Two-Line HCO - An HCO service that allows TRS users to use one telephone line for hearing and the other for sending TTY messages.

HCO-to-TTY – An HCO service that allows a relay conversation to take place between an HCO user and a TTY user.

HCO to HCO: An HCO service that allows a relay conversation to take place between two HCO users.

Incoming Call - An incoming call refers to the portion of the telecommunication connection from the calling party reaching the relay service center. An incoming call can be a general assistance call, or it can be an incoming call associated with an outbound call, or it can be a call that is abandoned before being answered by the Relay Operator. An incoming TTY call is a call originated by a TTY relay user. An incoming telephone call is a call originated by a relay or telephone user.

Incomplete Outbound Call - An outgoing call which is not answered by the called party. This includes calls which ring with no answer and calls which receive a busy line or trunk busy response.

LATA - Local Access Transport Area.

OTRS - Oregon Telecommunications Relay Service.

Outbound Call - An outbound call is the portion of the telecommunication connection from the relay service center to the called party. Any time an attempt is made to call a party from the relay service, whether the party receives the call (complete) or not (incomplete), it is called an "outbound call." An outbound TTY call is a call to a TTY relay user. An outbound telephone call is a call to a telephone relay user.

NPA - Number Plan Area, i.e., Area Code.

NXX - Prefix-line number.

PO1 - Signifies one call blocked out of 100 incoming calls.

Public Safety Answering Point (PSAP) - A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 C.F. R. Section 64.3000 (c).

PUC - Public Utility Commission

Session Minutes or Time - The time during which the Relay Operator is connected to either the calling or called party.

Spanish to English - Spanish speaking TTY/VCO/HCO/ASCII users who are able to converse through the relay with non-Spanish speaking telephone users and vice versa.

Spanish to Spanish - Spanish speaking TTY/VCO/HCO/ASCII/STS/900 relay users must be able to place and receive calls to and from Spanish-speaking users.

Speech to Speech – A telecommunication relay service that allows individuals with speech disabilities to communicate with voice telephone users through the use of specially trained Relay Operators who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.

Speed Dialing – A TRS feature that allows a TRS user to place a call using a stored number maintained by the TRS facility. In the context of TRS, speed dialing allows a TRS user to give the Relay Operator a "short-hand" name or number for the user's most frequently called telephone number.

Telecommunication Services - Two-way switched access and transport of voice communications as defined by ORS 759.005(8).

Telecommunications Relay Service (TRS) - Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, speech-to-speech services, video relay services and non-English relay services.

TTY (teletypewriter or text telephone) - A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Three-way calling feature. A TRS feature that allows more than two parties to be on the telephone line at the same time with the Relay Operator.

User - Refers to either the calling or called party in a relay call.

Voice Carry Over (VCO) – A form of TRS where the person with the hearing disability is able to speak directly to the other end user. The Relay Operator types the response back to the person with the hearing disability. The Relay Operator does not voice the conversation.

2-Line VCO – A VCO service that allows TRS users to use one telephone line for voicing and the other for receiving TTY messages.

VCO to HCO: A VCO service that allows a relay conversation to take place between a VCO user and a HCO user.

VCO to TTY: A VCO service that allows a relay conversation to take place between a VCO user and a TTY user.

VCO to VCO: A VCO service that allows a relay conversation to take place between two VCO users.

WPM - Words per Minute.

2. STATEMENT OF SERVICES.

Contractor agrees to perform, and Agency agrees to pay for, the services and deliverables described in section 2 ("Services").

A. GENERAL REQUIREMENTS.

i. The Contractor shall furnish all necessary personnel, facilities, equipment, software, circuits, telephone service, training, start-up and testing necessary to provide Oregon Telecommunication Relay Service (OTRS) that meets or exceeds all federal and state requirements and requirements stated in this Contract.

ii. Contractor shall meet or exceed all operational, technical and functional minimum standards and regulations relating to Oregon Telecommunication Relay Service (OTRS) adopted by the FCC and found in 47 C.F.R., Section 64.601 et. seq., and such standards and regulations that may be required by the FCC after the execution of this Contract. These standards and regulations are hereby incorporated by reference as minimum standards required in the performance of this Contract, whether or not said standards are specifically mentioned, named, or referred to in this Contract.

iii. The following forms of Telecommunication Relay Service shall be provided and must meet the minimum standards as set by FCC, if applicable.

   a) Captioned Telephone (CapTel) Relay Service with VCO or Enhanced VCO with Voice Recognition TRS. Contractor shall meet a minimum of 125 words per at which the user is receiving information, a 98% percentage accuracy with a 2% or less error rate of words that change the context of the sentence, including missed words or sentences.

b) Voice Carry Over (VCO), A hearing-impaired person with understandable speech may request VCO which will allow him/her to speak directly to the hearing person and receive the message typed back on the TTY. Contractor shall provide the technology capability to allow the TTY users to speak through his/her VCO without any initial TTY typing involved in the process of calling the relay service.

c) Two-Line VCO.

d) Reverse Two-Line VCO.

e) VCO Branding.

f) VCO/Speech to Speech.

g) Hearing Carry Over (HCO), A speech-impaired person with hearing capability may request HCO which will enable the speech-impaired person to directly hear what the other party is saying and type back his/her message which will be spoken by the Relay Operator.

h) Two-Line HCO.

i) Reverse Two-Line HCO.

j) HCO Branding.

k) Two-Line HCO/Speech to Speech.

l) Voice Carry Over to Voice Carry Over: The capability to allow a VCO user to communicate with another VCO user via the relay. The Relay Operator will type the spoken words of each VCO user.

m) Hearing Carry Over to Hearing Carry Over: The capability to allow a HCO user to communicate with another HCO user via the Relay. The operator will voice the typed words of each HCO user.

n) Voice Carry Over to Hearing Carry Over: The capability to allow a VCO user to talk to an HCO user via the relay. The HCO user shall hear the VCO user's voice and the VCO user will see the HCO user's typed conversation.

o) Hearing Carry Over to TTY: The capability to allow an HCO user and TTY user to communicate via the Relay. The operator will voice the

TTY user's conversation to the HCO user. The TTY user will see the HCO user's typed conversation.

p) Voice Carry Over to TTY: The capability to allow a VCO user and a TTY user to communicate via Relay. The operator will type the VCO user's words to the TTY user and the TTY user will type to the VCO user.

q) Spanish to Spanish: Spanish speaking TTY/VCO/HCO/ASCII/STS/900 relay users must be able to place and receive calls to and from Spanish-speaking users.

r) Spanish to English and English to Spanish relay,

s) Speech to Speech (STS): Speech impaired users shall be able to contact the relay for Speech to Speech service, which provides an operator to voice clearly for customers with speech that is not easily understood over the phone. All requirements for STS per 47 C.F.R., Section 64.601 et. seq must be followed.

t) Pacing for Deaf-Blind Braille Machine Relay Users,

iv. The Telecommunication Relay Services shall be available to PUC and its Customers at all times 24 hours a day, 7 days a week, 365 days a year. Callers shall be able to place OTRS calls from their primary location and locations other than their primary location and shall be able to utilize billing arrangements, including calling card, credit card, and collect calling.

v. The Contractor shall provide Services from facilities owned and operated by the telecommunications relay provider, or has subcontracts with facilities to provide relay services. The Contractor shall provide to DAS SPO and PUC the list of all subcontractors that it contracts with to provide direct relay services.

vi. The Contractor shall provide for the uniform and coordinated provision of the Services on a statewide basis.

vii. Contractor shall maintain and must have the capability to expand the service level for the volume of calls shown in Attachment B, Traffic Report.

viii. Upon Contract execution and as approved by PUC, the Contractor shall implement the start up plan as outlined in the original RFP 102-1571-09.

ix. Upon notification of Contract award, the Contractor shall furnish within ten (10) days a performance bond in an amount equal to $ 1,000,000.00 on a form

prescribed by the Department of Administrative Services. PERFORMANCE SECURITY SHALL BE RETAINED BY THE STATE FOR A MINIMUM OF 150 DAYS FROM THE DATE OF CONTRACT COMPLETION.

B. TECHNICAL, OPERATIONAL AND SYSTEM REQUIREMENTS

i. The underlying standard of the relay system shall be to provide users access to a telephone network which is functionally equivalent to that provided to those who are not communicatively impaired in their ability to use the telephone. To achieve that standard, the relay system must have the following characteristics:

a) Usage: No restriction shall be placed on the length or number of calls placed by customers through the telecommunications relay service. At any time of the day, there shall be no limit on consecutive calls.

b) Blockage: Average daily blockage rate for all calls into the telecommunications relay service shall be no greater than PO1 (one call blocked out of 100 calls made). Contractor shall measure the average daily blockage rate by sampling the number of calls being blocked at a minimum of every 30 minutes for each 24-hour period.

c) Average Daily Answer Time: Contractor must include adequate staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to Relay Operator unavailability shall be functionally equivalent to what a person who does not have a hearing or speech disability would experience in attempting to reach a party through the Telecommunications network. Contractor shall, except during network failure, answer 85% of all calls within 10 seconds from the time the call enters the OTRS system. No more than 30 seconds shall elapse between receipt of dialing information and the dialing of the requested number. Contractor shall measure the average daily answer time by sampling the average answer time at a minimum of 30 minutes for each 24-hour period. No call to the telecommunications relay service will be answered by a recorded message except as provided in subsection B.i.w, "Intercept Messages". Only a continuous ringing or fast busy signal will be used.

d) ASCII and Baudot: Contractor shall furnish all necessary telecommunications equipment and software to be capable of communicating with ASCII and Baudot format at any speed generally in use. Contractor shall be capable of identifying incoming TTY signals as either ASCII or Baudot. To reduce set-up time, each OTRS call type excluding CapTel Relay Service shall have its own unique 800 number

and shall use the same number used by the current relay provider.

e) Call Type Identification: The Contractor must be able to determine the call type.

f) Transmission Quality: The transmission circuits shall meet or exceed FCC and PUC interchange performance standards for circuit loss and noise.

g) 7-1-1: Relay users must be able to access the telecommunications relay service, excluding CapTel Relay Service, through dialing 711.

h) National TRS Access Numbers: Upon Contract execution, Contractor shall work with the Local Exchange Carriers to access the use of nationwide, universal 800 numbers for access to the relay service. Contractors shall also work with the Local Exchange Carriers to ensure access to 711 for OTRS users. Access shall automatically route the caller to the primary TRS provider in the state where the call originates for completion of the call.

i) Use of ANI: OTRS shall utilize Automatic Number Identification (ANI) technology so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from any provider of telecommunication services, as well as radio common carriers.

j) Dynamic Call Routing: Contractor shall utilize dynamic call routing techniques so that each call to OTRS is routed to the first available TRS Operator within the provider's network.

k) 900 numbers: Relay users shall be able to access 900 numbers. Actual charges for the calls shall be billed directly to the relay user.

l) Any 800 number used to reach the OTRS must be able to access the Service from anywhere in the United States.

m) Local and Intrastate Toll Calls: The service shall be providing local and intrastate toll calls.

n) Interstate Toll Calls: The Contractor must offer interstate OTRS. Funding for interstate service will come from the interstate jurisdiction as mandated by the Federal Communications Commission.

o) Carrier of Choice (COC): The Contractor must allow the relay user to choose his or her preferred interexchange carrier when placing toll calls

through the OTRS. The Relay Operator is not required to offer the option, but must describe the option when asked by a relay user. An explanation of COC must be included in all appropriate relay publications.

p) Charges for Local Calls: The calling and called parties must bear no charge for calls originating and terminating within the same toll-free local calling scope. It must be the responsibility of the Contractor to obtain information related to the location of toll- free calling routes.

q) Charges for Intrastate Toll: Relay users must be able to place and receive calls to and from any business or residence that has telecommunications service in Oregon. The OTRS must be capable of receiving calls from and placing calls to customers in intrastate toll calls that are served by providers of telecommunication services in Oregon, including radio common carriers. The OTRS shall be capable of terminating calls to toll free numbers that are intraLATA in nature. This includes free NXXs used by providers of telecommunication services in Oregon, as well as radio common carriers and intraLATA 800 numbers.

r) Access to Restricted 800 Numbers: This service shall provide access to regionally restricted 800 numbers.

s) Staffing for Call Volume/Usage Patterns: The Contractor shall provide all staffing patterns necessary to effectively and efficiently respond to call volumes and usage patterns.

t) Switching System: The switching system must be capable of having preventative maintenance performed while the system is on-line.

u) Uninterruptible Power System: The Contractor must have a generator capable to operate the relay service after a commercial power failure. A back-up generator must be available for a minimum of 12 hours in case of failure of the primary generator.

v) In the event of a natural or man-made disaster, the Contractor shall have a complete plan to recover data and restore relay service. The RSPF Program Manager must be notified by e-mail of any disruption in service that lasts more than 30 minutes. Such notification shall take place within three hours of the time the disruption begins. The e-mail should explain how the problem will be corrected and give an approximate time and date when relay service will be in full operation. After the service is back in full operation, the Contractor will e-mail the

written report on the problem to the RSPF Program Manager.

w) Intercept Messages: Appropriate intercept messages shall be provided if a system failure occurs.

x) Access to Directory: Contractor must provide callers with access to local and long distance directory assistance. Local directory assistance calls must be billed to end users at the same rate that would be billed by the local company serving the end user. Long distance calls must be billed at the provider's tariffed rate or at the tariffed rate of the carrier making the long distance directory assistance call.

y) Automatic Error: The system utilized by the Contractor must be equipped with an automatic error correction function to automatically correct Relay Operator's common typographical errors.

z) Access to local exchange carriers, enhanced services: Relay users must be able to access their local exchange custom calling features such as call release, three way calling and speed dialing and any other FCC mandated services, unless otherwise waived.

aa) Access to Caller ID. When a TRS facility is able to transmit any calling party identifying information to the public network, the TRS facility must pass through, to the called party, at least one of the following: the number of the TRS facility, 711 or the 10-digit number of the calling party.

bb) Access to 911 or Handling of emergency calls. Contractor must have a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to the <u>most appropriate</u> Public Safety Answering Point (PSAP). In addition, a Relay Operator must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

cc) Enhanced Protocol/Turbocode: The Contractor's system must use enhanced protocol software in its relay system to help speed up the process of typing and reduce interruptions of conversations.

dd) Contractor may require that a caller provide NPA/NXX type information to identify the caller's local calling area if that information is necessary to distinguish local calls from toll calls and to allow for faster call set-up times. The Contractor must specify how such information would result in faster call set-up times and provide

justification that no other equipment is available which would avoid the necessity for callers to provide their phone number.

ee) Contractor shall be able to provide ship to shore capabilities to Relay users.

C. CUSTOMER SERVICE, OUTREACH AND ADVERTISING REQUIREMENTS

i. Complaint Resolution: Contractor must have a complaint resolution procedure regarding OTRS services and personnel. Contractor must work with the PUC to maintain a log of consumer complaints, including all complaints about TRS and CapTel Relay Service in the state to be sent to the Federal Communications Commission by July 1st of each year. The period of time for the complaints is from June 1 to May 31st. A copy of the complaints and resolution, or proposed resolution, must be sent in an electronic format accessible by the PUC by the 21st on the month following the quarter to RSPF Program Manager. The yearly complaint logs are due to the RSPF Program Manager by June 15th of each year. At minimum, the complaint logs must include the date the complaint was filed, the nature of the complaint, the date of resolution and an explanation of the resolution. Complaint logs must be proofread for grammar, punctuation and spelling errors by the Contractor before they are sent electronically to the RSPF Program Manager for review.

ii. Advertisement and Outreach of OTRS. Contractor shall provide a community and business outreach program to educate all people about the relay service. For OTRS, the Proposer must perform outreach services and attend the PUC Telecommunication Devices Access Program Advisory Committee meeting at least twice a year to solicit consumer input throughout Oregon. An annual Outreach budget, ranging from $50,000 to $200,000, as determined by PUC, will be provided to Contractor by PUC for the Contractor to develop outreach strategies, services and materials. The Contractor shall work with the PUC to perform outreach to all current and potential relay users, including but not limited to the general population and businesses. The Contractor shall work with PUC to develop marketing materials in a format that is understood by the targeted audience.

iii. Advertising of Contractor's products or logos shall not be included in any of the media produced for the Oregon PUC outreach efforts, unless prior written approval from the PUC RSPF Manager has been granted to the Contractor.

iv. Contractor shall submit to the PUC a written detailed description of the Contractor's outreach activities, services and materials funded by the

Contractor and included as part of this Contract. Contractor shall not provide services or materials without prior written approval from PUC.

v. Working with Oregon Telecommunication Providers. Contractor shall work and cooperate reasonably with the PUC to ensure that local telephone carriers or providers, or businesses that own and distribute telephone directories, will provide outreach materials in those directories (both printed and online directories) In addition, Contractor will work with the PUC and telecommunication providers to print periodic billing inserts advertising the availability of OTRS services.

vi. Consumer Input. Contactor shall solicit input from OTRS consumers on the quality of the delivery of OTRS services. This input shall include recommendations, suggestions, policy review, and complaints. Contractor shall develop a plan to include the users of the system in any evaluation of the OTRS. An outline of this plan shall be reviewed for approval by the PUC RSPF Manager. The plan should explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the relay service. The evaluations shall not come from those directly or indirectly involved in operating the relay service or its corporate associates. This does not preclude the provider from conducting additional internal evaluations that use relay staff.

vii. Website. Contractor shall develop and maintain an informative and instructional Telecommunication Relay Service website, approved by the PUC, for the State of Oregon TRS and CapTel relay program. Contractor shall maintain and update the website over the life of this Contract. Contractor shall grant all access and website rights to the PUC during the life of the Contract and thereafter.

