be withheld until such time as the Contract terms have been implemented.
- H.** The Agency shall not compensate the Contractor for any costs incurred to start up or terminate the operations of the TRS and CTS.

- I. Prices negotiated under this Contract may be renegotiated if the Federal Communications Commission mandates additional requirements and/or services for TRS and/or CTS.
5. **Responsibilities of Contractor.** The services provided by the Contractor are described in the Statement of Work (Attachment A); Contractor's Price Proposal (Attachment B); and Service Level Performance Requirements (Attachment C). Statement of Work (Attachment A), Contractor's Price Proposal (Attachment B), and the Service Level Performance Requirements (Attachment C) are attached to this Contract and made part of this Contract by this reference.
6. **Responsibilities of Agency.** The responsibilities of the Agency are described in the Statement of Work (Attachment A) and in this Contract.
7. **Special Provisions.**
- A. **Conflicting Language.** Contract language in this document will have precedence and control over any language contained within the RFP NO. 0176-U, dated January 26, 2011; Statement of Work (Attachment A); Contractor's Price Proposal (Attachment B); and Service Level Performance Requirements (Attachment C) that conflicts with the signed and fully executed Contract.

In the event of a conflict between the Contract, the Statement of Work (Attachment A), or any other document incorporated by reference, the following order of documents shall govern, in the order listed: (1) the Contract; (2) the Statement of Work (Attachment A); (3) Contractor's Price Proposal (Attachment B); (4) the Service Level Performance Requirements (Attachment C); and then any other document incorporated by reference.

- B. **Monitor Activities.** The Contractor and its subcontractors shall make their facilities available for inspection, by the Agency and any contracted experts and/or consultants, at reasonable times in the ordinary course of business, subject to the following:
- (i) The Agency shall identify the facilities that may be subject to inspection under the Contract;
  - (ii) Such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to the Contractor's performance of this Contract;
  - (iii) The Agency shall provide reasonable prior written notice of any inspections; and
  - (iv) The Contractor and its subcontractors reserve the right to pre-approve and require any designees or representatives who are not employees of the

Agency to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.

- (v) Authorized representatives of the Agency may, upon adequate advance notice (which shall not be less than ten (10) business days) and solely at their own expense, visit the applicable CTS subcontractor service centers and during such visits may, in accordance with CTS subcontractor's policies and accompanied by CTS subcontractor's management personnel, inspect, monitor or otherwise evaluate the CapTel service being supplied only to Wyoming users. All inspections and evaluations shall be at reasonable times and conducted in a manner that will not unreasonably delay or interfere with CTS subcontractor's operations.
- C. **No Finder Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- D. **Nondiscrimination.** The Contractor and all subcontractors shall comply with the Civil Rights Act of 1964; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq.; the Age Discrimination Act of 1975; and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- E. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- F. **Service Outage.** In the event of a service outage, as defined in Paragraph three of Section 2.2, Operating Parameters, of the Service Level Performance Requirements (Attachment C), the Contractor shall be subjected to liquidated damages as stated in Section 2.2. The Contractor agrees to use its commercially reasonable efforts to restore the service to operational capacity.
- G. **Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract, whether or not subcontractors are used. The Agency reserves the right to reject any subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts for any of the work under this Contract without prior written approval from the Agency.
  - (i) The Contractor intends to engage the following subcontractors specifically for the proposed Contract with the Agency. The Agency hereby grants approval of these subcontractors.
    - (a) Captioned Telephone, Incorporated; and

**(b) Communication Service for the Deaf**

- (ii)** The parties agree that local exchange carriers shall not be considered subcontractors and the Contractor will not be responsible for the actions or inactions of access providers. In addition, the parties agree that the Agency's subcontractor approval rights or other subcontractor requirements set forth in this Contract are not applicable to any agreements, subcontracts or other business arrangements between the Contractor and its affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any products or services purchased or used by the Agency (collectively, "General Supply & Support Agreements") where such General Supply and Support Agreements were entered into for the purpose of providing products and services to Contractor's customers generally.

**H. Warranty of the Deliverables.** The Contractor shall warrant that all services will be performed on a timely basis in a professional, workmanship-like manner.

**I. Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency's Project Representative for this project is Lori Cielinski.

Any and all work performed under this Contract shall be subject to approval and acceptance by the Agency's Project Representative. Such approval and acceptance shall not be unreasonably withheld, conditioned or delayed. In no instance shall the Contractor's staff refer any matters to any Agency Director or Deputy Directors or any other official in Wyoming unless initial contact, both verbal and in writing, regarding the matter has first been presented to the Agency's Project Representative.

All correspondence from the Contractor shall be addressed directly to the Agency's Project Representative.

The Agency's Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables.

The Contractor shall perform their work in compliance with the standards stated in Statement of Work (Attachment A) and Service Level Performance Requirements (Attachment C).

**J. Limitations of Liability.**

- (i) Direct Damages.** The Contractor's maximum liability for damages caused by its failure(s) to perform its obligations under this Contract is limited to:

- (a) Proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the Contractor's negligent or willful misconduct; or
  - (b) Proven direct damages for all other claims arising out of this Contract, in the aggregate not to exceed eight hundred thousand dollars (\$800,000.00). The Agency's payment obligations and the Contractor's indemnification obligations under this Contract are excluded from this provision.
- (ii) **Consequential Damages.** Neither party shall be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the first Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Neither party shall unreasonably withhold their consent. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.
- D. **Audit/Access to Records.** The Contractor shall maintain in accordance with applicable laws and generally accepted commercial standards all relevant billing records directly relating to this Contract for a period of three (3) years following the date of acceptance of final payment under this Contract. Upon reasonable prior written notice, the Contractor shall make records relating to this Contract available to the Agency at the Contractor's business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of the Contractor's records, any third party auditor acting on behalf of the Agency shall be subject to prior approval by the Contractor, such approval shall not be unreasonably withheld, and may be

required, at the Contractor's sole discretion, to execute the Contractor's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing the Contractor's records. The Contractor shall reasonably cooperate with any such independent auditor, accountant, or accounting firm during the entire course of any audit authorized by the Agency.

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.

The Agency shall use its best efforts to secure sufficient funding to cover the proposed Contract. The Agency shall be liable for all products and services provided by the Contractor in accordance with the Contract through the date of termination under this Section.

- F. Award of Related Contracts.** The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
- H. Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** Commencing on the Effective Date of this Contract and continuing for a period of three (3) years from the termination of this Contract, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the term of this Contract, including, but not limited to, any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively, "Confidential Information"). The parties shall use Confidential Information only

for the purpose of this Contract. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that:

- (i) Is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality;
- (ii) Is or becomes publicly known, through no wrongful act or omission of the receiving party;
- (iii) Is received without restriction from a third party free to disclose it without obligation to the disclosing party;
- (iv) Is developed independently by the receiving party without reference to the Confidential Information; or
- (v) Is required to be disclosed by law, regulation, or court or government order.

All records and information pertinent to this Contract shall be confidential, and are subject to the Wyoming Public Records Act (Wyo. Stat. § 16-4-201 through § 16-4-205). The Agency shall provide the Contractor with prompt notice of any intended Wyoming Public Records Act disclosures or post-execution of Wyoming Public Records Act requests, citations to or copies of applicable Wyoming Public Records Act for review, and an appropriate opportunity to seek protection of the Contractor's confidential and proprietary information, consistent with all applicable laws and regulations.

- J. Entirety of Contract.** This Contract, consisting of eighteen (18) pages; Attachment A (Statement of Work), consisting of forty-five (45) pages; Attachment B (Contractor's Price Proposal), consisting of four (4) pages; and Attachment C (Service Level Performance Requirements), consisting of five (5) pages, represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** The Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act, Wyo. Stat. § 9-13-101, et seq., and any and all ethical standards governing the Contractor's profession.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**M. Indemnification.**

- (i) **Personal Injury, Death or Damage to Personal Property.** The Contractor shall indemnify and defend the Agency, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Contract and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the Contractor or its subcontractors, directors, officers, employees or authorized agents.
  
- (ii) **Intellectual Property.** The Contractor shall indemnify and defend the Agency, the Agency's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. The Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by:
  - (a) Functional or other specifications that were provided by or requested by the Agency; or
  - (b) The Agency's continued use of infringing services after the Contractor provides reasonable notice to the Agency of the infringement.

For any third party claim that the Contractor receives, or to minimize the potential for a claim, the Contractor may, at its option and expense, either:

- (a) Procure the right for the Agency to continue using the TRS and CTS services;
- (b) Replace or modify the services with comparable TRS and CTS services; or
- (c) Terminate the services after the Agency procures the TRS and CTS services of another TRS and CTS service provider.

(iii) **Rights of Indemnified Party.** To be indemnified, the Agency must:

- (a) Give the Contractor prompt written notice of the claim;
- (b) Give the Contractor full and complete authority, information and assistance for the claim's defense; and
- (c) Not, by any act including but not limited to any admission or acknowledgement, materially prejudice the Contractor's ability to satisfactorily defend or settle the claim. The Contractor shall retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The Agency will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense. No settlement shall be valid without the prior approval of the Agency. Such approval shall not be unreasonably withheld by the Agency.

**N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, worker's compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

**O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, overnight courier, email, or delivery in person.

**P. Notice of Sale or Transfer of the Contractor.** The Contractor shall provide the Agency with the earliest possible notice of any sale or transfer, or any merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the Agency determines that the merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.

**Q. Ownership of Outreach Deliverables.**

- (i) Except as otherwise provided in this Section, ownership of all Deliverables set forth in the Statement of Work (Attachment A) to this Contract and all outreach, and advertising, website, diagrams, illustrations, and printed materials developed for the Agency shall belong to the Agency and be transferred to the Agency upon full payment by the Agency to the Contractor for such Deliverables.
  
- (ii) License Grant and Term. The parties acknowledge and agree that to the extent any of the Deliverables under this Contract constitute Contractor Technology or contain, incorporate, reference or otherwise relate to Contractor Technology, The Contractor holds and retains all right, title and interest in such Contractor Technology and The Contractor is free to use and license such Contractor Technology as it deems appropriate and in the best interest of the Contractor. However, in order to allow the Agency the ability to continue to use the Deliverables that contain Contractor Technology in connection with Agency's use and operation of the Deliverables under this Contract, the Contractor hereby grants to the Agency a non-exclusive, perpetual license to use, demonstrate, and prepare derivative works based on, and reproduce with no right to modify Contractor Technology. In addition, the Contractor hereby grants to the Agency a non-exclusive license to use and demonstrate with no right to modify, prepare derivative works based on or reproduce the Limited Use Contractor Technology only through the period ending upon the termination of the Contract at which time such Limited Use Contractor Technology will be returned to the Contractor.
  
- (iii) Limited Use Contractor Technology includes the following:
  - (a) Taste of Technology presentations;
  - (b) Media Public Service Announcements ("Please don't hang up" PSA);
  - (c) Website content/design;
  - (d) All videos and video clippings posted on the Wyoming Relay website located at URL [www.wyomingrelay.com](http://www.wyomingrelay.com);
  - (e) All diagrams and illustrations on the website or in any printed materials produced or developed by the Contractor;
  - (f) The Contractor's logo;

- (g) All URL links to Contractor owned or operated websites, including <http://www.sprintip.com> and <http://www.sprintvrs.com>;
  - (h) The following telephone numbers:
    - (1) 900 Service: 900-230-3327;
    - (2) The Contractor's TRS International access: 605-224-1837 (toll-free number is 800-326-1938);
    - (3) CapTel English: 877-243-2823;
    - (4) CapTel Spanish: 866-217-3362;
    - (5) Customer Service TRS English: 800-676-3777; and
    - (6) Customer Service TRS Spanish: 800-676-4290.
  - (i) The "Customer Database Profile Form"; and
  - (j) All Contractor email addresses ending in "Sprint.com" or "mail.Sprint.com".
- (iv) License Restrictions. The Agency agrees to use the Contractor Technology solely for its intended use as provided for under the Contract and not for any other use without the prior written consent of the Contractor. In no event is the Agency authorized to sublicense or otherwise grant any other party any use of the Contractor Technology or modify, reverse engineer, decompile, disassemble or distribute the Contractor Technology.
- (v) Copies. The Agency shall reproduce and include copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Contractor Technology.
- (vi) "Contractor Technology" means intellectual property owned by the Contractor (including modifications, enhancements or improvements to such intellectual property developed hereunder), including the Contractor's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines; proprietary software; and the Contractor's confidential and/or proprietary information.
- (vii) "Deliverable" means the measureable, tangible items that must be produced by the Contractor and provided to the Agency in order to

complete a project or part of a project under this Contract, and which are set forth in the Statement of Work (Attachment A) to this Contract.

- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- S. Proof of Insurance.** The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and provided the corresponding certificates of insurance:
- (i) Commercial General Liability Insurance. The Contractor shall provide coverage during the entire term of this Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than two hundred fifty thousand dollars (\$250,000.00) per claimant and five hundred thousand dollars (\$500,000.00) per occurrence.
  - (ii) Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of this Contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
  - (iii) Workers' Compensation or Employers' Liability Insurance. The Contractor shall provide proof of workers' compensation coverage pursuant to the Wyoming Workers' Safety and Compensation program, if statutorily required, or such other workers' compensation insurance as appropriate. The Contractor's insurance shall include "Stop Gap" coverage in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease.
  - (iv) Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. The Contractor shall pay the premiums on all insurance certificates, which must include a clause stating that the insurance may not be canceled until the expiration of at least thirty (30) days advance written notice to the Agency.
  - (v) Agency/State May Insure for Contractor. In case of the breach of any provision of this section, the Agency or the State may, at the Agency's or

the State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor or subcontractor, as the Agency or the State may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract, but only for the period of non-compliance.

- (vi) Agency/State as Additional Insured. All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Agency and the State as an additional insured, and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The Contractor shall provide, upon request, a copy of an endorsement providing this coverage.
- (vii) Agency's/State's Right to Reject. The Agency and the State reserve the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.
- (viii) Agency's/State's Right to Contact Insurer. The Agency and the State shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - (a) Exclusions endorsed;
  - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
  - (c) If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
    - (1) Retroactive dates;
    - (2) Extended reporting periods or tails; and
    - (3) Any applicable deductibles.

**T. Sovereign Immunity.** The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

U. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

V. **Termination of Contract.**

(i) **Contractor's Right to Terminate.**

(a) The Contractor may suspend or terminate products or services or this Contract immediately if:

- (1) The Agency fails to cure its default of payment terms of this Contract;
- (2) The Agency fails to cure any material breach of this Contract within forty-five (45) days after receiving the Contractor's written notice of such breach; or
- (3) The Agency fails to comply with applicable laws or regulations and the Agency's noncompliance prevents the Contractor's performance under this Contract.

(b) If the Contractor terminates this Contract under this Contractor's Right to Terminate or Termination section, the Agency shall be liable for any products and services provided up to the date of termination, whether or not invoiced by the termination date.

(ii) **Agency's Right to Terminate.**

(a) **Material Failure.** The Agency may terminate this Contract if:

- (1) The Contractor materially fails to provide a product or service. The Contractor's material failure does not include a failure caused by the Agency or a failure identified in the "Force Majeure" section;
- (2) The Agency provides the Contractor with written notice of the failure and an opportunity to cure the failure within thirty (30) days from Contractor's receipt of notice;
- (3) The Contractor fails to cure the material failure within the thirty (30) day cure period;
- (4) The Agency provides the Contractor with written notice of the Contractor's failure to cure; and

(5) The Agency elects to terminate this Contract.

(b) **Termination for Convenience.** The Agency may terminate this Contract during the Contract's term by providing thirty (30) days' written notice to the Contractor. If the Agency exercises its right to terminate for convenience, the Agency must pay the Contractor all fees and charges for products and services received up to the effective date of termination.

**W. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**X. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

**Y. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

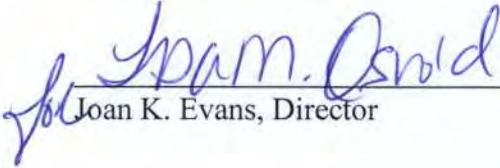
**Z. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

**AGENCY:**

Department of Workforce Services

  
Joan K. Evans, Director

5/23/11  
Date

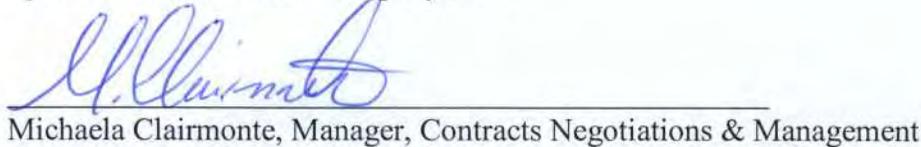
Division of Vocational Rehabilitation

  
Keith J. McIntosh, Administrator

5-23-11  
Date

**CONTRACTOR:**

Sprint Communications Company, L.P.

  
Michaela Clairmonte, Manager, Contracts Negotiations & Management

5/20/2011  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 # 71964  
Robert L. Lanter, Senior Assistant Attorney General

5-16-11  
Date

Approved by  
Public Sector Legal  
as to legal form

KAC 5-20-11

# STATEMENT OF WORK

## ATTACHMENT A

*Telecommunications Relay Service and  
Captioned Telephone Relay Service*

Provided by:  
Sprint Communications Company, L.P.  
12502 Sunrise Valley Drive, Reston, VA 20196  
703-433-8581

***August 1, 2011***

## General Description

This document is intended as a Statement of Work (SOW) to identify and describe important milestones and deliverables and to describe the Contractor's and Agency's responsibilities for Wyoming's telecommunications relay service and captioned telephone relay service. The goal of the project is to implement and provide a full-service, confidential, statewide, 24-hours-per-day, 7-days-per-week, state-of-the-art, functionally-equivalent telecommunications relay service (TRS) and captioned telephone relay service (CTS) which meets the Division of Vocational Rehabilitation's needs and expectations as described in RFP No. 0176-U, as well as any current or future standards established by the Americans with Disabilities Act (ADA) and the Federal Communications Commission (FCC).

## Timeline and Deliverables

The term of the Contract is from August 1, 2011, through July 31, 2013. The Contract duration shall be for two (2) years. The Contract may be renewed under the same terms and conditions with the exception of any new purchased features, by agreement of both parties in writing and subject to the required approval(s) for a period not to exceed one (1) additional year, and said option to extend this Contract for a one (1) year period shall be in effect for each year thereafter for a total period not to exceed four (4) additional years. There is no right or expectation of renewal.

### **UPON CONTRACT AWARD**

1. A specific timeline for the Implementation Plan (Provided in Contractor's Proposal Section 6, subsection 8.1, pgs. 338-341).
2. A Communication Plan (Provided in Contractor's Proposal Section 6, subsection 2.2.1, pgs. 80-81, and Appendix 5, pgs. 491-497).

### **AFTER CONTRACT AWARD BUT PRIOR TO IMPLEMENTATION DATE**

3. Certificate of Insurance.

### **IMPLEMENTATION DATE**

4. Full Wyoming TRS and CTS operations commence on August 1, 2011.

### **WITHIN THIRTY (30) DAYS OF CONTRACT EXECUTION**

5. Complete Relay Operator Policies and Procedures Manual for TRS operators.
6. Complete TRS Operator Training Manuals and Materials.
7. TRS Operator Proficiency Examinations.
8. A complete, detailed list of all macros used or planned to be used.
9. A list of all TRS operators by identifying number with their most recently tested typing speed.

10. A list of the range of operator numbers that will be used for each relay center that Wyoming TRS traffic is routed to.

#### **WITHIN SIXTY (60) DAYS OF CONTRACT EXECUTION**

11. Determination of all the types of data available for reporting purposes to set up any additional regular monthly reports.

#### **WITHIN SIX (6) MONTHS OF CONTRACT EXECUTION**

12. A plan to encourage all IXC and dial-around services operating in Wyoming to be available for Wyoming TRS and CTS calls. This plan shall also ensure that these carriers are informed of the steps required to allow their calls to be processed through relay service.
13. A list of all carriers contacted, a Point of Contact (POC) for each carrier, and the status of the carrier's availability through Wyoming Relay.
14. Contractor shall verify the accuracy of the PSAP listings for Wyoming PSAP numbers.

#### **MONTHLY**

15. A monthly invoice for Wyoming's TRS and CTS services for each calendar month, no later than twenty-one (21) days after the close of each month.
16. A monthly report which captures all of Wyoming's TRS and CTS activity of one calendar month.
17. Monthly average transcription and error rate for all CTS operators included in the monthly report.

#### **QUARTERLY**

18. An outreach invoice itemizing all pre-approved outreach, marketing, and advertising charges and displaying the services provided and date(s) of completion or delivery; annual outreach balance at the beginning of the billing cycle; cumulative amounts spent; and the remaining outreach balance at the end of the billing cycle.

#### **EVERY SIX (6) MONTHS**

19. Verification of the accuracy of the list of Wyoming PSAP numbers with a report to the Agency of all PSAP phone numbers.

#### **ANNUALLY**

20. Twenty (20) hard copies of a professional, comprehensive annual report which includes, but is not limited to the following: Statistical Summary of Usage; Wyoming Relay Service Trends; Customer Complaints and Commendations; Traffic Analysis; Problem Resolution and Quality Assurance Initiatives; Service Performance; Outreach Activities (including Marketing, Advertising and Education); Traffic Projections; Future Trends; Industry Initiatives; Carriers Participating in Wyoming Relay Service COC

Program; and New Features Products, and Enhancements. The annual report shall be due within forty-five (45) calendar days of the end of each contract year. The Account Manager shall present the annual report to the Wyoming Telecommunications Relay Service Advisory Committee.

