

Appendix K:
Copies of Telephone Bill Inserts

Copy of telephone bill inserts, with Universal Service Fund Assessment:



Customer Account Number Bill Period Bill Date
Aug 17 - Sep 16 Sep 20, 2012

2 of 6

SPRINT NEWS AND NOTICES

This section contains important updates about your Sprint Services. Including Service or Rate Changes, Promotions and Offers.

Rates: International, U.S. Territories & possessions

Rates, including associated roaming rates, for International, U.S. Territories and possessions, are subject to change from time to time without notice. Visit sprint.com/international for the current voice, text and data rate information.

NEXTEL PRODUCTS: IMPORTANT MESSAGE

Due to the Nextel National Network shutdown on 6/30/13, any Nextel devices sold after 6/1/12 are intended to support existing customers' migration efforts and no minimum Order Terms will apply.

Phone Security

Sprint encourages you to set a phone passcode or lock to help prevent unauthorized access. See your phone's user guide for instructions. Also consider downloading a security app for your phone. Report stolen phones to Sprint to protect your account. For more information visit sprint.com/stolenphone.

IMPORTANT INFORMATION RELATING TO YOUR SPRINT BILL

Billing Information. This bill is due on the date shown. A late payment charge applies for unpaid balances and is charged at the highest rate permissible by law. Sprint Nextel will impose a \$25 charge for each returned check. Service is subject to disconnection if payment is not received by the due date shown. Contact us first with billing disputes, which must be made within 60 days of the invoice date. Charges that are not properly disputed will be deemed accepted and due by the date shown. Roaming charges accrued during the billing period may appear on subsequent bills because of third-party processing delays.

Contacting Sprint. Address written correspondence to: Sprint Customer Service, PO Box 8077, London, KY 40742 (include your name and account number). Please do not include any correspondence in your bill.

Call detail. Full call detail information is available online.

E911. Enhanced 911 (E911) services, which provide public safety officials your location during a 911 call are not available everywhere and at all times. E911 availability is dependent on many factors, including the ability of particular local public safety agencies to receive and process location information, the capabilities of your equipment and other factors affecting the delivery of services.

Your Privacy. Protect against unauthorized account access by using a Personal Identification Number (PIN) to identify yourself when calling Care or visiting a retail store. Visit sprint.com/pin to establish or change your PIN. Don't use commonly known info like birthdays or SSNs. To access your account online, create a unique UserID/password. To review Sprint's Privacy Policy, go to sprint.com.

ETF per line: Up to \$350 for Advanced Devices; up to \$200 for other devices. Prorated ETF calculated by months remaining in term times \$20 (max. \$350 & min. \$100) for Advanced Devices or months remaining times \$10 for other devices (max. \$200 & min. \$50). No ETF in accordance with Sprint's Return Policy. See sprint.com/etf.

Terms & Conditions/Service Updates. The terms & conditions of Sprint service sometimes change. The current version is available online. Updates to your service will be provided in the Sprint News and Notices section.

NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL _____

E-Bill: Receive your bill by email (you will no longer receive paper bills).

Receive Sprint updates and special offers via email.

Protect Your Voicemail

Use a passcode to protect against unauthorized access. If you don't use a passcode, anyone who has your handset can access your messages; therefore we strongly recommend you set one up. It's easy - just access your voicemail and follow the prompts.

Sign up to have your Sprint bill automatically paid every month using your checking account by visiting www.sprint.com.

Copy of telephone bill insert, with Universal Service Fund Assessment:



Customer Account Number Bill Period Bill Date
 [REDACTED] [REDACTED] Aug 17 - Sep 16 Sep 20, 2012

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Usage Summary

Shared Plan - Power Pack Family 700

PC 08/20/12

	Included	Used	Additional Charges
(787) 475-2184			
Anytime Minutes	Shared	99	--
Text	300	314	\$2.80
Mobile-2-Mobile	Unlimited	491	--
Night & Weekend	Unlimited	72	--
Picture Mail	Unlimited	6	--
Sprint 3G Data	0	12	\$0.36

Details, details...

(787) 475-[REDACTED]
 (787) 475-[REDACTED]
 (787) 475-[REDACTED]

(787) 475-[REDACTED]
 Do more with your phone. Enjoy unlimited access to web browsing, email, local search, Sprint radio and more with a Sprint Data Plan. Dial *2 on your phone to sign up today.