D. RELAY OPERATOR REQUIREMENTS AND TRAINING .

i. RELAY OPERATOR PROFICIENCY REQUIREMENTS:

a) Communication needs of relay users: Relay operators must understand the structure and syntax of ASL and the diverse communication needs of persons who have a hearing loss speech disability.

b) Proficiency in English: Relay Operators must have basic spelling and English grammar skills at a minimum of a 12th grade level and basic telephone etiquette.

c) Typing speed and accuracy: Relay operators must have a minimum typing speed of 60 WPM with 90% accuracy.

d) Training: Training shall include deaf culture, the variety of communication modes including American Sign Language, Pidgen Signed English, sensitivity to the capabilities and needs of people with speech impairments, the Relay Operator's role in the relay process and training in interpersonal skills to handle difficult or stressful conversations. On-going training shall be provided and should include, but not be limited to, ASL "gloss" and grammar, other forms of signed communication, deaf culture, needs of speech-impaired users and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling. Appropriate portions of in-service training for Relay Operators must be provided by experts from the deaf and speech-impaired community in the fields of language interpreting, ASL and deaf culture and speech impairment. The Contractor must be able to demonstrate that such expertise exists on staff.

e) Clear Communication: Relay Operators shall speak with an articulate and intelligible tone and speech to relay users.

f) Code of Ethics or Guidelines: Contractor shall develop, and submit for approval by PUC, a "Code of Ethics" or guidelines that serve to guide Relay Operators in their professional performance. These guidelines must be enforceable in terms of serving as the basis for employee discipline in cases of employee violations of the Code of Ethics.

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

h) Minimum Operator Qualifications: Relay Operators must meet or exceed all necessary proficiency requirements.

i) Operators shall be able to quickly and accurately type TTY relay messages.

j) The Contractor shall train Relay Operators to translate calls for Relay Users with Limited English or Spanish Language Skills.

ii. RELAY OPERATOR PROCEDURES FOR RELAYING THE CALL:

a) Full Control of the Relay Call must remain with the Relay User: The user shall have the option of telling the Relay Operator what aspects of the call she or he will handle. For example, the user may request that she or he introduce relay services to the called party, rather than the Relay Operator.

b) Relay users shall not be required to give their names or the names of the parties they are calling. This information shall not be recorded in any form without the permission and knowledge of the relay users (except for toll billing purposes).

c) Transparent Position: Operators shall not counsel, advise, or interject personal opinions or additional information during a relay call, even if the relay communication breaks down. An exception to this, of course, occurs when either the relay caller or called party requests assistance from an Operator. Even then, a transparent position must be maintained to the greatest extent possible. Operators shall not make any value judgments on the content of any relay communication. Operators shall not have a personal conversation with anyone who calls the OTRS at any time, except to extend a polite and concise response when prompted, such as "Thank You" if a relay user comments on a job well done.

d) Information on Status of Call: Operators shall keep the relay user informed regarding the status of a call, including but not limited to indication of such signals as dialing, ringing, busy, disconnect, recording, baby crying, fax sound, or on hold.

e) Operator Comments: All comments directed to either party by the Operator shall be relayed. For example, if the Operator asks a hearing party, "Will you accept a collect call?" these words will be relayed to the TTY relay user in parentheses. Likewise, all comments directed to the Operator by either party shall be relayed. For example, if a TTY relay user says, "Yes, I will accept the charges," these words will be

relayed to the non-TTY relay user as "(The party says, 'Yes, I will accept the charges.')."

f) Conveyance of Non-TTY Relay User's Tone of Voice or Emotion: In order to make the call more functionally equivalent, Relay Operators shall, to the best of their abilities, convey to the TTY relay user the non-TTY relay user's tone of voice or emotion. Descriptive words shall be used to convey the tone or emotion (e.g. "sounds angry" "sounds like crying" "sounds like foreign accent"). The Contractor shall provide to PUC and maintain a list of acceptable words to convey tone of voice or emotion to PUC. Training sessions shall include a discussion of such words and instruction on how to "interpret" the relay user's tone of voice or emotion into descriptive words.

g) Conveyance of TTY Relay User's Typed Text and Non-TTY User's Expressive Words: When the Operator verbalizes for the TTY relay user, the Operator shall adopt a conversational tone of voice appropriate to the type of call being made. If a TTY relay user types "ooohhhhhh" or similar expressions, the Operator shall verbalize accordingly. Likewise, a non-TTY user's groaning may be relayed as "ooohhh," and an excited yes may be relayed as "yyyeeesss."

h) Confidentiality of Calls: Confidentiality regarding the existence and content of conversations is required. The Contractor shall provide a high level of confidentiality with respect to information processed by a Relay Operator and the protection of electronically collected information. Each Relay Operator shall sign a pledge of confidentiality promising not to disclose the identity of any callers or any information obtained during the course of relaying calls, either during a period of employment as an operator or after termination of employment. A copy of the confidentiality agreement is attached to this Contract as Exhibit B and is incorporated into and made part of this Contract. Relay Operators shall not reveal names, genders or ages of the parties of the call, originating or terminating points of the call, and specifics of the information conveyed. Relay Operators must be restricted to collecting only that personal information necessary to provide and bill for the relay services being rendered. This information shall not be used for any other purpose. In addition, Relay Operators shall not discuss among themselves or their supervisors any name or specifics of any relay call, except in the instances of resolving complaints. Relay Operators may discuss the general situation that they need assistance with in order to clarify how to process a particular type of relay call. Relay Operators must ask questions about procedures without revealing the name of the specific information that will identify the caller. If a user is in an

emergency or life-threatening situation or causes an emergency situation to exist by threatening the Relay Operator or relay service, name and specific information of the caller may be disclosed by the Relay Operator to a supervisor to expedite a solution. In addition, watching or listening to actual calls by anyone other than the Relay Operator is prohibited except for training, monitoring, or auditing purposes or other purposes specifically authorized by the PUC and consistent with the state program rules. Contractor shall conduct background checks on Relay Operators prior to their hire.

i) Oregon Consumer Identity Theft Protection Act:

i. Personal Information concerning callers that comes into the possession of Contractor or its officers, employees or agents in the course of its performance of the Contract is subject to the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628. Contractor must maintain appropriate safeguards for the security of Personal Information (as defined in ORS 646A.602(11)), as required by the Oregon Consumer Identity Theft Protection Act, in the performance of the Contract. Accordingly, Contractor agrees and warrants that it will maintain, operate and enforce, throughout the term of this Contract, an active and effective information security program to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control, in full compliance with the information security program that Contractor described in its Proposal.

ii. Contractor shall not breach or permit the breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Contract. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Contract. Contractor shall not use, distribute or dispose of any Personal Information in any manner other than expressly permitted by this Contract, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

iii. Contractor must report to PUC, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which Contractor received access, possession, custody or control in the performance of this Contract.

iv. The violation of any provision of subsections i) i. through iii. shall constitute a material breach of this Contract, in response to which DAS SPO may:

(A) Notify Contractor of the breach and specify a reasonable opportunity in the notice for Contractor to cure the breach or end the violation, reserving DAS SPO's right to terminate this Contract if Contractor fails or refuses to cure the breach within the time specified by DAS SPO; or

(B) Terminate this Contract immediately, or as of a time specified by DAS SPO, if cure by Contractor is not possible, as determined in DAS SPO's reasonable judgment.

The rights and remedies provided in this subsection 2.D.ii.i) are in addition to the rights and remedies provided elsewhere in this Contract.

j) Identification of Relay Operator - Gender and ID Number: Each Operator will be assigned a three-digit or four-digit number. When answering a relay call, the Operator will answer with his or her number and gender identification such as: "RO 3105M." Relay users shall have the option to request a different gender.

k) Identification of Gender of Non-TTY Relay User: To the extent possible, the Operator shall identify whether the non-TTY relay user is female or male by using parentheses at the beginning of a call as follows: "(M)" or "(F)".

l) Background Noise Identified: The Relay Operator will identify background noise (e.g., a baby crying, music, flipping pages, typing) to TTY relay users.

m) Different Person Identified: The Relay Operator shall indicate to the TTY relay user if another person (hearing) comes on the line.

n) Explanation of OTRS: When a TTY relay user calls a non- TTY user, the Operator will ask the non-TTY called party whether he or she has previously used the OTRS. If such user has used the OTRS before, the call will be placed without further delay. If not, the Operator will explain how the service operates and will notify the TTY relay caller, using parentheses, that the OTRS is being explained to the called party. The OTRS explanation should be brief and concise. A suggested format is: "The caller is typing his/her conversation which will be read to you. When you hear the words 'Go Ahead', speak directly to the caller. The operator will type everything that is heard. One moment for your call to begin."

o) Completed Call Attempts: The Relay Operator shall allow a minimum of ten (10) rings per contact by relay users.

p) Unlimited number of Re-dials: The Relay Operator must permit unlimited re-dials to a busy number.

q) Parentheses for Non-conversation Items: The Relay Operator shall type in parentheses all contents of a relay call that are not part of the relay user's conversation, including those items discussed above.

r) Third-Person Reference: If either party uses the third person, the Operator shall relay in the third person. The Operator will not intervene and will not ask one party to address the other party directly.

s) Release of calls: Per FCC mandates, the Contractor must allow the Relay Operator to release a relay call if a TTY user trying to reach a voice user reaches another TTY that he/she will accept instead of the voice user originally called.

t) In-call replacement of Relay Operators: Relay Operator's answering and placing a TTY-based TRS call must stay with the call for a minimum of ten minutes. Relay Operator's answering and placing a Speech to speech call must stay with the call for a minimum of 15 minutes. After the required time to stay on the line, if the change is necessary, both parties shall be informed.

u) Typing Error: To correct a typing error, Operators shall not backspace, but continue in a forward direction by typing "xx" (common TTY conversation for error) and then typing the word correctly.

v) Verification: Operators shall verify spelling of proper nouns, numbers, and addresses that are spoken. This shall be relayed as discussed above in "Parentheses for Non-conversation Items."

w) Stay on the Line: The Operator will stay on the line until both parties have terminated the call. If necessary to process a complaint or compliment, the call will be transferred to a supervisor or the Contractor's customer service.

x) Answering Machine or Voice Mail Messages and Answering Machine or Voice Mail Retrieval: Relay Operators will leave messages on answering machines or other voice processing systems, and also retrieve messages from these systems. The Relay Operator shall:

i. Inform the caller when an answering machine has been reached and will transmit to the caller the content of the outgoing message.

ii. Leave the caller's full message, either by voice or TTY.

iii. Confirm to the caller that the message has been left. The caller will only be charged for the initial call regardless of the number of redials required to capture the full outgoing message and leave a message.

iv. Retrieve messages from voice processing systems and relay a TTY message to a voice user or a voice message to a TTY user.

iii. RELAY OPERATOR TRAINING.

a) Contractor is responsible for training all relay operators to effectively meet the specialized telecommunications needs of individuals with hearing and speech disabilities.

b) Contractor shall provide disability training. All relay service staff, including management, shall receive training in ASL, deaf culture, speech impairment, ethics, and confidentiality.

c) Training shall include deaf culture, the variety of communication modes including American Sign Language, Pidgen Signed English, sensitivity to the capabilities and needs of people with speech impairments, the Relay Operator's role in the relay process and training in interpersonal skills to handle difficult or stressful conversations. On-going training shall be provided and should include, but not be limited to, ASL "gloss" and grammar, other forms of signed communication, deaf culture, needs of speech-impaired users and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling. Appropriate portions of in-service training for Relay Operators must be provided by experts from the deaf and speech-impaired community in the fields of language interpreting, ASL and deaf culture and speech impairment. The Contractor must be able to demonstrate that its staff possesses such training and expertise.

d) Relay operators must have the ability to understand the structure and syntax of ASL competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette.

iv. OTHER RELAY OPERATOR REQUIREMENTS:

a) Violating Confidentiality: A Relay Operator or supervisor who, after investigation, is found to have violated confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs.

b) Operator Counseling: The Contractor is required to establish a counseling and support program that will help Relay Operators deal with the emotional aspects of relaying calls. Because Relay Operators are not allowed to talk about their calls with other Relay Operators, friends or family, Relay Operators need to have access to someone they can talk to and trust. Relay Operators must be afforded access to either internal or external counseling and support services in a completely confidential manner. Those providing this support must be trained professionals in this area and have knowledge in the field of hearing and speech disabilities.

c) Obscenity Directed to the Operator: Relay Operators do not have to tolerate obscenity directed at them. It is acceptable to transfer callers using obscenities to a supervisor or customer service to determine why the caller is using obscenity and to explain that this is inappropriate.

E. CONTRACTOR AND SUBCONTRACTOR PERSONNEL REQUIREMENTS:

i. KEY PERSONS. Contractor has designated Dottie Cartrite as the Account Manager responsible for Contractor's work under this Contract. Contractor also has designated Melissa McNanus as Key Persons assigned to Contractor's performance of this Contract. Contractor must provide to DAS SPO and Agency the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times.
Neither Contractor nor any Account Manager or Key Person of Contractor shall delegate performance of Services that person is required to perform under this Contract to others without first obtaining Agency's written consent. Further, Contractor shall not, without first obtaining Agency's prior written consent, re-assign or transfer any Account Manager or Key Person to other duties or positions so that the Account Manager or Key Person is no longer available to provide Agency with that person's expertise, experience, judgment, and personal attention. If Contractor requests Agency to approve a re-assignment or transfer of an Account Manager or Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Account Manager or Key Person. Any individual Agency approves as a replacement for an Account Manager or Key Person is deemed, respectively, an Account Manager or a Key Person under this Contract.

ii. SUBCONTRACTORS. All subcontractors are subject to prior written approval by Agency. Any subcontract for the Services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and DAS SPO and to ensure the State is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the Contract between the State of Oregon and the Contractor.

Contractor agrees and understands that utilization of a subcontractor to provide any of the Services in the Contract shall in no way relieve the Contractor of any obligations or performance required by this Contact.

Contractor shall provide written notice to Agency when any approved subcontractor is no longer performing the specified Services if those Services have not been successfully completed.

iii. REPRESENTATIVES TO THE PUBLIC UTILITY COMMISSION'S TELECOMMUNICATION DEVICES ACCESS PROGRAM (TDAP) ADVISORY COMMITTEE. Upon implementation of the relay service, Contractor will designate the relay provider's OTRS Account Manager or an appropriate alternative to the "Public Utility Commission's Telecommunications Devices Access Program" (TDAP) Advisory Committee. The nominee will represent the relay service contractor at the committee's regular and emergency meetings. The Contractor representative will not have voting power.

F. INVOICE AND REPORTING REQUIREMENTS

i. Contractor shall invoice Agency based on the prices established in this Contract. Contractor agrees that it will not separately bill or collect revenues from Oregon residents for the TRS services provided to the State under this Contract. Contractor shall have the right to bill and collect revenues for non-TRS services provided by Contractor to Oregon residents and non-residents. Non-TRS services include, but are not limited to, the following: residential and commercial/business long distance; residential and commercial/business wireline service; wireless services (including roaming and other charges); data services; and internet service and access.

ii. Billing Requirements: The capability to charge relay users for collect calls, international calls, person-to-person calls, and calls charged to a third party is required. The capability to bill to any Oregon Local Exchange Carrier calling card and any nonproprietary interexchange company calling card is required. For toll

calls, the relay user should be billed for actual talk time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation can begin until either party hangs up), not Operator work time. The proposal must include a complete description of how relay users will be billed for all calls and include the procedures for obtaining billing information from the local exchange companies, and indicate whether the billing will be performed in-house or contracted, list specific credit cards to which calls can be billed and include a sample bill format, if available.

iii. Extended Area Service: The system must ensure that relay users are not billed for toll usage when completing EAS calls, including calls made by or to subscribers of optional EAS. It shall be the responsibility of the provider(s) to obtain information concerning these routes and calling plans.

iv. Network Configuration: The transmission circuits shall meet or exceed industry interexchange performance standards for circuit loss and noise.

v. Coin sent-paid calls: The Contractor shall accept alternative billing arrangements from payphones. Contractor shall allow relay users to bill long distance calls through collect calls, person to person calls, or calls charged to a third party, where feasible.

vi. Contractor shall send all invoices no more often than monthly by the 21st of each month for the preceding month for Services completed and accepted by Agency to Agency's Contract Administrator at the address specified in section 6 or to any other address as Agency may indicate in writing to Contractor. Invoices shall contain the following information:

a) Amount due for the mandatory part of the service based on the basic price per minute including number of billable minutes.

b) Number of intrastate toll calls completed, corresponding Relay Operator work time, corresponding talk time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of intrastate calls completed to total calls handled.

c) Number of local calls completed, corresponding Relay Operator work time, corresponding talk time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of local calls completed to total calls handled.

d) Number of intrastate general assistance calls handled (general assistance calls are calls to the OTRS where no out-dial call is placed, usually the relay caller is seeking information about the OTRS), corresponding Relay Operator work time, and percent of general assistance calls handled to total calls handled.

e) Number of calls to intrastate OTRS Relay numbers completed, corresponding Relay Operator work time, corresponding talk time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of OTRS Relay calls completed to total calls handled.

f) Number of intrastate busy/no answer calls handled, corresponding Relay Operator work time, and percent of busy/no answer calls to total calls handled.

g) Number of calls handled and corresponding percent of the total calls handled categorized as:

i) TTY calls;
ii) ASCII calls;
iii) Baudot calls;
iv) Voice calls;
v) Voice carry over calls;
vi) Hearing carry over calls;
vii) Spanish to Spanish calls;
viii) Local calls;
ix) Intrastate calls;
x) Interstate calls;
xi) International calls;
xii) Ship to Shore calls;
xiii) 900/976 calls;
xiv) VCO to VCO calls;
xv) HCO to HCO calls;
xvi) Speech to Speech Calls.

h) Average length of calls handled.

i) Number of incoming calls (calls placed to the OTRS):

i. Number of incoming calls placed in queue;
ii. Number of incoming calls answered from queue; and

iii. Delayed call profile to show how many calls stayed in queue for less than 1 second, 1-5 seconds, 5.01-10 seconds, 10.01-15 seconds, 15.01-20 seconds, 20.01-25 seconds, 25.01-30 seconds, 30.01-40 seconds, 40.01-50 seconds, 50.01-60 seconds, 60.01-90 seconds, 90.01-120 seconds, 120.01-180 seconds, 180.01+ seconds.

j) Information regarding daily calls handled:

i. Number of calls handled for each day of the month;
ii. Average number of weekday calls;
iii. Average number of weekend calls; and
iv. Peak days and hours of operation.

k) Average speed of answer time for each-six hour time period (beginning at 12 Midnight) for each day and the average speed of answer time for the month.

l) Appropriate call detail reports from the switch should be attached to the invoice to verify the information included in the invoice.

m) Complaints, with the required data outlined in subsection 2.C.i. These reports must incorporate complaints that originate either with the relay provider or with the RSPF Program Manager at the Public Utility Commission. These reports must be submitted monthly, by the 21st of each month.