21. A list of all carriers with a presence at any relay center switch processing Wyoming's TRS or CTS calls. This carrier of choice contact list is to be included as part of the annual report and shall include a list of all carriers contacted, a Point of Contact (POC) for each carrier, and the status of the carrier's availability through Wyoming Relay.
22. A list of all TRS operators by identifying number with their most recently tested typing speed.
23. Provided as part of the price per session minute for TRS and CTS, professional-grade informational materials with explanations of all TRS and CTS features/services and an up-to-date list of all current Wyoming Relay Service access numbers and CTS numbers, to be distributed to all local exchange carriers on a list provided by the Agency. These are local exchange carriers who service Wyoming and publish telephone directories, and include providers of directory assistance services. The Contractor shall actively solicit input on all materials from the Agency prior to distribution. The Contractor shall not be responsible for any actions or inactions of any local exchange companies. Contractor will request that each carrier self-certify that it is in compliance with the information provided or that it will update its information with customers accordingly. Contractor will inform the Agency of all carriers who fail to comply.
24. Annual marketing and advertising plan, goals, and budget developed in cooperation with the Agency.
25. Provided as part of the price per session minute for TRS and CTS, professional-grade informational materials which shall include all Wyoming TRS and CTS access numbers to be distributed to all local exchange carriers on a list provided by the Agency. This information shall be for use as billing inserts. The Contractor shall actively solicit input on all materials from the Agency prior to distribution. The Contractor shall not be responsible for any actions or inactions of any local exchange companies. Contractor will request that each carrier self-certify that it is in compliance with the information provided or that it will update its information with customers accordingly. Contractor will inform the Agency of all carriers who fail to comply.
26. An annual narrative report and log summarizing and tabulating the monthly information regarding complaints for all types of TRS calls and CTS calls, including the total number of all complaints received for each twelve (12) month period ending May 31. The log must be received by the Agency in electronic Microsoft Word-compatible format no later than June 14 of each year. The Annual Complaint Log must contain (at a minimum) the following reporting categories for each complaint: the date the complaint was filed; the nature of the complaint; the date of resolution; the complaint tracking number; and an explanation of the resolution.

### **EVERY FIVE (5) YEARS**

27. Information, materials and assistance to complete FCC recertification and to substantiate compliance, due to Agency on or before April 30, 2012.

### **AS CHANGES OR UPDATES OCCUR**

28. Relay Operator Policies and Procedures Manual for TRS operators.
29. TRS Operator Training Manual.
30. Modifications to the list of macros shall be given to the Agency at least one week prior to implementation.
31. Résumé of Account Manager(s) and a description of their full duties, a list of any other states assigned to the Account Manager(s), and the address of the primary office of the Account Manager(s).
32. PSAP verification report.
33. A list of the range of operator numbers that will be used for each relay center that Wyoming TRS traffic is routed to.

## **Change Control Management and Dispute Resolution**

The Contractor shall maintain a change control process and seek approval through the Agency for all changes to the Statement of Work herein described. Included in this documentation seeking approval shall be the reason for the change, a comprehensive description of the work to be performed, an estimate of the time and cost to complete task(s), completion date for the change, and ramifications to the relay operations.

If unforeseen circumstances arise where a dispute resolution might be needed, Contractor shall submit (in writing) a description of the problem and proposed resolution to the Agency's Contract Administrator and primary point of contact (Lori Cielinski) for her consideration.

In the event it is determined that a change to the Statement of Work is required, a Contract amendment shall be made to the Contract.

## **Responsibilities of Agency**

Contractor will rely on the Agency to provide the necessary guidance, contact information, review of milestones as they are completed, and general responsiveness to project needs and questions as they arise. Contractor appreciates any input and/or critiques, and will work closely with the primary point of contact to ensure all goals and requirements of this project are met.

Upon the Agency's receipt and approval of an invoice from the Contractor, the Agency shall pay the invoice within the normal accounts payable processing time, not to exceed forty-five (45) days.

The Agency will annually provide a list of all known local exchange carriers to the Contractor for the purpose of the Contractor providing the local exchange carriers explanations of all TRS and CTS

services and an up-to-date list of all current Wyoming Relay service and CTS access numbers for inclusion in telephone directories and telephone billing inserts. These are local exchange carriers who service Wyoming as well as publish telephone directories and include providers of directory assistance services. The Agency shall provide input and approval on all materials prior to distribution.

## Responsibilities of Contractor

### Scope of Project

The Contractor shall provide TRS (known as Wyoming Relay Service) and CTS in a uniform and coordinated manner on a statewide basis. The Contractor shall ensure that people who are Deaf, Hard of Hearing, Deaf-Blind or Speech Impaired have full access to the telecommunications network using the assistance of the relay services.

The Contractor shall provide users access to the telephone network which is functionally equivalent to that provided to those who are not impaired in their ability to use the telephone including, but not limited to, the following features: (a) comparable cost to consumers; (b) call blockages no different than those experienced by non-TRS callers; (c) allowing choice of carriers for all types of long distance and toll calls; (d) real-time communications in transmission and reception of text and speech; and (e) using advanced and efficient technology as it becomes available and technically feasible. When a call is placed through Wyoming Relay or CTS, the user shall be billed in the same manner that a non-relay user would be billed. The relay user shall only be billed for conversation time on toll calls. Wyoming Relay users shall be able to bill their calls to non-proprietary LEC (local) or IXC (long distance) calling cards, debit cards, prepaid cards and any credit card offered by the user's carrier of choice (if the carrier is a participant of the Contractor's COC program). The Contractor shall work with the Wyoming LECs and IXCs to compile and make available to all users a list of acceptable calling cards. To ensure a consistent level of service, the Contractor shall equip its network with a sufficient number of relay operators and circuit trunks to handle Wyoming's relay traffic. The Contractor's platform shall be capable of expanding services in response to increased demand while continuing to meet or exceed all traffic and operational standards listed in these requirements.

Wyoming Relay Service and CTS shall be available at all times (24 hours per day, 7 days per week, 365 days per year, including holidays) with no limit on the number or length of calls. Wyoming citizens shall be able to place relay calls to and receive relay calls from all other persons in Wyoming, the nation, and the world, and they shall be able to utilize alternative billing arrangements including, but not limited to, calling cards, collect, third-party, person-to-person and prepaid calling cards.

In addition to three-digit 7-1-1 dialing, the existing Agency-owned, nationwide, toll-free numbers shall be used. The Contractor shall provide additional toll-free numbers to support 900 calls, Deaf-Blind services and Spanish-to-English translation. All current toll-free numbers and any additional toll-free numbers provided under this solicitation shall remain the property of the Agency. The current toll-free numbers for access to Wyoming Relay are:

877-711-9982	Translation Code for 7-1-1
866-674-6832	Translation Code for VoIP 7-1-1
800-877-9965	TTY/ASCII/HCO
800-877-9975	Voice
877-877-1474	VCO
877-787-0503	STS

800-829-2783  
888-694-4450

Spanish  
Wyoming Relay Customer Service

Wyoming Relay Service shall comply with all state and federal requirements for intrastate and interstate telecommunications relay service. At a minimum, it shall comply with all current FCC Regulations for the Provision of Telecommunications Relay Services (TRS) pursuant to Title IV of the Americans with Disabilities Act (ADA), Pub. L. No. 101-336, § 401, 104 Stat. 327, 366-69 (adding Section 225 to the Communications Act of 1934, as amended), 47 U.S.C. § 225; 47 C.F.R. § 64.601-64.606 and any future standards relating to TRS and CTS adopted by the FCC, or regulations codified by the FCC. If there is any discrepancy between any of these requirements, the more stringent requirements shall apply. The Agency may negotiate with the Contractor in the event of FCC mandated changes in the provision of relay services which require an increase in price. FCC Standards relating to TRS and CTS may be found at: <http://www.fcc.gov/cgb/dro/4regs.html>

The Contractor shall update its state recertification guidelines to include all new TRS mandates and assist the Agency in renewing FCC certification by providing necessary information and materials to substantiate compliance. In addition, the Contractor shall assist the State in filing customer complaint reports as required annually by the FCC.

CTS shall meet or exceed all FCC requirements including, but not limited to, all provisions of FCC CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003, and FCC CG Docket No. 03-123 ORDER released August 14, 2006, with exception of the following current FCC waivers: STS; HCO; CA requirements: interpretation of typewritten ASL, oral-to-type test, not refusing single or sequential calls, and gender preferences; interrupt functionality; call release; ASCII and Baudot format; and 7-1-1 dialing access for outbound calls.

The Contractor shall provide all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as needed for the implementation and operation of Wyoming Relay Service and CTS.

### **Work Environments and Location of Relay Centers**

Contractor's relay centers shall be located within the United States. The Contractor shall provide a proven, reliable network solution which routes calls to the first available relay operator in one of the call centers. TRS centers are currently located in Moorhead, Minnesota; Sioux Falls, South Dakota; Independence, Missouri; Lubbock, Texas; Austin, Texas; Dayton, Ohio; Syracuse, New York; and Honolulu, Hawai'i. CTS centers which process both English and Spanish calls are currently located in Milwaukee, Wisconsin and Madison, Wisconsin. CTS customer service is handled at the Madison, Wisconsin center. The Contractor's network of relay call centers is comprised of call processing centers owned by the Contractor and call centers operated by long-term, respected subcontractors. The Contractor shall provide specialty relay operators who demonstrate a high proficiency in handling VCO calls which shall be accessible to Wyoming Relay users who dial the dedicated VCO number (877-877-1474). These operators are currently located at the Independence, Missouri center. The Contractor shall provide specially trained Speech-to-Speech relay operators who are proficient at recognizing and translating a wide array of speech patterns. These operators are currently located at the Dayton, Ohio center. The Contractor shall provide Spanish-language relay services which are processed via a group of proficient, bilingual relay operators who provide full relay services (not just translation) at bilingual workstations modified to provide macros and other functions to the caller in their preferred language. Spanish-language relay services are provided at relay centers located in Lubbock, Texas and Syracuse, New York. The Contractor shall notify the Agency and obtain approval prior to changing any call center locations or routing procedures for Wyoming's TRS and/or CTS calls.

Each relay operator shall be trained on the culture and terminology of Wyoming. The Contractor shall ensure that relay operators at each relay center location receive Wyoming-specific training. To familiarize relay operators with the spelling and pronunciation of common Wyoming words, the Contractor may use fun, informative puzzles and other training materials that are specific to Wyoming. All of the Contractor's TRS relay operators shall be screened to ensure that they have neutral accents which can be easily understood by Wyoming citizens. It should be noted that the CTS operator's voice is not heard by relay users.

The Contractor shall make TRS centers processing Wyoming's relay calls available for inspection and monitoring at reasonable times in the ordinary course of business, subject to the following: (a) the Agency shall identify the facilities that may be subject to inspection under the Contract; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to Contractor's performance of this Contract; (c) the Agency shall provide reasonable prior written notice of any inspections; and (d) Contractor and its subcontractors reserve the right to pre-approve and require any designees or representatives who are not employees of the Agency to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.

The Contractor shall make CTS facilities available for inspection and monitoring by authorized representatives of the Agency, subject to the following: (a) adequate advance notice (which shall not be less than ten (10) working days); (b) solely at the Agency's expense; (c) in accordance with CTS subcontractor's policies; (d) accompanied by CTS subcontractor's management personnel; (e) limited to those services being supplied to Wyoming users; and (f) all inspections and evaluations shall be at reasonable times and conducted in a manner that will not unreasonably delay or interfere with CTS subcontractor's operations.

Relay operator performance of their relay function shall be physically located and performed within Contractor's established and secured TRS and/or CTS call centers. The Agency may grant an exception to this requirement if a pandemic or other extreme emergency situation were to occur.

The Contractor shall implement and maintain procedural and environmental measures to prevent and detect unauthorized entry, protect customer information, and ensure uninterrupted TRS operations, including, but not limited to, the following:

- Security key access shall be required for all TRS facilities
- All visitors to a TRS facility shall be required to sign a visitor control log, which is retained by the Facility Control Manager for at least one year.
- Visitors shall not be allowed in the relay operator work areas
- All employees shall wear ID badges identifying the employee by photo.
- No one shall be allowed access to facility without proper identification.
- The following areas shall be covered by closed circuit television (CCTV) cameras:
  - All exterior doors
  - Parking areas and roadways
  - Emergency generators and related fuel storage tanks
  - Ground-level HVAC, equipment cooling, and electrical and telephone service equipment/appearances
  - Vehicular and pedestrian gates in perimeter fencing
  - All interior doors connected to either an alarm or access control system
  - Visitor processing/reception areas
- All relay operator workstations are considered highly classified and therefore, the Contractor shall ensure the operator workstations are located in a secured work area only accessible by key-card access.

- Relay operator workstation areas shall be located away from windows which could compromise the work areas.
- Relay operator workstations that are in set-in cubicles shall be bordered by high sound-absorption acoustic tiles, and relay operators shall wear special noise-reducing headsets.
- Access alarms shall be monitored continuously by a Network Operations Surveillance Center, a Wireless Network Management Center or a commercial central station. In the event of an alarm condition, an appropriate response (including dispatch of law enforcement personnel, where appropriate) shall be initiated.
- Electronic security measures shall be deployed to secure and protect resources and computer components located in support rooms or closets from unauthorized access. These components may include servers, routers, and other telecommunications equipment. The doors to such rooms shall be locked to prevent unauthorized access, and keys or combinations shall be issued only to those persons having a continuing need for access.
- Facility support equipment (e.g. emergency generators, batteries, and HVAC) shall not be located below ground level. Critical equipment/operations shall not be located on floors designated by fire code as fire stairway re-entry points. Where feasible, rooms containing technical equipment (e.g. switches, servers, and routers) shall be located so they are not on exterior walls or below ground level.
- Any external windows in equipment areas shall be opaque and protected by heavyweight security film attached to the window frame.
- Glass break detectors shall cover all external glass. All exterior doors, and all interior doors leading from an open corridor into a limited access area, shall have door alarm contacts installed. Doors leading to vaults serving critical facilities shall be alarmed. Alarm systems shall use two separate communication paths that terminate at two separate and staffed monitoring locations for alarm annunciation.

The Contractor shall conduct recurring physical security assessments of critical facilities to ensure compliance with internal security requirements, and to identify risks requiring mitigation.

The Contractor's TRS and CTS call centers shall be designed, constructed and operated in a manner that ensures privacy and confidentiality of conversations are maintained at all times. Relay operator workspace equipment and structural accommodations shall eliminate "crosstalk" (i.e. one caller hearing another caller's conversation). Such incidents will be considered a breach of confidentiality on the part of the Contractor.

Contractors shall ensure that the work area for STS relay operators is quiet and free from distractions so that STS relay operators have the ability to hear and concentrate on STS users' speech.

### **Communication and Outreach Requirements**

The Contractor shall notify the Agency of any changes to the Communication Plan.

The Contractor shall provide an Account Manager who is a single point of contact. Information requested by the Agency shall be provided by the Account Manager in an expeditious and efficient manner to avoid the need for escalation of problems. All information provided to the Agency shall have the name and position of the person(s) providing the information to the Account Manager. The Account Manager shall take ownership of all issues or requests. Once an issue or request is identified and assigned, the Account Manager owns the issue or request until full resolution. The Agency and/or customers do not need to make multiple calls to various Contractor organizations for status and/or resolution. The Contractor shall ensure that Contractor's staff record, track, and communicate the

status and results of any inquiry. The Account Manager shall communicate with the Agency and/or relay user using the method preferred by the Agency or the relay user.

The Contractor shall have well-defined escalation paths that aid in quick resolution of issues and requests. The Account Manager shall have a thorough understanding of these escalation processes and how to initiate them without requiring an Agency or relay user request.

The Account Manager's responsibilities shall include but not be limited to: FCC reporting; liaison between Contractor and the Agency; maintenance of the complaint log; complaint reporting to the Agency; monthly reports; the annual report; MapInfo; delivery of reports and invoices; Contract compliance; serve as the Contractor's representative on issues pertaining to Wyoming Relay outreach and education; include the Agency in any evaluations of the relay system; be available to receive input from Wyoming Relay users; development of methodology to solicit consumer input in a timely manner; compile all feedback gathered from Consumer Survey cards and those collected in community forums and activities; and—with input from the Agency—design and implement the outreach plans.

If the Account Manager position is re-assigned to another individual during the term of the Contract, a detailed résumé of the replacement Account Manager shall be provided to the Agency within thirty (30) days of the re-assignment. At a minimum, the résumé must document the following qualifications: strong customer relations skills; excellent presentation skills; computer literacy; excellent oral and written communication skills; strong knowledge of American Sign Language; Deaf Culture awareness/sensitivity; understanding of the issues relevant to hard-of-hearing, speech-impaired and senior citizen users; and a Bachelor's degree or equivalent experience totaling five (5) years of post-high school.

The Account Manager shall have the responsibility of working with the Agency on all Contract compliance issues. The Account Manager shall have an in-depth knowledge of the state relay Contract requirements.

The Contractor shall ensure that the Account Manager and/or any other staff have sufficient equipment and all other resources, including financial, which are necessary to provide outreach services. This shall include, but is not limited to: audio-visual equipment; interpreters or other accommodations; travel budget; etc.

The Account Manager shall work closely with the Agency's Contract Administrator to ensure accurate flow of information between the Agency, relay users, and the general public. The Contractor shall provide outreach activities to ensure that information, education, and technical assistance is available to all user communities and to the general public. The Account Manager (and/or other Contractor's qualified personnel), in consultation with the Agency, shall provide—at a minimum—ten (10) education/outreach activities per year to generate public awareness and to promote the use of Wyoming Relay and CTS. (Presentations at the TRS Advisory Committee meetings do not count toward the ten (10) activities.) Educational activities may include, but are not limited to, meetings, presentations, and/or booths at: consumer organizations; business organizations; health fairs; professional and trade organizations; and/or other public gatherings. Educational activities shall be conducted statewide and in a format easily understood by the users, with updates as changes to TRS and CTS occur. These ten (10) educational/outreach activities shall be provided as part of TRS and CTS and at no additional cost to the Agency.

The Account Manager shall present service and outreach information at all Telecommunications Relay Service Advisory Committee meetings. These meetings are held approximately two (2) to three (3) times per year. All expenses for the Account Manager and any additional Contractor's staff to attend these meetings shall be provided as part of TRS and CTS and at no additional cost to the Agency.

The Contractor shall solicit on-going feedback about public awareness campaigns (including targeted outreach efforts), personnel training and Customer Service satisfaction from Telecommunications Relay Service Advisory Committee members and meeting attendees on its service and products. The Contractor shall honor member requests for additional information or presentations on specific segments of the services provided to Wyoming Relay, including new product enhancements.

The Account Manager shall provide monthly status reports outlining service issues, outreach progress updates, accomplishments, and compliance with milestones and delivery dates. The Contractor shall work with the Agency to determine the preferred format for these reports.

The Contractor shall provide an outreach and advertising budget of one hundred ten thousand dollars (\$110,000.00) annually to be spent on professional advertising, public relations, and marketing of Wyoming Relay. The funds expended shall be above and beyond all other efforts outlined in the RFP and Statement of Work which are recovered as part of the price per session minute. The outreach and advertising expense is a separate, recoverable cost on a dollar-for dollar basis.

The Contractor's Account Manager shall create a marketing plan and corresponding outreach budget, which shall include a targeted marketing plan, budget breakdown and timelines. The Account Manager shall follow these steps:

1. Consult with Agency to determine the Agency's marketing and outreach objectives;
2. Create a detailed draft marketing and outreach plan, including timelines and desired outcomes/materials;
3. Submit a detailed draft budget summary plan/proposal to Agency for consideration and recommendations;
4. Modify and submit a second draft budget summary plan/proposal to Agency for final approval; and
5. Execute the marketing and outreach plan for TRS and CTS.

Marketing and advertising shall be effective, appropriate, consistent with the program goals, and reflect the culture and values of Wyoming's citizens. The goal of advertising, public relations, and marketing shall be to increase public awareness of current and enhanced services as they become available, and to promote the use of Wyoming Relay and CTS. All outreach and marketing materials, both visual and verbal, shall refer to Wyoming Relay, not to the Contractor's company name. The Contractor's name and/or logo may appear as the provider of Wyoming Relay in a smaller font, subject to the prior approval of the Agency.

The Contractor, in collaboration with the Agency, shall develop and implement outreach efforts to underserved markets which may include, but are not limited to: veterans; STS users; Native Americans; Spanish-speaking users; teenagers; baby boomers; cochlear implant users; and users who are Deaf-Blind.

The Contractor shall ensure that information regarding a customer's ability to select his or her preferred long-distance carrier via the relay service is included in all appropriate outreach materials.

The Contractor shall ensure that all materials are understandable by a majority of the communities with disabilities and updated as changes to TRS and CTS occur. All print materials shall be accessible to all consumer groups. This may include, but is not limited to, the development of materials in: Braille; sign language; pictorial format; written Spanish; and written English with large font or utilizing captions.

The Contractor shall quarterly submit to Agency a separate invoice itemizing all outreach and

advertising charges, including date of completion or delivery.

The Account Manager shall submit monthly TRS and CTS Outreach and Marketing budget reports, including expenditures, to the Agency.

Letterhead used for Wyoming Relay and Wyoming CTS business (such as customer contact) shall be that of Wyoming Relay, not the Contractor's business letterhead. The Contractor's name or logo may appear in smaller font as the provider of Wyoming Relay, subject to the prior approval of the Agency.

## **Equipment**

The Contractor shall furnish all necessary telecommunications equipment and software required to comply with the provisions of the RFP, Statement of Work and Contract which may include but is not limited to:

- Local exchange Company and Interexchange Carrier facilities to complete local and long distance (toll) calls. The Carrier used for toll calls is determined by the caller's selection (Carrier-of-Choice), in accordance with ADA requirements.
- All-digital switching system and PC-based relay operator terminals on a Local Area Network (LAN)
- Relay Operator terminals with Contractor-developed software (TRS) or CTI-developed software (CTI)

End-user equipment or software shall not be included in this Contract.

The Contractor's TRS and CTS call centers shall be equipped with redundant systems for power, ACD/telecom switching equipment, call processing servers, data network servers, and LAN gear.

The Contractor's transmission circuits shall meet or exceed FCC interexchange performance standards for circuit loss and noise, including the ANSI T1.506-1997, Network Performance - Transmission Specifications for Switched Exchange Access Network standards.

Contractor's modems shall be auto-answer and auto-switchable at all speeds.