Your Base Plan includes

Power Pack Family 700, America - Roaming Included, Anytime Minutes, Caller ID, Domestic LD Rate \$0, Enhanced VoiceMail, Long Distance While Roaming

Add On Services for (787) 475-[REDACTED]
 Nights and Weekends 6pm, Unlimited Nights&Weekends-7pm, 300 Messages incl Picture Mail

Add On Services for (787) 475-[REDACTED]
 Unlimited Nights&Weekends-7pm, 300 Messages incl Picture Mail

Add On Services for (787) 475-[REDACTED]
 Nights and Weekends 6pm, Unlimited Nights&Weekends-7pm

Sprint Surcharges

Sprint Surcharges are rates we choose to collect from you to help defray costs imposed on us. Surcharges are not taxes on you or amounts we are required to collect from you by law. Surcharges may include: Federal USF, regulatory charges, administrative charges, gross receipts charges, and other charges incurred to recover costs associated with governmental programs, and certain taxes imposed upon Sprint. The amounts, and the components used to calculate Surcharge amounts, are subject to change.

Federal-Univ Serv Assess Non-LD	\$2.71
Puerto Rico State-Univ Serv Assessment	\$0.36
Administrative Charge	\$4.50
Regulatory Charge	\$1.20
	\$8.77

Government Fees & Taxes

Taxes and fees Sprint is required to collect from customers on behalf of the government.

Puerto Rico State-911 Tax	\$1.50
Puerto Rico State-Sales Tax	\$6.32

How funds are collected, based on PR-USF Regulations.

Telecommunications companies in Puerto Rico which contribute to the PR-USF may recover these costs from their customers, in compliance with Federal Regulations for cost recovery and *Truth in Billing* guidelines.

Telecommunications service customers may view this charge in their invoice among the rest of the applicable "line-item" or "regulatory Charges", identified in any of the following ways:

Servicio Universal de Puerto Rico

Servicio Universal PR

Puerto Rico State Univ Serv Assessment

Universal Service Fund PR

An example of how this charge may be viewed in a customer invoice is shown below:



Página: 14 de 20
Factura de: 02/06/12 - 01/17/12
No. de Cuenta: 287004691572
Número de cuenta principal: 02967726



Resumen del Móvil: (Continuación)	
Usuario:	
Créditos, Ajustes y Otros Cargos	
Cargo Reglamentario de Costo de Recuperación	0.90
Recargo del Centro de Recaudación de Ingresos Municipales	0.20
Cargo por el Servicio Universal Federal	0.43
Servicio Universal de Puerto Rico	0.03
CRÉDITOS TOTALES, AJUSTES Y OTROS CARGOS	\$1.56
Impuestos y Cargos del Gobierno	
Cargo por el servicio de emergencia	0.50
TOTAL IMPUESTOS Y CARGOS DEL GOBIERNO	\$0.50
CARGOS TOTALES DEL:	787.72
	\$53.72

Appendix L:
Copy of Relay Newsletters and
Outreach Activities
2008 - 2012

Islandwide Outreach Activities- 2008

Sponsoring Deaf Basketball Tournament
Sponsoring Formal event of Ex-alumni's San Gabriel School for the Deaf
Relay outreach to Governmental Employees-ORHELA
EDP orientation for Vocational Rehabilitation Counselors
Sales of Blackberry devices
Installation TTY for a deaf Social Worker at her office
Installation of TTY for a deaf teacher in Arecibo
EDP outreach at Las Piedras, Caguas, Ponce, Mayaguez, Rincon, Fajardo
Installation of TTY for a 80 years old customer
Sponsoring Deaf Basketball Tournament
Relay and EDP outreach for Senior Citizens in Humacao
Translation of WebCaptel into Spanish
Participation with deaf preschool kids Picnic Day
Relay presentation for airport employees
Relay presentation for San Juan Museum employees
Relay presentation for the PR Telecommunications Regulatory Board employees
Relay presentation at the Mayor's office in Ponce
Installation of TTY at Capitol office
Participation at Deaf Picnic for Adults
Relay/EDP presentation at Mayor's office- Yauco
Sponsored Christmas event for the Deaf in Yauco
Meeting with future governor-Luis Fortuno and present PR Relay outreach
Relay presentation at the Department of Families in Guayama
Sponsoring Deaf Awareness Week for schools in Bayamon, San Juan, Ponce and Yauco
Installation of 2 TTYs for Housing Department
Sponsoring Deaf Beach event at Caja Muertos- Ponce
Outreaching Lifeline program
Creation of new PR Relay website