n) Invoice Format: The Contractor must work with the PUC staff to develop an acceptable format for the invoice. The PUC reserves the right to request additional data from the provider at a later date during the course of the contract.

o) Both electronic and written production of the above information is required. The format must be approved by the PUC prior to the first report being submitted.

vii. Contractor's claims to Agency for overdue payments on invoices are subject to ORS 293.462.

viii. Contractor shall remit monthly, to the Public Utility Commission, all revenue collected from customers for intrastate toll or long distance calls made through OTRS. Contractor will be reimbursed for the costs of relaying these OTRS calls through the per-minute rate established in this Contract and that will be paid for all billable minutes.

ix. The Contractor shall provide to PUC, upon PUC's request, ad hoc reports; including new information the Contractor has in its system database or in new formats for existing information.

x. Reconciliation between billing units and traffic data reported for the month.

xi. By September 30th of each year, the Contractor shall provide to the PUC RSPF Program Manager for review and approval an annual report of operations, traffic patterns, and account data, outreach and marketing information pertaining to the OTRS and CapTel. On an annual basis, the contractor must provide forecasted usage figures and costs to the Commission for the upcoming year for use in the annual program budget. This report will be based on information from the fiscal year (July 1-June 30) of each year preceding the due date of the annual report.

xii. Quarterly Traffic Report: Contractor shall provide quarterly traffic report as seen in Attachment B and shall be sent in an electronic format accessible by the PUC by the 21st of the following month of the preceding quarter.

xiii. Complaint Logs: Contractor shall provide a cumulative quarterly complaint log to the RSPF Program Manager for review and approval as described in Section 2.C.i.

xiv. Outreach Budget Report: Contractor shall provide to the PUC RSPF Program Manager for review and payment approval, a quarterly outreach budget report for the preceding quarter's outreach activities.

xv. Special Reporting Requirements. The Contractor shall provide in-depth reports upon request from PUC in addition to reports outlined in this Contract. The costs, if any, for these reports shall be negotiated by the Contractor and the PUC RSPF Program Manager and agreed to in writing by both parties.

a) The purpose of the special reports may be to respond to an industry, legislative, or Commission request for information, so they must be provided on a timely basis.

b) Special report requests may include, but are not limited to:

i. Traffic reports including a Numbering Plan Area (NPA) traffic report: The example reports are generated using all calls to the OTRS, including local, intrastate, interstate, international, general assistance, and busy/no answer calls.

ii. Number of subscribers: The number of different telephone numbers from which calls are placed through the OTRS. If a

household has different people who use the OTRS and they all share one telephone line, only one subscriber will be counted. If a subscriber calls through the OTRS from home and from work, two subscribers will be counted.

iii. Number of completed calls: The number of local, intrastate, and intrastate 800 number calls placed for relay users where a connection is made with the called telephone number.

iv. Total Relay Operator work time: Relay Operator work time is the time, in minutes and seconds, from the moment a Relay Operator is ready to render assistance and/or ready to accept information to process a call to the OTRS until both relay users disconnect.

v. Talk time: The time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up.

vi. Inbound calls: The number of calls placed to the OTRS.

vii. Number of calls handled: The number of local calls completed, the number of intrastate calls completed, the number of intrastate general assistance calls handled, the number of intrastate 800 number calls Completed, plus the number of intrastate busy/no answer calls handled. Note: A relay user may make one call to the OTRS and ask the Relay Operator to place five outbound calls.

G. SPECIAL REQUIREMENTS.

i. In the event the Federal Communications Commission (FCC) levies a fine for not complying with FCC rules and regulations, Contractor will be responsible for paying the fine(s) and will hold the State of Oregon free and harmless from this burden. However, Contractor shall have no responsibility for FCC fines or indemnification under this subsection where any FCC fines arise from circumstances that are caused by the acts or omissions of the State and that are not within the control of Contractor.

ii. Liquidated Damages: State and Contractor recognize and agree that, in the event of certain breaches under this Contract, it would be difficult to prove damages. Therefore, State and Contractor recognize and agree that, upon the occurrence of a breach by Contractor as described in this Section, State shall be entitled to deduct from Contractor's monthly invoice the certain dollar amounts described below as Liquidated Damages.

iii. State and Contractor also recognize and agree that:

a) these Liquidated Damages are reasonable in light of the difficulty of proof of loss, the anticipated harm caused by such breaches, and the inconvenience and infeasibility of the State in obtaining an adequate remedy,

b) the Liquidated Damages represent an estimated amount of the projected loss or damages that the State would suffer in connection with such breaches,

c) the Liquidated Damages are not a penalty, and

d) the State and Contractor have both had ample opportunity to review this section with their respective legal counsel and both the State and Contractor understand its significance.

iv. If Contractor should:

a) fail to begin delivery of services on the date and at the time specified in this Contract, then for each calendar day of delay, State shall deduct from Contractor's monthly invoice as fixed, agreed and Liquidated Damages the sum of a rate equal to the cost of continuance of service by the incumbent contractor.

b) fail to meet the daily ASA (Average Daily Answer Time) requirements as specified in this Contract, then for each day that Contractor is in violation of the daily ASA requirement, the State may deduct from Contractor's monthly invoice as fixed, agreed and Liquidated Damages the sum of $100.00.

c) fail to meet the busy signal requirements as specified in this Contract, then for each call on which the busy signal requirement is not met, the State may deduct from Contractor's monthly invoice as fixed, agreed and Liquidated Damages the sum of the rate of $100 per blocked call.

d) fail to keep service available or if Contractor suffers a service outage that is not caused by force majeure, then for each hour or fraction thereof that the service is not 100% available, the State may deduct from Contractor's monthly invoice as fixed, agreed and Liquidated Damages of $100 per hour. Contractor will have forty-eight (48) hours to correct the problem before liquidated damages are assessed under this subsection d.

v. State acknowledges that certain events might occur which could cause Contractor to fail to meet its obligations under the Contract. Contractor shall not be charged Liquidated Damages nor will Contractor be held in default or charged with a breach of the Contract when the delay in delivery or performance arises from forces or causes beyond Contractor's reasonable control and without the fault or negligence of Contractor. However, Contractor shall bear the burden of proof of establishing that such delay in delivery or performance was not within its reasonable control or was without its fault or negligence.

vi. These liquidated damages are in addition to any other remedies available to the State.

vii. POST-TERM OBLIGATIONS: If the initial term or any extension term of this Contract expires or is not extended, or if this Contract is terminated by the State for any reason, the State may, at its discretion, direct Contractor to transfer to the State and secure to the State all right, title and interest in, and the right to use (and any successor contractor's right to use), in this program or in a successor program that resembles this program, all telephone numbers and other communications numbers and addresses by which program users accessed the services provided under this Contract. At the time of any such transfer, Contractor shall use its best, good-faith efforts to effect as expeditiously as possible an orderly and complete transition of Contractor's duties and responsibilities with respect to the program to the successor contractor or to the State, including, without limitation, transferring all existing records, files and documents necessary to continue the operation of the program or a similar successor program by the successor contractor or the State, as directed by the State. In any event, Contractor shall complete the transfer of all such rights, records, files and documents within 60 (sixty) days of the expiration, non-renewal or notice of termination of this Contract. In such a case, Contractor may maintain copies of the records, files and documents for record-keeping and regulatory purposes only. This subsection shall survive any expiration, non-renewal or termination of this Contract.

viii. Contractor shall cooperate with the State using its best, good-faith efforts in a commercially reasonable manner in order that the duties and obligations of Contractor hereunder may be effectively, efficiently and promptly discharged. Contractor shall, at its expense, deliver to the State further instruments and documents, and shall take further action as the State may from time to time reasonably request in order to carry out the intent and purpose of this Contract. To that end, Contractor shall, at all reasonable times during normal business hours and as reasonably necessary, make its properly authorized personnel available for discussion with the State.

3. COMPENSATION.

A. METHOD OF PAYMENT FOR SERVICES.

i. Agency shall pay Contractor all amounts due for Services completed and accepted by Agency and as invoiced by Contractor pursuant to Section D, at the prices specified in Exhibit A of this Contract. Payment terms are Net 45 days.
ii. Agency will pay only for completed Services that are accepted by Agency.

B. ACCEPTANCE OF SERVICES.

i. The Agency shall have ten (10) calendar days from date of its receipt of an invoice for payment for the Services within which to review, inspect, and accept or reject

the Services. If the Services are rejected, Agency shall provide Contractor with written notification of rejection.

ii. Notice of rejection shall include itemization of apparent defects, including but not limited to;
   a) discrepancies between the Services or Goods and the applicable specifications or warranties;
   b) other apparent defects in workmanship, design, materials, or manufacture; or;
   c) otherwise nonconforming Services or Goods (including late performance). Notice of rejection shall also indicate whether cure will be allowed.

iii. Agency may elect to have the Contractor perform remedial Services that comply with the Contract specifications and warranties, or may, in its sole discretion, have the Services performed by other forces and charge the cost to Contractor.

iv. Contractor's failure to provide Services in accordance with the requirements of this Contract is a material breach of this Contract.

v. If Contractor commits any violation or breach any covenant, warranty, obligation or requirement under this Contract, or so fails to pursue the work or to provide the Services as to endanger Contractor's performance under this Contract in accordance with its terms, DAS SPO may provide to Contractor written notice of the violation or breach with a demand that Contractor cure the violation or breach within no fewer than thirty (30) calendar days after delivery of the notice, or such longer period of cure as DAS SPO may specify in such notice. If Contractor fails to fully cure the violation or breach within the time specified in the notice, DAS SPO Office may commence withholding any payments otherwise due to Contractor until the violation or breach has been fully remedied, or may terminate this Contract for failure to cure within the time specified in the notice. These remedies are in addition to, and not in lieu of, any other remedies for violation or breach of this Contract that may be available to the State under this Contract or under applicable law.

C. EXPENSE REIMBURSEMENT.

Agency will not reimburse Contractor for any out-of-pocket expenses incurred by Contractor in performing this Contract.

D. GENERAL PAYMENT PROVISIONS.

i. Agency's Payment. Agency shall pay Contractor for Services performed at the rates and prices specified in Exhibit A. Contractor shall look solely to Agency for payment of all amounts Agency owes to Contractor. Contractor shall not be compensated by any agency or department of State other than Agency for Services performed and accepted by Agency.

ii. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to Agency a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the Internal Revenue Service ("IRS"), as evidence that Agency is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently available at http://www.irs.gov. Agency may withhold payments to Contractor pending Agency's receipt from Contractor of the applicable, completed and signed form. If Agency does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to Agency that Contractor's information on the form provided is incorrect, Agency will withhold as federal income tax 30% of all amounts Agency owes to Contractor under this Contract.

iii. Funds Available and Authorized; Payments. Contractor understands and agrees that Agency's payment of amounts under this Contract is contingent on Agency receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make payments under this Contract.

iv. The prices established in this Contract shall be firm for the Initial Term. No changes in price may be changed during that time, unless mandated by the FCC, authorized by subsection 4.D.vi. of this Contract, or unless they are made for specific additional items agreed to by the State. Subject to subsection 4.D.iv of this Contract, changes in prices for the two (2) Renewal Terms shall occur only at the time of renewal, at a rate not to exceed the Consumer Price Index (CPI) through the US Department of Labor, Bureau of Labor Statistics, for the period of time since the last price increase. All information regarding price changes shall be submitted to the State, in writing, at least 60 days prior to the Contract expiration date. Price changes must be accompanied by documentation supporting such increases. Price changes shall become effective on the first day of the applicable Contract Renewal Term.

4. GENERAL TERMS AND CONDITIONS.

A. INTELLECTUAL PROPERTY & OPEN SOURCE; TITLE TO GOODS.

i. Definitions. As used in this Contract, the following terms have the meanings set forth below:

a. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed: (i) prior to commencement of this Contract; or (ii) at any time independently from Contractor's performance of the Services under this Contract; or (iii) by Contractor and used in Contractor's business or used in Contractor's performance of contracts in addition to this Contract.

b. "Open Source Elements" means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.

c. "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Contractor.

d. "Work Product" means all Goods Contractor delivers or is required to deliver to Agency pursuant to this Contract.

ii. New Works.

a. All intellectual property rights in the Work Product created by Contractor and used in Contractor's business or used in Contractor's performance of contracts in addition to this Contract shall be the exclusive property of Contractor.

b. All intellectual property rights in the Work Product created by Contractor at the express written request of the State for use in the performance of this Contract, shall be the exclusive property of Agency. All such Work Product described in the preceding sentence shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent Agency is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in such Work Product. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

iii. Contractor Intellectual Property. If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to Agency, throughout the term of this Contract and all extensions (including but not limited to any transitional extension periods, such as the 120-day extension period described in subsection 4.D.iv. of this Contract), an irrevocable, non-exclusive, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute

copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf. On the expiration or termination of this Contract, unless otherwise agreed by Contractor, DAS SPO and Agency, any licenses created under this subsection will terminate.

iv. Third Party Intellectual Property. To the extent Contractor has the authority, Contractor shall sublicense or pass through to Agency all Third Party Intellectual Property for Agency's use during the term of the Contract and all extensions (including but not limited to any transitional extension periods, such as the 120-day extension period described in subsection 4.D.iv. of this Contract). Contractor represents and warrants that it has provided written disclosure to Agency of all Third Party Intellectual Property that must be independently licensed by Agency to fully enjoy the benefit of the Work Product. If Contractor failed to provide such written disclosure, Contractor shall secure on the Agency's behalf and in the name of the Agency for Agency's use during the term of the Contract, an irrevocable, non-exclusive, royalty-free license to use and prepare derivative works based upon, the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf. On the expiration or termination of this Contract, unless otherwise agreed by Contractor, the owner of the Third Party Intellectual Property, DAS SPO and Agency, any licenses created under this subsection will terminate.

v. Nothing in this section 4.A. shall prevent the parties, by amending this Contract or by separate agreement, from cooperating in the joint development of Work Product that may promote or facilitate the performance of telecommunication relay services. Unless otherwise agreed by Contractor and Agency, Agency shall retain ownership in such Work Product, but will grant Contractor a perpetual, irrevocable, non-exclusive, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display such Work Product. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in Agency.

vi. Open Source Approval and Notice. Any Open Source Elements in the Work Product must be approved in advance and in writing by Agency. If Agency approves the use of Open Source Elements, Contractor shall:

a. Notify Agency in writing that the Work Product contains Open Source Elements;

b. Identify the specific portion of the Work Product that contain Open Source Elements; and

c. Provide a copy of the applicable license for each Open Source Element to Agency.

vii. Title to Goods. Title to any Goods passes to Agency in accordance with ORS 72.4010.

B. OTHER REPRESENTATIONS AND WARRANTIES.

i. All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to any Goods delivered under this Contract. Contractor represents and further warrants that:

a. Contractor has the authority to enter into and perform in accordance with this Contract and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;

b. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession;

c. Contractor is and shall be, at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform the Services; and,

d. When used as authorized by this Contract, no Work Product infringes nor will Agency's use, duplication or transfer of the Work Product infringe, any copyright, patent, trade secret or other proprietary right of any third party.

ii. The warranties specified in this section are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and shall be interpreted broadly to give DAS SPO and Agency the greatest warranty protection available.

C. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

i. Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.

ii. DAS SPO's and Agency's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). This subsection 4.C.ii. shall

not be applicable Contractor's CapTel Relay Service subcontractor ("CapTel Subcontractor").

D. AMENDMENTS AND RENEWAL TERM(S) EXTENSION TERM(S).

i. All amendments to this Contract are Unanticipated Amendments unless subsections ii and iii of this section D are satisfied so that the amendments qualify as Anticipated Amendments. OAR 125-246-0560 applies to all Contract amendments.

ii. Circumstances Requiring Amendments.

a. Amendment to extend the Contract term for time and to provide additional funds associated with any such extension;
b. Amendment to add or remove Services within the scope of the original solicitation, including but not limited to Video Relay Services and Internet Protocol Relay Services;
c. Amendment to modify the Statement of Services;
d. Amendment to increase or decrease the rates, in accordance with Section 3.D.iv of this Contract;

iii. Amendment Method. All amendments must be in writing and agreed to by both parties.

iv. Exercise of Renewal Terms. As stated in the introductory paragraph of this Contract, the Contract Initial Term will be for two (2) years with two (2) Renewal Term options, each for a period of two (2) years, under which DAS SPO may extend this Contract, subject to subsection 3.D.iv of this Contract, this subparagraph, and subparagraphs v. and vi. of this subsection. DAS SPO may exercise a Renewal Term option by providing Contractor written notice of its desire to exercise a Renewal Term option ("Renewal Notice") no fewer than ninety (90) days prior to the expiration of the Initial Term or the expiration of the first Renewal Term, as applicable. Contractor shall provide a written response ("Renewal Notice Response") regarding the pricing for the applicable extension term within thirty (30) days of Contractor's receipt of the Renewal Notice. Contractor shall include in its Renewal Notice Response proposed pricing, consistent with subsection 3.D.iv., for the applicable Renewal Term. DAS SPO shall provide Contractor with written notice ("Acceptance/Rejection Notice") accepting or rejecting Contractor's Renewal Notice Response no fewer than thirty (30) days prior to the expiration of the then current Initial Term or first Renewal Term, as applicable. In the event DAS SPO accepts Contractor's Renewal Notice Response, the Contract shall be extended via written amendment for a two (2) year period at the pricing proposed in Contractor's Renewal Notice Response. In the event DAS SPO rejects or does not

provide an Acceptance/Rejection Notice to Contractor, then the Contract shall terminate upon the expiration of the then current Initial Term or first Renewal Term, as applicable; provided, however, that DAS SPO may elect in its Acceptance/Rejection Notice to extend the then current term for a one-time additional period of one hundred twenty (120) days at the then current pricing in order to facilitate an orderly transition.

v. Exercise of Extension Term(s). As stated in the introductory paragraph of this Contract, after the expiration of the six-year period contemplated by the Initial Term and two Renewal Terms, DAS SPO and Contractor may, by mutual written agreement, extend this Contract for additional time, up to a maximum of four (4) additional years ("Extension Term(s)"). Either party may provide notice to the other not less than one hundred twenty (120) days prior to the expiration of the second Renewal Term of its desire to exercise the Extension Term; provided, however, that neither party shall have any obligation to agree to the exercise of the Extension Term(s). In the event that either: (i) the parties are unable to reach mutual agreement upon the terms and conditions, including, but not limited to, pricing, for the Extension Term(s); or (ii) neither party provides timely notice of its desire to exercise the Extension Term(s) , then the Contract shall terminate upon the expiration of the second Renewal Term.

vi. Government Regulations. Notwithstanding anything in this Contract to the contrary, if any government legislative or regulatory authority, including the FCC or any authority charged with the administration of the Americans with Disabilities Act ("ADA"), enacts or promulgates, during the term of this Contract any new statute or regulation or an amendment to any statute or regulation that mandates additional TRS services or increases Contractor's costs of providing the Services specified under this Contract, Contractor, DAS SPO and Agency shall cooperate in complying with the change and endeavor to arrange their operations to enable each of the parties to comply with the terms of the statute or regulation adopted or amended. If Contractor determines in its reasonable discretion that compliance with this subparagraph materially increases Contractor's costs of providing the Services, Contractor shall provide written notice to DAS SPO and the parties will negotiate in good faith concerning equitable increases to the prices charged by Contractor to DAS SPO under this Contract, while proceeding as required by the statute or regulation in question. The parties shall use commercially reasonable efforts to execute an amendment to this Contract for an equitable price increase prior to the date when the applicable statute or regulation (or an amendment to statute or regulation) goes into effect ("Legislation Effective Date"); provided, however, that the Contract amendment shall be retroactively effective to the Legislation Effective Date, regardless of the date of execution of the Contract amendment. In the event that the parties are unable to reach agreement regarding an equitable increase to the pricing prior to the Legislative Effective Date, then

Contractor shall have the right to terminate this Agreement upon one hundred twenty (120) days prior written notice to DAS SPO.