The Contractor shall ensure that Wyoming Relay Service users have the ability to connect to TRS using all generally available equipment, including, but not limited to, the following: TTYs using Baudot protocols (domestic and international); TTYs featuring Turbocode high-speed capability; TTYs featuring Enhanced Turbocode; Voice Carry Over (VCO) phones; computers using ASCII protocols; and standard telephone line (Voice and Speech-to-Speech users).

## **System of Wyoming IT Standards**

Contractor's services, work products and final deliverables shall be provided in full compliance with Wyoming IT Standards, including State Statutes, Chief Information Officer (CIO) Promulgated Rules, and State Information Technology (IT) policies and standards for required system hardware, software and development components. These standards can be found as follows:

1. State Statutes on TRS:  
<http://legisweb.state.wy.us/statutes/statutes.aspx?file=titles/Title16/T16CH9AR2.htm>

2. State of Wyoming CIO Promulgated Rules on Electronic Transactions: <http://cio.state.wy.us/CIOPromulgatedRules.aspx>
3. State of Wyoming IT Standards: <http://cio.state.wy.us/standards/srce/web/default.htm>

## Call Types Required

The Contractor shall ensure that Wyoming's relay service users can initiate or receive calls using their preferred call type mode. The Contractor shall be capable of handling any type of call normally provided by telecommunications carriers unless the FCC determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call. The Contractor shall answer all dedicated lines for specific types first in that call type with the ability to switch to any other call type when desired by the inbound caller. All call types will be reimbursed on a standard session minute basis. The Contractor shall ensure the capability to process the following call types: Text (ASCII, TTY, E-Turbo)-to-Voice; Voice-to-Text (ASCII, TTY, E-Turbo); Voice Carry Over (VCO); 2-Line VCO; VCO-to-TTY; TTY-to-VCO; VCO-to-VCO; Hearing Carry Over (HCO); 2-Line HCO; HCO-to-TTY; TTY-to-HCO; HCO-to-HCO; VCO-to-HCO; HCO-to-VCO; Speech-to-Speech (STS) (available in English and Spanish ) to and from other TRS types (Voice, TTY, VCO, HCO, STS); Spanish-to-Spanish for all TRS call types; Spanish-to-Spanish for all CTS call types; Spanish to English for all applicable TRS call types (excludes types requiring simultaneous translation, i.e. VCO and STS); CTS to and from other TRS types (TTY, VCO, HCO, STS); and 2-Line CTS.

The Contractor shall allow VCO users to access the service by registering a Customer Profile, requesting to use this service on a call-by-call basis, or by dialing the dedicated toll-free number. The relay operator shall honor the VCO caller's preference regarding announcing or explaining each call. The relay operator shall always process calls according to the VCO user's preferences, FCC guidelines and State requirements.

The Contractor shall allow VCO access through direct connect mode or acoustic mode. VCO users shall be able to choose to set up calls using their voice or set up calls via TTY transmission.

The Contractor shall provide VCO attribute-based routing via the designated toll-free number. Relay operators who demonstrate a high proficiency in handling VCO calls shall receive specialized VCO training and shall be designated targets for VCO calls.

The Contractor shall provide VCO users with the ability to request 'VCO with Privacy'. When the relay user requests 'VCO with Privacy', the relay operator shall not listen to the VCO user's voiced messages and no "GA" is needed from the VCO user. The voice user is heard by the relay operator and gives the "GA" each time to alert the relay operator that he/she is finished speaking.

The Contractor shall allow the option for VCO users to choose to have their telephone numbers permanently branded as VCO calls. When a telephone number is branded as VCO, each call into 7-1-1 or Customer Service receives a unique greeting which allows the user to voice his/her call set-up instructions to the relay operator directly.

The Contractor shall offer Reverse 2-Line VCO (R2LVCO) which allows Voice users the ability to call the R2LVCO user. The R2LVCO user receives the call and connects to the operator via a standard telephone with three-way calling. The operator dials the second (TTY) telephone at the R2LVCO user's location. The R2LVCO user speaks directly to the hearing person on one (Voice) line and uses the second (TTY) telephone to receive the operator's typed responses voiced by the hearing person. Like 2LVCO, there is no need to give the "GA" or wait a turn, allowing for a smoother and more natural flow of conversation.

The Contractor shall offer voice progression technology for HCO users. Voice progression technology allows the user to hear the call set-up, ringing and the called-party answering the telephone.

The Contractor shall allow HCO users the ability to request 'HCO with Privacy'. This enhancement provides the HCO caller added privacy on their call because the relay operator does not hear the hearing users' voiced messages. The relay operator is engaged only to voice the HCO user's typed message.

The Contractor shall allow HCO users to have the option to have their telephone numbers permanently branded as HCO. When a telephone number is branded as HCO, each call into relay receives a unique greeting, allowing the HCO user to listen directly to the operator rather than initiating contact through the TTY.

Contractor's relay operators shall honor the HCO caller's preference regarding announcing or explaining each call. The relay operator shall process the call according to the HCO user's preferences, FCC guidelines and State requirements.

The Contractor shall offer Reverse 2-Line HCO (R2LHCO). Reverse 2-Line HCO allows a Voice caller the ability to initiate a call to the R2LHCO user. The R2LHCO user receives the call and connects to the relay operator via the standard phone with three-way calling. The relay operator dials the second (TTY) telephone at the R2LHCO user's location. The R2LHCO user listens to the voice caller on one (Voice) line and uses the second (TTY) telephone to type their responses to the relay operator who then voices to the hearing person. There is no need to give the "GA" or wait a turn, allowing for a smoother and more natural flow of conversation.

The Contractor shall provide Spanish Relay Services to Wyoming Relay. The Contractor's Spanish relay service operators shall be proficient in both Spanish and English languages. The Contractor shall offer Spanish-to-Spanish TRS and Spanish-to-English TRS twenty-four (24) hours-per-day, seven (7) days-per-week. The Contractor shall provide macros and other functions to the caller in Spanish.

The Contractor shall establish an additional toll-free TRS access number which will be used for Spanish-to-English relay service. This additional telephone access number shall remain the property of the State of Wyoming. Wyoming Relay Service callers needing Spanish-language service shall have the option of dialing 7-1-1. The Contractor shall provide callers to 7-1-1 needing Spanish-Language relay the option of transferring to a Spanish-Language operator or being provided with a Wyoming Relay Spanish-language toll-free access number.

The Contractor shall provide a separate national Customer Service number which shall be accessible for Wyoming Relay Service customers (1-800-676-4290) who speak Spanish. This number shall be answered by a live Customer Service representative twenty-four (24) hours-per-day for the purpose of assisting with information on placing a relay call, tips for improving the efficiency of relay calls, information on new relay service functions, changes in the service, and to accept commendations and complaints. The Contractor shall not charge the Agency for any costs associated with Spanish TRS Customer Service. The Spanish TRS Customer Service national toll-free access number shall remain the property of the Contractor.

The Contractor shall offer Spanish Language CTS calls for Wyoming users. At a minimum, Spanish CTS service shall be available between the hours of 7:00 AM to 11:00 PM CST, seven (7) days-per-week, three hundred sixty-five (365) days-per-year. It should be noted that calls must be processed in only one language (Spanish or English). The Contractor shall provide access to VCO in either English or Spanish twenty-four (24) hours-per-day for CTS users who choose to dial 7-1-1.

The Contractor shall ensure that all relay call types have the ability to communicate with each other via relay.

The Contractor shall provide the ability for voice users to access CTS through 7-1-1. When a hearing caller dials 7-1-1 and requests to dial a CTS user, the TRS relay operator shall immediately transfer the caller to CTS. The hearing caller will not be required to hang up and dial a separate number.

### **No branding of Dedicated Inbound phone lines**

The Contractor shall answer dedicated toll-free numbers in the default answer type unless the relay user has specifically requested a permanent branding on his or her line.

### **Self-learning Database for 7-1-1 and Customer Service Calls**

The Contractor may use a self-learning database that will automatically attempt to connect the user in the last known connection mode for 7-1-1 and Customer Service calls. The Contractor shall not limit the user to this connection type. An automatic answer sequence will attempt to connect the user in different modes if the last known communication method does not connect the user. The relay operator shall have the ability to modify the connection type on a call-by-call basis.

### **Handling of 7-1-1 Calls**

The Contractor shall utilize 877-711-9982 in the provision of 7-1-1 service. The number (877-711-9982) shall remain the property of the State of Wyoming, and is therefore portable to the next provider.

The Contractor shall answer calls to 7-1-1 first in voice mode when the user has not registered a preference and the preferred connection mode is unknown. If no answer is received, the relay operator shall initiate a text greeting which attempts connections using Enhanced TurboCode, TurboCode signals, Baudot signals and finally ASCII signals. If the caller has previously dialed Wyoming Relay Service, the Contractor shall answer the 7-1-1 call using the caller's last known communication mode to speed up the call set-up.

The Contractor shall honor the request of users that their calls be answered by a specific call type (i.e. branded as TTY, VCO, HCO, ASCII, or Voice).

### **Access to 900 Numbers or any Pay-Per-Call Numbers**

The Contractor shall provide access to pay-per-call numbers for both TRS and CTS users.

The Contractor shall establish a designated 900 access telephone number.

Calls made to pay-per-call numbers placed through the relay system shall be billed to the caller at the same rate that would apply if the calls had been placed without the use of the relay service.

The Contractor shall implement and maintain a process that ensures that the LEC will only complete those TRS calls that do not have a 900-number block added to their phone lines, which thus prevents unauthorized end-users from circumnavigating LEC restrictions.

### **Wireless Calls**

Wyoming Relay Service shall be compatible with cellular services, personal communications services (PCS), paging services, beepers, and mobile radio services.

## **Regionally Directed Numbers**

The Contractor shall ensure access to regionally directed toll-free numbers for relay users.

The Contractor shall ensure access to 5-1-1 and 8-1-1 numbers for TRS and CTS users. The Contractor shall provide access to 2-1-1 and any additional N-1-1 numbers provided in the future upon the Agency providing the Contractor with the associated ten-digit routing number and corresponding NPA-NXX information for each N-1-1 number.

## **Regionally Restricted**

The Contractor shall ensure that relay users are able to access regionally restricted toll-free numbers.

## **Inbound International Relay Calls**

The Contractor shall provide access to TRS and CTS calls terminating in Wyoming that are from any international destinations outside of the United States.

## **Call Release**

The Contractor shall offer TTY Call Release (also known as TTY-to-TTY call set up). When a TTY user calls another TTY through a business switchboard, automated voice response unit or the call is answered by a TTY, the relay operator shall follow the customer's instructions in setting up the call between the two users. Once the relay operator has both TTY parties on line, the relay operator shall release the call and the conversation is removed from the relay operator's screen, ensuring confidentiality. When the call is signed off or 'released' by the relay operator, the call ceases to be a relay call and the call shall no longer be subject to the per-minute reimbursement.

## **Customer Profile Database**

The Contractor shall provide a customer record or database known as the 'Customer Profile'. Information in the customer's profile shall be automatically synchronized in the Contractor's system so that the information is available to the relay operator at the time of connection with the inbound caller, regardless of the relay service access number dialed, thus ensuring that the customer's calls are processed faster and more efficiently and ensuring that the customer will not be required to contact the Contractor more than once to give the same information.

The Contractor's Customer Profile database shall be available for all communication modes.

The Contractor shall provide the Agency with literature which may be distributed to CTS users, encouraging the user to register preferences for toll calls and advising the user that pay-per-call service is automatically disabled unless the user updates this preference.

The Contractor shall provide users with the option to register, view, update and/or verify Customer Profile information online, directly with the relay operator (available for TRS users only), or through Customer Service. The Contractor shall also accept customer database forms that are emailed, faxed or mailed to the Customer Service department.

The Contractor shall provide a customer, upon request, with all information entered in the customer's profile. This profile information shall be provided either verbally or in written form, per the customer's preference.

At a minimum, the Contractor shall provide the following field options for TRS users to choose from to enter information in their Customer Profile: Name; Address; Email; Contact Telephone Numbers; Speed Dial (up to thirty (30) frequently dialed numbers and associated "short-hand" name or number); Emergency Numbers; Gender preference; Answer Type preference; Language (English or Spanish) preference; Announce Relay preference; Explain Relay preference; Background Noise preference; Tone of Voice preference; Type Recordings preference; Long Hold Times preference; Type Slow preference; Payment Method preference; Payment Number information; Blocked Numbers restrictions; Long Distance charges restrictions; Toll-free calls restrictions; 900 calls restrictions; Directory Assistance restrictions; International Calls restrictions; Marine Calls restrictions; Operator Assistance restrictions; State-to-State Long Distance Carrier of Choice; In-State toll Carrier of Choice; In-State Long Distance Carrier of Choice; International Long Distance Carrier of Choice; Notes; STS Contacts; and STS messages.

When an STS user requests a name or number from the Contractor's Customer Profile speed dial, the relay operator shall repeat the name and state the telephone number to the STS user to ensure relay operator accuracy.

The Contractor shall allow STS users the ability to retain a message in the user's Customer Profile for up to twenty-four (24) hours.

The Contractor shall allow STS users the ability to enter information on the STS user's hours and days of availability at specific phone numbers into their Customer Profile so that friends and family of the STS user can dial 7-1-1 and then simply provide the STS user's name to the relay operator, who will use the Customer Profile information to connect them to the STS user at the appropriate telephone number for the given day and time.

The Contractor shall ensure that Customer Profile information is protected and remains secure. The Contractor shall ensure Customer Profile information is encrypted and protected from outside access by firewalls. The Contractor shall require that all Customer Profile database notes entries contain time and date stamps and identification number of the Customer Service representative or relay operator who processed the request.

The Contractor shall allow TRS customers to request permanent call type identification (e.g. HCO, TTY, Voice, VCO, 2-line VCO, ASCII, etc.) according to their ANI, so that future calls through the relay center are automatically answered and set up according to their call type identification. Permanent call type identification shall override the self-learning database feature.

The Contractor shall establish and maintain a system to allow users to register a username and password (also known as PIN), and a security question and answer that is only known to them in case the username and password is lost or forgotten. The Contractor shall allow users to access their Customer Profile information from any phone, computer with internet access or wireless device with the use of their username and password.

At a minimum, the Contractor shall provide the following field options for CTS users to choose from to enter information into their Customer Profile: user's primary telephone number and area code; user's first and last name; preferred long distance carrier; call blocking of outbound pay-per-use calls; call blocking of toll-free calls; call blocking of up to five (5) specific blocked numbers per type; address; email address; serial number of CapTel phone; and type of phone using the submitted phone number.

The Contractor shall agree that the data and record format of the Customer Profile database is the property of the Agency and individual customers.

The Contractor shall have the ability to accept customer profile data from the previous provider and transfer customer profile data to an incoming provider as stated in the FCC Rules 47 C.F.R. §64.604(c)(7). Such data shall be provided to any incoming provider in a usable form at least sixty (60) days prior to the Contractor's last day of service in order to ensure minimum disruption to customer calls.

The Contractor shall not use any data collected from a TRS/CTS user for any purpose other than to connect a user with the called party desired by that TRS/CTS user and to process the call. The Contractor shall not sell, distribute, share, or reveal any portion of the Customer Profile database, unless required by law. The Contractor shall not use any information obtained from relay calls to support other business interests.

### **Deaf-Blind Pacing**

The Contractor shall ensure the availability of a pacing feature that provides an alternate, slower transmission speed and which is available to all text users in both English and Spanish. The Contractor shall ensure that other enhancements, including but not limited to spell check, function in conjunction with the pacing feature. The pacing feature shall allow the relay operator to type at a normal pace. The relay operator's text is then transmitted to the user at a pace that is comfortable for the user. The text shall be presented at a rate of speed that is slow and steady with no bursts of text streams. The relay operator shall be able to offer a minimum rate of speed of ten (10) words per minute (wpm), with the ability to increase the transmission speed in increments of five (5) wpm. The Contractor's default setting for branding is fifteen (15) wpm. The Contractor's system shall make the transmission speed visible to the relay operator and the operator shall provide the transmission speed to the user upon request. If a customer has registered a preferred speed in the Customer Profile, the relay operator shall ensure that transmissions occur at that speed. The relay operators shall have the ability to increase or decrease the transmission speed at any time during a call to meet the needs of the user. The relay operators shall have the ability to test different speeds at the request of the user to ensure the transmission speed most closely meets the needs of the user.

### **Three-Way Calling**

The Contractor shall provide three-way calling functionality to Wyoming Relay users who have purchased three-way calling or conference calling capability from his/her Local Exchange Carriers.

### **Local Exchange Carrier (LEC) Services**

The Contractor shall provide relay users access to Local Exchange Carrier (LEC) services. The Contractor shall not require the relay user to perform any additional steps or interaction to invoke optional services if he/she has already paid for the optional service offered by the local phone company on the phone line being used to dial into the relay center. The optional LEC services that the Contractor provides accessibility to relay users at no additional cost to the user other than those charges that may be applied by the LEC shall include but not be limited to: LEC-based Three-Way calling; Pay Per Call Blocking; Caller ID Features (Selective Call Acceptance, Selective Call Rejection, Selective Call Forward, Anonymous Call Rejection, Privacy ID); and Call Waiting.

Any LEC service(s) offered shall be technically equivalent and shall not be simulated to mimic the local phone company's optional service.

The Contractor shall have the ability to utilize the telecommunications industry standards for identifying incoming calls from all correctional facilities that transmits ANI II digits 29 and then processing those

inbound calls as “collect-only” calling for all local calls, which is functionally equivalent to hearing inmates.

## **TSP**

The Contractor shall ensure that all critical circuits supporting the Contractor’s TRS and CTS call centers are in the FCC’s Telecommunications Service Priority (TSP) program and are registered at a minimum of a priority level three (3).

## **Call Efficiency**

The Contractor—at a minimum—shall use the third generation relay platform which makes use of an Avaya S87XX switch with Media Gateways, Phoenix software, and Oracle database server to ensure the highest reliability and availability of relay service.

## **ASCII and Baudot**

The Contractor’s telecommunications equipment and software utilized in the provision of TRS, including relay operator positions, shall be capable of receiving and transmitting in Voice, Baudot (at 45.5 Baud and 50 Baud), TurboCode, Enhanced TurboCode (E-Turbo), and all ASCII rates generally in use.

## **Blockage Rate**

The Contractor shall ensure adequate staffing to provide Wyoming Relay callers with efficient access during projected calling volumes so that the probability of a busy response due to relay operator unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

The Contractor shall ensure that adequate network facilities shall be used in the provision of TRS and CTS so that during projected call volumes, the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

The average daily blockage rate for all calls to each of the Wyoming Relay access telephone numbers shall be no greater than P.01 (one call out of 100). If a call rings or is in queue/hold in excess of ninety (90) seconds, it shall be considered excessive hold time.

The Contractor shall ensure that the grade of service is monitored continuously and measured every sixty (60) minutes. Any deviations below the P.01 standard shall be addressed immediately.

## **Average Speed of Answer (ASA)**

The Contractor shall provide adequate resources, facilities and staffing at all times (except during network failure) to ensure that eighty-five percent (85%) of all TRS and CTS calls are answered within ten (10) seconds, with caller’s call immediately being placed and not put in queue or on hold. The ten (10) seconds begins at the time the call is delivered to the TRS/CTS platform from the inbound network. Abandoned calls shall be included in the speed-of-answer calculation. Average speed of answer shall be measured on a daily basis. Liquidated damages may be assessed for any day that answer time standards are not met.

The call is considered delivered when the call hits the Contractor’s TRS/CTS switch from the inbound

network. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live operator ready to relay the call. An answered call does not include the call being put in queue or on hold or being answered for any other reason except the immediate initiation of the actual outbound call. ASA shall be measured by an average of actual answer times for Wyoming Relay calls, calculated as the sum of all individual call answer times divided by the number of inbound calls, not by periodic sampling, nor by an average of averages.

### **Carrier of Choice**

The Contractor shall provide equal access to the TRS/CTS user's chosen interexchange carrier through the relay service to the same extent such access is provided to standard telephone users in Wyoming.

The Contractor shall provide the necessary network connections and signaling information in compliance with the standards accepted by the Alliance for Telecommunications Industry Solutions (ATIS) titled "ATIS-0300084, Telecommunications Relay Service" (July 2006) for other carriers to accurately bill and rate TRS and CTS calls.

The Contractor shall route calls to the designated carrier in as efficient a manner as possible. The Contractor shall include the identification of the call as a relay call, the end user's calling number, the called number, and additional information describing the nature of the calling line (e.g. payphone, etc.). Calls not requiring operator assistance shall be routed to the carrier's non-operator switch. Calls involving alternate billing (e.g. card, collect, or third party) shall be routed to the operator services position of the carrier. The Contractor shall provide as much information as possible to the operator services position of the transport carrier through network signaling.

The Contractor shall ensure that relay users can request their carrier of choice either by direct request to the operator, or automatically through the Customer Profile. Direct request for a carrier of choice shall override the information in the Customer Profile Database for the initial outbound call and consecutive outbound calls made in accordance with the inbound call.

The Contractor shall provide an explanation of carrier of choice in all appropriate relay publications.

### **Operator Services**

The Contractor shall provide TRS and CTS users unlimited access to standard operator services at rates no higher than those charged to standard phone users.

The Contractor shall not bill the Agency for operator services nor directory assistance calls other than for the associated relay session minutes.

The Contractor shall provide TRS and CTS users with unlimited access to local and long distance directory assistance at rates no higher than those charged to standard telephone users. After the number is obtained through directory assistance, the caller may choose to place the call through relay or to dial direct.

### **Redundancy Features**

The Contractor shall ensure that TRS/CTS have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.

The Contractor's relay centers shall be equipped with an Uninterruptible Power Supply (UPS), generator, and sufficient fuel to provide power for twenty-four (24) hours following a power failure. The uninterruptible power shall be able to support the switching system and its peripherals, switch room environment (i.e. air conditioning or heating, emergency lights, and system alarms), relay operator consoles/terminals, work site and facility lighting, and Call Detail Record (CDR) recording.

The Contractor shall ensure that all TRS processors, memory, and switch networks within their switches are fully redundant. The Contractor shall have the ability to upgrade the system and perform preventative maintenance without taking the system offline.