Islandwide Outreach Activities- 2009
Invitation to attend the Swear Ceremony Mayor of Yauco
Selling of Blackberry devices
Planning the DeafNation Expo in Puerto Rico with Joel Barish
Orientation about SprintVRS, FCC 10-D
Invitation to attend the Pepnet Latino Closed Captioned
Relay outreach for ManPower employees
Training of BB for a 92 years old National Guard Coronel-retired
Relay/EDP presentation at Sagrado Corazon University
Visit Mayor Aibonito requesting Internet service in town
Spokeperson at the Conferencia Bienal Assisitive Tecnology
Booth exhibition at Interamerican University
Relay training for Tourism employees
Booth exhibition at Sor Isolina Ferre Center in Ponce
Joined the Pre-Bid meeting for Relay service
Radio Interview with Dra. Wanda Smith
Visit in office a disabled veteran-assist with training TTY and Blackberry device
Training of Relay and TTY for a group of airport employees at Luis M. Marin Airport
Sponsoring Basketball game with Deaf from Guaynabo against the Authority Metropolitan Buses
Visit to senador Carmen Yulin Cruz explained relay/EDP
Radio Interview with Ruben Sanchez-WKAQ 580
Meeting with Handicapped Procurator in Bayamon
Installation of TTY to AEMEAD
Installation of TTY phones at CEPVI-Ponce

Islandwide Outreach Activities- 2011

PR Relay brochures sent to customers
Booth exhibition at the Audiologists Convention
Translation of STS and VCO into Spanish
Wireless devices presentation
Visited to AEELA for approval of flyer of PR Relay
Sponsoring Deaf Basketball Tournament
Training on wireless devices for customers who purchased devices
Promotion of SMVRS, 711 and SV4G in Starbucks
Outreach of Wireless devices sales for Sprint Representatives in PR
Upgrade FCC TRS Directory
Ordered EDP for customers
Booth exhibition at Baptist Church Assembly
Translation of Relay Coloring Book into Spanish
Booth exhibition at MAVI-San Juan
Spokeperson at the Mini Congress for Sp. Education teachers
Outreach of Network Vision for Deaf Community
Planification of the 10 years anniversary of PR Relay
VCO demonstration
Sent collateral materials for the Department of Transportation Authority
Updating the collateral maetrials of PR Relay

Islandwide Outreach Activities- 2012

Wireless devices sale
Relay/EDP Outreach to DTOP employees
Booth exhibition at Audiologists Convention
Meeting with Education faculty Dean of the University of PR
Relay Outreach/TTY training for DWH Business Services (Housing Dept.)
Presentation of the importance of reading for the Deaf students
Mail PR Relay brochures to customers
Meeting with the PRTRB on how to install TTY
Assists deaf customers transferring their plan to SRDOP
Booth exhibition at American University
Sponsoring San Patrick event
Relay presentation to 25 students-future teachers
Outreach of wireless devices sale with a representative of radio Shack
Sponsoring 5k Marathon- Colegio San Gabriel
Ordering EDP for a Group of Medical
Meeting with MAVI Director plan meeting with FEMA personnel
Translation in Spanish for Sprint IP and wireless devices
Meeting with founder of Fundacion en Senas
Sponsoring the 5 th Anniversary of Deaf Beach event
Translation of Spanish for STS *787
Travel to Rochester for film shoot "Connect to the Future"
Booth exhibition at SAHMA Convention
Meeting with future PPD Governor, Alejandro Padilla
Planning the Deaf Awareness Month
Working with Joel Barish to bring DeafNation to PR for 2013
Planning on Deaf Christmas event in Aguada
Meeting deaf basketball teams
Presenation at MAVI-Rio Grande
Conference call with OSH
Sent brochure to Sistema de Retiro