E. TIME IS OF THE ESSENCE.

Contractor agrees that time is of the essence in the performance of this Contract.

F. FORCE MAJEURE.

Neither DAS SPO, Agency nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, diligently resume its performance and continue to perform under this Contract. DAS SPO may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

G. INSURANCE.

Contractor shall obtain the insurance required under section 5 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

H. INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING.

i. Contractor shall perform all Services as an independent Contractor. Although Agency and DAS SPO have the right (a) to determine and modify the delivery schedule for Services to be performed and (b) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor certifies, represents and warrants that Contractor is an independent contractor of Agency under all applicable State and federal law. Contractor is not an "officer", "employee", or "agent," as those terms are used in ORS 30.265, of State or Agency.

ii. If Contractor is currently performing work for State or the federal government, Contractor by signature to this Contract represents and warrants: Contractor's performance of this Contract creates no potential or actual conflict of interest as

defined by ORS 244 and that no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of this Contract.

iii. Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract, and Agency will not withhold from compensation or payments to Contractor any amount(s) to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

I. INDEMNIFICATION.

i. GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY STATE, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ("CLAIMS") RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

ii. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 4.I.i, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY STATE, ITS AGENCIES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING OUT OF OR RELATING TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEM DELIVERED UNDER THIS CONTRACT BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR AGENCY'S REASONABLE USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY ("INFRINGEMENT CLAIM"); PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

iii. STATE SHALL REASONABLY COOPERATE IN GOOD FAITH, AT CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF CLAIMS AND INFRINGEMENT CLAIMS, AND CONTRACTOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO THE OREGON ATTORNEY GENERAL TO DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS AND SHALL BEAR ALL COSTS OF SUCH COUNSEL. COUNSEL MUST ACCEPT

APPOINTMENT AS A SPECIAL ASSISTANT ATTORNEY GENERAL UNDER ORS CHAPTER 180 BEFORE COUNSEL MAY ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, STATE, ITS AGENCIES, OFFICERS, EMPLOYEES OR AGENTS. STATE MAY ELECT TO ASSUME ITS OWN DEFENSE WITH AN ATTORNEY OF ITS OWN CHOICE AND AT ITS OWN EXPENSE AT ANY TIME STATE DETERMINES IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE. SUBJECT TO THE LIMITATIONS NOTED ABOVE, CONTRACTOR MAY DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS WITH COUNSEL OF ITS OWN CHOOSING PROVIDED THAT NO SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIMS AND INFRINGEMENT CLAIMS SHALL OCCUR WITHOUT THE CONSENT OF STATE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

J. ASSIGNMENT OF ANTITRUST RIGHTS.

i. CONTRACTOR IRREVOCABLY ASSIGNS TO STATE ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO CONTRACTOR FOR THE PURPOSE OF CARRYING OUT CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT, INCLUDING, AT STATE'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

ii. CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS CONTRACT TO IRREVOCABLY ASSIGN TO STATE, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO CONTRACTOR IN PURSUANCE OF THIS CONTRACT, INCLUDING, AT STATE'$ OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION. THIS SECTION 4.J.ii. SHALL NOT BE APPLICABLE TO CONTRACTOR'S CAPTEL SUBCONTRACTOR.

K. EVENTS OF BREACH.

i. Breach by Contractor. Contractor breaches this Contract if:

a. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after DAS SPO delivers notice of breach to Contractor or a longer period as DAS SPO may specify in the notice; or

c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform its obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after DAS SPO delivers notice of breach to Contractor or a longer period as DAS SPO may specify in the notice.

ii. Breach by Agency. Agency breaches this Contract if:

a. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and DAS SPO fails to cure Agency's failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to DAS SPO or a longer period as Contractor may specify in the notice; or

b. Agency commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and DAS SPO fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to DAS SPO or a longer period as Contractor may specify in the notice.

L. REMEDIES.

i. State's Remedies. If Contractor is in breach under section 4.K.i, then in addition to the remedies afforded elsewhere in this Contract, State shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages. State may, at DAS SPO's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

a. Termination of this Contract under section 4.M.ii.;

b. Withholding payment of all amounts in Contractor's invoices for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or

d. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to State's setoff right, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in breach under section 4.K.i, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 4.M.ii.a.

ii. Contractor's Remedies. If DAS SPO terminates this Contract for convenience under section 4.M.ii.a, or if Agency is in breach under section 4.K.ii and whether or not Contractor elects to exercise its right to terminate this Contract under section 4.M.iii, Contractor's sole remedy is one of the following, as applicable:

a. For Services compensable on an hourly basis, a claim against Agency for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by Agency less any claims State has against Contractor.

b. For deliverable-based Services, a claim against Agency for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and any claims State has against Contractor.

If previous amounts paid to Contractor for Services and Goods exceed the amount due to Contractor under this section 4.L.ii, Contractor shall pay the excess amount to Agency immediately upon written demand.

iii. ATTORNEYS' FEES.

Except for defense costs and expenses pursuant to section 4.I, neither DAS SPO, Agency nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

M. TERMINATION.

i. MUTUAL CONSENT. This Contract may be terminated at any time by mutual written consent of the parties.

ii. DAS SPO:

a. DAS SPO may, at its sole discretion, terminate this Contract for its convenience upon 30 days written notice by DAS SPO to Contractor.

b. DAS SPO may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as DAS SPO may establish in the notice, upon the occurrence of any of the following events:

A. Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services;

B. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Services by Agency under this Contract is prohibited, or Agency is prohibited from paying for Services from the planned funding source; or

C. Contractor is in breach under section 4.K.i.

Contractor shall stop performance under this Contract as directed by DAS SPO in any written notice of termination delivered to Contractor under this section 4.M.ii.

iii. Contractor: Contractor may terminate this Contract immediately upon written notice to DAS SPO, or at a later date as Contractor may establish in the notice, if DAS SPO is in breach pursuant to section 4.K.ii.

N. ACCESS TO RECORDS.

i Contractor shall retain, maintain, and keep accessible all records relevant to this Contract ("Records") for minimum of six (6) years, or a longer period as may be required by applicable law, following Contract termination or full performance, the period required by applicable law following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. During this Record-retention period, Contractor shall permit State, its duly authorized representatives, and the federal government access to the Records at reasonable times and places for purposes of examination and copying.

ii Notwithstanding anything in section 4.R. of this Contract, access to the records of Contractor's CapTel Subcontractor shall be in accordance with this section 4.N.ii. The State or a duly authorized State of Oregon representative shall have the right to review and to copy only those records pertaining to CapTel Subcontractor's performance under this Contract which are set forth in Exhibit C attached hereto. CapTel Subcontractor agrees to maintain such records for six (6) years. CapTel Subcontractor agrees to allow access to such records by duly authorized State of Oregon personnel during normal business hours provided CapTel Subcontractor is given ten days advance written notice.

O. NOTICES.

All notices required under this Contract shall be in writing and addressed to the party's authorized representative. For State, the authorized representative is the DAS SPO contact person identified in section 8. Contractor's authorized representative is the contact person identified in section 7. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative. Contractor shall send to Agency's contact person identified in section 7 copies of all notices that Contractor sends to DAS SPO.

P. GOVERNING LAW.

The Contract is governed by and construed in accordance with the laws of State, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs the Goods sold under this Contract.

Q. VENUE; CONSENT TO JURISDICTION.

Any claim, action, suit or proceeding (collectively, "Proceeding") between State and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

R. SUBCONTRACTS; ASSIGNMENT; SUCCESSORS.

i. SUBCONTRACTS. Contractor shall not enter into any subcontracts for any of Services required under this Contract without DAS SPO's prior written consent. In addition to any other provisions either DAS SPO or Agency may require, Contractor shall include, in any permitted subcontract, provisions to ensure that DAS SPO and Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor with respect to sections 4.C, 4.B, 4.E, 4.N, 4.S, and 5, subject to the limitations set forth in those sections. DAS SPO's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

ii. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without DAS SPO's prior written consent. DAS SPO's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent.

iii. The provisions of this Contract are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

S. THIRD PARTY BENEFICIARIES.

State and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Agency is an intended beneficiary of the terms of this Contract.

T. SEVERABILITY.

If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

U. COUNTERPARTS.

This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

V. INTEGRATION AND MERGER.

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.

W. AMENDMENTS; WAIVER.

This Contract may be amended to the extent permitted by applicable statutes and administrative rules and as the amendment scope and process may be further described in Section 2, Statement of Services. No waiver, consent, or amendment of terms of this Contract shall bind either party unless in writing and signed by DAS SPO and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Contract shall not constitute a waiver by State of that or any other provision.

X. SURVIVAL.

In addition to all provisions which by their nature extend beyond Contract termination or full performance, the following provisions shall remain in effect beyond any Contract termination or full performance: Sections 2.G.vii, 4.A, 4.B, 4.G, 4.I, 4.J, 4.L, 4.N, 4.P, 4.Q, 4.S, 4.X and 5.

5. INSURANCE.

A. REQUIRED INSURANCE. Contractor shall obtain the insurance specified in this section 5 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS SPO.

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers who work under this Contract in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). Contractor shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.

ii. PROFESSIONAL LIABILITY

☐ **Required by DAS SPO** ☒ **Not required by DAS SPO.**

iii. COMMERCIAL GENERAL LIABILITY.

☒ **Required by DAS SPO** ☐ **Not required by DAS SPO.**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to DAS SPO. This insurance shall include personal and advertising injury liability, products and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Contractor shall provide proof of insurance of not less than the following amounts:

From commencement of the Contract term to June 30, 2010:	$1,500,000.
July 1, 2010 to June 30, 2011:	$1,600,000.
July 1, 2011 to June 30, 2012:	$1,700,000.
July 1, 2012 to June 30, 2013:	$1,800,000.
July 1, 2013 to June 30, 2014:	$1,900,000.
July 1, 2014 to June 30, 2015:	$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to June 30, 2010:	$3,000,000.
July 1, 2010 to June 30, 2011:	$3,200,000.
July 1, 2011 to June 30, 2012:	$3,400,000.
July 1, 2012 to June 30, 2013:	$3,600,000.
July 1, 2013 to June 30, 2014:	$3,800,000.
July 1, 2014 to June 30, 2015:	$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

iv. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

☒ **Required by DAS SPO** ☐ **Not required by DAS SPO.**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the following amounts:

Combined single limit per occurrence:

From commencement of the Contract term to June 30, 2010:	$1,500,000.
July 1, 2010 to June 30, 2011:	$1,600,000.
July 1, 2011 to June 30, 2012:	$1,700,000.

July 1, 2012 to June 30, 2013:	$1,800,000.
July 1, 2013 to June 30, 2014:	$1,900,000.
July 1, 2014 to June 30, 2015:	$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Contract term to June 30, 2010:	$3,000,000.
July 1, 2010 to June 30, 2011:	$3,200,000.
July 1, 2011 to June 30, 2012:	$3,400,000.
July 1, 2012 to June 30, 2013:	$3,600,000.
July 1, 2013 to June 30, 2014:	$3,800,000.
July 1, 2014 to June 30, 2015:	$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to
Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

v. EMPLOYERS' LIABILITY.

☒ **Required by DAS SPO** ☐ **Not required by DAS SPO.**

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less that $500,000, and annual aggregate limits of not less than $1 million.

vi. POLLUTION LIABILITY.

☐ **Required by DAS SPO** ☒ **Not required by DAS SPO.**

B. ADDITIONAL INSURED.

The commercial general liability insurance and automobile liability insurance required under this Contract shall include State, and its agencies, departments, divisions, commissions, branches, officers and employees as Additional Insureds with respect to Contractor's performance obligations under this Contract. Contractor shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before

the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion of all Services and Agency's acceptance of all Services required under this Contract, or (iii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this section 5.C.

D. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation or non-renewal of insurance coverage(s) without thirty (30) days' written notice from this Contractor or its insurer(s) to DAS SPO. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by DAS SPO.

E. CERTIFICATE(S) OF INSURANCE.

Contractor shall provide to DAS SPO Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

F. (a) INSURANCE REQUIREMENTS FOR CAPTEL SUBCONTRACTOR
Notwithstanding anything in this section 5 or section 4.R. of this Contract, the CapTel Subcontractor shall obtain the insurance specified in this section 5.F. prior to performing under its subcontract relating to Services under this Contract ("Subcontract") and shall maintain it in full force and at its own expense throughout the duration of the Subcontract.

i. WORKERS COMPENSATION. CapTel Subcontractor shall carry Workers Compensation insurance that complies with applicable federal and State of Wisconsin laws.

ii INTENTIONALLY LEFT BLANK

iii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury and property damage shall include personal and advertising injury liability, products and

completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). CapTel Subcontractor shall provide proof of insurance of not less than the following amounts:

From commencement of the Subcontract term to June 30, 2010:	$1,500,000.
July 1, 2010 to June 30, 2011:	$1,600,000.
July 1, 2011 to June 30, 2012:	$1,700,000.
July 1, 2012 to June 30, 2013:	$1,800,000.
July 1, 2013 to June 30, 2014:	$1,900,000.
July 1, 2014 to June 30, 2015:	$2,000,000.

Aggregate limit for all claims per occurrence:

From commencement of the Subcontract term to June 30, 2010:	$3,000,000.
July 1, 2010 to June 30, 2011:	$3,200,000.
July 1, 2011 to June 30, 2012:	$3,400,000.
July 1, 2012 to June 30, 2013:	$3,600,000.
July 1, 2013 to June 30, 2014:	$3,800,000.
July 1, 2014 to June 30, 2015:	$4,000,000.

iv. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. CapTel Subcontractor shall provide proof of insurance of not less than the following amounts:

Combined single limit per occurrence:

From commencement of the Subcontract term to June 30, 2010:	$1,500,000.
July 1, 2010 to June 30, 2011:	$1,600,000.
July 1, 2011 to June 30, 2012:	$1,700,000.
July 1, 2012 to June 30, 2013:	$1,800,000.
July 1, 2013 to June 30, 2014:	$1,900,000.
July 1, 2014 to June 30, 2015:	$2,000,000.

Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Subcontract term to June 30, 2010:
$3,000,000.

July 1, 2010 to June 30, 2011:	$3,200,000.
July 1, 2011 to June 30, 2012:	$3,400,000.
July 1, 2012 to June 30, 2013:	$3,600,000.
July 1, 2013 to June 30, 2014:	$3,800,000.
July 1, 2014 to June 30, 2015:	$4,000,000.

b. ADDITIONAL INSURED.

The commercial general liability insurance and automobile liability insurance required under this Subcontract shall include the State, and its agencies, departments, divisions, commissions, branches, officers and employees as Additional Insureds with respect to CapTel Subcontractor's performance obligations under the Subcontract. CapTel Subcontractor shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

c. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, CapTel Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of Subcontract, for a minimum of 24 months following the later of (i) CapTel Subcontractor's completion of all Services and Customer's acceptance of all Services required under the Subcontract, or (iii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if CapTel Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then CapTel Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under the Subcontract. CapTel Subcontractor shall provide to Contractor, upon Contractor's request, certification of the coverage required under this section 5(F)(c).

d. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation or non-renewal of insurance coverage(s) without thirty (30) days' written notice from CapTel Subcontractor or its insurer(s) to Contractor.

e. CERTIFICATE(S) OF INSURANCE.

CapTel Subcontractor shall provide to Contractor Certificate(s) of Insurance for all required insurance at a time mutually agreed upon by CapTel Subcontractor and Contractor. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). CapTel Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

Contractor shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Contractor shall comply and cause all subcontractors to comply with the following:

A. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be received or relayed by Contractor for purposes directly related to the provision of Services. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

B. Consultation and Testing. If Contractor reasonably believes that Contractor's communications relay systems or data transactions systems, or other application of HIPAA privacy or security compliance policy, may result in a violation of HIPAA requirements, Contractor shall promptly consult with DAS SPO and Agency. Contractor, DAS SPO or Agency may initiate a request for testing of HIPAA transaction requirements, subject to available resources.

7. CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;

B. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), ORS 320.005 to 320.150 (Amusement Device Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf;

E. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract; and

F. Contractor ___ is / ✓ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one). *See* section 2.D.ii.

Contractor (print Contractor's name): Sprint Communications Company, L.P.

Authorized Signature: Rita J. Fistere

By (print name): Rita J. Fistere

Title: Director, Contract Negotiations & Management

Date: July 22, 2010

Contact Person (Type or Print): Dottie Cartrite

Contact Telephone Number: (303) 949-4941

Contact Fax Number: (913) 523-9277

Contact E-Mail Address: Dottie.Cartrite@sprint.com

Approved by
Public Sector Legal
as to legal form

KAC 7-22-10

8. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

State accepts Contractor's offer and awards this Contract to Contractor for Goods and Service described in this Contract.