The Contractor's CTS switching system shall include redundant Central Processors Units (CPUs) on 'hot stand-by'. This includes a full maintenance and administrative terminal with keyboard, screen and printer capabilities, on-line system monitoring, and real-time programming capabilities. The maintenance and administrative terminal shall have the ability to perform preventative maintenance without taking the system off-line. In addition, on-line and off-line diagnostic routines identify system faults or failures at the individual board level. Appropriate spare components shall be maintained on-site to meet the required levels of service.

The Contractor shall provide intelligent call routing which instantly recognizes a problem anywhere in the relay system and routes the calls to other operating call centers within seconds and does not require manual intervention.

## **Technology**

The Contractor shall include users in the State of Wyoming in future trials of emerging technologies, such as Mobile VRS and Wireless Captions by Sprint® which will be available for all Android 2.2 smart phones.

The Contractor shall offer True Caller ID Service through SS7 signaling where the 10-digit number of the calling party is passed through to the called party for local and long distance calls with carriers, including all national long distance carriers and major LECs, CLECs, and ILECs, who have SS7 connectivity with the Contractor. The Contractor's Caller ID SS7 solution shall include receiving the calling party identifying information (including blocking information) from the inbound relay caller as well as other SS7 call information elements such as: the Calling Party Number, Charge Number, and Originating Line Information and then passing through the calling party information (rather than 7-1-1 or the number of the TRS center). The relay caller's number shall not be automatically passed on to the called party if the calling party has Caller ID blocking on either a 'per-call' or a 'per-line' basis invoked by their local telephone company or if the customer requests blocking. Note: for this requirement to be fully functional, the called party must also have Caller ID services provided by their local telephone company or other functionally equivalent services, and must have compatible equipment capable of displaying Caller ID. The Contractor shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR. 64.1600 et. seq.

## **Service Expansion**

The Contractor shall have the capability to meet all possible call volumes, including potential long-term increases in call volume and short-term "spikes" of increased calls for all call types while maintaining the service standards specified in this Statement of Work.

## **Macros**

The Contractor's system shall be as automated as possible to ensure cost effectiveness. The Contractor's relay operator software shall be capable of providing: system-generated macros and relay operator-initiated macros in both English and Spanish; copy and paste functionality; drop-down boxes; lists of grouped information; radio buttons; scroll bars and sliders; tables; Braille accessibility; ability to store relay operator preferences; on-screen status and prompts; Customer Profile information; help panel; call type instructions; scratchpad; function keys; automatic answer; last known communication mode; and outbound communication mode.

### **Automatic Error Correction**

The Contractor's system shall have an automatic spell check and/or automatic error correction function.

### **Automatic Change of TTY Abbreviations Upon Request**

The Contractor's Customer Profile database shall offer the option for customers to indicate their preference for "No Abbreviations". When this is selected, relay operators shall type full words or utilize TTY abbreviations that auto-expand into complete words.

### **Automatic Number Identification (ANI)**

The Contractor shall use Automatic Number Identification (ANI) technology so that no caller is required to provide the originating calling number, except in instances where ANI information is not passed from the LEC or CLEC. If the relay operator does not receive the ANI, then the operator shall explain to the inbound party the reason for asking for the telephone number.

### **Intelligent Call Routing**

The Contractor shall utilize technology so that each call is routed to the first available operator within the provider's network. The Contractor's system shall have the ability to execute specific scripts for each call type and scripts that are scheduled to be used based on the time of day, day of the week and year. These scripts shall be self-invoking without the need for human intervention.

### **Disaster Recovery Plan**

The Contractor's Disaster Recovery plan for TRS and CTS shall—at a minimum—be reviewed and updated annually. The Contractor shall keep multiple electronic and hard copies of the plan on file to ensure that the plan is available as needed.

Notification of Disaster. The Contractor shall notify the Agency by phone or email of any event which impedes to any degree the processing of Wyoming Relay calls for a period of more than thirty (30) minutes. Such notification shall take place within three (3) hours of the time the event begins. The notification should explain how the problem will be corrected and give an approximate time and date when relay service will be in full operation. The Contractor shall provide within twenty-four (24) hours of the relay service disruption an intermediate report that provides problem status and more detail of what action is necessary.

Written Report. The Contractor shall provide the Agency with a written report within three calendar days following the resumption of TRS/CTS operations after a Notification of Disaster. The written report shall contain, but is not limited to, the following:

- How the problem occurred

- When the problem occurred
- The number of impacted customers (if known)
- What was required to correct the problem
- Time and date when the TRS and/or CTS resumed full operations
- Avoidance plan for the future (if applicable)

### **Recorded Announcements for System Failures**

The Contractor shall provide recorded announcements, as appropriate, if a system failure occurs within the relay switch, relay center, or on outbound circuits in both voice and text. The Contractor shall activate an intercept message upon notification of an emergency or local disaster which requires the immediate evacuation of a relay center. Minutes of use attributed to accessing these recorded announcements shall not be included in billable minutes.

### **Billing Standards**

The Contractor shall ensure that TRS/CTS users have functionally-equivalent access to standard telecommunications services at rates that are no higher than those charged to non-TRS users with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

### **Toll Call Access**

The Contractor shall provide for inter-LATA and intra-LATA toll call access to the relay center for calls that originate or terminate in Wyoming or are made by Wyoming residents using the long distance carrier of choice for inter-LATA and intra-LATA calls, at no greater than the rate for those same types of calls that can be made without relay. If a call is free on a direct call, then it must be free on a Wyoming Relay call. If a call is a toll call on a direct call, then the same toll charges must apply to the relay call.

The Contractor shall offer a discount off of tariff interstate and intrastate rates to all Wyoming TRS and CTS callers selecting the Contractor as their long-distance carrier. The Contractor shall charge the special promotional rate to any Wyoming TRS and CTS users who are also the Contractor's subscriber on a special promotion plan. The above mentioned discounts are intended to ensure equivalency.

### **Coin Sent Paid**

The Contractor shall ensure relay users can place local TRS calls from payphones without incurring a charge. The Contractor shall accept alternative billing arrangements from payphones for toll calls.

### **Charges for Local Calls**

The Contractor shall place local calls free of charge for all TRS and CTS users. The Contractor shall be responsible for obtaining information concerning the location of toll-free calling routes.

### **Extended Area Service (EAS)**

The Contractor shall ensure that TRS and CTS callers subscribing to extended area service calling plans do not incur a toll charge for local or non-toll calls under their calling plan. It shall be the Contractor's responsibility to obtain information concerning these routes and calling plans. If a Local Exchange Carrier (LEC) establishes an EAS, the Contractor shall coordinate with the LEC the rate change from a toll to a non-toll call.

## **Toll-Free Calls**

The Contractor shall provide access to 800, 888, 877 and all other toll-free numbers for calls free of charge to the relay user. The Contractor shall seek reimbursement for interstate toll-free service according to the percentage split mechanism as defined by the FCC-designated Interstate TRS fund administrator.

## **Charges for Calls Made to a Recorded or Interactive Message**

The Contractor shall ensure that a relay caller will only be charged for the first call attempt on a toll call and any subsequent redials to replay a message, leave a message or enter information into an interactive menu shall not be charged to the relay caller.

## **Credit For Wrong Numbers**

The Contractor shall ensure that relay users shall receive credit for any toll calls when the relay operator dials the wrong number.

## **Ask For Carrier of Choice**

The Contractor shall ask the relay user his/her long distance or intra-LATA toll carrier of choice for each call if the information is not included in the customer's profile and is not noted by the TRS user.

## **Carrier of Choice is Not Available**

The Contractor shall inform the TRS caller if the caller's preferred carrier is not available through the relay and the Contractor shall allow the user to choose to have another carrier handle the call. The Contractor shall offer to carry the call over the Contractor's network if the carrier of choice is not available or the user does not have a carrier preference.

Long distance and toll calls placed over the Contractor's network shall be billed at the TRS discounted rate (i.e., the lowest Contractor subscriber rate). Casual user charges or other additional charges shall not apply.

The Contractor shall notify CTS users that the call may incur long distance charges. The Contractor shall encourage CTS users to register their preferred carrier of choice directly with Customer Service.

The Contractor shall place CTS calls from users who have not selected a carrier of choice over the Contractor's network and shall bill at the TRS discounted rate (i.e. the lowest Contractor subscriber rate). Casual user charges or other additional charges shall not apply.

The Contractor's system shall record all requests for carrier of choice which cannot be fulfilled. The Contractor shall make an attempt to contact the requested non-participating carriers and inform them of their obligation to provide equal access through the relay service and encourage their participation.

## **Carrier of Choice is Available**

The Contractor shall be able to route calls to any carrier registered at the local access tandem of any relay switch in a functionally and cost equivalent manner.

The Contractor shall include the identification of the call as a relay call, the end user calling number, the

called number, and additional information describing the nature of the calling line to ensure the carrier of choice has the information necessary to properly rate and invoice toll calls and apply any discounts that the carrier of choice makes available.

### **Sent-Paid Calls**

The Contractor shall process relay calls with the following billing options that may be available to the relay user through the user's carrier of choice: intrastate local and inter-exchange; sent paid; collect; person-to-person; third-party; prepaid and non-proprietary calling cards; calls to or from hotel rooms and pay telephones; and credit card billing (as accepted by the customer's carrier of choice provider).

The Contractor shall allow multiple outbound calls to be placed using a calling card or phone debit card without having to supply the operator with the toll-free number, PIN, or access code and card instructions each time an outbound call is associated with the same inbound call.

### **Credit Authorization is Denied**

The Contractor may decline to complete a call because credit authorization is denied.

### **Interstate and International Cost Reimbursement**

The Contractor shall allow TRS and CTS users to place calls from within Wyoming to any point in the world, and from all points outside of Wyoming to any point within Wyoming. The Contractor shall seek reimbursement for the processing of international TRS and CTS calls from the Interstate TRS fund which is currently administered by the National Exchange Carriers Association (NECA). The Contractor shall not include any charges for interstate or international calls in its invoice to the Agency.

### **Land-Line Flat Rate Calling Plans**

The Contractor shall ensure that customers with expanded flat rate calling plans are able to place calls through relay without incurring additional charges for the call.

### **Wireless Flat Rate Calling Plans**

The Contractor shall process the relay call for voice-initiated and text-initiated users without domestic toll charges or additional delays if the incoming call is identified by the network as wireless until such a time that it is technologically possible for relay providers to determine the specific local calling area of all wireless subscribers. If the wireless provider does not transmit the necessary network identification information, the caller may inform the relay operator, who shall then process the call without domestic toll charges.

### **Caller-Provided Information**

The Contractor shall request TRS users to provide ANI information (NPA/NXX) if the information is not delivered when the call arrives at the relay network.

### **Invoice/Billing Record**

The Contractor shall ensure that call detail record generation will be automated and available for audit and real-time monitoring by the Agency or its designee. Hand-written tickets or call records are not acceptable.

The Contractor's billing solution shall be in full compliance with the standards accepted by the Alliance for Telecommunications Industry Solutions (ATIS) titled "ATIS-0300084, Telecommunications Relay Service" (July 2006).

The Contractor shall support the necessary interconnection and signaling required for carriers to accurately rate and bill collect calls, international calls, person-to-person calls, third-party calls, and calling cards.

The Contractor's billing call detail record (CDR) created on the Contractor's network shall contain information that identifies the call as a Wyoming Relay Service call.

The Contractor shall ensure that relay user's billing starts at the time the relay caller is connected with the requested called telephone number and the conversation can begin. The Contractor shall ensure that relay users will not be billed for the time that it takes the relay operator to dial and establish the call with the called party.

The Contractor shall flag the call detail record (CDR) of international calls with a unique value recognized by the Contractor's billing system to ensure accurate international billing.

Information contained in the call detail record shall include, but not be limited to, the following:

- Telephone number (NPA-NXX-XXXX) or credit/calling card number to be billed
- Originating telephone number
- Terminating telephone number
- Date
- Start time
- End time
- The call type (e.g. person-to-person, collect, etc.)
- Call duration to the full second

## **Roaming**

TRS Roaming. The Contractor shall provide roaming services to Wyoming Relay users who originate and terminate a call in another state, using a Wyoming Relay toll-free access number.

The Contractor shall provide ANI-based billing and reporting for CTS. The Contractor shall ensure that on all CTS calls billed to the Agency, either the calling party or the called party must be using a Wyoming-based telephone number.

## **Providing Qualified Staff**

The Contractor shall ensure the active recruitment of persons with disabilities, including individuals who are deaf, deaf-blind, hard of hearing, and/or speech-impaired. The Contractor shall give hiring preference to qualified applicants who have knowledge of American Sign Language (ASL), relay service experience, and/or experience working with individuals who are deaf, deaf-blind, hard of hearing, and/or speech-impaired. The Contractor shall ensure that all staff are familiar with the special needs of the customer bases which will be served, and shall have the ability either directly or with the use of appropriate accommodations to communicate with those populations.

The Contractor shall ensure all relay service staff, including management, shall receive training in

disability issues, including, but not limited to: Deaf culture; ASL; issues relating to hard-of-hearing, late-deafened and speech-impaired users; diversity issues; ethics; and confidentiality, as appropriate to his/her position.

### **Terminology**

The Contractor's TRS platform shall allow the Agency to use its preferred term Relay Operator rather than Communications Assistant. If the Agency, at a later date, prefers to use "CA" to recognize a TRS relay operator, the Contractor shall make the modification within 30 business days.

### **Relay Operator Proficiency Requirements**

The Contractor shall ensure that relay operators are able to expeditiously and accurately relay the contents of calls without intervening in the communications. Requirements include, but are not limited to, the following:

Education. The Contractor shall ensure individuals hired as relay operators possess—at a minimum—a high school diploma or GED equivalence. The Contractor shall give preference to relay operator applicants who have completed college-level coursework or have prior relay experience.

Spelling Skills. The Contractor shall ensure that relay operators have spelling skills at a level equivalent to or better than those used in the first year of college. The Contractor shall require that all prospective relay operators are required to pass a written spelling test with at least ninety (90) percent accuracy prior to the completion of training. The Contractor shall also evaluate spelling skills of relay operators on an ongoing basis as part of the relay operator performance survey and random checks performed by an independent third party.

English Language Skills. The Contractor shall ensure that all TRS relay operator applicants have strong communications skills by requiring applicants to pass a valid, unbiased 12<sup>th</sup>-grade-level grammar test and have their communication skills evaluated by Human Resources professionals and relay operations supervisors prior to being considered for employment. The Contractor shall ensure relay operators have sufficient English language skills by conducting ongoing performance surveys which include an evaluation of appropriate grammar.

The Contractor shall test and ensure that CTS operators are able to quickly identify mistakes and correct errors. The Contractor shall also ensure CTS operators have sufficient skills in spelling, pronunciation, enunciation, reading ability, and vocabulary.

Spanish Relay Operators. The Contractor shall ensure Spanish relay operators are fluent in Spanish and have proficient skills in Spanish grammar and vocabulary by requiring these operators to pass an evaluation of their ability to read, write, speak and understand Spanish. The Contractor shall evaluate Spanish-language relay operators monthly on their abilities to accurately translate typed text of relay users who have limited written Spanish language skills.

Understandable Voice. The Contractor shall ensure that TRS operators are able to speak in a clear, articulate, understandable manner using names, words and pronunciations which can easily be understood by Wyoming citizens.

Typing Speed. The Contractor shall ensure that TRS operators demonstrate a minimum typing speed of sixty (60) words per minute (wpm) with ninety-five percent (95%) accuracy every three (3) months. The Contractor shall require that each relay operator must attain sixty (60) wpm after deducting words

per minute for errors. The Contractor shall ensure that typing tests are not posted or distributed in advance. The Contractor shall not use technology-aided transmission to test the typing speed. The Contractor shall use a five (5) minute oral-to-type test that simulates actual working conditions and the relay environment.

CTS voice-to-text transmission. The Contractor shall ensure CTS operators shall transcribe at least one hundred twenty-five (125) words per minute (wpm). Accuracy is the percentage of error subtracted from one hundred percent (100%) of text received. The CTS operators are expected to demonstrate and maintain an average accuracy rate of ninety-eight percent (98%) during proficiency testing. Errors are any words that change the context of the sentence, including missing words or sentences. A CTS operator is expected to demonstrate and maintain an average error rate of two percent (2%) or less. Proficiency testing of each CTS operator shall be based on an auditory (oral-to-text) test (as opposed to written) that reflects a conversational rate of speaking. The Contractor shall ensure that each CTS operator must pass a monthly test demonstrating the ability to transcribe at one hundred thirty (130) wpm with ninety-eight percent (98%) corrected accuracy in order to remain qualified to caption live calls.

Translation/Interpretation. The Contractor shall ensure TRS operators shall have an ability to understand callers using limited English or ASL gloss and to translate limited written English or ASL gloss to conversational English. The Contractor shall require relay operator trainees to pass with a score of eighty percent (80%) or better a valid and unbiased written test to demonstrate that they can correctly interpret typewritten ASL phrases before being allowed to complete training and process relay calls. The Contractor shall ensure supervisors and operations administrators who are knowledgeable of Deaf culture are available to support and assist relay operators in translating ASL as needed.

### **Supervisory Personnel**

The Contractor shall employ a sufficient number of supervisory personnel to oversee relay operators and to maintain required service levels. The Contractor shall require all relay supervisors to complete the same training as relay operators, to participate in the same call processing refresher/update training and communications, and to participate in consistency exercises on an on-going basis to ensure that they have the same understanding of relay procedures. The Contractor shall ensure that only supervisors who meet relay operator qualifications will be allowed to relay calls for Wyoming Relay. The Contractor shall ensure there is always someone in a supervisory capacity on duty to assist relay operators and relay customers.

### **Relay Operator Training**

The Contractor shall provide a minimum of eighty (80) hours of initial training and address all areas of TRS operator competency described in this Statement of Work and in the TRS rules and FCC minimum standards so that each relay operator shall be able to effectively meet the specialized communications needs of relay users who are deaf, hard of hearing, late-deafened, and/or speech-impaired.

The Contractor shall provide training for TRS operators which shall include, but is not limited to: information about Deaf culture; information about needs of deaf, hard-of-hearing, and speech-impaired users; diversity issues; TTYs including TTY courtesy; phone image/rudeness; specific training on all call types; billing; confidentiality; detachment; emergency/threats; and proper translation of ASL gloss into conversational English. The Contractor shall provide relay operators extensive training on how to improve their interpersonal skills so that they can work effectively with difficult and stressful situations that may arise during their employment. The Contractor's trainers shall follow documented training curriculum addressing all information and skills required for Wyoming Relay Service. The Contractor's

trainers shall apply adult learning methodologies including explanation, demonstration, guided practice, role-playing, correction and independent practice. Training in the operation of TRS equipment shall include both simulated on-line call handling as well as assisted live-call handling. Portions of in-service training for relay center employees shall be provided by representatives from the local Deaf organizations, relay user communities, and/or staff with appropriate experience.

The Contractor shall provide on-going training for all relay operators and staff on new software, new technology, changes to call processing/handling procedures, changes to FCC mandatory minimum standards, refresher training on Disability Awareness, and/or areas identified from the Quality Assurance Program.

The Contractor shall provide qualified STS applicants a minimum of eight (8) hours of classroom training specifically on STS services, including but not limited to: strategies to facilitate communication without interfering with the STS user's control over the call; characteristics of STS customers; and call processing.

The Contractor shall provide bilingual operators additional specialized training after the completion of relay operator training specific to Spanish Relay services.

The Contractor shall provide CTS operators a minimum of two (2) weeks of initial classroom training. This training shall include but not be limited to: call center policies; confidentiality requirements; how the technology works; how the CapTel™ phone works; developing a personal voice profile (how to speak, how to sit, and how to utilize the computer and headset to gain optimal accuracy); re-voicing techniques; call handling tools/macros; pacing a conversation; inserting words; how to handle various recordings; "live" calls to other trainees; and observation of live calls.

### **Relay Operator Proficiency Examination**

The Contractor shall thoroughly test a prospective relay operator's skills prior to allowing them to process calls and throughout employment. The Contractor shall require TRS operators in training to take and pass five (5) quantifiable written and performance-based exams which cover the minimum requirements for proficiency outlined by the FCC and this Statement of Work.

The Contractor shall require CTS operators to take and pass a quantifiable CTS operator proficiency test. Any CTS operator trainee who cannot pass the examination after the training period shall not be utilized as a CTS operator.

The Contractor shall require relay operators who provide Spanish-to-Spanish and/or Spanish-to-English TRS services to pass an evaluation of their ability to read, write, speak and understand Spanish.

The Contractor shall require operators in STS training to pass both a written final test which demonstrates an understanding of all aspects of STS call processing as well as the ability to understand speech patterns of people with a variety of speech disabilities and an audio performance test.

The examination for TRS operators shall cover the following: spelling; typing (or transcription); dictation; call-processing procedures; handling of emergency calls; ASL gloss; Deaf culture; ethics; confidentiality; and professional judgment. The Contractor shall maintain testing procedures to ensure that operators are able to translate ASL gloss calls into conversational English without the assistance of the ASL translator/interpreter.

The Contractor shall have a testing procedure that will screen operators able to translate calls without the assistance of the ASL translator/interpreter.

The Contractor shall retain documentation of operator testing which may be subject to audit. The Contractor shall ensure that tests are not available to relay operators prior to testing, and that portions of the test are changed at least annually.

### **Additional Testing for STS Operators**

The Contractor shall require that STS operators pass a hearing acuity test which shall be administered by an audiologist using calibrated equipment to perform a speech recognition test and pure tone test prior to taking STS calls. Each potential STS relay operator shall be required to score ninety-two percent (92%) or higher in each ear using a fifty (50) word, W-22 or NU6 speech recognition test. Each STS relay operator shall be required to possess a hearing acuity of 20dB or less in each ear using a pure tone sensitivity test at 250 Hz, 500 Hz, 1000 Hz, 2000 Hz and 4000Hz. The Contractor shall use a state licensed professional audiologist and/or an audiologist who is certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A). Upon request, the Contractor shall provide written verification that the STS relay operators either meet or exceed the Speech-to-Speech requirements of this Statement of Work. All new Speech-to-Speech operators shall be tested prior to beginning processing of STS calls for the life of the Contract.