Appendix M:
TRS Information in Telephone
Directories

INCLUDED ARE SAMPLES OF PHONE-BOOKS FROM YEARS
2009-2010 AND 2012-2013 OF TRS INFORMATION
IN TELEPHONES DIRECTORIES

TELÉFONOS GENERALES DE PRT



CUADRO GENERAL 787-782-8282

CLARO

Servicio al Cliente Corporativo	787-281-2500
Servicio al Cliente	787-763-3333
.....	1-800-981-2355
Aguadilla, Aguadilla Mall	787-882-2355
Barceloneta, Prime Outlets	787-970-2300
Bayamón, Plaza Río Hondo	787-784-2355
Bayamón, Plaza del Sol	787-787-8587
Bayamón, Rexville Town Center	787-799-2101
Caguas, Las Catalinas Mall	787-703-1700
Caguas, Plaza Centro	787-746-2355
Caguas, Plaza del Carmen	787-703-5355
Canóvanas, Belz Factory Outlets	787-256-8808
Carolina, Plaza Carolina	787-752-2355
Cayey, Plaza Pérez Hermanos	787-263-7888
Fajardo, Plaza Fajardo	787-863-2355
Guayama, Plaza Guayama	787-866-2355
Guaynabo, Ave. Roosevelt 1515	787-706-4577
Guaynabo, San Patricio Plaza	787-749-3101
Hatillo, Plaza del Norte	787-879-2355
Hatillo, Plaza del Norte II	787-880-1900
Hato Rey, MCS Plaza	787-771-5072
Humacao, Plaza Palma Real	787-850-2355
Isabela, Plaza Isabela	787-872-2355
Mayagüez, Carr. #2 Km 152.8	787-833-2355
Ponce, Centro Sur	787-812-2311
Ponce, Plaza del Caribe	787-844-2355
San Germán, Plaza del Oeste	787-892-2323
San Juan, Plaza Caparra	787-707-7000
San Juan, Plaza las Américas	787-753-2355
San Juan, Plaza las Américas II	787-763-2655
Vega Alta, Centro Gran Caribe	787-270-3626

SERVICIOS A EMPRESAS

Venta - Ejecutivos de Cuentas/ Información/Status de Órdenes Cuadros, Sistemas Multilíneas y Servicios Especiales	787-792-6262
Contrato de Mantenimiento PABX y Multilíneas	787-792-8012
.....	787-273-4649

DMAX

Ventas	787-775-0000
Centro de Ayuda Técnica	1-866-375-3375
Sitio Web www.telefonicaprt.com , www.dmaxpr.com	

INTERNET (Coqui/PRTC.net)

Ventas	787-707-1771
Asistencia Técnica	1-866-94COQUI
.....	(1-866-942-8784)
Agente de Ventas DMAX e Internet	787-775-4013

LÍNEAS SENCILLAS DE NEGOCIO Y RESIDENCIA

Líneas Nuevas DMAX, Nuevos Productos, Cambios Servicios Existentes, Status, o Pagos con Tarjetas de Crédito	787-775-0000
Representante de Servicio de Gobierno	787-275-8700

DIVISIÓN DE GUÍA	787-766-4900
.....	787-793-8075

TARJETAS DE LLAMADA

Tarjetas Prepagadas	1-800-981-9105
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CENTRO DE RECIBO DE REPORTES DE AVERÍAS PARA:

Servicios Residenciales	6-1-1
Desde un teléfono de otro proveedor de Servicio Telefónico, llame al	787-707-0611

CENTRO DE SERVICIO AL CLIENTE Y REPORTES DE AVERIA PARA:

Servicios de Negocio, Líneas Sencillas, Servicios Especiales, Cuadros Multilíneas y Gobierno	787-729-3131
Libre de Cargos	1-877-772-2272

CENTRO DE CUENTAS FINALES

* REPRESENTANTE DE SERVICIOS PARA AUDIOIMPEDIDOS	1-800-981-2050
Servicio de Relevo para Audioimpedidos ...	7-1-1

PRT LARGA DISTANCIA

Ventas y Servicio al Cliente	787-749-2000
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PRT eBILL

Centro de apoyo a clientes de factura electrónica	787-273-2455
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Teléfonos Generales de Claro

CUADRO GENERAL..... 787-782-8282

CLARO

Servicio al Cliente Corporativo 787-281-2500
Servicio al Cliente 787-763-3333
 1-800-981-2355
Aguadilla, Aguadilla Mall 787-882-2355
Barceloneta, Prime Outlets 787-970-2300
Bayamón, Plaza Río Hondo 787-784-2355
Bayamón, Plaza del Sol 787-787-8587
Bayamón, Rexville Towne Center 787-799-2101
Caguas, Las Catalinas Mall 787-703-1700
Caguas, Plaza Centro 787-746-2355
Caguas, Plaza del Carmen 787-703-5355
Canóvanas, Belz Factory Outlets 787-256-8808
Carolina, Plaza Carolina 787-752-2355
Cayey, Plaza Pérez Hermanos 787-263-7888
Fajardo, Plaza Fajardo 787-863-2355
Guayama, Plaza Guayama 787-866-2355
Guaynabo, Ave. Roosevelt 1515 787-706-4577
Guaynabo, San Patricio Plaza 787-749-3101
Hatillo, Plaza del Norte 787-879-2355
Hatillo, Plaza del Norte II 787-880-1900
Hato Rey, MCS Plaza 787-771-5072
Humacao, Plaza Palma Real 787-850-2355
Isabela, Plaza Isabela 787-872-2355
Mayagüez, Carr. #2 Km 152.8 787-833-2355
Ponce, Centro Sur 787-812-2311
Ponce, Plaza del Caribe 787-844-2355
San Germán, Plaza del Oeste 787-892-2323
San Juan, Plaza Caparra 787-707-7000
San Juan, Plaza las Américas 787-753-2355
San Juan, Plaza las Américas II 787-763-2655
Vega Alta, Centro Gran Caribe 787-270-3626