State of Oregon acting by and through its Department of Administrative Services, State Procurement Office

Authorized Signature: Dianne L. Lancaster

By (print name): Dianne L. LANCASTER

Title: Chief Procurement Officer

Date: 7/26/2010

APPROVED for legal sufficiency by: email from Bill Nessly, July 21, 2010.

DAS SPO's Contact Person: Tim A. Hay
Contact Telephone Number: (503) 378-4650
Fax Number: (503) 373-1626
E-Mail Address: tim.hay@state.or.us
DAS SPO Mailing Address: 1225 Ferry St. SE, U140, Salem, OR 97301

Agency's Contact Person: Jon Cray
Contact Telephone Number: (971) 239-5847
Fax Number: (503) 378-6047
E-Mail Address: jon.cray@state.or.us
Agency Mailing Address: PO Box 2148 Salem, OR 97308-2148

EXHIBIT A
CONTRACT #102-1522-10
PRICE PAGE

102-1522-10 Exhibit A Pricing

Service	Telecommunication Relay Service	Captioned Telephone Relay Service
Conversation Price per minute *excluding* PUC funded Outreach	$ 1.05	$ 1.82
PUC Annual Outreach budget:	Monthly Recurring Charge for Outreach Services	
$50,000	$ 5,542.00	
$100,000	$ 11,083.00	
$125,000	$ 13,854.00	
$150,000	$ 16,625.00	
$175,000	$ 19,936.00	

DAS SPO and Agency makes no guarantee of any volume of minutes.

102-1522-10 Exhibit B

SPRINT RELAY CENTERS AGREEMENT
REGARDING CONFIDENTIAL CUSTOMER INFORMATION

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

_____

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

1. **ALL TELECOMMUNICATIONS RELAY SERVICE CALL RELATED INFORMATION SHALL BE KEPT STRICTLY CONFIDENTIAL.** I will not reveal any information acquired during or observing a relay call. I will only discuss call-related questions or problems with management or Human Resources. I agree to keep confidential all information I learn in my position for the duration of and after my employment with Sprint ends.
2. **NO RECORDS OF CUSTOMER INFORMATION OR CONTENT OF ANY TELECOMMUNICATIONS RELAY SERVICE CALL SHALL BE KEPT BEYOND THE DURATION OF THE CALL, WITH LIMITED EXCEPTIONS FOR AUTHORIZED COMPANY PROCEDURES.** I will not keep a record of any customer information or conversation content beyond the duration of the call except in accordance with company procedures for relaying Speech to Speech calls or for billing and customer profile purposes. I will destroy all such records in my possession immediately upon completion of their authorized use.
3. **NOTHING MAY BE EDITED OR OMITTED FROM THE CONTENT OF THE CONVERSATION OR THE SPIRIT OF THE SPEAKER.** I will transmit exactly what is said in the way that it is intended in the language of the customer's choice.
4. **NOTHING MAY BE ADDED OR INTERJECTED INTO THE CONTENT OF THE CONVERSATION OR THE SPIRIT OF THE SPEAKER.** I will not advise, counsel, or interject personal opinions, even when asked to do so by the customer.
5. **TO ASSURE MAXIMUM CUSTOMER CONTROL, I WILL BE FLEXIBLE IN ADAPTING TO THE CUSTOMER'S NEEDS.**
6. **I WILL STRIVE TO FURTHER MY SKILLS AND KNOWLEDGE THROUGH CONTINUED TRAINING, WORKSHOPS, AND READING OF CURRENT LITERATURE IN THE FIELD.**
7. **ALL SPRINT MATERIALS IN MY POSSESSION PERTAINING TO ANY SPRINT CUSTOMER WILL BE DELIVERED UPON THE TERMINATION OF MY EMPLOYMENT.**

I have read and understand the Sprint Relay Center Agreement Regarding Confidential Customer Information. I agree to comply and understand that failure to do so will lead to company disciplinary action that may result in my termination and/or criminal prosecution. I also understand that ascertaining damages resulting from a breach of this agreement would be difficult. I agree that Sprint shall have the right to an injunction against me, enjoining any such breach without any obligation to post bond. I agree that this will be in addition to and without limiting any other remedies or rights Sprint may have against me.

_____ _____
EMPLOYEE SIGNATURE **DATE**

_____ _____
MANAGER SIGNATURE **DATE**

Revised 2004

EXHIBIT C

CapTel Subcontractor Records

The following are the only records that may be reviewed or copied by authorized State of Oregon personnel. These records are Confidential Information. Contractor and the State agree that these records constitute "information submitted to a public body in confidence" under the Oregon Public Records Law, ORS 192.502(4). To the full extent authorized by the Oregon Public Records Law, ORS 192.410 to 192.505, any disclosure of these records to unauthorized third parties by any such authorized State of Oregon personnel is prohibited. The State shall not be liable to Contractor for the disclosure of Confidential Information when required by law, or pursuant to a court or administrative order, to do so. The State is immune from liability for disclosure of Confidential Information under the circumstances set out in ORS 646.473(3). The State will promptly notify Contractor of any request for disclosure of Confidential Information the State receives so that Contractor and CapTel Subcontractor may act to protect their interests with respect to the Confidential Information.

1. CapTel Subcontractor's customer service records for Oregon Captel users.
2. Call Detail Records (CDRs) that have been supplied to Contractor under CapTel Subcontractor's subcontract with Contractor for Oregon Captel traffic.
3. CapTel Subcontractor's reports on the average monthly speed and accuracy testing scores for CapTel Subcontractor Captel CAs (not including individual detailed scores or any other related documents).
4. Such other records as CapTel Subcontractor and Contractor may mutually agree in writing.

The records that may be reviewed and copied do not include any information that is, in whole or in part, the property of any other CapTel Subcontractor customer including any other state Captel relay program, any other TRS Provider, any non-Oregon Captel user, or any of CapTel Subcontractor's or any of its Affiliates' financial, operational, internal or other information, or any other documents, methods, procedures, technical, confidential, proprietary, or trade secret information, or any other information of any kind unless specifically agreed to in writing by CapTel Subcontractor and Contractor.

Appendix G:

Copies of Complaints Logs

from 2008-2012

Oregon
FCC Complaint Log 2009

Complaint Tracking for OR (06/01/2008-05/31/2009). Total Customer Contacts: 37

Tally	Date of Compl.	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	6/2/2008	Technical - General	6/2/2008	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.
2	07/14/08	The customer stated that an agent hung up on them and did not follow instructions. The complaint was forwarded to the correct center. No follow-up was requested.	07/14/08	There is no agent with this number.
3	07/14/08	The customer, who was very angry and upset, complained that the CA wouldn't stop typing when asked to and wouldn't obey any instructions. This occurred on July 5th, but the customer said she stewed about it until July 10th and then called in the complaint, which was forwarded to the correct center. No follow-up requested.	07/14/08	This agent is no longer employed.
4	07/22/08	An OR Voice customer called to complain that this agent did a poor job with her relay call. The agent typed very slowly throughout the call, asking the caller to repeat and wait several times while she typed. There were long pauses where the agent did not keep her informed by saying, "one moment please," or anything else. The agent's voice was hard to understand as well, as she seemed to mispronounce several words. Apologized for inconvenience. Follow-up was requested.	07/25/08	The agent ID number identified by the customer is not assigned to any employee. Contacted the customer and performed additional research on another ID which also is not assigned to an employee. Offer to try additional research but explained that without a number we are unable to coach a specific operator. The customer understands and also stated that she receives relay calls on a regular basis and that this was the first poor experience. The customer appreciated the follow-up.
5	07/24/08	The customer stated that the operator dialed the number, then hung on them at 7 PM and again at 7:30 PM. Follow-up was requested.	07/24/08	The agent was coached.
6	8/1/2008	Billing - General	8/1/2008	Collected information from customer and took appropriate action with the default carrier.
7	08/11/08	The caller gave the CA a phone number to dial, but the CA dialed the wrong number. When the caller told the CA it was wrong, the CA did not dial correct number. Follow-up was request by phone in the morning.	08/11/08	The agent does not remember any call like this. The agent was coached on proper call handling . An incomplete number was given to call the customer back; therefore unable to follow-up.
8	08/26/08	The customer complained about a disconnect/reconnect issue during calls.	08/26/08	Sent the customer information which explained the difference between a CapTel phone and a traditional phone. Explained why the disconnection/reconnection might be occurring and sent an email with tips to reduce the occurrence of the issue.

9	08/27/08	A voice caller was very upset that the relay agent did not repeat the relay announcement and explanation to him after his employee received the relay call, then handed the phone to him. The caller said to agent, "Can I help you. Excuse me." The customer states that the agent was rude, raised their voice, and hung up without providing an ID number or getting a supervisor to assist. Apologized and explained that agents are trained with strict guidelines, including courtesy and never to be rude. Also explained that the line disconnects automatically after the relay caller hangs up. Let him know I would inform the Relay Program Manager. Customer wants contact via telephone.	08/27/08	Left a message on voice mail for him to call me. No answer and answering machine did not pick up. Will try calling again later. Customer stated that his calls are now working fine. He thanked me for calling to follow-up with him.
10	09/05/08	Oregon VCO user very tired of not being able to receive incoming relay calls because 711 and the toll free number do not work. People calling from out of state have no problem but people in Oregon can't connect to the agent. I apologized and explained that I would let the technicians know. Verified the ORS toll free number, and also suggested that she check with her local phone company. A test call using ORS rang but there was no answer. I entered a Trouble Ticket. The customer will contact the Program Manager.	09/05/08	Left a message on her TTY answering machine to call back. Left another message on her TTY answering machine to call back. Called and left a third message. Customer has not called me back - case is closed.
11	09/09/08	Customer's call was severely garbled. Customer Service apologized and offered to make a customer note to disable turbo code. The customer agreed with that suggestion, but still requested a technician fix the garbling.	09/09/08	The issue was assigned to Customer Service. Will contact the customer for additional details and work with her to resolve the garbling.
12	09/10/08	The customer stated no one using 711 in Oregon is able to reach her. Customer Service apologized for this problem, and when tried to help filling out the 711 sheet. The person asked for a technician to call them back for follow-up.	09/10/08	Customer Service will contact the customer to obtain more information, such as the phone numbers of the persons calling her, so a trouble ticket can be entered.
13	09/16/08	The customer reported that the agent did not follow their instructions. The agent sent the ringing macro two times, which the customer did not want. Apologized to the customer and assured them that the matter will be addressed.	09/18/08	Forwarded to the supervisor for follow-up on following customer instructions. The supervisor coached the agent on following customer instructions. The agent apologized for the inconvenience to the customer.
14	09/19/08	Account Login Failure	09/19/08	The unit’s account activated and it is now operational.
15	10/10/2008	Billing Issue - Calling Card - unable to use	10/10/2008	CapTel Customer Service has determined that this user's calling card provider is routing the call through a VOIP network not compatible with CapTel. As an interim solution, CS mailed a prepaid calling card to customer to provide this consumer time to obtain a different company's calling card.

16	10/27/08	The inbound caller wanted to use a calling card for a long distance call and the agent misunderstood. As a result, the customer was changed toll charges for the call and a supervisor had to assist to get an immediate credit.	10/27/08	The customer was not happy, but the Sprint operator and relay supervisor assured them that the charges would be credited back. The supervisor coached the agent on processing calling card calls and customer was ok with that.
17	11/21/08	The customer complained that captions stop in middle of a call.	11/21/08	The customer shared feedback regarding stoppage of captions during their call. The Customer Service representative apologized for the incident and thanked the customer for the feedback. The customer did not have a specific date, time, or CA number for more specific follow-up, but said that she is now successfully making new calls.
18	12/12/08	A supervisor at an organ bank facility reports that an employee/nurse is unable to connect with the toll free number or 711 to call a client from the office phone. I apologized and explained I would inform relay technicians of the issue. I also referred her to contact her LEC in case the issue is related to their service. A trouble ticket was submitted. The customer wants follow-up contact with a resolution.	12/12/08	Spoke with customer and she stated that all is now working well.
19	12/15/08	An Oregon TTY user states that they are not able to reach a relay operator on the TTY number or the 711 number. This issue has been happening for 3 weeks. When they call in they either get a busy signal or a recording that says to hold. The customer is furious that they are not reaching a relay operator. The Customer Service supervisor spoke to the customer, who would like a follow-up from the program manager.	12/15/08	Emailed Operations 12/18, who responded:: "December 15 was due to the network being extremely busy that day. We had centers whose staffing was affected by a Midwestern blizzard and frigid temperatures, and we experienced slightly higher-than-normal volumes that day. Operations believes that there is no issue with your equipment or service, it was just unfortunate timing." The customer responded on 12/19: "...we are not talking about a one day issue--we're talking about two to three weeks of the same problem, day in and day out. Verizon has checked my lines and there is no problem...I did not have problems yesterday or today but for three weeks I had almost daily problems." Emailed Ops 12/26 for support
				After numerous communications with customer and working with the Operations department on this issue, Operations replied on 1/14/09 that: "...there were two trunk groups into our Kansas City switch had several failures. These trunks were set not to accept calls until the local site technician and the network technicians resolved the trouble on these two circuits." Relay Program Manager communicated this resolution with the customer and they have not complained since then.

20	01/08/09	The customer stated that the agent was very rude and would not leave her message on an answering machine. The complaint was forwarded to a supervisor for coaching on answering machine process and following customer instructions. Follow-up was requested.	01/08/09	There is no agent with this number in the center so the ticket was closed. The Team Leader called customer on 1/9/09 to explain there was no such agent.
21	01/13/09	The caller reported that the new cell phone they purchased at Radio Shack (a prepaid cell phone by ATT) would not work when calling through Relay Oregon. When they tried to place a relay call, they reached an error message saying, "Cannot proceed with outdial, cannot process the call, invalid dial to number". The customer can call Relay Oregon from their regular phone with no problems. The Customer Service representative apologized for the problem and told the customer that a trouble ticket would be entered to investigate the issue. The trouble ticket was entered 1/13/09. Follow-up was requested.	01/13/09	On 1/27 the IT department said: The service for these phones must be activated along with the voice mailbox. The last test call completed to the phone ringing but I did not let it connect due to this being prepaid - I didn't want to use their minutes. It sounded as if it would connect. Updated information: The customer called on 1/27 wanting an update. The phone is for emergencies and they have not been able to use it. A test call to the cell phone reached a recording saying that the voicemail had not been set up, so I called the customer back and let them know to get that set up so a message could be left if the tech needs to place test calls. Relay Program Management spoke with a voice person on 5/11 at 3:00 PM & asked for the customer to let me know if there were still issues. Relay Program Manager called the customer again on 5/15 at 2:10 PM and a voice person, speaking for the customer, said that there have not been problems with relay services.
22	01/24/09	The customer said an agent on a call earlier in the day had dialed out to the wrong number (switched digits). The customer would like a follow-up.	01/24/09	Relay Program Manager called the customer via TTY. After discussing procedures and relay concerns, the customer expressed satisfaction at the resolution.
23	03/20/09	Dialing Issue - Unable to dial regional a 800 number.	03/20/09	Technical Support personnel made an adjustment so that the CapTel user can successfully make captioned calls to the 800 number.
24	03/21/09	The customer stated that a supervisor was mean and rude, then disconnected the caller. Apologized to the caller, who requested follow-up through USPS.	03/21/09	The supervisor stated that the customer was very inappropriate towards the agent. The customer was using profanity and being belligerent at the start of the call. The supervisor asked the customer not to use profanity, but they continued using it directed toward the supervisor. The supervisor then advised the customer that he was going to disconnect the call unless the customer could proceed in a civil manner. The customer continued to curse and the supervisor disconnected call. This complaint was forwarded to the Center Manager for follow-up. Assigned to supervisor.
25	03/21/09	The customer stated the agent dialed the wrong number and that the agent was rude and mean. Apologized to the customer, who requested follow-up through USPS.	03/21/09	The complaint was forwarded to the agent's supervisor for coaching on proper phone etiquette and dialing the correct number. The supervisor will follow-up with the customer. The agent is no longer working for relay.

26	04/06/09	Technical - General	04/06/09	The customer shared feedback regarding the absence of captions and provided specific call data. The Customer Service Representative apologized for the incident and thanked the customer for the feedback. Call detail was shared with Call Center management, who determined that a technical issue at the CA workstation caused captions to not be provided.
27	04/28/09	Technical - General	04/28/09	The customer experienced an error code message saying, "Your long distance call has been temporarily discontinued - Please call customer service for assistance when trying to dial a local or long distance call through the Captioning Service." An interim adjustment was made to change the routing of calls by technical support staff. A code correction was completed by the network vendor, permanently resolving the matter. The customer can now make successful calls.
28	5/26/2009	Accuracy of captions	5/26/2009	Customer shared generalized feedback regarding accuracy of captions. CS Rep apologized for incidence and thanked customer for bringing their experience to our attention. CS suggested customer document the date, time and CA# of any future calls to allow us to take specific action with the CA captioning the call.
29	06/02/08	Technical - General	06/02/08	A long distance network problem was identified, where calls were routed through an incompatible network using VOIP lines, causing data connection difficulties. The problem was resolved by technical support staff by routing calls through an alternate network. Confirmed with the customer that this remedied the circumstance.
30	8/1/2008	Billing - General	8/1/2008	Collected information from customer and took appropriate action with the default carrier.
31	8/26/2008	Disconnect/Reconnect during calls	8/26/2008	Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.
32	10/10/2008	Billing Issue - Calling Card - unable to use	10/10/2008	CapTel Customer Service has determined that this user's calling card provider is routing the call through a VOIP network not compatible with CapTel. As an interim solution, CS mailed a prepaid calling card to customer to provide this consumer time to obtain a different company's calling card.