### **Relay Operator Monitoring**

The Contractor's supervisors and quality assurance personnel shall have the ability to remote silent monitor all TRS and CTS call types. The Contractor shall evaluate each TRS operator's performance at least twice a month through an individualized performance survey conducted by supervisors while observing actual relay calls. The Contractor shall require all relay operators to meet expectations in all areas of the performance survey. Relay operators who do not meet a specific expectation shall be offered additional training and an opportunity for improvement. Relay operators who do not satisfactorily improve in a reasonable time shall be subject to formal corrective action, up to and including termination of employment. CTS operators shall be monitored and evaluated on at least one call per shift. The Contractor shall prohibit anyone from watching or listening to actual calls except relay operators and supervisory staff for the purpose of relaying, assisting, in-call relay operator replacement, or monitoring the call for training purposes.

### **Procedures for Relaying Communications**

Relay operators shall convey the full content, context, and intent of the communication they relay. Relay operators shall be as transparent as possible to relay users. Relay operators shall strive to maintain functional equivalence for both the TTY relay user (and other call type user) and the standard phone user when communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation shall be relayed. Relay operators shall accurately and faithfully convey the spirit and content of all calls. Unless requested otherwise by a user, the relay operator shall relay all calls according to the following procedures:

- Relay operators are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, shall relay all conversation verbatim unless the TRS relay user specifically requests summarization, or if the TRS user requests interpretation of an ASL call.

- Full Control of the Relay Call Remains with the TRS User. The relay operator shall follow the relay user's instructions for what aspects of the call she or he will handle.
- The Contractor shall allow TRS operators to request that the speaking party slow down or stop speaking momentarily, if necessary to ensure comprehension by all parties. TRS operators shall be allowed to ask the caller to repeat or clarify if necessary. The Contractor shall train relay operators on the appropriate methods to do this without sacrificing the user's control of the call. CTS operators shall be transparent during the set-up and throughout the call.
- Number and Call Type Verification. When the text-based user gives the calling number to the operator, the Contractor's system (TRS platform) shall automatically repeat the number that the relay operator is dialing and the call type verification (local, LD, toll-free, 900) to ensure the accuracy of the type of call being placed.
- Neutral Position. Relay operators shall not counsel, advise, or interject personal opinions or additional information in any relay call. Relay operators shall not make any value judgments on the content of any relay communication and shall not hold personal conversations with anyone calling Wyoming Relay.
- Call Status. Relay operators shall keep the relay user informed of all possible call status scenarios. Relay operators shall keep the relay user updated during holding periods and shall be ready to comply with customer requests. . The Contractor's system shall have an automatic variable time stamp macro feature which will inform the text user if the voice user disconnects while the relay operator is reading the text user's conversation by providing the last few words relayed. The Contractor's platform shall allow Voice and HCO users to hear the status of the call as the relay operator dials, which allows the user to hear the call set-up including the phone ringing or busy signal. CTS operators shall also keep the user informed of call status.
- Comments to the Operator. All comments directed to the relay operator by either party shall be relayed to both parties. Any comments directed to either party by the relay operator are relayed and typed in parentheses as well.
- Keep the User Informed. Relay operators shall relay everything that is typed and everything that is said and heard. Relay operators shall inform TTY callers of background noises and voice tone by descriptive words during the call by typing in parentheses. Call status scenario information typed by the relay operator shall also be enclosed in parentheses to clarify that the relay operator is typing, not the voice caller. The Contractor shall train relay operators to use their voices to convey appropriate conversational tone to the type of call made by a TTY user. The Contractor shall train relay operators to be expressive and vary their voice tone and rate by creating a verbal picture with their voice. The Contractor shall also train relay operators to convey to the TTY user the non-TTY user's tone of voice without making subjective judgments.
- Standard User's Expressive Words. The Contractor shall train relay operators to convey emotion to the TTY user through different typing styles.
- Operator Number and Gender. The Contractor shall assign a unique four-digit number with gender identification to each relay operator. On TTY calls, the Contractor's system shall automatically send the ID number and the gender at the beginning and end of the call. On voice-generated calls, the relay operator shall verbally state his or her ID number. The Contractor shall strive to keep the same relay operator dedicated to each call. When a change of relay operator is unavoidable, the relay operators shall makes this transition as smoothly as

possible while keeping both parties informed. The Contractor shall make every effort to satisfy any user's request for a relay operator of a specific gender to process their call and to maintain the same gender during any transfer of operators.

- Identification of Gender of Standard Telephone Relay User. To the extent possible, the relay operator shall identify whether the standard telephone user is male or female using parentheses at the beginning of a call as follows: "(M)" or "(F)." Relay operators shall type the gender of recorded messages at the end of the message.
- Change of Voice User During a Call. The relay operator shall indicate to the TTY relay user if another person (hearing) comes on the line. The relay operator shall notify the TTY user by typing the gender of the person in parentheses (i.e. (M) or (F)).
- Explanation of Relay Service. TRS operators shall announce the relay call to both parties at the start of every call, unless the inbound caller has asked the relay operator to refrain from announcing either directly with the relay operator or as a permanent preference in the Customer Profile Database. The Contractor shall allow inbound callers the option of requesting customized announcements. The relay operator shall explain the relay service to the outbound party if he or she does not understand how the relay operates and the relay operator shall simultaneously inform the calling party. The relay operator shall begin relaying the call if the users do not require an explanation of a relay call. The Contractor shall notify the Agency of any revisions to the standard greetings, announcements, and explanations and obtain Agency pre-approval.
- Third Party Reference. Relay operators shall relay verbatim any third-person language, such as "tell him" or "ask him". As a courtesy to the TRS user, on the first occurrence, the relay operator shall relay the statement, including the third party reference, and attempt to re-direct a hearing user once by informing them they may speak directly to the person they are talking to. After this initial attempt to educate the user, the relay operator shall remain transparent and continue relaying verbatim if either party continues to use third person.
- Change of Relay Operator During a Call. The Contractor shall only transition relay operators during a call if it is absolutely necessary to do so. Operators shall stay on a STS call for a minimum of fifteen (15) minutes or on a TRS call for a minimum of ten (10) minutes. If a change is necessary, the change shall occur with minimal disruption to either relay participant. The second relay operator shall inform both parties; the Contractor shall attempt to honor any requests for a specific gender during call transitions; and the second relay operator shall observe the call long enough to learn the spirit of the call as well as reviewing any customer call handling preferences provided during the call and as a part of the Customer Profile. Under the following exceptions, a change of relay operators shall be required: when requested by a relay user; when the call requires a specialist (STS, Spanish, etc); when the relay operator becomes aware of a conflict of interest such as identifying callers as friends or family; after continued end user verbal abuse or obscenity towards the relay operator; or when the relay operator is incapacitated due to illness or injury. The Contractor shall only transition CTS operators during a call if it is absolutely necessary to do so. The CTS user shall always be informed (including the new operator identification number) prior to the transition so that they may place the voice caller on hold while the transition occurs. The CTS operators shall attempt to transition while the CTS user is speaking to avoid interruption to the call.
- Garbled Transmission. The relay operator shall inform the TTY user if a TTY transmission is garbled or unintelligible. The Contractor shall train relay operators to assist users with possible

solutions to garbling issues. As a last resort, the relay operator may recommend that the caller hang up and dial back into the relay if the problem persists.

- Error Correction. The Contractor's system shall be fully automated to produce "XXX" when the backspace key is depressed by the relay operator to correct a typing error which is not automatically corrected by the Contractor's system. The relay operator shall then retype the word or number correctly.
- Remaining on the Line. The TRS operator shall remain on the line until the inbound party has terminated the call. If either party disconnects, the relay operator shall receive a system-generated signal on their screen, and then shall inform the other party of the status. The Contractor shall provide on-line assistance from a supervisor or operation administrator upon relay caller request.
- Verification of Spelling. TRS operators shall verify spelling of proper nouns, numbers, and addresses that are spoken, when necessary. Such verification shall be made in parentheses, just as for other non-conversation content. Relay operators shall not break transparency by responding to a voice-user request that the relay operator spell a word typed by a TTY user. The relay operator shall relay the voice user's request to the TTY user.
- Requesting ASL Translation/Interpretation. The Contractor's relay operators shall be able to translate typed text of relay users whose primary language is ASL (American Sign Language) or whose written English language skills are limited to conversational English. The relay operators shall be able to press a key to summon additional help from an operations supervisor or operations administrator to translate ASL.
- Re-dialing of Busy Numbers. As requested by the caller, the relay operator shall make unlimited attempts on busy line calls. The caller shall not be required to repeat the calling information for each attempt.
- The Contractor shall not require relay users to give their names or the names of the parties they are calling to the relay operator. This information shall not be recorded in any form without the permission and knowledge of the relay user. Should the caller choose to provide such information, it shall not be reported or kept on file, except with the permission of the caller (i.e. complaints or commendations).
- Relay users needing a specialized relay operator or a different department (e.g. Customer Service) shall be transferred instead of having to hang up and re-dial.
- The Contractor shall allow STS operators to facilitate the call of an STS user with a speech impairment so long as the relay operator does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. The STS user shall be able to choose, on a call-by-call basis or in their Customer Profile, whether or not the other party will be allowed to hear the speech-impaired person's voice. They shall also be able to choose when and how much assistance they want from the STS operator at any time during a call, such as whether the STS operator shall clarify one word or to begin to voice from the point requested on. A STS user shall be able to register his or her call handling preferences in the Contractor's Customer Profile Database.
- STS operators shall retain information from one inbound call for use in a subsequent outbound call, at the request of or with the permission of the user. The STS operator shall only retain the

information for the duration of the inbound call.

- STS relay operators shall never guess what the STS user is saying and shall request clarification when unsure.
- The Contractor shall train STS operators to repeat the telephone number of busy-line calls to ensure the STS operator understood the number correctly. If the STS user has provided a message to be relayed to a caller and reaches a busy signal, upon request of the STS user, STS operators shall have the ability to store this dictated message for up to twenty-four (24) hours as a part of the STS user's Customer Profile.

### **Answering Machine Procedures**

The Contractor's relay operators shall be trained to handle voice answering machines, TTY answering machines, dual voice/TTY answering machines, information lines, audio text, pagers and beepers. Relay operators shall inform Wyoming Relay users when reaching an answering machine, voicemail or interactive menu. When reaching a recorded message, the relay operator shall be able to utilize the Contractor's recording technology to record audio information from the outbound line on the first attempt. The relay operator shall type the entire outgoing message verbatim, including the option for the relay user to leave a message, as indicated in the outgoing message, if applicable. The relay operator shall leave the user's message in the appropriate mode of communication (voice, text and touch tones-pagers).

Once the relay operator has left the message on the answering machine or voice mail, the relay operator shall confirm orally or send a pre-programmed response to the caller stating that the message has been left. Subsequent redials to leave a message or enter information into an interactive menu shall not be charged to customers. The Contractor's relay operators shall be able to retrieve messages from any voice processing system that can be accessed via the telephone.

When a user requests the relay operator to retrieve messages from a voicemail system or PBX mailbox, the relay operator shall follow the user's instructions for outdial, pin entry, access codes, and/or system commands to retrieve new messages, play messages, save, and/or delete messages.

The Contractor shall allow STS callers to dictate a message to the STS relay operator prior to making the call and direct the relay operator to leave the message on their behalf. The STS relay operator shall ensure that they have understood the message correctly and shall clarify if needed.

The Contractor shall offer relay users the ability to retrieve messages from an answering machine at their same location. This shall include the ability for TTY or VCO users to retrieve voice messages and voice users to retrieve TTY messages. The Contractor may utilize recording technology. The operator shall relay all messages verbatim unless instructed otherwise by the user. All recorded messages shall automatically be deleted from the relay operator's terminal once the relay call is completed.

### **Obscenity Directed to the Relay Operator**

Relay operators do not have to tolerate obscenity directed at them. Relay operators shall not make a value judgment on the profanity, obscenity, or legality of any conversation between the inbound and outbound parties; even if the conversation is referring to themselves or another relay operator, this shall not be construed as obscenity directed at the operator unless the inbound or outbound caller uses an obscene comment when speaking directly to the relay operator. Escalation procedures of obscenity/abuse shall be in place. It shall be acceptable to transfer callers who are using obscenities

directed at the relay operators to a supervisor or Customer Service.

Relay operators shall not make judgments on the content of any relay communication. Relay operators shall relay calls that contain obscenity. When the obscenity is directed at the relay operator, they shall notify a supervisor or transfer the call to a supervisor for assistance. Relay operators who receive a call from a user using obscenity directed at them shall try to re-direct the caller. The relay operator shall ask the caller if they wish to place a call. This shall be repeated twice. If the caller continues to be offensive, the relay operator shall notify the caller that they are requesting a supervisor's assistance. The supervisor shall ask the caller if they wish to place a call. This shall also be repeated twice. If the caller continues to use obscenity, the supervisor shall inform the caller that if they do not wish to place a call, the line will be released. Only the supervisor shall be able to give approval to release an inbound caller. If the user uses profanity directed at the relay operator during the relay call (both inbound and outbound are on line), the relay operator shall continue to relay the call.

### **Emergency Call Procedure**

The Contractor shall use a system for incoming emergency calls that—at a minimum—automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if s/he had dialed 9-1-1 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner. The relay operator shall ensure that the caller's telephone number is passed to the PSAP when a caller disconnects before being connected to emergency services. A relay operator's supervisor shall be alerted and available to support the relay operator and user during emergency calls. The supervisor shall not enter the conversation unless the relay function is transferred to the supervisor, who is fluent in the communication modes of the callers. Promotional materials shall expressly discourage the use of relay for processing emergency calls if more direct means are available.

ANI/ALI. The Contractor shall have the ability to receive the call information digits from the inbound caller, store the information digits, and send the information digits out on the outbound call in a manner that will enable PSAP's with the capability of receiving the ANI/ALI to use the information to obtain the name, address, and location of the inbound caller without input from the operator. If the PSAP is unable to receive the ANI/ALI the relay operator shall verbally pass the ANI to the PSAP.

Change of Operators. The Contractor shall ensure that only a supervisor who has been involved in the entire call may replace an operator during a 9-1-1 emergency call.

The Contractor shall report monthly to the Agency the number of calls to 9-1-1 via Wyoming Relay and include information on any problems in contacting the appropriate 9-1-1 center.

The Contractor shall be actively involved with organizations working on E-9-1-1 functionality.

### **Relay Operator Counseling**

The Contractor's supervisors and managers shall be trained to assist relay operators with the emotional aspects that may occur when relaying a call. The Contractor shall ensure that no breach of confidentiality, including the names of callers involved, occurs when operators are provided counseling and support. The Contractor shall offer an Employee Assistance Program (EAP) for employees. Supervisors shall encourage relay operators to contact the EAP if the supervisor determines that the relay operator needs additional counseling. All communication between the employee and the EAP counselor shall be held in the strictest confidence and the content of relay calls shall never be

discussed, including the names of callers involved. Counselors shall be available twenty-four (24) hours-per-day, seven (7) days-per-week by telephone, and in person by appointment.

## **Confidentiality**

Relay service shall be provided in a manner that ensures confidentiality regarding existence and content of conversations as required by applicable laws and regulations. All calls shall be totally confidential, meaning that no written or electronic record or notes shall be kept beyond the duration of the call. The Contractor shall ensure that all information provided for call set-up, including Customer Profile database information, remains confidential and cannot be used for any other purpose. The Contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purposes.

The Contractor shall require all relay operators and relay center personnel to sign and abide by a code of ethical behavior that is a promise not to disclose the identity of any caller or any information learned during the course of relay calls. The Contractor's employees shall be expected to abide by the code of ethical behavior during and after their period of employment.

The Contractor shall train relay operators (through role play of various scenarios) the correct way to request assistance from their supervisor without divulging specifics of the call. Examples of breaches of confidentiality shall be reviewed and discussed with relay operators. The Contractor's trainers shall not utilize any type of identifying information or specific details when discussing call-processing procedures. Relay operators shall not discuss any specific details of a call with anyone, including supervisors; to do so shall be considered a breach of confidentiality and shall result in termination. When seeking clarification or guidance on processing a type of relay call, relay operators shall be trained to use generalizations of the particular situation and to ask questions about procedures without revealing specific information that will identify the parties on the call. Under no circumstances shall relay operators be allowed to use names or any other call/caller-specific details. In an emergency or life-threatening situation or in a situation which causes an emergency situation to exist (by threatening the relay operator or making a threat to the relay center), names and specific information may be disclosed by the relay operator to a supervisor to expeditiously address the situation.

## **Privacy**

The Contractor and their employees shall not use any information obtained from relay calls for any other services they may provide to users of the relay system, nor shall any such information be sold.

## **Records Maintenance**

The Contractor shall retain and maintain all records and documents relating to the services provided for a minimum period of three (3) years after payment by the Agency of the final invoice.

## **Relay Service Invoice**

Invoices for the resulting Contract shall be submitted as a hard (paper) copy format to:

Division of Vocational Rehabilitation  
Telecommunications Relay Service  
851 Werner Court, Suite 120  
Casper, WY 82601  
ATTN: Lori Cielinski

The Contractor shall submit a monthly invoice for Wyoming's TRS and CTS services for each calendar month to the Agency no later than twenty-one (21) days after the close of each month. At a minimum, the invoice will include the following items:

- Total Monthly TRS Minutes of Service (Reported as Session Time). Session time is the time period measured in minutes or fractions thereof beginning from the point when a relay operator is dedicated to an incoming relay call until the moment the relay operator disconnects the last party. For the purpose of this Statement of Work and subsequent Contract, the definition of billable minutes includes incomplete calls (busy/no answer), general assistance calls, call set-up, and call wrap-up, but does not include the time in queue while the inbound caller is waiting for the call to connect to the relay operator. The minutes and charges shall be rounded at the end of the billing cycle. The duration for each individual call in the CDR in seconds are accumulated. At the end of each month, the total times shall be rounded to the nearest hundredth of a minute (reported with two (2) decimal places), which is the billable unit of time.
- Interstate TRS Session Minutes. An itemized listing of all of Wyoming's TRS minutes recoverable from the Interstate TRS Fund, which shall be subtracted from the Total Monthly TRS Minutes of Service, and shall include, but not be limited to:
  - Total Monthly Interstate Minutes of Service
  - Total Monthly Interstate Directory Assistance Minutes of Service
  - Total Monthly International Minutes of Service
  - Total Monthly Interstate Toll-Free Minutes of Service
  - Total Monthly Interstate Pay-Per-Call Minutes of Service
- Total Monthly State-Billable TRS Minutes of Service. The total monthly state-billable TRS minutes of service shall be reported as session time rounded to the nearest hundredth of a minute and includes all intrastate (i.e. local, intrastate/intra-LATA, intrastate/inter-LATA, intrastate directory assistance, and the intrastate portion of toll-free and pay-per-call) minutes.
- Rate per Minute of TRS Service. As identified in the successful proposal and Contract.
- Total Due for TRS.
- Average Cost per TRS Inbound Call.
- Total Monthly CTS Minutes of Service (Reported as Session Time). Session time is the time period measured in minutes or fractions thereof beginning from the point when a relay operator is dedicated to an incoming relay call until the moment the relay operator disconnects the last party. For the purpose of this Statement of Work and subsequent Contract, the definition of billable minutes includes incomplete calls (busy/no answer), general assistance calls, call set-up, and call wrap-up, but does not include the time in queue while the inbound caller is waiting for the call to connect to the relay operator. The minutes and charges shall be rounded at the end of the billing cycle. The duration for each individual call in the CDR in seconds are accumulated. At the end of each month, the total times shall be rounded to the nearest hundredth of a minute (reported with two (2) decimal places), which is the billable unit of time.
- Interstate CTS session minutes. An itemized listing of all of Wyoming's CTS minutes recoverable from the Interstate TRS Fund, which shall be subtracted from the Total Monthly CTS Minutes of Service, and shall include, but not be limited to:

- Total Monthly Interstate Minutes of Service
  - Total Monthly International Minutes of Service
  - Total Monthly Interstate Toll-Free Minutes of Service
  - Total Monthly Interstate Pay-Per-Call Minutes of Service
  - Total Monthly Interstate 2-Line Minutes of Service
- Total Monthly State-Billable CTS Minutes of Service. The total monthly state-billable CTS minutes of service shall be reported as session time rounded to the nearest hundredth of a minute and includes all intrastate (i.e., local, intrastate/intra-LATA, intrastate/inter-LATA, and the intrastate portion of toll-free, pay-per-call, and 2-Line CTS) minutes.
  - Rate per Minute of CTS Service. As identified in the successful proposal and Contract.
  - Total Due for CTS.
  - Average Cost per CTS Inbound Call.
  - Total Due.
  - The Contractor's monthly invoice to the Agency shall also include the name and signature, telephone number, fax number, and email address of the individual authorized by the Contractor to certify the accuracy of all data used to generate the charges.

### **Outreach Invoice**

The Contractor shall submit a separate invoice quarterly itemizing all pre-approved outreach, marketing, and advertising charges. The charges shall be for pre-approved services rendered and show the services provided and date(s) of completion or delivery. The invoice shall also include the annual outreach balance at the beginning of the billing cycle, cumulative amounts spent, and the remaining outreach balance at the end of the billing cycle.