SERVICIOS A PRT EMPRESAS

Venta - Ejecutivos de Cuentas/ Información/Status de Órdenes, Cuadros, Sistemas Multilíneas y Servicios Especiales 787-792-6262
Contrato de Mantenimiento
PABX y Multilíneas 787-792-8012
 787-273-4649

CLARO INTERNET

Ventas 787-775-0000
Asistencia Técnica 1-866-375-3375
Sitio Web www.clarotodo.com

CLARO TV

Ventas 787-775-0000
Sitio Web www.clarotodo.com

INTERNET

Ventas 787-707-1771
Asistencia Técnica 1-866-94COQUI
 (1-866-942-6784)
Agente de Ventas Claro Internet 787-775-4013

LÍNEAS SENCILLAS DE NEGOCIO Y RESIDENCIA

Líneas Nuevas Claro Internet, Nuevos Productos, Cambios Servicios Existentes, Status, o Pagos con Tarjetas de Crédito 787-775-0000
Representante de Servicio de Gobierno 787-275-8700

DIVISIÓN DE GUÍA 787-766-4900
 787-793-8075

CENTRO DE RECIBO DE REPORTES DE AVERÍAS PARA:

Servicios Residenciales 6-1-1
 Desde un teléfono de otro proveedor de Servicio Telefónico, llame al 787-707-0611

CENTRO DE SERVICIO AL CLIENTE Y REPORTES DE AVERÍA PARA:

Servicios de Negocio, Líneas Sencillas, Servicios Especiales, Cuadros Multilíneas y Gobierno 787-729-3131
Libre de Cargos 1-877-772-2272

CENTRO DE CUENTAS FINALES

..... 787-774-4232

REPRESENTANTE DE SERVICIOS PARA AUDIOIMPEDIDOS*

..... 1-800-981-2050
Servicio de Relevos para Audioimpedidos 7-1-1

CLARO LARGA DISTANCIA

Ventas y Servicio al Cliente 787-749-2000

CLARO eBILL

Centro de apoyo a clientes de factura electrónica 787-273-2455

Appendix N:

**Copies of Phone Bill with Surcharge
Rate or Legislative Order**

How funds are collected, based on PR-USF Regulations.

Telecommunications companies in Puerto Rico which contribute to the PR-USF may recover these costs from their customers, in compliance with Federal Regulations for cost recovery and *Truth in Billing* guidelines.

Telecommunications service customers may view this charge in their invoice among the rest of the applicable "line-item" or "regulatory Charges", identified in any of the following ways:

Servicio Universal de Puerto Rico

Servicio Universal PR

Puerto Rico State Univ Serv Assessment

Universal Service Fund PR

An example of how this charge may be viewed in a customer invoice is shown below:



Página: 14 de 20
Factura de: 02/06/12 - 01/07/12
No. de Cuenta: 287004691572
Número de cuenta principal: 02967726



Resumen del Móvil: (Continuación)		
Usuario:		
Créditos, Ajustes y Otros Cargos		
Cargo Reglamentario de Costo de Recuperación	0.90	
Recargo del Centro de Recaudación de Ingresos Municipales	0.20	
Cargo por el Servicio Universal Federal	0.43	
Servicio Universal de Puerto Rico	0.03	
CRÉDITOS TOTALES, AJUSTES Y OTROS CARGOS		\$1.56
Impuestos y Cargos del Gobierno		
Cargo por el servicio de emergencia	0.50	
TOTAL IMPUESTOS Y CARGOS DEL GOBIERNO		\$0.50
CARGOS TOTALES DEL:	787-	\$53.72

Appendix O
Historical Overview / Summary
of Puerto Rico Relay
Establishment

Historical Overview of Relay Establishment

The Universal Service objectives of the Commonwealth of Puerto Rico's Act No. 213, of September 12, 1996, (hereinafter referred to as "Law 213"), known as the Puerto Rico Telecommunications Act of 1996, which created the Puerto Rico Telecommunications Regulatory Board (hereinafter referred to as "TRB"), states that all segments of population in all geographic areas should have access to the public telecommunications system of Puerto Rico. Such legislative intention was adopted under Article III-6 of Law 213.