33	11/21/2008	Captions - stop in middle of call	11/21/2008	Customer shared feedback regarding stoppage of captions during their call. CS Rep apologized for incidence and thanked customer for the feedback. Customer did not have a specific date, time, or CA # for more specific follow up, but notes she is now successfully making new calls.
34	3/20/2009	Dialing Issue - Unable to dial regional 800 numb	3/20/2009	Technical Support made adjustment so that CapTel user can successfully make captioned call to 800 number.
35	4/6/2009	Technical - General	4/6/2009	Customer shared feedback regarding absence of captions, and provided specific call data. CS Rep apologized for incidence and thanked customer for the feedback. Call detail was shared with Call Center management, who determined that technical issue at CA workstation caused captions to not be provided.
36	4/28/2009	Technical - General	4/28/2009	Customer experienced an error code message, "Your long distance call has been temporarily discontinued - Please call customer service for assistance" when trying to dial a local or long distance call through the Captioning Service. An interim adjustment was made to change routing of calls by technical support. A code correction was completed by the network vendor permanently resolving the matter. Customer now making successful calls.
37	5/26/2009	Accuracy of captions	5/26/2009	Customer shared generalized feedback regarding accuracy of captions. CS Rep apologized for incidence and thanked customer for bringing their experience to our attention. CS suggested customer document the date, time and CA# of any future calls to allow us to take specific action with the CA captioning the call.

Date Generated: Fri, May. 15th, 2009 @ 02:35:49 PM CT

Oregon FCC Complaint Log
2009 - 2010

Complaint Tracking for OR (06/01/2009-05/31/2010). Total Customer Contacts: 34

Tally	Date of Compl.	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/10/09	A Doctor's office in Portland, Oregon, reports the Communication Assistant was not relaying verbatim at 4:30 PM on 6-10-09. The nurse explained that her patient was confused, and she suspects it was because the Communication Assistant took liberty on the call. One word answers should have been 2-3 key strokes, but that wasn't the case. The nurse also reports the Communication Assistant was inattentive. An example of that would be that she had to repeat date and time 3 times. The Customer Service Representative apologized and no follow up was requested.	06/17/09	The Communication Assistant assured the supervisor that the voice message was typed verbatim. The Communication Assistant reported that the inbound caller was using ASL and repeated the same question to the voice party over and over again. In addition they did not always respond to the voice party's message. The Communication Assistant believes this may have been what led the outbound voice to think the Relay Operator had not typed the message to the caller. The voice party became frustrated and accused the Communication Assistant of not typing everything. The Communication Assistant followed procedure with maintaining transparency.
2	06/16/09	A customer complained that "The Relay Operator interrupted me when trying to dial." The Customer Service Representative apologized to the customer and assured them this information would be forwarded to the appropriate supervisor. The customer has requested a follow-up.	06/16/09	The Customer Service Representative called the customer for further explanation. The customer said CA 3115 interrupted her by dialing the number while customer was still typing. The customer did not like the interruption and does not like CA 3115. The customer hangs up on CA 3115 and prefers to have a male Relay Operator. The Customer Service Representative thanked the customer for the information and CA 3115 understands to dial once the GA is given.
3	07/14/09	ON 7/12/09 A TTY caller said that the Communication Assistant hung up on the caller after repeatedly sending number calling to macro. The call date per customer: 7/7/09 time 2:58 pm. The customer would like a follow-up phone call.	07/22/09	This Communication Assistant was not working on 7/7/09. The supervisor called the customer to let them know that and the customer thanked the supervisor for calling them back.
4	07/20/09	Accuracy of captions	07/20/09	The customer shared feedback regarding the appreciation for the technology but noted that the voice recognition is not quite perfected yet. The customer expressed desire for a higher level of voice recognition accuracy. Their feedback as received was passed on to Call Center Management. The Customer Service Representative thanked the customer for sharing their feedback with us.
5	07/23/09	Account Login Failure	07/23/09	The unit's account is now activated and operational.
6	08/20/09	Disconnect/Reconnect during calls	08/20/09	The Customer Service Management sent the customer information explaining the difference between a CapTel and a traditional phone. They explained to the customer why disconnect/reconnect might be occurring and sent them email with tips to reduce their occurrence.
7	09/28/09	Accuracy of captions	09/29/09	The customer shared feedback regarding the accuracy of the captions. The Customer Service Representative sent a letter detailing how captions are generated and thanked the customer for bringing their experience to our attention. The Customer Service Representative suggested if the customer is willing they can document the date time and CA# of any future calls to allow us to take specific action with the Communication Assistant captioning the call.
8	10/01/09	An OR TTY user says the Communication Assistant misdialed twice, long distance, when the call should have been local. The Customer Service Representative apologized for inconvenience and follow-up was requested.	10/01/09	The team leader met with the Communication Assistant on 10/15/09 and coached the Communication Assistant on making sure to pay attention to the number entered in the dial window and to double check the number while the dialing out. The team leader also sent a follow-up letter apologizing to the customer on 19th OCT 2009.

9	10/29/09	A Verizon technician reports that across the Oregon network, callers to the voice OR relay service number get TTY tones, and it takes one and a half to two minutes to reach a voice operator. The Customer Service Representative apologized for the inconvenience and follow-up was requested.	10/29/09	A technician made a call and dropped in voice on 800 xxx-xxxx. The checked the customer Branding on 503-xxx-xxxx and it shows voice. They also pulled all customer data records on 503-xxx-xxxx and there is only 1 customer data record for this number placed today and the call was answered voice. The technician also placed a call using the customer's ANI (billing number of the person making the phone call) and it was answered voice. The customer might have hit the delay recorder which occurs when all Communication Assistants are busy and does give voice and TTY tones while on hold. But otherwise the call shows answered voice and the ANI is branded voice. There is no direct POTS number. This seems to happen with this government block of numbers. The Relay Program Manager called the customer. They were put on hold a couple of times while coworkers tried to locate the customer. The Relay Program Manager called a different number and was able to speak with the customer. The customer said that they have not had Relay problems since then and appreciated the follow up.
10	11/16/09	The OR TTY complained that the Communication Service Representatives do not give them the opportunity to make additional calls after a caller hangs up, by sending GA or SK. Instead the Communication Assistant says, "Person hung up, thank you, SKSK". The Customer Service Representative apologized and explained that they will be sure to inform each Communication Assistant's supervisor to address the problem. The customer does want contact from supervisor or program manager.	11/16/09	Neither of the Communication Assistants remember the call. However, both have been coached on disconnect procedure and allowing the inbound to make as many calls as they desire. The Relay Program Manager called the customer three different times on a Wednesday and Thursday per request. No answer or answering machine message.
11	11/18/09	Answering machine message retrieval	11/18/09	The customer shared feedback regarding the accuracy of captions on the answering machine's messages. The Customer Service Representative apologized to the customer for the incidence. The Customer Service Representative advised the customer to document the date time and CA# of problematic calls so that Customer Service may forward it to the Call Center for quality control. They also advised the customer to record a customized message on their answering machine announcement asking their callers to speak slowly and clearly to optimize audibility of the message for captionists. In addition, the Customer Service Representative advised the customer that she may place multiple outbound captioned calls to access answering machine message more than once so as to optimize the quality of the captioned messages.
12	11/23/09	The customer asked the Communication Assistant to dial 476-3157. Instead the Communication Assistant typed 541-467-3157, so the customer hung up.	11/23/09	The customer hung up before the Communication Assistant could indicate the corrected number.
13	12/03/09	A TTY customer stated a Communication Assistant miss dialed and ended up dialing a long distance number instead of the local number given by the customer. The Customer Service Representative apologized to the customer and per customer requested, added a note to customer's note with the statement that she does not dial long distance numbers. No follow up is needed.	12/03/09	The Communication Assistant has been coached on following the customer's instructions and reading the calling to box to addition to the customer instructions.
14	12/05/09	The customer was frustrated because the Communication Assistants are dialing long distance calls when their notes specifically state not to. The Customer Service Representative apologized and assured the customer that information would be forwarded to the appropriate person. No follow up was requested.	12/07/09	This Communication Assistant was not scheduled to work on the day of the incidence.
15	12/05/09	The customer was frustrated that Communication Assistant dialed a long distance number when the customer notes specifically request not to. The customer does not want to be billed for relay errors. The Customer Service Representative apologized to customer and assured them the information would be forwarded to appropriate person. No follow up was requested.	12/07/09	The Communication Assistant has been coached on following the customer's instructions.

16	12/05/09	A Communication Assistant called a long distance number when the customer notes state not to dial any long distance calls from her number. The Customer Service Representative apologized for the inconvenience and will forward the information to the appropriate person. No follow up was requested.	12/07/09	The Communication Assistant did not remember the call or surrounding circumstance. She said that she normally follows customer notes so can't imagine how/why that would've happened. The Communication Assistant was coached and is aware of the importance of focusing on all customer notes.
17	01/19/10	An Oregon TTY customer is unable to receive incoming calls. The Customer Service Representative apologized for inconvenience and follow-up was requested.	01/19/10	The Customer Service Representative called the customer via TTY and there was no answer. They then sent an email to the Operations department for follow up. The Operations department then called customer via TTY again and there was no answer. The Operations department thinks that the customer called into the Albuquerque call center, yet it closed in 2/2010. Attempts to reach the customer have been unsuccessful and customer has not called Customer Service to complain about this problem again.
18	01/26/10	Relay Operator dialed the wrong number.	01/26/10	The Communication Assistant remembered the call and said she dialed out and then noticed in the notes that they had a carrier of choice. She hung up the outbound before any one answered and went to redial using the correct carrier of choice. While the phone was ringing a second time the Inbound TTY hung up. The Communication Assistant was coached on focusing on the notes and to be sure to keep the customer informed about what's happening on the call.
19	01/26/10	The Communication Assistant dialed the wrong number. They transposed the area code numbers which made it a long distance call. The customer notes indicate not to dial any long distance numbers. The Customer Service Representative apologized and let the customer know that third information would be passed on to the appropriate person. The customer would like a follow up phone call.	01/29/10	The team leader met with the Communication Assistant to go over the importance of dialing the exact number that is provided by the customer. They also discussed making sure to follow all of the customer notes and the Communication Assistant understands. The team leader attempted to contact the customer and finally made contact on 2-8-10 at 6:12 pm.
20	01/28/10	The Communication Assistant dialed the wrong number and thus making it a long distance call. The customer's notes indicate not to dial long distance numbers. The Customer Service Representative apologized to the customer for the inconvenience and the customer would like a follow up call.	01/29/10	The Communication Assistant dialed out and then noticed in the notes that they had a carrier of choice. She hung up the outbound before any one answered and went to redial this time using the correct carrier of choice. At this time while the phone was ringing a second time the Inbound TTY hung up. The Communication Assistant was coached to focus on the customer notes and keeping the customer informed. The supervisor did a follow up call on 2/1/10.
21	01/28/10	The customer was upset with this Communication Assistant because they did not wait for the GA before typing. The customer stated that she did not get a chance to type because she was interrupted. The Customer Service Representative apologized to the customer for the inconvenience that this may have caused and assured her that this experience will be forwarded to Communication Assistant's direct supervisor for a follow up. The customer would like a follow up via phone.	01/28/10	The Communication Assistant was coached on not interrupting the caller when they are typing and waiting for the GA. The Communication Assistant said they don't remember the call, but that they apologize for the incident that happened. The customer was followed up with on 2-6-10 @ 1:10pm.
22	01/28/10	The Communication Assistant interrupted the customer while the customer was giving number to dial. The Customer Service Representative apologized for the inconvenience and the customer would like a follow up call.	01/29/10	The Communication Assistant was coached on not interrupting the caller when they are typing and waiting for the GA. The Communication Assistant said they don't remember the call, but that they apologize for the incident that happened. The customer was followed up with on 2-6-10 @ 1:10pm.
23	01/28/10	The Communication Assistant dialed incorrectly and thus making the call long distance. The customer's notes indicate not to dial long distance numbers. The Customer Service Representative apologized for the inconvenience and the customer would like a follow up call.	01/29/10	The team leader met with the Communication Assistant to go over importance of dialing the exact number that is provided by the customer. They also discussed making sure to follow all of the customer notes and the Communication Assistant understands. The team leader attempted contact with customer and got a hold of them on third attempt, contact was made on 2-8-10 at 6:12 pm.

24	02/10/10	The customer was giving the toll free number and PIN to the Communication Assistant when they interrupted them so customer hung up, very upset. The Customer Service Representative apologized to the customer and said that the information would be passed on to appropriate person. The customer would like a follow up call.	02/10/10	The Communication Assistant didn't remember the call but her supervisor coached her on not interrupting the customer and always waiting for the GA. The customer was called back on 2/16/10 at 5:40p and was satisfied with the outcome and happy we followed up with them.
25	03/11/10	The customer gave a CA number to dial which is a long distance number. In the customer notes, it states 'No Long Distance Calls' from this number per customer request.	03/11/10	The team leader met with the Communication Assistant on 3/15. The Communication Assistant previously knew that the only way to know if it is Long Distance was to dial out and before could hang up the outbound call and then advise the caller, however, the inbound hung up. The team leader coached the Communication Assistant to look at the DIALING window because it shows up if it is a long distance or local call. The team leader attempted to call the customer on 3/15 at 12:53 and there was no answer, on 3/16 at 13:00 there was again no answer, on 3/17 a voice was finally reached that said it was the wrong number.
26	03/15/10	This Communication Assistant was very rude over the phone. They were very cut and dry. The Customer Service Representative apologized and thanked the customer for the feedback. No follow up was requested.	03/19/10	The Communication Assistant states that she was doing her job and not meaning to come off as rude. She was coached on being less abrasive while with a customer and the supervisor discussed using alternate phrases that are more customer friendly.
27	03/24/10	Dial Tone - Not heard	03/24/10	Customer reported no dial tone. CSR advised customer to perform a physical reset. This resolved the customer's experience.
28	04/11/10	The customer said that the Communication Assistant kept interrupting them while they were typing. The customer would like a follow-up call via TTY.	04/11/10	The team leader met with the Communication Assistant to go over properly handling interruptions as well as making sure they do not attempt to type over a TTY user. The Communication Assistant understands to watch the screen and stop typing should the TTY user begin typing and how to properly handle interruptions for all call types. Relay Operator understands and the customer follow up was requested and completed on 4-24-10 at 4:08 pm (CST).
29	04/12/10	Dial Tone - Not heard	04/12/10	The customer reported that their CapTel phone did not have a dial tone but all the buttons were lit. The Customer Service Representative advised a physical reset which resolved customer's issue.
30	04/13/10	Dial Tone - Not heard	04/13/10	The customer's son reported that there is no dial tone on the CapTel phone. The Customer Service Representative advised the customer to contact telephone company to replace faulty wall jack identified during troubleshooting.
31	05/05/10	Dial Tone - Not heard	05/05/10	The customer reported that there was no dial tone on any phone even with the CapTel unplugged. The Customer Service Representative advised the customer to contact the phone company to ensure a functional line. It has been confirmed that the customer is now able to use the CapTel.
32	05/10/10	An OR TTY customer has not been able to reach 711 via her home or cell phone since May 6th. The Customer Service Representative apologized for inconvenience and follow-up was requested.	05/10/10	The technician has been trying to get a hold of customer to obtain additional information on how to work together on this issue. The technician considered this issue closed since the customer has not called back. From RPM on 5/27/2010: The customer has not filed another complaint and since the customer was able to call Relay before 5/6/2010, it has been assumed that the problem has gone away.

33	05/11/10	The Communication Assistant dialed a long distance number when the customer gave a local number to call. The customer notes say to not call long distance calls on this line. The Customer Service Representative thanked the customer and the customer would like a follow up call at 11 a.m.	05/11/10	The Customer Service Representative met with the Communication Assistant. The Communication Assistant does not remember any calls in which the customer was dissatisfied with a call going out as long distance that should have be local. The Communication Assistant is not able to determine if call is long distance or local since it is done by the computer. The Communication Assistant was not aware of dialing an incorrect number and was not told by any customers that this happened. It was very difficult to follow up with Communication Assistant as there as no specific information regarding time of call, date of call, where calling to, etc. There is a question of legitimacy regarding the complaint. The Relay Program Manager spoke with customer via TTY and the customer said she called OTRS by dialing 711 on 6/3, 6/6, and 6/7. The customer wants only local calls to be dialed out; not long-distance. The Relay Program Manager told customer them that our Customer Service will be notified of this note in their customer profile. The Relay Program Manager emailed Customer Service on 6/9 to have this note branded.
34	05/28/10	The Communication Assistant did not give the customer the complete sentence the customer's mother had voiced. The customer says the Communication Assistant was playing games and refused to repeat the full sentence because of garbling. The Communication Assistant would not cooperate in relaying everything because of garbling. The Customer Service Representative apologized to the customer and informed the customer that this would be reviewed with the Communication Assistant. The customer would like a follow up call.	05/28/10	The team leader met with the Communication Assistant. The Communication Assistant followed procedure when they TTY caller wanted the Communication Assistant to be in conversation with his mother. The Communication Assistant typed and read verbatim. The had the assist flag up when the TTY caller hung up. The Communication Assistant was coached to have a trouble ticket done for garble issues. The team leader called the customer at 1700 and 1715 EST on 28 May 2010. The Relay Program Manager called the customer via TTY on 6/9/2010 and did not receive an answer or answering machine. Since this was the third attempt at contacting the customer, this case is considered closed.