### **Monthly Reports Including Traffic Reports**

The Contractor shall provide a monthly report with the monthly invoice which captures all of Wyoming's TRS and CTS activity of one calendar month and which will enable the State to monitor whether the relay service is meeting each of the FCC and State performance standards. Daily traffic or call volume reports which are referenced below shall capture all activity for a twenty-four (24) hour period, beginning daily at 12:00 A.M. CTS reports shall be specific to Wyoming. The monthly report shall include, but is not limited to, the following information:

- A jurisdictional summary of TRS calls, which includes the session minutes, conversation minutes, number of outbound calls, completed calls, and percentage of the total calls for each of the following call types:
  - Local
  - Intrastate/Intra-LATA
  - Intrastate/Inter-LATA
  - Directory Assistance (Intrastate and Interstate)
  - Interstate
  - International
  - Toll Free

- Pay-per-call
  - Total Complete
  - General Assistance
  - Total Outbound
  - Busy/No Answer
  - Marine (ship to shore) calls
- A monthly STS report, including total session minutes; total conversation minutes; total intrastate conversation minutes; total intrastate session minutes; information on jurisdiction (e.g., local, toll-free, directory assistance, international, etc.); average daily and monthly call length (call set-up, call wrap-up, conversation minutes, session minutes), average length of calls (by hour of the day), and average time in queue (0-5 seconds, 6-10 seconds, 11-20 seconds, 21-30 seconds, 31-60 seconds, 61-90 seconds, 91-120 seconds, 121-180 seconds, 181-240 seconds and greater than 240 seconds).
  - A TRS usage report that includes daily as well as monthly totals for the following: the number of inbound calls; calls in queue; abandoned calls; answered calls; average seconds in queue; average speed of answer; percentage of calls answered within ten (10) seconds, including abandoned calls; percentage of calls answered within ten (10) seconds, not including abandoned calls; percentage of calls answered within sixty (60) seconds; average session minutes per inbound call; and average conversation minutes per inbound call.
  - The total number of outbound TRS calls to 9-1-1.
  - The TRS call breakdown by calling type, with a separate breakdown by calling type for 7-1-1, which shall include: the total number of inbound and outbound calls for each call type; the percentage of the total for each call type; the total number of session minutes for each call type; the average length of call by call type; and Spanish calls for each call type. Call types include, but are not limited to:
    - TTY-Baudot
    - TTY-Turbo Code
    - ASCII
    - Voice
    - Voice Carry Over (VCO)
    - Hearing Carry Over (HCO)
    - Speech-to-Speech (STS)
    - Spanish Voice
    - Spanish TTY (Baudot)
    - Spanish TTY (Turbo Code)
    - Spanish VCO
    - Spanish HCO
    - Spanish to English/English to Spanish
  - The number of inbound TRS calls for each hour of the day and each day of the week for every day of each month.
  - The number of outbound TRS calls for each hour of the day and each day of the week for every day of each month.
  - The average session minutes per TRS inbound call for each hour of the day and each day of

the week for every day of each month.

- The number of calls in queue, monthly total of calls offered, handled, and abandoned in queue, also the length of time in queue; daily totals of calls offered, calls abandoned, and length of time in queue (delayed call profile), average time in queue (seconds)
- The inbound calls, handled calls and abandons using the following increments: 0-5 seconds; 6-10 seconds; 11-20 seconds; 21-30 seconds; 31-60 seconds; 61-90 seconds; 91-120 seconds; 121-180 seconds; 181-240 seconds; and greater than 240 seconds.
- The daily and monthly average speed of answer times for each and all relay centers processing TRS calls, and the average daily and monthly percentage of calls answered within ten (10) seconds, including abandoned calls for each and all relay centers processing Wyoming TRS calls (Weighted Service Level).
- The daily and monthly average speed of answer and percentage of calls answered within ten (10) seconds for calls to Customer Service.
- The average daily and monthly blockage rates for each Wyoming TRS access number and total monthly blocked calls for all Wyoming Relay access numbers.
- A call summary by access number, including the monthly total of inbound calls, answered calls, blocked calls, abandoned calls, and blockage rate for each Wyoming TRS access number.
- The breakdown of TRS call volume by varying lengths, including the total daily and monthly number of calls for each of the following call lengths:
  - 0 – 5.00 minutes
  - 5+– 10.00 minutes
  - 10+ – 20.00 minutes
  - 20+ – 30.00 minutes
  - 30+ – 40.00 minutes
  - 40+ – 50.00 minutes
  - 50+ – 60.00 minutes
  - 60+
- The number of relay operators for each relay center providing relay service on duty by hour and day of the week for each day of the month, including the average daily and monthly number of Spanish-speaking relay operators on duty.
- NPA reports for TRS calls, including the following daily and monthly information:
  - Number of Incoming Calls by Originating NPA
  - Number of Outgoing Calls (including busy, no answer, and disconnected) by Originating NPA
  - Number of Completed Calls by Originating NPA
  - Number of Abandoned Calls by Originating NPA
  - Total Session Minutes by Originating NPA
  - Total Conversation Minutes by Originating NPA
- NPA/NXX TRS and CTS Reports. The total number of TRS users (subscribers) and the total

number of CTS users (subscribers) categorized by communities in Wyoming.

- The total number of daily and monthly inbound and outbound TRS calls and the percentages of the total monthly calls handled at each relay center where Wyoming TRS calls are processed.
- The total number of completed outbound calls to a Wyoming telephone number and the associated conversation minutes for Contractor's IP and VRS on a monthly basis.
- A breakdown of length of calls, including the average daily and monthly length of call for each call type, broken down into call set-up, call duration (talk time), and call wrap-up.
- A jurisdictional summary of CTS calls, which includes the session minutes, conversation minutes, outbound calls, completed calls, and percentage of calls for each of the following:
  - Intrastate
  - Interstate
  - International
  - 2-Line
  - Toll Free
  - Pay-per-call
  - Total Completed
  - General Assistance (do not include conversation minutes)
  - Total Outbound (do not include conversation minutes)
- A CTS usage report that includes daily as well as monthly totals for the following: the number of inbound calls; abandoned calls; answered calls; average speed of answer; percentage of calls answered within ten (10) seconds, including abandoned calls; percentage of calls answered within ten (10) seconds, not including abandoned calls; average session minutes per inbound call; and average conversation minutes per inbound call.
- The average daily and monthly blockage rates and the number of blocked calls. This shall include separately the number of calls blocked and the number of calls remaining in queue for longer than 90 seconds.
- A report of CTS operator statistics, including average word per minute transcription rate, average rate of accuracy, and average rate of error.
- The number of inbound Spanish CTS calls and the number of session minutes of Spanish CTS calls.
- Customer Contact Summary. The Contractor shall provide monthly reports summarizing all complaints/feedback received for both TRS and CTS which shall include, but not be limited to: the number of customer complaints/feedback received; the date and time of initial contact; the method of contact (phone, email, etc.); point of contact (supervisor, Customer Service, account manager, outreach staff, etc.); the nature and type of each complaint/feedback; customer information, when given; call information; a description of how each complaint was or will be resolved; date and time of resolution; complaint/feedback tracking number; and days to resolution (if applicable). Additionally, the total number and the category of contact (i.e. commendations, inquiry calls, etc.) shall be included.

- Monthly Outreach Activity Report. The Contractor shall provide a monthly report of meeting/outreach events attended and/or conducted, including a list of any planned upcoming events.
- A monthly report of any and all instances where a caller's outbound carrier of choice request was not allowed, including the name of the carrier; the number of outbound call requests denied to that carrier; the Contractor's attempts to contact the carrier; and a point of contact for the carrier.

Traffic report production shall be electronically produced.

The Contractor, upon request, shall provide the Agency with professional interpretation, analysis and explanation of any reports provided.

The Contractor shall modify the data collected and/or modify the required report formats at any time upon thirty (30) days notice by the Agency before the date the new or modified report is due. The purpose of these modifications and/or special reports may be to respond to an industry, legislative, agency, or consumer request for information.

### **Operational Readiness and Service Transition/Implementation**

The Contractor shall work with the incumbent provider using industry-accepted practices to transition the existing, portable toll-free numbers. The Wyoming Relay access numbers are as follows:

877-711-9982	Translation Code for 7-1-1
866-674-6832	Translation Code for VoIP 7-1-1
800-877-9965	TTY/ASCII/HCO
800-877-9975	Voice
877-877-1474	VCO
877-787-0503	STS
800-829-2783	Spanish
888-694-4450	Wyoming Relay Customer Service

The Contractor shall not invoice the Agency for any costs associated with the start-up phase.

End-of-Contract Transition. The Contractor shall provide technical, business, and administrative support as requested by the Agency to ensure effective and efficient end-of-contract transition to any new Contractor(s). Transition activities shall include, but not be limited to: the transfer of the Customer Profile database in a usable form; transfer of all Wyoming Relay toll-free access numbers; and the transfer of outreach and advertising materials in a usable form. Notwithstanding the foregoing, any transfer of Deliverables shall be subject to the requirements and limitations in "Ownership of Outreach Deliverables", Section 8 (Q), of the Contract. The Contractor shall offer its support to the Agency for up to a thirty (30) day period immediately following the expiration or termination of the Contract.

### **Quality Assurance and Quality Control**

The Contractor, in collaboration with the Agency, shall continuously evaluate the quality of TRS by the following methods, including but not limited to: individual operator performance surveys at least twice per month; internal test call program conducted monthly on randomly selected operators; independent third-party evaluations conducted quarterly on randomly selected operators; analysis of customer contacts/complaints, as necessary; and analysis of Agency and Telecommunications Relay Service

Advisory Committee concerns, as necessary.

The Contractor, in collaboration with the Agency, shall continuously evaluate the quality of CTS by the following methods, including but not limited to: evaluation of at least one call per shift for each CTS operator; requiring all CTS operators to qualify for live call handling each month by successfully passing a monthly proficiency and knowledge test; routinely coaching CTS operators on call center ergonomics, call handling procedures, and confidentiality; and evaluation of CTS operators through routine testing programs conducted by the Contractor and independent parties on behalf of the Contractor.

The Contractor shall provide the Agency with any and all independent third party quality assessment results for Wyoming TRS and/or CTS.

The Contractor shall provide Wyoming TRS and CTS users opportunities for input on the quality of relay. The Contractor shall participate in Wyoming's Telecommunications Relay Service Advisory Committee meetings in order to collect input on how Wyoming Relay should be improved to best meet relay users' needs. The Contractor shall explain in all appropriate brochures and outreach materials how users may easily provide on-going feedback and evaluation of Wyoming Relay service. The Contractor shall conduct a minimum of one consumer survey or focus group session annually in order to collect consumer input on Wyoming's TRS and CTS. The Contractor shall work with non-profit organizations as well as consumer groups to collect input on service quality. The Contractor shall gather feedback from State relay administrators.

## **Complaint Resolution**

The Contractor shall provide a twenty-four (24) hour-per-day process for handling complaints, inquiries, comments, and commendations regarding the relay services and relay center personnel. A summary of complaint/feedback procedures shall be included in printed outreach materials. The complaint, comment, inquiry and commendations procedures shall include, but not be limited to, the following:

Options. In addition to Customer Service's toll-free number, the Contractor shall accept commendations and complaints via the following: online with a supervisor or operations administrator; Customer Service (email, fax, mail); Account Manager (in person, email, fax, mail, video conference, etc.); CTS Customer Service (fax, email, online chat, mail); and Agency staff (in person, email, fax, mail). Upon receipt of a complaint filed by a customer, the Contractor shall provide the customer with information regarding the procedures to resolve the nature of the complaint and will offer follow-up communication with the customer.

Content and Procedures. All TRS and CTS complaints, whether verbal or written, shall be documented, and must include the date the complaint was filed; customer contact information unless the customer declines to give the information; the customer's preferred method of contact (i.e. phone, email, etc.); point of contact (supervisor, Customer Service, account manager, outreach staff, Agency staff, etc.); operator number, if given; nature of complaint; resolution or immediate steps taken toward a resolution; date and time of resolution; complaint tracking number; and days to resolution (if applicable). All complaints and relevant information concerning the complaint are to be kept on file with the Contractor for the length of the Contract. Any complaint not resolved within seventy-two (72) hours shall be forwarded to the Account Manager and the Agency. All contacts shall be reported on the monthly Customer Contact Summary, which is contained in the monthly report provided to the Agency.

Complaint Records. The Contractor shall send copies of all resolved complaints to the Agency. To enable the State to meet its complaint resolution responsibilities to the FCC, to monitor the quality of relay services being provided by the Contractor, and to ensure that the Contractor is making

reasonable efforts to resolve complaints, the Contractor shall make the full contents of the complaint record/file available to the State, upon request, and provide the known names and contact information of any complainant to the Agency's Contract Administrator (Lori Cielinski), if requested.

Follow-up. Complaints not resolved within seventy-two (72) hours shall have all follow-up information included and forwarded to the Agency as follow-up steps occur. Complainants shall be asked to provide their contact information and their preferred method of contact, to facilitate follow-up of the complaint. Follow-up with the customer shall clearly indicate the problem and the steps taken toward resolution. All follow-up, including the date and explanation of the final resolution, shall be documented and reported to the Agency. The Agency reserves the right to intervene or advocate on behalf of the customer at any time during the resolution process. All written notifications sent to customers by the Contractor shall include contact information for the Agency's Contract Administrator and the FCC.

Supervisor Availability. The Contractor shall ensure that any user of the relay center shall be able to reach a supervisor or administrator while still on line during a relay call.

Monthly Customer Contact Summary. The Contractor's Account Manager shall be responsible for tracking all monthly commendations and complaints which shall be included in the monthly Customer Contact Summary submitted to the Agency.

Multiple Complaints During One Contact. If a relay customer's complaint contains multiple issues, then each issue shall be documented and tallied individually within the customer complaint report.

Annual Complaint Log Summary. An annual narrative report and log summarizing and tabulating the monthly information regarding complaints for all types of TRS calls and CTS calls, including the total number of all complaints received for each twelve (12) month period ending May 31, shall be prepared and provided to the Agency for submission to the FCC. The log must be received by the Agency in electronic Microsoft Word-compatible format no later than June 14 of each year. The Annual Complaint Log must contain (at a minimum) the following reporting categories for each complaint: the date the complaint was filed; the nature of the complaint; the date of resolution; the complaint tracking number; and an explanation of the resolution.

## **Customer Service Access**

Customer Service. The Contractor shall provide toll-free Customer Service for all TRS call types twenty-four (24) hours-per-day, seven (7) days-per-week, three hundred sixty-five (365) days-per-year. Customer Service shall be accessible to Spanish language relay users. The existing Agency-owned nationwide toll-free Customer Service number (888-694-4450) shall be used for the convenience of all callers wishing to call the Customer Service line directly. The Contractor shall ensure that callers accessing the Customer Service number are not subject to excessive delays before reaching a live Customer Service representative. The Contractor shall also offer customers the option of contacting Customer Service by fax, email and mail. Customer Service shall provide: information and instructions on the use of the relay and its features; a customized relay experience, including establishing and modifying Customer Profiles upon customer request; referrals to Wyoming Relay's Equipment Distribution Program; and assistance with any questions or problems the user may have related to the relay service and/or long distance billing. Customer Service shall also be a contact point for people wishing to compliment or complain about the relay service. All information and referral calls received by the relay operators shall be transferred immediately and directly to Customer Service for processing. Prior to transferring the call, the relay operators shall provide the direct Customer Service telephone number to the customer. The relay operators shall still transfer the call if the customer declines to receive the direct Customer Service telephone number.

The Contractor shall provide toll-free telephone access to Customer Service for CTS users at a minimum of Monday through Friday, 6:00 A.M. to 6:00 P.M. MDT. The Contractor's TRS Customer Service is available to CTS users twenty-four (24) hours-per-day, seven (7) days-per-week, three hundred sixty-five (365) days-per-year. In addition to the toll-free access number, the Contractor shall offer CTS user the options of contacting CTS Customer Service by fax, email, mail, on-line chat with Customer Service, Account Manager, or a feedback form which allows customer to leave an online message for CTS Customer Service. CTS Customer Service shall provide: general information and referral; education and information; information on how to obtain CapTel<sup>®</sup> equipment, including referrals to the Wyoming Relay Equipment Distribution Program; and feedback on service.

The Contractor shall provide a dedicated line for Spanish Customer Service at no additional charge to the State for any associated minutes of use.

The Contractor shall ensure Wyoming TRS and CTS users have access, including, but not limited to: instructional materials; frequently asked questions; the Account Manager's contact information; and a survey card which allows on-line feedback submission on any websites established for the Agency.

The Contractor shall provide a website ([www.SprintSTS.com](http://www.SprintSTS.com)) to educate users on the availability and benefits of Speech-to-Speech Relay. The Contractor shall also offer a dedicated twenty-four (24) hours-per-day, seven (7) days-per-week, three hundred sixty-five (365) days-per-year STS Customer Service toll-free number as well as a STS Customer Service email address to specifically address questions and concerns related to STS.

**SERVICE LEVEL PERFORMANCE  
REQUIREMENTS  
ATTACHMENT C**

**SPRINT COMMUNICATIONS COMPANY, L.P.**

12502 SUNRISE VALLEY DRIVE, RESTON, VA 20196  
*703-433-8581*

**August 1, 2011**

## 1. General Description

This document is intended to identify and describe the service level performance requirements and liquidated damages. The sole purpose of liquidated damages is to assure adherence to the performance requirements in the Contract. No punitive intention is inherent. The parties to the Contract acknowledge that in the event of a failure by Sprint Communications Company, L.P. (Contractor) to meet the performance requirements, damage shall be sustained by the State of Wyoming, Department of Workforce Services, Division of Vocational Rehabilitation (Agency), and that it is and will be, impractical and extremely difficult to ascertain and determine the actual damages which the Agency will sustain in the event of and by reason of such failure. The Contractor therefore agrees that it shall pay the Agency for such failures, at the sole discretion of the Agency, the amounts set forth below:

## 2. Performance Requirements and Liquidated Damages

### 2.1. Service Start-Up

Full Service Start Date. The Contractor shall commence full Wyoming Telecommunications Relay Service (TRS) and Captioned Telephone Relay Service (CTS) operations on August 1, 2011, or upon Contract execution. Liquidated damages are one thousand dollars (\$1,000.00) per day for each calendar day from the day of delay, up to a maximum of thirty (30) days. Should the Contractor be unable to complete the installation, and/or be unable to absorb Wyoming's TRS and CTS call traffic at the end of the thirty (30) day period, the Agency may treat the Contract as being in default, terminate the Contract, and seek such additional relief as provided by law. The Contractor shall not be charged for liquidated damages when the delay arises out of causes beyond the control, and without the fault or negligence of, the Contractor.

Relay Operator Policies, Procedures and Training Manual. The Contractor shall provide the Agency with any and all current TRS operator policies, procedures and training manual(s) within thirty (30) calendar days after the execution of this Contract. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day past the due date, up to a maximum of thirty (30) days.

Relay Operator Proficiency Examination(s). The Contractor shall provide the TRS operator proficiency examination(s) to the Agency within thirty (30) calendar days after the execution of this Contract. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day past the due date, up to a maximum of thirty (30) days.

## 2.2. Operating Parameters

Excessive Call Blockage and Excessive Hold Time. A blocked call is defined as a call receiving a busy signal. Excessive hold time is defined as any call that rings or is in queue/hold in excess of ninety (90) seconds. The Contractor must meet the requirement that no more than a daily average of one percent (1%) of the calls to each of the Wyoming Relay access telephone numbers and the CTS access number shall be blocked. Liquidated damages are two hundred fifty dollars (\$250.00) per day for each day the blockage requirement is not met. The Contractor must meet the requirement that all calls shall be answered by a live operator ready to process the call within ninety (90) seconds. Liquidated damages are two hundred fifty dollars (\$250.00) per day for each day there are any calls which ring or are in queue/hold in excess of ninety (90) seconds. Liquidated damages are two hundred fifty dollars (\$250.00) per day for each day more than one percent (1%) of the TRS calls or more than one percent (1%) of the CTS calls ring or are in queue/hold in excess of ninety (90) seconds.

Excessive Time to Answer Calls. Except during network failure, the Contractor must meet the requirement that for each calendar day, eighty-five percent (85%) of all calls shall be answered within ten (10) seconds. Abandoned calls shall be included in the speed-of-answer calculation. Liquidated damages for any days in which less than eighty-five percent (85%) of calls are answered within ten (10) seconds are two hundred fifty dollars (\$250.00) per day.

Service Outage. A service outage is defined as a complete failure of the relay service equipment used to process TRS and/or CTS calls. A complete failure occurs when the TRS and/or CTS system is one hundred percent (100%) incapable of processing calls. Any service outage exceeding two (2) hours in length within a twenty-four (24) hour period shall subject the Contractor to liquidated damages of one thousand dollars (\$1,000.00) per day. The Contractor shall not be liable for calls that have not reached their network, nor for incidents which fall under Force Majeure as identified in the terms and conditions of the Contract.

## 2.3. Monthly Reports

The Contractor shall provide a monthly report to the Agency no later than the twenty-first (21<sup>st</sup>) day of the following month. Liquidated damages are five hundred dollars (\$500.00) per day for each calendar day the report is overdue.

### 3. Invoicing

The Contractor shall provide a monthly invoice for Wyoming's TRS and CTS services for each calendar month to the Agency no later than twenty-one (21) days after the close of each month.

Invoices for the resulting Contract shall be submitted as a hard (paper) copy format to:

Division of Vocational Rehabilitation  
Telecommunications Relay Service  
851 Werner Court, Suite 120  
Casper, WY 82601  
ATTN: Lori Cielinski

The Contractor's monthly invoice to the Agency shall include the printed name, signature, telephone number, fax number, and email address of the individual authorized by the Contractor to certify the accuracy of all data used to generate the charges.

Upon the Agency's receipt and approval of an invoice from the Contractor, the Agency shall pay the invoice within the normal accounts payable processing time, not to exceed forty-five (45) days.

Payments of invoices will be based upon the Contractor meeting the stated deadlines and upon the State's acceptance of the deliverables, including, but not limited to, the monthly report.

Amounts due to the Agency as liquidated damages shall be offset against any monies due the Contractor pursuant to the Contract. The Agency shall notify the Contractor of any claim for liquidated damages pursuant hereto on or before the date the Agency deducts such sums from money payable to the Contractor. The total amount of liquidated damages cannot exceed the limits of the Contract. Any liquidated damages that are assessed are in addition to and not in limitation of any other rights or remedies of the Agency.

The Agency's election not to assess liquidated damages for any instance of a failure to meet a performance requirement shall not be deemed to be a waiver of the Agency's right to assess liquidated damages in any other instance.