Article 3(o)8 of the TRB's Universal Service Rules (TRB Rule No. 5757), includes Telecommunications Relay Service (TRS) as one of the telecommunications services included under the definition of Universal Service, as follows:

3. Definitions

(o) "Universal Service" - shall mean a level of basic telecommunication services under development in Puerto Rico, as may be established from time to time by the Board, pursuant to the Federal Communications Law. At present, it shall include the following services:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
7. Telecommunications Relay Services ("TRS")
- 8.
- 9.

Accordingly, on June 1st of 2001, the TRB awarded the first Bid for the provision of TRS in Puerto Rico to Sprint Relay. During the month of September 2001, 711 TRS began operating in Puerto Rico, known as "Puerto Rico Relay".

A second bid process was awarded in 2005, adding Video Relay and an Equipment Distribution Program (EDP) to the existing 711 service. Eligibility for the EDP was established, using the same eligibility criteria for Lifeline and Link-Up subsidy programs and offered free equipment for deaf / hard of hearing TTY and voice communication, as well as equipment for Video Relay

Communication. After the initial 3-year term expired, an additional one (1) year extension was added in order to develop the next required TRS bid process.

A third bid process was awarded in 2009, including 711 TRS and EDP. The current contract for TRS in Puerto Rico will expire on January 1, 2013.

Due to 2012 being an election year and after submitting this re-certification application request, a one (1) or two (2) year extension period will be added (at the Board's discretion) in order to develop the next TRS bid process.

Appendix P

How the TRB oversees the Puerto Rico Relay Service and Operation

The Telecommunications Regulatory Board of Puerto Rico (TRB) oversees the Puerto Rico Relay service and operation through the following means:

1. The following clauses of contract 2010-00005, establish service requirements for TRS that are subject to fines or liquidated damages and require certain reports that allow the Board's compliance office, as well as the Board's TRS Administrator to oversee the quality of the Puerto Rico Relay service. The contract clauses are the following:

Contract Clauses regarding Service Standards:

FOUR: SPRINT TRS shall comply with the requirements of the IFB, with SPRINT Proposal, as well as any current or future standard set by the American with Disabilities Act of 1990 (hereinafter referred to as "ADA") and the Federal Communications Commission (hereinafter referred to as "FCC") and any applicable Federal or Puerto Rico law or regulation. If there is any discrepancy among these requirements, the most stringent shall apply.

SEVEN: The following service requirements, which are further described in FCC's mandatory minimum requirement rules, SPRINT's proposal and the IFB, will be met in the following level of service.

- a) The TRS center shall be capable of handling any type of call normally provided by telecommunications carriers including pay-per-call calls. SPRINT has the burden of proving the infeasibility of handling any type of call.
- b) Minimum of 60 WPM typing speed for agents.
- c) Relay processing for STS Callers.
- d) Relay Agent to stay on the line for at least 10 minutes for regular relay, 15 minutes for Speech To Speech (hereinafter referred to as "STS"), after the commencement of a call, and for subsequent agent transfers on calls made

INITIALS HERE



thereafter.

- e) Answer 85% of all calls within 10 seconds on a daily basis
- f) Handling of Emergency Calls.
- g) Maintain a log of consumer complaints and reports to FCC in compliance with FCC rules. Copy of such logs and evidence of their filing at the FCC shall be sent to the BOARD. SPRINT must retain the log until the next application for certification by the FCC is granted to the BOARD.
- h) Provide TRS customer profile data to incoming TRS vendor 60 days prior to SPRINT's last day of service.

SPRINT acknowledges that states must notify the FCC of any substantive changes in the TRS programs within sixty (60) days of when they occur, and must certify that the state TRS program continues to meet federal minimum standards after implementing the substantive change. To assure compliance with said requirement on time SPRINT shall submit a duly certified report to the BOARD describing said substantive changes and stating whether the TRS continues to meet the federal minimum standards after implementing such substantive standards. If the TRS exceeds the minimum standards SPRINT shall also certify whether the TRS does not conflict with federal laws and regulations. Said certified report shall be submitted to the BOARD within thirty days after the changes were made.

EIGHT: SPRINT will assure that access to 7-1-1 service is provided in compliance with the FCC rules and as a toll free call. The procedure for handling/answering 7-1-1 calls will be that the default response for all first-time 7-1-1 calls from an ANI will be voice first, then TTY tones, and then ASCII. Subsequent calls from the same ANI will be answered in whatever mode the last call made to 7-1-1 was received (automatic branding on the last call). The relay caller has the option to request that the relay agent permanently brand the ANI for a specific mode of answer.