Date Generated: Wed, Jun. 9th, 2010 @ 05:44:31 PM CT

Oregon
FCC 2010 - 2011
Complaint Log

Complaint Tracking for OR (06/01/2010-5/31/2011). Total Customer Contacts: 27

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/01/10	The Communication Assistant processed a long distance call without following the notes in the customer profile, which state that no long distance calls are to be processed. The Customer Service Representative apologized and said the issue would be forwarded to the appropriate person. The customer would like a follow-up call.	06/01/10	The Communications Assistant did not recall this incident, however, they emphasized that they were pretty good at following notes in the customer's profile. Regardless, the Communication Assistant understood the importance of following the customer's instructions/customer's notes. A follow-up phone call was made at 8:27pm on 6/01/2010. During the conversation, a suggestion was made to the Voice Carry-Over user about the option of having long-distance calls blocked in the system, that we could honor that request. (The customer had mentioned that she does not place paid long-distance calls.) The customer declined the offer to add the block.
2	06/01/10	The Communication Assistant processed a long distance call without following the notes in the customer profile, which state that no long distance calls are to be processed. The Customer Service Representative apologized and said the issue would be forwarded to the appropriate person. The customer would like a follow-up call.	06/01/10	The supervisor met with the Communication Assistant who acknowledged the importance of following customer notes. A follow-up attempt was made at 10:48am and there was no answer. A second follow-up attempt was made at 11:40am and the issue was discussed with the customer.
3	06/07/10	Dialing Issue - Unable to dial regional 800 number	06/07/10	The customer reported that when they dial a specific toll-free number, it connects to a different phone number. Research showed the toll-free number was connected and did change. Technical support made an adjustment in the system to reflect the new number. The customer confirmed that the connection to the toll-free number is now successful.
4	06/20/10	The customer said that the Communication Assistant transposed the last four digits of the number they wanted to call, then hung up on the inbound. The complaint was received on 6/20/2010 and the time of call with the Communication Assistant would have been approximately 3:50 p.m. The customer was thanked for the feedback. They would like a follow-up call.	06/21/10	Discussed this with the Communication Assistant who was able to demonstrate procedure protocol in a situation such as this. Follow-up attempted on 6/24/2010 at 8:32am and there was no answer. Attempted, again, at 10:32am on 6/25/2010 and at 10:40am on 6/25/2010, as well, with no answer.
5	06/26/10	Call placed 6/26/2010 at 5:25pm and TTY customer stated Communication Assistant would not dial the number. The customer stated they refused to give the Communication Assistant the number more than once, but Communication Assistant kept asking for the number and would not dial out. This is all the information the customer would provide. The Customer Service Representative apologized and told him this would be referred to a supervisor for follow-up. The customer requested a follow-up call in July between 10:00-10:30am.	06/27/10	This Communication Assistant was not scheduled and did not work at the time of the call listed in the contact. Unable to follow-up.
6	07/26/10	Dialing Issue - New local prefix not in database.	07/26/10	Customer's daughter reported the inability to dial out. After further investigation, we determined the customer's area code/dialing prefix combination was not recognized in the system as a valid number. Tech support added the new area code/prefix combination to the system database allowing the customer to successfully complete a captioned call through the CapTel Service. Issue resolved.
7	08/10/10	Customer Complaint: Customer emailed OR PUC, who then referred her to the Sprint program manager regarding difficulty placing work related conference calls using Hearing Carry-Over. 1) Unable to get a Communication Assistant in a timely manner to start the conference call. Calls placed five minutes prior to scheduled conference time are often times unsuccessful. 2) When she does get through, sometimes she gets SK when she starts to send the number to call. 3) Successfully got through once and got the Communications Assistant on the conference call, but part way through the Communications Assistant said messages were garbled. Customer Service Response: Advised program manager that additional details are needed to enter a trouble ticket, such as date and Communications Assistant ID numbers. Customer requested follow-up.	08/10/10	Results: 1) Marketing and Development manager followed up with customer and customer said that she will contact the manager after her vacation to conduct test calls with the Customer Service team. 2) Customer contacted Marketing and Development manager on 9/24/2010 to set up a test call date. Relay Program Manager notified the Customer Service team to be prepared and confirmed date with the customer. 3) Relay Program Manager followed up with customer via email on 11/5/2010 for a status update. To date, have not received a response from the customer nor has the Customer Service team received any further complaints.
8	08/22/10	The TTY user stated that voice people were having difficulties contacting relay, via the voice 800 number, for Oregon. The TTY user stated she had watched two different people try to contact relay and all they heard were TTY tones, instead of connecting to an operator on the voice line. Customer wanted to speak to a supervisor right away. The supervisor apologized for the inconvenience and said they would write up a trouble ticket for the technician to investigate further into this problem. Customer requested follow-up via email from the account manager for the state of Oregon.	08/22/10	From tech on 8/23/2010: Verified all production switches and VDN's are configured correctly for Oregon Voice number. Verified branding in database for calling from and to numbers. Placed 10 test calls, all of which were answered correctly by voice every time. Unable to duplicate issue. Relay Program Manager emailed the customer, per the customer's request, and explained the tech's findings. No response has been received from the customer since the email was sent.
9	08/23/10	"I gave the agent a number to dial and the agent dialed the wrong number. She dialed the wrong number five times, so I finally gave up. Please mail a letter instead of calling, regarding what the resolution is."	08/23/10	The Team Leader met with the Communications Assistant. The Communications Assistant apologized again for the mistake which was two numbers transposed on the dial out. The Communication Assistant was coached to be careful about entering numbers correctly for the dial out. The Team Leader sent a follow-up letter per the customer's request.
10	10/29/10	Unable to make captioned calls	10/29/10	The customer reported the need to "wait for an operator" when attempting to make a captioned call. The Customer Service Representative apologized for this experience and noted there was a technical difficulty at the Call Center that caused calls not to ring through to waiting captionists. An equipment vendor corrected the matter. The Customer Service Representative confirmed the customer is now able to make their captioned call successfully without delay.
11	12/20/10	Technical - General	12/21/10	The customer reported incoming callers hear a message stating "Please hold for the next available operator". The Customer Service Representative apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. The Customer Service Representative confirmed the customer is now able to receive captioned calls successfully without delay.
12	12/21/10	The customer requests "no background noises" in notes. Even after being asked five times not to put in background noises, the Communications Assistant continued including them. The Customer Service Representative apologized to the customer and thanked them for the feedback. Supervisor will follow-up with the Communication Assistant and send a follow-up letter to the customer as requested.	12/27/10	The supervisor met with the Communications Assistant. The Communications Assistant remembered the call and said she explained at the time of call that she was not typing background noises. The Communications Assistant admitted she did use voice tones several times. the Communications Assistant was coached to get a supervisor if she has a customer request, more than once, not to type background noises and she feels she is not. A supervisor can then advise at the time of the call and prevent a complaint. Supervisor sent a follow-up contact letter, per customer request, on 12/29/2010.
13	12/21/10	Customer service is not answering phones. The customer is wondering why it is not possible to reach customer service. The customer requests a follow-up letter. The Customer Service Representative apologized for the inconvenience and commited to pass the feedback on to the appropriate department.	12/27/10	Investigated delay in answer time and found that Customer Service was staffed during this time, but representatives may have been helping other callers. Sent customer a letter of apology and explanation, as requested.
14	01/03/11	Technical - General	01/03/11	The customer reported that, on 12/20/2010, she was unable to make captioned calls and reached a busy signal when dialing to CapTel Customer Service. The Customer Service Representative apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five-hour interval. An external equipment vendor corrected the matter. The Customer Service Representative confirmed that the customer is now able to make their captioned call successfully without delay.

15	02/02/11	Service - General	02/02/11	The customer reported experiencing a longer than normal wait for a captionist. The Customer Service Representative advised the customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are now able to make and receive calls in a timely manner.
16	02/02/11	Service - General	02/02/11	The customer reported display showed "Caption Service is Ringing" when trying to place calls. The Customer Service Representative advised the customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are now able to make and receive calls in a timely manner.
17	02/02/11	Service - General	02/02/11	The customer's daughter reported seeing "Caption Service is Ringing" when trying to place calls. The Customer Service Representative advised the customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are now able to make and receive calls in a timely manner.
18	02/02/11	Service - General	02/02/11	The customer emailed that she experienced a longer than normal wait for a captionist. The Customer Service Representative advised the customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are now able to make and receive calls in a timely manner.
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21	02/02/11	Service – General	02/03/11	Customer reported seeing “Waiting for CapTel operator” when trying to place calls. Customer Service Representative advised customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning, declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down, in both cities and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. Customer Service Representative confirmed with customer they are able to make and receive calls, in a timely manner.
22	02/03/11	Service - General	12/30/99	The customer reported seeing "Captioning Service is Ringing" when trying to place calls. The Customer Service Representative advised the customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are now able to make and receive calls in a timely manner.

23	02/03/11	Service - General	02/03/11	The customer reported being unable to make captioned calls on 2/2/2011. The Customer Service Representative advised the customer that, on 2/2/2011, CapTel's staffing was affected by blizzard conditions. The Customer Service Representative apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under both a “state of emergency” and a “civil danger” warning declared by Wisconsin Governor Scott Walker. Even though bus and taxi services were shut down in both cities and many roads were impassable, the Milwaukee and Madison centers both remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/2011. Staffing capacity was restored. The Customer Service Representative confirmed with the customer that they are now able to make and receive calls in a timely manner.
24	02/17/11	An Oregon Voice caller dialed Customer Service and complained that relay has way too many numbers. It's confusing for deaf and hearing. She dialed 711, plus the user's number and got nothing. "There should be one number to use for all states. Whoever runs this needs to take care of it and what's Sprint got to do with it!" The Customer Service Representative apologized and explained to her that she can just dial 711 first, then give the Communication Assistant the number she needs to call. The Customer Service Representative also let her know that 711 is a national number available in all states. The Customer Service Representative also clarified that Sprint provides relay service for Oregon and provided toll-free numbers for Oregon Voice and TTY, explaining the different call type responses. The Customer Service Representative offered to transfer her but the customer ended the call. The customer requested a follow-up.	02/17/11	The customer prefers contact by email. The Relay Program Manager emailed the customer and provided two links: one to the OTRS 711 one-page flyer, via its webpage, and a link to the main OTRS homepage.
25	03/15/11	The customer was frustrated and upset with the Communication Assistant because they had to keep repeating dial, dial, dial. The customer would like a follow-up contact.	03/15/11	The supervisor met with Communication Assistant. She remembered the call because the number was garbled and when she asked to verify the number customer typed back dial, dial, dial. The supervisor coached the Communications Assistant to always get a supervisor's assistance if a customer is upset. The supervisor mailed a follow-up contact on 3/15/2011.
26	04/11/11	Accuracy of captions	04/11/11	The customer reported that a specific captionist had words omitted on one of her calls. The Customer Service Representative apologized for incidence and thanked the customer for the feedback. Call detail was shared, with the Call Center management for follow up with the Communications Assistant by the Communications Assistant's supervisor. As no technical difficulty was discovered, the Communications Assistant's supervisor has increased monitoring of the Communications Assistant to ensure proper captioning.
27	05/27/11	Technical - General	05/31/11	The customer reported a specific call where they were not receiving captions from the captionist. The Customer Service Representative investigated and learned that the Communications Assistant had technical difficulty at their workstation. The Customer Service Representative shared this detail with the customer, apologized and confirmed that corrective action was taken to remedy the circumstance.

Oregon
John A. Kitzhaber, MD, Governor

Public Utility Commission
Residential Service Protection Fund
Telephone Assistance Programs
550 Capitol St NE Ste 215
PO Box 2148
Salem OR 97308-2148
1-800-848-4442
TTY: 1-800-648-3458
Fax: 1-877-567-1977
Web: www.rspf.org
Email: puc.rspf@state.or.us

June 22, 2012

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street SW, Rm. TW-A325
Washington, DC 20554

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

Dear Ms. Dortch,

The State of Oregon has enclosed materials to address the Federal Communications Commission (FCC) mandate that an annual log of all consumer complaints that allege a violation of the federal minimum standards for Telecommunications Relay Services be filed with the FCC.

- Enclosed is the annual Complaint Log which includes complaints received between June 1, 2011 and May 31, 2012 with the date of complaint, the nature of the complaint, the date of its resolution and an explanation of the resolution.

If you have any questions or concerns, please contact me at 503-373-1400 or via e-mail at jon.cray@state.or.us.

Respectfully,

Jon Cray

Jon Cray, Residential Service Protection Fund Program Manager

Cc: Michael Dougherty, Public Utility Commission Interim Executive Director
David Poston, Public Utility Commission Central Services Division Administrator
Damara Paris, Sprint Relay Program Manager

Enc: Complaint Log
Sprint Letter

Complaint Tracking for Oregon Telecommunications Relay Service (OTRS) 06/01/2011-05/31/2012. Total Customer Contacts: 8

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/30/11	CapTel customer reported inaccurate captions on calls and provided an example of a name that was displayed incorrectly.	06/30/11	Customer Service Representative (CSR) explained that because captions are produced using voice-recognition technology software by a live person, there is the chance that a similar sounding word might appear incorrectly in a conversation. CSR further explained that a correction of the term should follow in brackets and suggested customer document the date, time, and the Relay Operator Number (RO #) of any future calls that show an error so the customer service department can take specific action with the RO captioning the call.
2	09/14/11	Customer reported that they had problems connecting to Oregon Telecommunications Relay Service (OTRS) with their Magic Jack service when dialing 711.	09/15/11	Initially, the customer could hear during the call to relay, but with difficulty. CSR suggested using the direct TTY and voice relay numbers and customer was able to hear over the phone after test calls.
3	09/14/11	Customer reported that they had a problem connecting to OTRS with their Comcast phone service when dialing 711.	9/19/2011	Comcast unblocked the number in their system and technical support's repeated attempts to contact the customer for test calls were unsuccessful.
4	09/17/11	TTY customer reported that in the past week when a RO dials an outbound number, it takes a long time to ring and often the RO has to redial several times for a ring.	09/23/11	Technical support's repeated attempts to contact the customer for the name of their Local Exchange Carrier and subsequent test calls were unsuccessful.
5	10/11/11	TTY customer reported that the RO did not follow instructions. The customer states that she was transferred to several people and no one assisted her because RO did not forward her call to Customer Service as she requested. The customer asked that the RO to be trained on how to make a relay call correctly.	10/11/11	The RO stated that they transferred the caller to the customer service department as instructed. The customer service department erroneously transferred the caller to another department before that other department transferred the customer back to the customer service department. The RO complied with the customer's instructions.
6	10/11/11	TTY customer reported that when dialing an outbound local number, the RO stated that the call could not be completed because "service has been suspended".	10/11/11	Repeated attempts to contact the customer to inform them that the recording was likely from their Local Exchange Carrier and to contact them for a phone line test were unsuccessful.
7	11/14/11	Spanish-speaking Hearing Carry Over customer reported that they could not place calls to two different cell phone numbers through the OTRS Spanish Relay number. The customer states that they hear a recorded message regarding a "roaming violation".	11/22/11	Technical support's repeated attempts to call the customer for test calls were unsucessful.
8	04/18/12	TTY customer states that the RO did not read or inform the customer that they were reading the notes in their Frequently Dialed (FD) contact list. The customer states that this agent only typed "Hello, GA" when calling a specific person on their FD list instead of informing them of a "specific person on the line" and did not type the gender of the person who answered the phone.	04/18/12	The RO did not notify the inbound caller that they were reading the notes. The RO asked the answering party for the person customer requested to speak with, but did not type it to the caller. RO believes she informed the customer of the answering party's gender. CSR left message notifying customer that procedures were reviewed with the RO.

Sprint Relay

June 20, 2012

Jonathan Cray
RSFP Manager Central Services
PUC of Oregon
550 Capital St. NE Ste 215
Salem, OR 97301

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

Dear Mr. Cray,

Sprint has provided you the following information to support your filing with the FCC for the State of Oregon:

- An annual Complaint Log which includes complaints received between June 1, 2011 and May 31, 2012 with the date of complaint, the nature of the complaint, the date of its resolution, and an explanation of the resolution.

As mandated by the Federal Communications Commission (FCC), Sprint has maintained a log of all consumer complaints that allege a violation of the federal minimum standards for Telecommunications Relay Services and is providing you with a summary to file with the FCC. You must reference to the **CG Docket 03-123** in the subject line, as done above.

In its Public Notice, the FCC requests information concerning the total number of interstate relay calls by type. This information is not currently required by the Rules, and the FCC cannot impose additional reporting requirements absent a rulemaking and absent approval from the Office of Management and Budget. In fact, the staff has informed Sprint that the provision of call volume data will be voluntary. Thus, you are not required to provide the number of relay calls with your reports and your submission will be considered to be in compliance with the Rules without such information.

Sprint has decided to provide information to the FCC concerning the number of interstate calls. However, Sprint will do so under seal since call volume information is proprietary and confidential. Sprint believes that the more relevant number for comparison with the total number of complaints is the total number of outbound calls.

State Complaint Log Summary filings must reference CG Docket No. 03-123. Submissions may be filed in one of two ways: (1) by using the Commission's Electronic Comment Filing System (ECFS), or (2) by filing paper copies.

- Electronic Filers: Submissions may be filed electronically using the Internet by accessing the ECFS: http://apps.fcc.gov/ecfs//. Filers should follow the instructions provided on the website for submitting comments.

Sprint Relay

- Paper Filers: Parties who choose to file by paper must file an original and four copies of each filing.

  Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission.

All hand-delivered or messenger-delivered paper filings for the Commission's Secretary must be delivered to FCC Headquarters at 445 12th St., SW, Room TW-A325, Washington, DC 20554. The filing hours are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building.

- Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743.

- U.S. Postal Service first-class, Express, and Priority mail must be addressed to 445 12th Street, SW, Washington DC 20554.

This is due to the FCC on or before Monday, July 2, 2012.

Obligation to Submit Contact Information and Notice of Substantive Changes in TRS Programs.

The FCC reminds the certified state TRS programs, interstate TRS providers, and TRS providers that have state contracts that, pursuant to 47 C.F.R. § 64.604(c)(2), they must submit to the Commission the name of a contact person and/or office for the receipt of inquiries and complaints from consumers about the certified state TRS program's intrastate service or, as appropriate, about the TRS provider's service. The submission must include the name and address of the state or TRS office that receives complaints, grievances, inquiries and suggestions; the voice, TTY, and fax numbers for that office; the email address; and the physical address to which correspondence should be sent.

Should you have any questions concerning this report, please contact me.

Sincerely,

Damara Paris

Damara Paris
Program Manager
Oregon

Attachments:
1) Log Sheets
2) Copy of DA 12-955

Appendix H:

OTRS Industry Advisory Group

ORDER NO. 95-087

ENTERED JAN 17 1995

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 733

In the Matter of the Creation of an Industry Advisory Committee for the Oregon Telecommunications Relay Service.	)))	ORDER

DISPOSITION: OREGON TELECOMMUNICATIONS RELAY SERVICE INDUSTRY ADVISORY COMMITTEE CREATED

At its public meeting on December 20, 1994, the Commission considered its staff's recommendation to create an industry advisory committee on the Oregon Telecommunications Relay Service (OTRS). The Commission seeks to create a collaborative process with those interested in such issues. The committee also will assist in fulfilling the requirements of the Americans with Disabilities Act of 1990 (ADA).

The ADA basically makes the industry itself ultimately responsible for providing the service. Given the number of companies, it has been administratively simpler for the Commission to manage the program and collect funding from the local exchange companies as provided by statute. The costs are primarily driven by usage, and usage has seen steady growth to the point that the current statutory level of funding is inadequate. The Commission is currently seeking authority to expand the funding base for the program. As usage continues to increase and the funding base expands, it becomes more important that the industry gain a greater understanding of the program and how it works. In addition, industry expertise can be utilized to help contain costs and maintain service quality. The industry will have a greater financial interest in the service than it currently does, and since it has the legal responsibility to make sure the service is provided, the Commission finds it appropriate to create this advisory committee.