#### 3.1. Reporting

Within two months of Contract execution, the Contractor shall meet with the Agency to determine all types of data available for reporting purposes in order to set up any additional regular monthly reports which may be of benefit to the Agency. All reports shall become the property of the Agency, and therefore shall not be copyrighted by the Contractor.

The Contractor shall provide a monthly report with the monthly invoice which captures all of Wyoming's TRS and CTS activity of one calendar month and which will enable the State to monitor whether the relay service is meeting each of the FCC and State performance standards. Daily traffic or call volume reports shall capture all activity for a twenty-four (24) hour period, beginning daily at 12:00 A.M. CTS reports shall be specific to Wyoming. Monthly reports shall include, but not be limited to, the following information to document adherence to performance requirements:

- 1) A TRS usage report that includes daily as well as monthly totals for the following: the number of inbound calls; calls in queue; abandoned calls; answered calls; average seconds in queue; average speed of answer; percentage of calls answered within ten (10) seconds, including abandoned calls; percentage of calls answered within ten (10) seconds, not including abandoned calls; percentage of calls answered within sixty (60) seconds; average session minutes per inbound call; and average conversation minutes per inbound call.
- 2) The daily and monthly average speed of answer times for each and all relay centers processing TRS calls, and the average daily and monthly percentage of calls answered within ten (10) seconds, including abandoned calls for each and all relay centers processing Wyoming TRS calls.
- 3) The average daily and monthly blockage rates for each Wyoming TRS access number and total monthly blocked calls for all Wyoming Relay access numbers.
- 4) A call summary by access number to include the monthly total of inbound calls, answered calls, blocked calls, abandoned calls, and blockage rate for each Wyoming TRS access number.
- 5) A CTS usage report that includes daily as well as monthly totals for the following: the number of inbound calls; abandoned calls; answered calls; average speed of answer; percentage of calls answered within ten (10) seconds, including abandoned calls; percentage of calls answered within ten (10) seconds, not including abandoned calls; average session minutes per inbound call; and average conversation minutes per inbound call.
- 6) The average daily and monthly blockage rates for Wyoming CTS calls, the number of calls blocked and the number of calls remaining in queue for longer than ninety (90) seconds.

**AMENDMENT FOUR**  
**TO THE TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN**  
**STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,**  
**DIVISION OF VOCATIONAL REHABILITATION**  
**AND**  
**HAMILTON TELEPHONE COMPANY**  
**d/b/a HAMILTON TELECOMMUNICATIONS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Workforce Services, Division of Vocational Rehabilitation [Agency], whose address is 122 W. 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002; and Hamilton Telephone Company, d/b/a Hamilton Telecommunications [Contractor], whose address is 1001 12<sup>th</sup> Street, Aurora, NE 68818.
2. **Purpose of Amendment.** This Amendment shall constitute the fourth amendment to the Contract between the Agency and the Contractor, which was duly executed on July 7, 2004, and which became effective on July 7, 2004. The purpose of this Amendment is to: a) extend the term of the Contract by one (1) year to July 31, 2009; and b) increase the Contract's total dollar amount by two hundred thousand dollars (\$200,000.00) to one million, two hundred thousand dollars (\$1,200,000.00).

Original Contract, dated July 7, 2004, required the Contractor to provide a full service, confidential, statewide, 24-hours-per-day, 7-days-per-week, 365-days-a-year telecommunications relay service known as Wyoming Relay Service for a Contract amount of seven hundred thousand dollars (\$700,000.00), with an expiration date of July 31, 2006.

Amendment One, dated December 12, 2005, provided for the expansion of telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

Amendment Two, dated June 26, 2006, extended the Contract by one (1) year to July 31, 2007, and added three hundred thousand dollars (\$300,000.00) to the Contract for an amended Contract total amount of one million dollars (\$1,000,000.00).

Amendment Three, dated July 20, 2007 extended the Contract by one (1) year to July 31, 2008.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of this Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.
4. **Amendments.**

A. Section 3(A) of the original Contract is hereby amended to read as follows:

“This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004 through July 31, 2009. All services shall be completed during this term.”

**B.** Section 4(D) of the original Contract is hereby amended to read as follows:

“In no event shall the total amount paid to the Contractor by the Agency under this Contract exceed one million two hundred thousand dollars (\$1,200,000.00). All travel, services, materials, shipping, and other expenses incurred by the Contractor, or any subcontractors, during the performance of this Contract are considered to be incorporated in the price.”

5. **Additional Responsibilities of Agency.** Responsibilities of the Agency have not changed.

6. **Additional Responsibilities of Contractor.** Responsibilities of the Contractor have not changed.

7. **Special Provisions.**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

8. **General Provisions.**

**A. Entirety of Contract.** The original Contract plus all exhibits and attachments, consisting of three hundred ninety-eight (398) pages, Amendment One, consisting of three (3) pages, Amendment Two, consisting of three (3) pages, Amendment Three, consisting of three (3) pages, and Amendment Four, consisting of three (3) pages represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** INWITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

The effective date of this Amendment is the date of the signature last affixed to this page.

**AGENCY:**

Department of Workforce Services

*for* Joan M. Osbold  
Joan Evans, Director

7/29/08  
Date

Division of Vocational Rehabilitation

*for* Keith J. McIntosh, Administrator  
Keith J. McIntosh, Administrator

7/29/08  
Date

**CONTRACTOR:**

Hamilton Telephone Company d/b/a Hamilton Telecommunications

John A. Nelson  
John A. Nelson, Nedelco Vice President of Operations

7-28-08  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

Robert L. Lanter #23546  
Robert L. Lanter, Senior Assistant Attorney General

7-17-08  
Date

**AMENDMENT FIVE**  
**TO THE TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN**  
**STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,**  
**DIVISION OF VOCATIONAL REHABILITATION**  
**AND**  
**HAMILTON TELEPHONE COMPANY**  
**d/b/a HAMILTON TELECOMMUNICATIONS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Workforce Services, Division of Vocational Rehabilitation [Agency], whose address is 122 W. 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002; and Hamilton Telephone Company, d/b/a Hamilton Telecommunications [Contractor], whose address is 1001 12<sup>th</sup> Street, Aurora, NE 68818.
  
2. **Purpose of Amendment.** This Amendment shall constitute the fifth amendment to the Contract between the Agency and the Contractor, which was duly executed on July 7, 2004, and which became effective on July 7, 2004. The purpose of this Amendment is to: a) extend the term of the Contract by one (1) year to July 31, 2010; b) increase the Contract's total dollar amount by five hundred thousand dollars (\$500,000.00) to one million, seven hundred thousand dollars (\$1,700,000.00) and c) delete in its entirety Section 7, Video Relay Service, pages 136 -142 of Exhibit A, the Contractor's Technical Proposal.

Original Contract, dated July 7, 2004, required the Contractor to provide a full service, confidential, statewide, 24-hours-per-day, 7-days-per-week, 365-days-a-year telecommunications relay service known as Wyoming Relay Service for a Contract amount of seven hundred thousand dollars (\$700,000.00), with an expiration date of July 31, 2006.

Amendment One, dated December 12, 2005, provided for the expansion of telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

Amendment Two, dated June 26, 2006, extended the Contract by one (1) year to July 31, 2007, and added three hundred thousand dollars (\$300,000.00) to the Contract for an amended Contract total amount of one million dollars (\$1,000,000.00).

Amendment Three, dated July 20, 2007 extended the Contract by one (1) year to July 31, 2008.

Amendment Four, dated July 29, 2008, extended the Contract by one (1) year to July 31, 2009, and added two hundred thousand dollars (\$200,000.00) to the Contract for an amended Contract total amount of one million, two hundred thousand dollars (\$1,200,000.00).

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the

term of this Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

4. **Amendments.**

A. Section 3(A) of the original Contract is hereby amended to read as follows:

“This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004 through July 31, 2010. All services shall be completed during this term.”

B. Section 4(D) of the original Contract is hereby amended to read as follows:

“In no event shall the total amount paid to the Contractor by the Agency under this Contract exceed one million, seven hundred thousand dollars (\$1,700,000.00). All travel, services, materials, shipping, and other expenses incurred by the Contractor, or any subcontractors, during the performance of this Contract are considered to be incorporated in the price.”

C. Section 7, Video Relay Service, pages 136 -142 of Exhibit A, the Contractor’s Technical Proposal is deleted in its entirety.

5. **Additional Responsibilities of Agency.** Responsibilities of the Agency have not changed.

6. **Additional Responsibilities of Contractor.** Responsibilities of the Contractor have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

8. **General Provisions.**

A. **Entirety of Contract.** The original Contract plus all exhibits and attachments, consisting of three hundred ninety-eight (398) pages, Amendment One, consisting of three (3) pages, Amendment Two, consisting of three (3) pages, Amendment Three, consisting of three (3) pages, Amendment Four, consisting of three (3) pages, and Amendment Five, consisting of three (3) pages represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

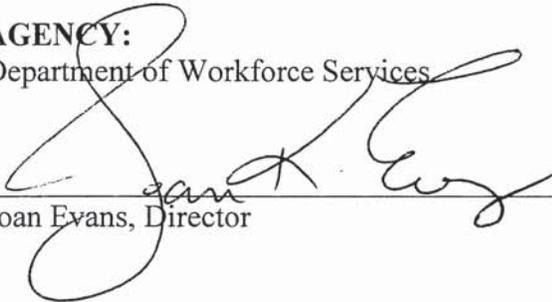
9. **Signatures.** INWITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

The effective date of this Amendment is the date of the signature last affixed to this page.

**AGENCY:**

Department of Workforce Services

  
\_\_\_\_\_  
Joan Evans, Director

3/26/09  
Date

Division of Vocational Rehabilitation

  
\_\_\_\_\_  
Keith J. McIntosh, Administrator

3-23-09  
Date

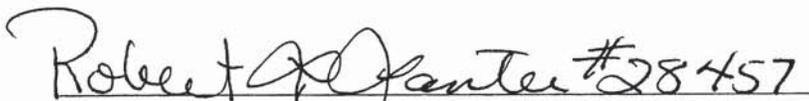
**CONTRACTOR:**

Hamilton Telephone Company d/b/a Hamilton Telecommunications

  
\_\_\_\_\_  
John A. Nelson, Nedelco Vice President of Operations

3-19-09  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Robert L. Lanter, Senior Assistant Attorney General

3-5-09  
Date

**AMENDMENT SIX**  
**TO THE TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN**  
**THE STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,**  
**DIVISION OF VOCATIONAL REHABILITATION**  
**AND**  
**HAMILTON TELEPHONE COMPANY**  
**d/b/a HAMILTON TELECOMMUNICATIONS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Workforce Services, Division of Vocational Rehabilitation [Agency], whose address is 122 W. 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002; and Hamilton Telephone Company d/b/a Hamilton Telecommunications [Contractor], whose address is 1001 12<sup>th</sup> Street, Aurora, NE 68818.
  
2. **Purpose of Amendment.** This Amendment shall constitute the sixth amendment to the Contract between the Agency and the Contractor, which was duly executed on July 7, 2004, and which became effective on July 7, 2004. The purpose of this Amendment is to: a) extend the term of the Contract by six (6) months through January 31, 2011; and b) increase the Contract's total dollar amount by two hundred thousand dollars (\$200,000.00) to one million nine hundred thousand dollars (\$1,900,000.00).

Original Contract, dated July 7, 2004, required the Contractor to provide a full service, confidential, statewide, 24-hours-per-day, 7-days-per-week, 365-days-per-year telecommunications relay service known as Wyoming Relay Service for a Contract amount of seven hundred thousand dollars (\$700,000.00), with an expiration date of July 31, 2006.

Amendment One, dated December 12, 2005, provided for the expansion of telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

Amendment Two, dated June 26, 2006, extended the Contract by one (1) year to July 31, 2007, and added three hundred thousand dollars (\$300,000.00) to the Contract, for an amended Contract total amount of one million dollars (\$1,000,000.00).

Amendment Three, dated July 20, 2007, extended the Contract by one (1) year to July 31, 2008.

Amendment Four, dated July 29, 2008, extended the Contract by one (1) year to July 31, 2009, and added two hundred thousand dollars (\$200,000.00) to the Contract, for an amended Contract total amount of one million two hundred thousand dollars (\$1,200,000.00).

Amendment Five, dated March 26, 2009, extended the term of the Contract by one (1) year to July 31, 2010; increased the Contract's total dollar amount by five hundred thousand dollars (\$500,000.00), for an amended Contract total amount of one million

seven hundred thousand dollars (\$1,700,000.00); and deleted in its entirety Section 7, Video Relay Service, pages 136 -142 of Exhibit A, the Contractor's Technical Proposal.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of this Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

4. **Amendments**

- A. Section 3(A) of the original Contract is hereby amended to read as follows:

“This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004, through January 31, 2011. All services shall be completed during this term.”

- B. Section 4(D) of the original Contract is hereby amended to read as follows:

“In no event shall the total amount paid to the Contractor by the Agency under this Contract exceed one million nine hundred thousand dollars (\$1,900,000.00). All travel, services, materials, shipping, and other expenses incurred by the Contractor, or any subcontractors, during the performance of this Contract are considered to be incorporated in the price.”

5. **Additional Responsibilities of Agency.** Responsibilities of the Agency have not changed.

6. **Additional Responsibilities of Contractor.** Responsibilities of the Contractor have not changed.

7. **Special Provisions**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

8. **General Provisions**

- A. **Entirety of Contract.** The original Contract, plus all exhibits and attachments, consisting of three hundred ninety-eight (398) pages; Amendment One, consisting of three (3) pages; Amendment Two, consisting of three (3) pages; Amendment Three, consisting of three (3) pages; Amendment Four, consisting of three (3) pages; Amendment Five, consisting of three (3) pages; and Amendment Six,

consisting of four (4) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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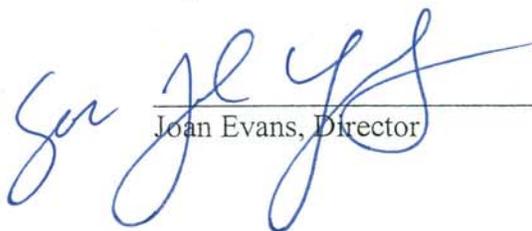
9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

The effective date of this Amendment is the date of the signature last affixed to this page.

**AGENCY:**

Department of Workforce Services



Joan Evans, Director

John Ysebaert, Acting Director

7/29/2010  
Date

Division of Vocational Rehabilitation

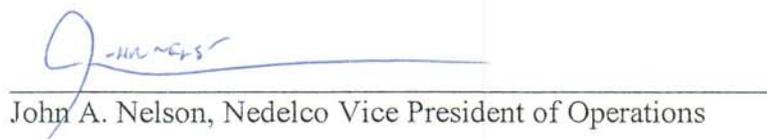


Keith J. McIntosh, Administrator

7/30/10  
Date

**CONTRACTOR:**

Hamilton Telephone Company d/b/a Hamilton Telecommunications



John A. Nelson, Nedelco Vice President of Operations

7-16-10  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**



Robert L. Lanter, Senior Assistant Attorney General

7-9-10  
Date

**AMENDMENT SEVEN  
TO THE TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN  
THE STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,  
DIVISION OF VOCATIONAL REHABILITATION  
AND  
HAMILTON TELEPHONE COMPANY  
d/b/a HAMILTON TELECOMMUNICATIONS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Workforce Services, Division of Vocational Rehabilitation [Agency], whose address is 122 W. 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002; and Hamilton Telephone Company d/b/a Hamilton Telecommunications [Contractor], whose address is 1001 12<sup>th</sup> Street, Aurora, NE 68818.
  
2. **Purpose of Amendment.** This Amendment shall constitute the seventh amendment to the Contract between the Agency and the Contractor, which was duly executed on July 7, 2004, and which became effective on July 7, 2004. The purpose of this Amendment is to: a) extend the term of the Contract by three (3) months to April 30, 2011; b) increase the price for CapTel™ service from one dollar and forty-five cents (\$1.45) per conversation minute to one dollar and seventy-two cents (\$1.72) per conversation minute; and c) increase the Contract's total dollar amount by one hundred thousand dollars (\$100,000.00), for an amended Contract total amount of two million dollars (\$2,000,000.00).

Original Contract, dated July 7, 2004, required the Contractor to provide a full service, confidential, statewide, 24-hours-per-day, 7-days-per-week, 365-days-per-year telecommunications relay service known as Wyoming Relay Service for a Contract amount of seven hundred thousand dollars (\$700,000.00), with an expiration date of July 31, 2006.

Amendment One, dated December 12, 2005, provided for the expansion of telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

Amendment Two, dated June 26, 2006, extended the Contract by one (1) year to July 31, 2007, and added three hundred thousand dollars (\$300,000.00) to the Contract, for an amended Contract total amount of one million dollars (\$1,000,000.00).

Amendment Three, dated July 20, 2007, extended the Contract by one (1) year to July 31, 2008.

Amendment Four, dated July 29, 2008, extended the Contract by one (1) year to July 31, 2009, and added two hundred thousand dollars (\$200,000.00) to the Contract, for an amended Contract total amount of one million two hundred thousand dollars (\$1,200,000.00).

Amendment Five, dated March 26, 2009, extended the term of the Contract by one (1) year to July 31, 2010; increased the Contract's total dollar amount by five hundred thousand dollars (\$500,000.00), for an amended Contract total amount of one million seven hundred thousand dollars (\$1,700,000.00); and deleted in its entirety Section 7, Video Relay Service, pages 136 -142 of Exhibit A in the Contractor's Technical Proposal.

Amendment Six, dated July 30, 2010, extended the term of the Contract by six (6) months to January 31, 2011, and increased the Contract's total dollar amount by two hundred thousand dollars (\$200,000.00), for an amended Contract total amount of one million, nine hundred thousand dollars (\$1,900,000.00).

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of this Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

4. **Amendments**

- A. Section 3(A) of the original Contract is hereby amended to read as follows:

"This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from August 1, 2004, through April 30, 2011. All services shall be completed during this term."

- B. Section 4(B) of the original Contract is hereby amended to read as follows:

"The Agency agrees to pay the Contractor for CapTel™ services described in Exhibit A and in the Contractor's Terms and Conditions of CapTel™ Service (hereinafter Exhibit B) the price of one dollar and seventy-two cents (\$1.72) per conversation minute as stated in Exhibit B. Exhibit C is attached to this Contract and is hereby incorporated into this Contract by reference."

- C. Section 4(D) of the original Contract is hereby amended to read as follows:

"In no event shall the total amount paid to the Contractor by the Agency under this Contract exceed two million dollars (\$2,000,000.00). All travel, services, materials, shipping, and other expenses incurred by the Contractor, or any subcontractors, during the performance of this Contract are considered to be incorporated in the price."

5. **Additional Responsibilities of Agency.** Responsibilities of the Agency have not changed.

6. **Additional Responsibilities of Contractor.** Responsibilities of the Contractor have not changed.

7. **Special Provisions**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

8. **General Provisions**

A. **Entirety of Contract.** The original Contract, plus all exhibits and attachments, consisting of three hundred ninety-eight (398) pages; Amendment One, consisting of three (3) pages; Amendment Two, consisting of three (3) pages; Amendment Three, consisting of three (3) pages; Amendment Four, consisting of three (3) pages; Amendment Five, consisting of three (3) pages; Amendment Six, consisting of four (4) pages; and Amendment Seven, consisting of four (4) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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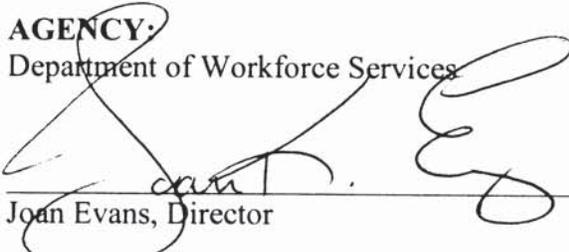
9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

The effective date of this Amendment is the date of the signature last affixed to this page.

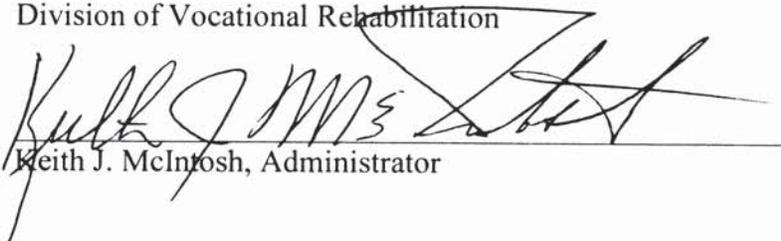
**AGENCY:**

Department of Workforce Services

  
\_\_\_\_\_  
Joan Evans, Director

12/1/10  
\_\_\_\_\_  
Date

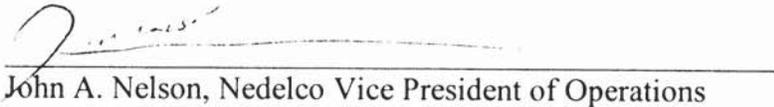
Division of Vocational Rehabilitation

  
\_\_\_\_\_  
Keith J. McIntosh, Administrator

12-1-10  
\_\_\_\_\_  
Date

**CONTRACTOR:**

Hamilton Telephone Company d/b/a Hamilton Telecommunications

  
\_\_\_\_\_  
John A. Nelson, Nedelco Vice President of Operations

11-30-10  
\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Robert L. Lanter, Senior Assistant Attorney General

11-18-10  
\_\_\_\_\_  
Date

**AMENDMENT EIGHT**  
**TO THE TELECOMMUNICATIONS RELAY SERVICE CONTRACT BETWEEN**  
**THE STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES,**  
**DIVISION OF VOCATIONAL REHABILITATION**  
**AND**  
**HAMILTON TELEPHONE COMPANY**  
**d/b/a HAMILTON TELECOMMUNICATIONS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Workforce Services, Division of Vocational Rehabilitation [Agency], whose address is 122 West 25<sup>th</sup> Street, 1100 Herschler Building, Cheyenne, WY 82002, and Hamilton Telephone Company d/b/a Hamilton Telecommunications [Contractor], whose address is 1001 12<sup>th</sup> Street, Aurora, NE 68818.
  