Contract clauses regarding Scheduling, Implementation and Completion of Work:

NINE: SPRINT shall implement TRS as detailed in the Proposal, in the IFB, the FCC Rules, this CONTRACT, Bid 2009-02 Award and the BOARD Resolution and Order approving said bid award under case JRT-2009-SUB-0002, all of which are incorporated by reference as if copied verbatim.

TEN: Time is of the essence in this CONTRACT and, accordingly, all time limits shall be strictly construed and strictly enforced. SPRINT's failure to meet a deadline imposed hereunder shall be considered a material and significant breach of this CONTRACT and shall entitle the BOARD to any applicable liquidated damages set forth in the IFB and this CONTRACT, and may lead to termination of this CONTRACT

Clauses regarding Administration:

ELEVEN: The BOARD designates its Mr. Roberto Miranda, Special Aid to the President of the Board, as its representative to serve as the "BOARD's TRS Administrator" and contact. The BOARD may change its designation at any time, in its sole discretion, and when it deems appropriate. Such change will be effected via delivery of a written notice to SPRINT in accordance with the provisions of this CONTRACT. All communications relating to the implementation of this CONTRACT shall be directed to the BOARD's TRS Administrator. SPRINT acknowledges that the BOARD's TRS Administrator does not have any authority to amend this CONTRACT, to initiate change orders, to alter the cost proposal submitted by SPRINT, or to otherwise alter performance requirements established under the IFB, SPRINT Proposal, or this CONTRACT. SPRINT further acknowledges that the President of the BOARD holds such authority exclusively.

Any action regarding TRS complaints shall be processed through the Secretary of the BOARD, who is also the contact for the same purposes at the FCC.

TWELVE: SPRINT designates Ms. Elizabeth Rios as Puerto Rico's resident TRS Administrator and contact person. SPRINT may change this designation at any time, in its sole discretion, and when it deems appropriate. Such change will be effected via delivery of a written notice to the BOARD in accordance with the provisions of this CONTRACT. SPRINT Puerto Rico's TRS Administrator does not have any authority to amend this CONTRACT, to initiate change orders, to alter the cost proposal submitted by SPRINT, or to otherwise alter performance requirements established under the IFB, SPRINT Proposal, or this CONTRACT. Authority to enter into any contract on SPRINT behalf, resides only in SPRINT.

THIRTEEN: The PRESIDENT, in conjunction with the BOARD'S TRS Administrator, will monitor the progress of the TRS. Upon the written or oral request of the PRESIDENT, and/or through the BOARD's TRS Administrator, SPRINT agrees to discuss at any time any element of the provision of TRS and the implementation of any new and desirable features

Clauses regarding Consumer Relations and Out-Reach program:

FOURTEEN: SPRINT agrees to cooperate fully with the PRESIDENT and the BOARD's TRS Administrator, to assure quality of service and effective consumer relations

FIFTEEN: SPRINT shall provide for public relations activities via outreach programs as provided in SPRINT's Proposal.

SIXTEEN: Included in, but not limited to, the SPRINT outreach program are the following activities:

(A) The Outreach Program will target multiple federal, state, and local government agencies as well businesses, schools, and universities.

(B) The Outreach Program includes an educational campaign material as described in SPRINT's Proposal. The campaign targets specifically businesses and the medical community and provides information on the following:

1. American with Disabilities Act (ADA)
2. Puerto Rico Relay brochure and instructional pamphlets
3. PowerPoint presentations
4. Hands-on use of TRS equipment
5. Brochures on Deafness and Hearing Loss
6. A better understanding of sign language as a natural language.

(C) The media means that will be used for the SPRINT Relay educational and outreach campaign will include, among others:

1. Folders
2. Letter to Businesses
3. Stickers of Compliance
4. Posters
5. Audio and Television PSAs.

Contract Clauses Regarding Reports:

NINETEEN: SPRINT shall maintain its records of relay service operations, for a minimum of six years, so as to permit review and determination of TRS results. SPRINT shall make these records available for inspection by the BOARD and its designees.

TWENTY: As specified in the IFB, SPRINT shall provide written monthly reports to the BOARD on the operation of the Puerto Rico TRS detailing usage and revenues associated with providing the TRS and calculating daily and monthly statistics concerning operations, including but not limited to:

- A. Traffic patterns
- B. Call volumes
- C. Price per minute of use
- D. Average speed of answer
- E. Price per call
- F. Percentage of local versus long distance and intrastate versus interstate
- G. Customer service inquiries

TWENTY-ONE: SPRINT shall supply a monthly complaint resolution report that shows the complaints filed and the actions taken to resolve each complaint. SPRINT shall prepare and retain a log of consumer complaints until the next application for FCC certification of the TRS program is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. SPRINT shall submit to the FCC and to the BOARD summaries of logs indicating the number of complaints received for the 12-month period ending May 31 by July 1 of each year, and as required by the FCC.