The committee will address issues relating to the quality and cost of the OTRS. The committee will facilitate the sharing of information among those providing and using the OTRS and with the Commission and its staff. The committee will focus on operational issues and will pursue ways to make the OTRS as cost-effective as possible. It will seek ways to ensure a high quality of service while keeping the costs as low as possible.

The Commission wants the committee's membership to be broad-based and inclusive, thereby enhancing the sharing of information and expertise. The Commission does not want to establish at this time the number of members to be on the committee or any particular

interests they represent. The Commission intends to appoint members not only from local exchange telephone companies, but also others from the industry who have an interest in how the OTRS functions.

The Commission is committed to a relay service that effectively serves the hearing-, mobility-, and speech-impaired, as well as those who communicate with them. The Commission wants that service to be provided without creating undue costs on those who pay for the service. The committee created by this order will assist the Commission in meeting these goals.

CONCLUSIONS

1. The Commission should create an industry advisory committee on the telecommunications relay service;

2. The Commission should appoint members of the committee who have an interest in the cost and quality of service provided by the OTRS.

ORDER

IT IS ORDERED that:

1. An Oregon Telecommunications Relay Service Industry Advisory Committee is created.

2. The Commission will appoint members of the committee who have an interest in the optimal functioning of the telecommunications relay service.

Made, entered, and effective JAN 17 1995.

Joan H. Smith
Chairman

Ron Eachus
Commissioner

Roger Hamilton
Commissioner

Appendix I:

OTRS Information in

Telephone Directory

Page: 165

directory to phone service

PAETEC
P.O. Box 3177
Cedar Rapids, IA 52406-3177

Customer Care Number: 800 393-1413
Web Address: www.paetec.com

TRINSIC
POWERED BY MATRIX
P.O. Box 10751
Atmore, AL 36504-5751

Customer Service Number: 877 987-4674
Web Address: www.trinsic.com

SCTC

Stayton Cooperative Telephone Comapny
502 North Second Ave.
Stayton, OR 97383
Customer Service Number: 503 769-2121
Web Address: www.sctcweb.com

Verizon

Residential Customers: 800 837-4966
Business Customers: 800 483-5000
Web Address: www.verizon.com

services for customers with disabilities

Qwest's Center for Customers with Disabilities

Hours: 7 a.m. - 4:30 p.m., Monday - Friday, Pacific Time

Qwest provides telecommunication services for customers with mobility, vision, speech and hearing disabilities.

TTY/Voice 800 223-3131
Fax..... 866 826-4839

Qwest's Disabilities Consultants Can:

- Explain the long-distance service for TTY users using Qwest long-distance service. (Eligibility requirements must be met to qualify for discounts.)
- Order or disconnect telephone service and answer billing questions.
- Handle Qwest repair requests.
- Establish Directory Listings for TTY users. Listings may appear with or without an address and indicate a TTY is used.
- Establish non-published or information-only listings for TTY customers at no charge.

Qwest's Directory Assistance Service

- Qwest's Directory Assistance service is an automated voice response service.
- If a vision or mobility disability prevents you from using this automated voice response service, press "0" (zero) at the beginning of the call to reach an agent.
- If a vision or mobility disability prevents you from using our automated voice response directory assistance and operator services, we offer a billing exemption for these services.
- Our Consultants can explain eligibility requirements.

Qwest Print Material

- Qwest offers selected customer billing material (excludes directories) in alternate formats: large print, Braille, email text and audiotape, upon request.
- Contact our representatives for more information. 800 223-3131 (Voice/TTY)

Amplified Pay Phones

Many pay telephones are equipped with a volume control button, located in the upper left corner of the phone.

AT&T's Operator Service for TTY

(24-hours)..... 800 855-1155

Oregon Relay Service

Dial 7-1-1 or Special Toll Free Numbers

Telecommunications Relay Service (TRS) is a free service that connects customers who are deaf, hard of hearing or have speech disabilities with others, using either standard telephone equipment or telephone equipment that has been specifically designed for individuals with disabilities. Making a call is simple: dial **7-1-1** or the toll-free Oregon Relay Service numbers listed here. A trained Communications Assistant will answer your call and relay the telephone conversation between you and the party you are calling. All call information and conversations are confidential. Relay service is available 24 hours a day, 365 days a year. This service will handle local and long-distance calls. Long-distance calls placed for you can be billed collect, or to a pre-paid calling card, carrier calling card or third-party.

Continued next page

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services for customers with disabilities

Oregon Relay Service (cont'd)

Telephone Numbers for Oregon Relay Service:

ASCII 800 735-0644
HCO 800 735-2900
Spanish 800 735-3896
Speech to Speech 800 735-7525
TTY 800 735-2900
VCO 877 735-3260
Voice 800 735-1232

Customer Service
(V/TTY) 800 676-3777

Pay Per Call Service 900 230-3325

Types of TRS Calls

- Computer (ASCII) users can access Oregon Relay Service by setting the communications software to the following protocols: speeds ranging from 300 to 1200 baud: 8 Bits, No Parity; 1 Stop Bit; Full Duplex. For speeds at or below 300 baud, follow the above using Half Duplex.
- Hearing-Carry-Over: HCO allows hearing individuals with very limited or no speech capability to type his or her conversation for the Communications Assistant to read aloud to the hearing person. The HCO user hears the other party's response. HCO requires a specially designed telephone.
- Internet Relay: Connect to the relay using your computer or other web device. The Communications Assistant handles the call the same as a traditional relay call - "voicing" or reading everything you type to the other party - and typing everything the other party says for you to read on your screen.
- Spanish Relay: Spanish Relay is for Spanish speaking individuals with a hearing or speech disability.
- Speech-to-Speech: STS allows a person who has difficulty speaking or being understood on the phone to communicate using his or her own voice or voice synthesizer. The Communications Assistant revoices the words of the person with the speech disability so the person on the call can understand them. No special telephone is required.
- Text telephone (TTY): Allows anyone who is deaf, hard of hearing or speech disabled to use a TTY to communicate with anyone using a standard telephone.
- Voice-Carry-Over: VCO enables people who have difficulty hearing on the phone to voice their conversations directly to the hearing person. The Communications Assistant types the hearing person's response to the VCO user. VCO requires a specially designed telephone.

Captioned Telephone Service (CapTel™)

CapTel™ allows a person who has hearing loss to receive word-for-word captions of their telephone conversations on the phone. To use captioned telephone service, one must have a CapTel™ phone. The captions are displayed on the telephone's built-in display screen so that the user can read the words while listening to the voice of the other party. If you wish to contact a person who uses a CapTel™ phone, dial 877 243-2823.

TTY Users and Emergency Assistance 9-1-1

TTY callers should dial 9-1-1 directly. All 9-1-1 centers are equipped to handle TTY calls. Using Relay for 9-1-1 may result in a delay to getting your urgent message through.

Telecommunications Devices Access Program (TDAP)

TTY 800 648-3458
Voice 800 848-4442

TDAP provides special telecommunications devices for people with hearing, speech, or mobility impairments. Special telecommunications devices are purchased by the State of Oregon and loaned to eligible participants in the program. To apply for TDAP, or for more information about the program, call (see the appropriate number above) or write the Oregon Public Utility Commission:

TDAP, Oregon PUC
RSPF
P.O. Box 2148
Salem, OR 97308-2148
www.rspf.org

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Appendix J:

OTRS Information in

National Telephone Directory

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OREGON

Telecommunications for the Deaf and Hard of Hearing, Inc.
8630 Fenton Street – Suite 604 • Silver Spring, MD 20910-3822
Phone: 301-589-3786 • Fax: 301-589-3797 • TTY: 301-589-3006
Video: 301-563-9112 or 71.166.174.51
info@TDIforAccess.org • www.TDIforAccess.org
Shaping An Accessible World

IN CASE OF EMERGENCY, CALL 9-1-1

EMERGENCY SERVICES

ALBANY POLICE DEPT ..... 911 / 541-967-4357 (O)
1117 Jackson St SE Albany, OR 97322-3245
ASHLAND POLICE DEPT ..... 911 / 541-482-5211 (O)
1155 E Main St Ashland, OR 97520-2271
541-488-6008 (F) Email: rosenbeg@ci.ashland.or.us
ASTORIA POLICE DEPT ..... 911 / 503-325-4411 (O)
555 30th St Astoria, OR 97103-2899
503-325-4897 (F) Email: dlang@astoria.or.us
BAKER COUNTY SHERIFF'S OFFICE ..... 911 / 541-523-6415 (O)
3410 K St Baker City, OR 97814-1351
541-523-9219 (F) Email: sheriff@bakersheriff.org
BROOKINGS POLICE DEPT ..... 911 / 541-469-3118 (O)
898 Elk Dr Brookings, OR 97415-9648
541-469-3650 (F) Email: jbishop@brookingsor.org
BURNS POLICE DEPT ..... 911 / 541-573-6028 (O)
242 S Broadway Ave Burns, OR 97720-2205
541-573-5622 (F) Email: sdw1955@yahoo.com
CENTRAL LANE COMMUNICATIONS - EUGENE 911 / 541-344-2211 (O)
1735 W 2nd Ave Eugene, OR 97402-4177
541-682-2770 (F) Email: lynn.reeves@ci.eugene.or.us
CLACKAMAS COUNTY COMMUNICATIONS - OREGON CITY ..... 911 / 503-655-8911 (O)
2200 Kaen Rd # A Oregon City, OR 97045-4048
503-655-8531 (F) Email: danar@co.clackamas.or.us
COLUMBIA 911 COMMUNICATIONS DIST - ST HELENS ..... 911 / 503-397-1521 (O)
PO Box 998 Saint Helens, OR 97051-0998
503-366-7196 (F) Email: sjones@columbia911.com
COOS BAY POLICE DEPT ..... 911 / 541-269-8911 (O)
500 Central Ave Coos Bay, OR 97420-1884
541-269-5788 (F) Email: takers@police.coosbay.org
CORVALLIS REGIONAL COMM CTR ..... 911 / 541-766-6911 (O)
180 NW 5th St Corvallis, OR 97330-4703
541-766-6991 (F) Email: pamela.hicks@ci.corvallis.or.us
CURRY COUNTY SHERIFF'S OFC - GOLD BEACH .. 911 / 541-247-6661 (O)
PO Box 681 Colvin And Amp Moore Sts Gold Beach, OR 97444-0681
541-247-6893 (F) Email: metcalfm@co.curry.or.us
DESCHUTES COUNTY 911 - BEND ..... 911 / 541-388-0170 (O)
63333 Highway 20 Bend, OR 97701-8587
541-382-5767 (F) Email: davidm@deschutes.org
DOUGLAS COUNTY SHERIFF'S OFC - ROSEBURG . 911 / 541-440-4471 (O)
1036 SE Douglas Ave Roseburg, OR 97470-3301
541-957-7785 (F) Email: rhwillba@co.douglas.or.us
EASTERN LANE 911 - OAKRIDGE ..... 911 / 541-782-2211 (O)
PO Box 385 Oakridge, OR 97463-0385
541-782-2285 (F) Email: opcourt@efn.org
FLORENCE POLICE DEPT ..... 911 / 541-997-2623 (O)
PO Box 340 900 Greenwood St Florence, OR 97439-0340
541-997-4104 (F) Email: kim.s.greenwood@ris.lane.or.us
FOREST GROVE POLICE DEPT ..... 911 / 503-359-3260 (O)
PO Box 326 Forest Grove, OR 97116-0326
503-359-3207 (F) Email: gbringas@ci.forest-grove.or.us
GILLIAM COUNTY 911 ..... 911 / 541-676-5317 (O)
PO Box 159 Heppner, OR 97836-0159
541-676-5577 (F)
GLADSTONE POLICE DEPT ..... 911 / 503-656-4253 (O)
535 Portland Ave Gladstone, OR 97027-2115
503-650-8938 (F) Email: glad@spiritone.com
HERMISTON POLICE DEPT ..... 911 / 541-567-5519 (O)
330 S 1st St Hermiston, OR 97838-2360
541-567-8469 (F) Email: herm911@eoni.com
HOOD RIVER COUNTY DISPATCH CTR ..... 911 / 541-386-2711 (O)
309 State St Hood River, OR 97031-2037
541-387-5585 (F) Email: pbates@sheriff.co.hood-river.or.us
JEFFERSON COUNTY SHERIFF'S OFC - MADRAS . 911 / 541-475-2201 (O)
75 SE C St Madras, OR 97741-1707
541-475-6412 (F) Email: jcso911@palmain.com
JOHN DAY POLICE DEPT ..... 911 / 541-575-0030 (O)
450 E Main St John Day, OR 97845-1238
541-575-1721 (F) Email: emtkarebear@hotmail.com
JOSEPHINE COUNTY 911 AGENCY - GRANTS PASS ..... 911 / 541-479-3311 (O)
500 NW 6th St Grants Pass, OR 97526-2037
541-476-8527 (F) Email: dferguson@co.josephine.or.us
JUNCTION CITY POLICE ..... 911 / 541-998-1245 (O)
PO Box 245 Junction City, OR 97448-0245
541-998-3140 (F)
KLAMATH COUNTY 911 COMM ..... 911 / 541-884-2152 (O)
PO Box 999 Klamath Falls, OR 97601-0302
541-884-1417 (F) Email: sam911@cvc.net
LAKE OSWEGO COMMUNICATIONS ..... 911 / 503-636-5601 (O)
PO Box 369 380 A Ave Lake Oswego, OR 97034-0369
503-636-4357 (F) Email: alfordk@ci.oswego.or.us
LAKEVIEW FIRE DEPT ..... 911 / 541-947-2345 (O)
245 N F St Lakeview, OR 97630-1409
541-947-5373 (F) Email: lkvwfire@triax.com
LANE COUNTY SHERIFF'S OFC - EUGENE ..... 911 / 541-682-4141 (O)
125 E 8th Ave Eugene, OR 97401-2926
541-682-4522 (F)
LEBANON POLICE DEPT ..... 911 / 541-451-1751 (O)
40 N 2nd St Lebanon, OR 97355-2865
541-451-1716 (F)
LINCOLN CITY POLICE DEPT ..... 911 / 541-994-3636 (O)
PO Box 50 Lincoln City, OR 97367-0050
541-994-5929 (F) Email: lc911@wcn.net
LINCOLN COUNTY COMMUNICATIONS AGENCY - NEWPORT ..... 911 / 541-265-4231 (O)
815 SW Lee St Newport, OR 97365-4628
541-265-4958 (F) Email: liverson@lincom911.org
LINN COUNTY SHERIFF'S OFC - ALBANY ..... 911 / 541-967-3911 (O)
PO Box 100 Albany, OR 97321-0031
541-967-8169 (F) Email: cwhite@le.linn.or.us
MALHEUR COUNTY SHERIFF'S OFC - VALE ..... 911 / 541-473-5125 (O)
151 B St W Vale, OR 97918-1307
541-473-5136 (F) Email: abentz@malheurco.org
MEDFORD EMERGENCY CTR ..... 911 / 541-770-4783 (O)
411 W 8th St Medford, OR 97501-3105
541-774-2570 (F) Email: paulag@ci.medford.or.us
MILTON-FREEWATER POLICE DEPT ..... 911 / 541-938-5511 (O)
PO Box 6 Milton Freewater, OR 97862-0006
541-938-6909 (F) Email: jandmfpd@hscis.net
MILWAUKIE POLICE DEPT ..... 911 / 503-659-2345 (O)
3200 SE Harrison St Milwaukie, OR 97222-6537
503-786-7426 (F) Email: gossette@ci.milwaukie.or.us
MORROW COUNTY SHERIFF'S OFC - HEPPNER 911 / 541-676-5317 (O)
PO Box 159 Heppner, OR 97836-0159
541-676-5577 (F) Email: mc911cord@co.morrow.or.us
MULTNOMAH COUNTY BUR OF EMERGENCY COMMUNICATIONS 911 / 503-760-6911 (O)
1120 SW 5th Ave # 104 Portland, OR 97204-1912
503-823-3940 (F) Email: pstein@ci.portland.or.us
MYRTLE CREEK POLICE DEPT ..... 911 / 541-863-5221 (O)
PO Box 940 Myrtle Creek, OR 97457-0123
541-863-6690 (F) Email: bgeorge@pioneer-net.com
MYRTLE POINT POLICE DEPT ..... 911 / 541-396-2106 (O)
424 5th St Myrtle Point, OR 97458-1114
541-572-3838 (F)
N BEND POLICE DEPT ..... 911 / 541-756-3161 (O)
PO Box B Union And Amp California North Bend, OR 97459-0014
541-756-0142 (F)
NEWBERG POLICE DEPT ..... 911 / 503-538-8321 (O)
PO Box 970 401 E 3rd St Newberg, OR 97132-0970
503-538-5393 (F) Email: npdinfo@ci.newberg.or.us
NORCOM - WOODBURN ..... 911 / 503-982-2340 (O)
270 Montgomery St Woodburn, OR 97071-4730
503-982-2375 (F) Email: gina.audritsh@ci.woodburn.or.us
ONTARIO POLICE DEPT ..... 911 / 541-889-7266 (O)
444 SW 4th St Ontario, OR 97914-3401
541-889-3026 (F) Email: rkerfoot@micron.net

See page ii of this section for a Guide to Using the White Pages.

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Oregon Relay Service

Get and stay connected to family, co-workers, and friends. It has never been easier with Oregon Relay.

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

OREGON
TELECOMMUNICATIONS
RELAY SERVICE

Website:	***www.oregonrelay.com***
800-735-2900	***TTY or TeleBraille***
800-735-1232	***Voice***
800-735-3260	***Voice Carry-Over***
800-735-2900	***Hearing Carry-Over***
800-359-2703	***Español***
877-735-7525	***Speech-to-Speech***
900-230-3325	***900 (Not Toll-Free)***
800-676-3777	***Oregon Relay Customer Service***
800-676-4290	***Oregon Relay Customer Service (Español)***
877-787-1989	***Speech-to-Speech Customer Service***

Oregon Relay Captioned Telephone Service

See yellow pages for more information

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

See page ii of this section for a Guide to Using the White Pages.