2. **Purpose of Amendment.** This Amendment shall constitute the eighth amendment to the Contract between the Agency and the Contractor, which was duly executed on July 7, 2004, and which became effective on July 7, 2004. The purpose of this Amendment is to: a) extend the term of the Contract to July 31, 2011; b) increase the price for Telecommunications Relay Service from ninety-three cents (\$0.93) per session minute to one dollar and twenty-six cents (\$1.26) per session minute; c) change the CapTel™ service measure unit from conversation minute to session minute; d) change the price for CapTel™ service from one dollar and seventy-two cents (\$1.72) per conversation minute to one dollar and fifty-eight cents (\$1.58) per session minute; and e) increase the Contract's total dollar amount by eighty-five thousand dollars (\$85,000.00), for an amended Contract total amount of two million eighty-five thousand dollars (\$2,085,000.00).

Original Contract, dated July 7, 2004, required the Contractor to provide a full service, confidential, statewide, 24-hours-per-day, 7-days-per-week, 365-days-per-year telecommunications relay service known as Wyoming Relay Service for a Contract amount of seven hundred thousand dollars (\$700,000.00), with an expiration date of July 31, 2006.

Amendment One, dated December 12, 2005, provided for the expansion of telecommunications relay services offered to include the implementation and provision of 2-Line CapTel™ Service.

Amendment Two, dated June 26, 2006, extended the Contract by one (1) year to July 31, 2007, and added three hundred thousand dollars (\$300,000.00) to the Contract, for an amended Contract total amount of one million dollars (\$1,000,000.00).

Amendment Three, dated July 20, 2007, extended the Contract by one (1) year to July 31, 2008.

Amendment Four, dated July 29, 2008, extended the Contract by one (1) year to July 31, 2009, and added two hundred thousand dollars (\$200,000.00) to the Contract, for an

amended Contract total amount of one million two hundred thousand dollars (\$1,200,000.00).

Amendment Five, dated March 26, 2009, extended the term of the Contract by one (1) year to July 31, 2010; increased the Contract's total dollar amount by five hundred thousand dollars (\$500,000.00), for an amended Contract total amount of one million seven hundred thousand dollars (\$1,700,000.00); and deleted in its entirety Section 7, Video Relay Service, pages 136-142 of Exhibit A in the Contractor's Technical Proposal.

Amendment Six, dated July 30, 2010, extended the term of the Contract by six (6) months to January 31, 2011, and increased the Contract's total dollar amount by two hundred thousand dollars (\$200,000.00), for an amended Contract total amount of one million nine hundred thousand dollars (\$1,900,000.00).

Amendment Seven, dated December 1, 2010, extended the term of the Contract by three (3) months to April 30, 2011, and increased the Contract's total dollar amount by one hundred thousand dollars (\$100,000.00), for an amended Contract total amount of two million dollars (\$2,000,000.00).

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of this Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

4. **Amendments.**

- A. The second sentence of Section 3(A) of the original Contract is hereby amended to read as follows:

“The term of the Contract is from August 1, 2004, through July 31, 2011. All services shall be completed during this term.”

- B. The first sentence of Section 4(A) of the original Contract is hereby amended to read as follows:

“The Agency agrees to pay the Contractor for Telecommunications Relay Services described in the Contractor's Technical Proposal (hereinafter Exhibit A) and at the price of one dollar and twenty-six cents (\$1.26) per session minute as stated in the Contractor's Price Proposal (hereinafter Exhibit B).”

- C. The first sentence of Section 4(B) of the original Contract is hereby amended to read as follows:

“The Agency agrees to pay the Contractor for CapTel™ services described in Exhibit A and in the Contractor's Terms and Conditions of CapTel™

Service (hereinafter Exhibit B) the price of one dollar and fifty-eight cents (\$1.58) per session minute as stated in Exhibit B.”

- D.** The first sentence of Section 4(D) of the original Contract is hereby amended to read as follows:

“In no event shall the total amount paid to the Contractor by the Agency under this Contract exceed two million eighty-five thousand dollars (\$2,085,000.00).”

- E.** In Exhibit B, the term “conversation minutes” is hereby changed to read “session minutes”. The term “session minutes” is defined to mean: the measured period from the point when a relay operator connects to an incoming relay call until the moment the relay operator disconnects the last party. This period shall include the set-up and wrap-up time of the call.

- 5. Additional Responsibilities of Agency.** Responsibilities of the Agency have not changed.

- 6. Additional Responsibilities of Contractor.** Responsibilities of the Contractor have not changed.

**7. Special Provisions.**

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, and including all prior amendments to this Contract, shall remain unchanged and in full force and effect.

**8. General Provisions.**

- A. Entirety of Contract.** The original Contract, plus all exhibits and attachments, consisting of three hundred ninety-eight (398) pages; Amendment One, consisting of three (3) pages; Amendment Two, consisting of three (3) pages; Amendment Three, consisting of three (3) pages; Amendment Four, consisting of three (3) pages; Amendment Five, consisting of three (3) pages; Amendment Six, consisting of four (4) pages; Amendment Seven, consisting of four (4) pages; and Amendment Eight, consisting of four (4) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

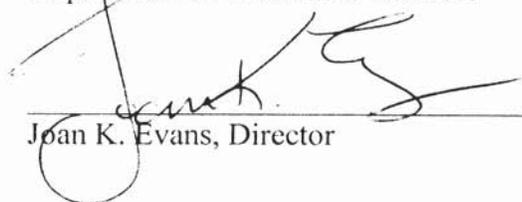
9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyoming Statute § 9-2-1016(b)(iv)(D).

The effective date of this Amendment is the date of the signature last affixed to this page.

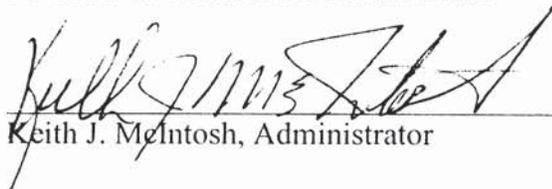
**AGENCY:**

Department of Workforce Services

  
\_\_\_\_\_  
Joan K. Evans, Director

4/15/11  
Date

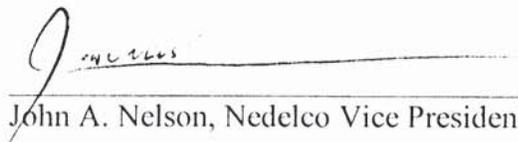
Division of Vocational Rehabilitation

  
\_\_\_\_\_  
Keith J. McIntosh, Administrator

4-15-11  
Date

**CONTRACTOR:**

Hamilton Telephone Company d/b/a Hamilton Telecommunications

  
\_\_\_\_\_  
John A. Nelson, Nedelco Vice President of Operations

4-12-11  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Robert L. Lanter, Senior Assistant Attorney General

4-7-11  
Date

**HAMILTON TELEPHONE COMPANY  
D/B/A HAMILTON TELECOMMUNICATIONS  
TAB VII. GENERAL REQUIREMENTS**

*Relay Your Way<sup>SM</sup>*

**Security and Confidentiality of IP Transmission**

Hamilton is using SSL 128-bit encryption in order to prevent others from illegally entering or viewing a HIP Relay conversation. For more information, go to <http://wp.netscape.com/security/techbriefs/ssl.html>.

All calls handled by HIP Relay are kept strictly confidential. By law, no relay employee can share ANY information from a relay conversation. Hamilton keeps NO records, documents or recordings of any relay conversation.

**Hamilton's Provision of FCC Waived Services**

- Hamilton is able to provide 2-Line VCO and 2-Line HCO through IP Relay. The only difference is that the individual uses his/her computer instead of his/her TTY.
- Speed dialing is available through a customer profile option on Hamilton's IP relay service.
- Hamilton is able to provide three-way calling **if** the relay user conferences in another party, i.e. the voice user is able to tie the third party directly into the conversation or by making a second call to the relay center.

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7. VIDEO RELAY SERVICE

7.1 *The Contractor shall process all VRS relay calls to and from relay users in Wyoming, as well as all VRS relay calls that are initiated by Wyoming Relay users through the Wyoming Relay website <http://www.wyvrs.com>. Video Relay users need to own or access videoconferencing equipment to be able to place and receive VRS calls. Please describe how VRS will be implemented and provided. Include in the discussion the video system used, the transmission bandwidth, how the quality of the video is ensured, how the security and confidentiality of the transmission is ensured and the specialized technical support available for users experiencing problems. The Contractor shall employ qualified interpreters who are proficient in ASL, Signed English, and PSE, both receptive and expressive, and oral interpreting. VRS interpreters will function as fully trained Wyoming Relay operators and must adhere to the RID Code of Ethics. The Agency waives the requirements of emergency call handling, VCO, STS, HCO, 900 (pay-per-call) services, call release, speed dialing, three-way calling, speed of answer, and equal access to inter-exchange carriers for VRS relay calls. However if a proposer is able to provide any of these waived services for VRS relay, please discuss. The Agency recognizes that both intrastate and interstate VRS are currently being paid for by the Interstate TRS Fund Administrator (currently NECA). However, there is a reasonable possibility that the state will become responsible for paying for the intrastate portion of VRS in the near future.*



**HAMILTON TELEPHONE COMPANY  
D/B/A HAMILTON TELECOMMUNICATIONS  
TAB VII. GENERAL REQUIREMENTS**

*Relay Your Way<sup>SM</sup>*

**Video Relay Service**

Hamilton does comply. Hamilton will provide Video Relay Service to the State of Wyoming. Hamilton has designed its Video Relay Service (HIP VRS) offering to provide maximum user flexibility and ease of operation. Hamilton's Video Relay Service meets all FCC video relay standards. A description of Hamilton's initial Video Relay offering follows:

Hamilton's video relay service gives relay users access to sign language interpreters at the relay center via locations (i.e. homes, offices, etc.) equipped with video conference equipment. Instead of using a telephone and/or TTY, a relay user calls the relay with video equipment (i.e. a computer equipped with desktop conferencing software and a camera or a television and appropriate video equipment). An interpreter at the relay center answers the call, and begins to communicate in sign language with the caller. The interpreter asks for the number to be called, or receives it as text from the user, and places the call. The interpreter will then begin to relay the call by translating the calling party's sign language into voice for the called party. The relay call is then translated from voice to sign language.

The user reaches the video relay system via the Internet (a web page or IP address) and the equipment at the operator workstation and the video user's equipment automatically set up for the highest speed at which the two units can mutually operate.

Hamilton provides VRS together with Birnbaum Interpreting Services (BIS), who provides interpreters. Hamilton's 100+ years of experience in providing premier telecommunications services coupled with BIS' commitment to providing the highest quality interpreting/transliterating services to the D/deaf and hard of hearing communities creates the perfect partnership. When you combine Hamilton's expertise as a Relay provider and BIS' professionalism and quality, the result is an outstanding Video Relay Service product that is sure to thrill relay users! Please see Attachment D for more information about BIS.

Dedicated to equal communication access, Birnbaum Interpreting Services (BIS) is a Deaf owned company whose major focus is to provide the best sign language interpretation and transliteration services possible. Recognized as a Small Business Enterprise, BIS employs sign language interpreters who strictly adhere to the Registry of Interpreters for the Deaf (RID's) code of ethics and are nationally certified by RID, NAD, or both. BIS provides quality interpreting services in any situation in which hearing and deaf participants interact. In recognition of its innovative technology applications and strong growth, Deloitte & Touché has recognized BIS as one of the 50 fastest growing technology companies in Maryland for five years in a row and as one of the 500 fastest growing technology companies in the nation for four years in a row.



**HAMILTON TELEPHONE COMPANY  
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TAB VII. GENERAL REQUIREMENTS**

## *Relay Your Way<sup>SM</sup>*

All interpreters used by Hamilton to perform Video Relay Services are qualified in their ability to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. All interpreters are proficient in ASL, Signed English, and PSE, both receptive and expressive and oral interpreting. Specifically, Hamilton will only use sign language interpreters to perform Video Relay Services who strictly adhere to the Registry of Interpreters for the Deaf (RID's) code of ethics and are nationally certified by RID, NAD, or both. All interpreters will adhere to the RID Code of Ethics and the same pledge of confidentiality all CAs must follow.

HIP VRS is available at [www.hipvrs.com](http://www.hipvrs.com). If awarded the contract, Hamilton will process all VRS relay calls to and from relay users in Wyoming, as well as all VRS relay calls that are initiated by Wyoming Relay users through the Wyoming Relay website at <http://www.wyvrs.com>. Relay users who have high speed Internet access and video equipment, are able to enjoy the ease of use, quality and confidentiality of Hamilton Relay AND the award winning qualities of BIS interpreters with HIP VRS!

With HIP VRS, the relay user is in charge – creating a customized video relay environment and conversation that fit each individual perfectly:

- **Customers can customize** their video calls by giving the CA specific instructions on a per call basis (i.e. no explanation or no identification of relay, customized greetings, etc.). By customizing their own greetings, **relay users can take action to ensure that they will never be hung up on again through the relay.** With HIP VRS, **customers** can completely personalize their relay service to meet their own needs.
- **Customers can customize** their calls using their “Customer Profile”. HIP VRS allows customers to completely personalize their relay service their way. With the HIP VRS Customer Profile, the customers’ instructions for the CA and their calling preferences will be followed on every call!
- **Customers choose** the type of equipment to use with HIP VRS. Customers can use a PC together with a web cam and NetMeeting or similar software OR they can use The D-Link DVC-1000 i2eye™ VideoPhone or other similar H.323 compatible devices. Since the DVC-1000 i2Eye™ VideoPhone is a stand-alone device, customers do not need a computer to videoconference over the Internet, but do need a television and high speed Internet access.
- **ASL or English:**  
**Customers choose** the method to have their conversation relayed. Because of the quality of our Interpreters & Transliterators, individuals can have their conversation interpreted in ASL, English or somewhere in between. If the customer chooses English,

**Wyoming  
RELAY SERVICE™**

**HAMILTON TELEPHONE COMPANY  
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## *Relay Your Way<sup>SM</sup>*

the Interpreter/Transliterater will transliterate their call using “**sign supported speech**” (signing conceptually accurate in English word order and English on the lips). This allows the individual to lip-read or speech-read their conversation while simultaneously reading the signs. This is a great feature, allowing CUSTOMERS to choose the best communication style to meet their needs! If customers choose **ASL** their call will be interpreted.

- Voice users can call **relay users** with HIP VRS. The voice user will call the relay center at 866-498-4777 and will give the Interpreter the relay user’s IP address or User Name. If the voice user gives the interpreter the relay user’s User Name as a way to call them, the relay user must be logged-on to the internet and the HIP VRS web site to receive a call from a voice user.
- **VCO & HIP VRS**  
**Customers can make VCO calls through HIP VRS.**  
To make a VCO call through HIP VRS, the relay user selects the VCO option and uses a headset (or microphone connected to his computer) to give the Interpreter the number to call. During a VCO HIP VRS call, the relay user speaks directly to the person he is calling. When that person responds, the relay user (if they have some degree of hearing) will be able to hear the caller’s voice, while simultaneously reading the HIP VRS Interpreter on his screen. **The HIP VRS Interpreter completes the call without calling the relay user’s telephone line and making a 2-Line VCO call.** If the quality of the connection is poor with the headset or microphone, the HIP VRS Interpreter will offer the 2-Line VCO method, in which the Interpreter will dial the relay user’s voice telephone number.
- **The customer saves money** because there are no long distance telephone charges – even to international locations!
- **The customer** can give us valuable feedback, which helps us improve our services. Hamilton and BIS value our customers’ opinions. Their feedback is essential for us to continue providing “Relay Your Way<sup>SM</sup>.” We encourage all relay users to send us their ideas, which help us design features that relay users would like to use with HIP VRS. We will certainly use this feedback just as we have done in the past. **After all, it’s the Deaf community’s relay, and this is just another way that Hamilton brings them Relay Your Way<sup>SM</sup>!**

**Wyoming**  
**RELAY SERVICE™**

**HAMILTON TELEPHONE COMPANY  
D/B/A HAMILTON TELECOMMUNICATIONS  
TAB VII. GENERAL REQUIREMENTS**

*Relay Your Way<sup>SM</sup>*

**Video System**

Hamilton's Video Relay system is accessible via the Internet, has video and audio transmission capabilities and many enhanced features. **Hamilton's video relay service has the most features designed in the user-friendliest format of all video relay providers. Hamilton looks forward to delivering this level of service to Wyoming relay users.**

Hamilton will provide all necessary telecommunications, video equipment and software for the interpreter. Hamilton has all of these pieces in place today. Hamilton is making use of DS-3 Internet access, highly advanced computers and video equipment and has designed its own website applications and software. Hamilton is capable of expanding its system as needed. In fact, Hamilton already has additional space equipped with all necessary wiring and network functions to accommodate growth.

**Transmission Bandwidth**

Hamilton's Video Relay System is H.323 compliant. Hamilton's video quality and clarity is more than sufficient to make signing understandable. Bandwidth transmission is available well beyond 384 KBPS for any Video Relay user. Hamilton's system automatically connects at the highest speed allowable by the video relay user's equipment.

**Security and Confidentiality of Transmission**

Hamilton is using SSL 128-bit encryption in order to prevent others from illegally entering or viewing a HIP VRS conversation.

All calls handled by HIP VRS are kept strictly confidential. By law, no relay employee can share ANY information from a relay conversation. There are NO records, documents or recordings of any relay conversation.

**Specialized Technical Support**

Hamilton's subcontractor, BIS, provides customer service via our website as well as a toll-free number. Customer service is available the same hours as Video Relay Service. Customer Service provides specialized technical support, assistance in call setup, equipment recommendations, customer profile questions and on all other Video Relay related topics.

**Qualified Interpreters**

Hamilton's subcontractor, BIS, employs qualified interpreters who are proficient in ASL, Signed English, and PSE, both receptive and expressive and oral interpreting. BIS VRS interpreters will function as fully trained Wyoming Relay operators as applicable.



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TAB VII. GENERAL REQUIREMENTS**

*Relay Your Way<sup>SM</sup>*

BIS employs over 200 people, including approximately 50 full time and 150 part-time/contractual sign language interpreters. BIS' attributes encompass an exemplary staff, a flexible ideology, and a multi-disciplinary philosophy. BIS holds true to a work force diversity concept. Our staff consists of full-time coordinators, schedulers and full and part-time sign language interpreters within the area and region who are governed by the code of ethics prescribed by both the Registry of Interpreters for the Deaf (RID's) and the National Association for the Deaf (NAD).

As part of BIS' employment interview process, we thoroughly evaluate each interpreter's competency in interpreting and transliterating. This includes a personal interview, voice-to-sign and sign-to-voice interpreting and transliterating vignettes, and an ethical review. Also as part of this process, BIS discusses with each interpreter his/her education, certifications, work history and experience. Each interpreter is asked to discuss his/her experience in a variety of interpreting situations, including medical, emergency medical, legal, psychiatric, educational, etc. How each interpreter felt about interpreting in these situations is also discussed, as well as whether he/she would or would not be comfortable with future assignments. Every interpreter is interviewed by one of our senior, certified interpreters and one of our senior deaf employees, ensuring that we have the perspective of both the service provider and consumer when evaluating potential employees.

BIS provides detailed feedback on each staff interpreter's professionalism and competency during quarterly observations. These observations are performed by senior, fully certified staff interpreters with the foreknowledge and consent of the interpreter being observed. Feedback is provided in a positive and supportive atmosphere, with the sole purpose of assisting our staff in their professional development.

On many occasions, when working out in the field on regular interpreting assignments, two of our interpreters will be scheduled together as co-interpreters on the same assignment. In these situations BIS encourages our staff to continue their skill development through peer observations. Peer observations provide a structured framework within which co-interpreters can observe each other and focus on helping each other develop their skills.

Training workshops and opportunities for professional development have been available since BIS' inception. BIS offers its employees free monthly workshops on an array of topics ranging from skill development to time management. Depending on the workshop, our training incorporates from 1-3 instructors. Interns and professional development track members are trained/mentored by three (3) trainers/mentors. Observations are conducted by one of the members of our administrative team – either a Supervisor, Director, or Vice President.



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*Relay Your Way<sup>SM</sup>*

Staff interpreters' competency is evaluated at several points during their employment. First, their skills are assessed at the initial interview. The interpreter is then re-assessed after 60 days. Observations of staff interpreters' work are done on a quarterly basis. Each staff member has a 6-month mid-term and an annual performance review. In addition, frequent peer review sessions occur while co-interpreting with other staff interpreters.

As previously discussed, quarterly observations are performed to assess each staff interpreter's professionalism and competency. BIS also relies on our own in house interview screening process and on national testing organizations, such as the Registry of Interpreters for the Deaf (RID) and the National Association of the Deaf (NAD).

**Hamilton's Provision of FCC Waived Services**

- Hamilton has made voice-initiated VCO and HCO services available through its video relay. As long as the VRS user has a headset or microphone and speaker, an end to end voice path is automatically created from the video user to the voice user. No additional action is required on the part of the VRS interpreter. Unlike traditional VCO and HCO, there is no need to wait for a GA. The video user can voice or listen as much or as little as they like, and the interpreter will do the rest. If the quality of the connection is poor with the headset or microphone, the VRS Interpreter offers the 2-Line VCO or HCO method, in which the Interpreter dials the relay user's voice telephone number.
- Speed dialing is available through a customer profile option on Hamilton's video relay service.
- Hamilton is able to provide three-way calling **if** the relay user conferences in another party, i.e. the voice user is able to tie the third party directly into the conversation or by making a second call to the relay center.
- Because Hamilton has the ability to provide voice initiated calls through its video relay, it also has the ability to provide Speech to Speech service.

Hamilton looks forward to providing a Video Relay Service in a manner that meets the needs of Wyoming relay users.

8. HANDLING OF 7-1-1 CALLS

8.1 *1-877-711-9982 is the current unpublished dedicated toll-free number (translation code) for 7-1-1 dialing access. The number, 1-877-711-9982, is the property of the State of Wyoming and is therefore portable to the next provider.*

8.2 *Calls to 7-1-1 when the preferred connection mode is unknown shall be answered first in voice mode.*