The BOARD may request further information regarding the complaints and their resolutions; in response, SPRINT will provide a more detailed report to the BOARD's TRS Administrator.

SPRINT must submit to the FCC and to the BOARD a contact person and/or office for TRS consumer information and complaints about SPRINT's TRS service. Said submission shall include, at a minimum, the name and address of the office that receives complaints, grievances, inquiries, and suggestions; voice and TTY telephone numbers, fax number, e-mail address, and web address; and the physical address to which correspondence should be sent.

TWENTY-TWO: SPRINT shall prepare and report outage information in a format approved by the BOARD and notify the BOARD within twenty-four hours of an outage, or if the outage occurs over the weekend, by eight a.m. the following Monday, and will submit the report within five business days.

TWENTY-THREE: SPRINT shall prepare an annual report for the BOARD, describing the performance and usage of Puerto Rico TRS, including, but not limited to, a report of the TRS revenues, operations, and traffic patterns. This report shall be due on July 1st of each contract year.

TWENTY-FIVE: SPRINT agrees to provide, free of cost, reasonable additional reports that may be required by the BOARD regarding Puerto Rico TRS.

Contract Clauses regarding Audits to TRS:

TWENTY-SEVEN: The BOARD reserves the right to audit all records held by SPRINT relating to this CONTRACT. SPRINT agrees to retain reports, work sheets, and other documents associated with the services covered by this CONTRACT, so that they can be examined or copied by the BOARD or the Office of the Comptroller of Puerto Rico, in its audits of the BOARD. Said documents shall be kept for a period of no less than six (6) years or until an investigation is conducted by the Office of the Comptroller of Puerto Rico, whichever occurs first.

Contract Clauses Regarding non-compliance of Implementation and Performance requirements that may constitute cause for fines or Liquidated Damages:

THIRTY SEVEN: In the event that the TRS service is not fully implemented by SPRINT as per the Implementation Schedule of this CONTRACT, the BOARD will impose liquidated damages until the TRS service is in full operation. The TRB will disallow \$5,000.00 per day of arrear of the implementation schedule, from invoices for services rendered after cutover. Nevertheless, if such delays happen as a result of natural disasters (Acts of God) such as hurricanes, tornados, earthquakes, floods, or causes not attributable to the Successful Bidder, the TRB will take these into consideration to determine if the imposition of liquidated damages should apply. In addition, the non-compliance of the TRS standards and requirements in the IFB and this CONTRACT could lead to fines by the Telecommunications Regulatory Board of up to \$25,000 per infringement, or as otherwise permitted by the BOARD's rules.

THIRTY-EIGHT: SPRINT agrees to a disallowance from the total compensation provided for under this CONTRACT, if SPRINT "fails to perform." When, for a period exceeding four (4) consecutive hours, or more than four (4) hours in a twenty-four hour period, calls are unable to be completed via the TRS. For each "failure to perform" exceeding four (4) consecutive hours or more than four (4) hours within a twenty-four (24) hour time period commencing with the "failure to perform", a disallowance will be made for twice the amount of total hours of disrupted service rounded up to the next fraction of hour, divided by twenty four (24) hours and multiplied by the average daily charge invoiced under this agreement during the month preceding the event giving rise to the disallowance. No disallowance will result however, where the source or cause of the failure is, or is due to, a Local Exchange Carrier or Interexchange Carrier facility or service outage or for any causes not attributable to SPRINT.

THIRTY-NINE: SPRINT shall answer 85% of calls made into Puerto Rico Relay within 10 seconds. For any day (24-hour period from 12:00 AM to 11:59 PM) that SPRINT fails to answer 85% of Puerto Rico Relay calls within the 10-second requirement, liquidated damages shall be assessed. The formula for average answer time ("AAT") criteria is as follows: the procedure to determine the percentage of the AAT that is over the required average takes the difference between the actual and target (10 second) AAT and divides that difference by the target (10 second) AAT, rounded to one decimal point. The BOARD will withhold \$2,500.00 each calendar day that the service level for all Puerto Rico calls is less than 85%. The penalty amount will be deducted from the invoice amount for that month. Penalties will not be assessed for days in which acts of God or system or network breakdowns occur that are not the fault of the TRS Provider and that cause the AAT to exceed the 10 second average. The burden is on the TRS provider to show cause why the penalty should not be assessed.

FORTY: The liquidated damages criteria for the average daily blockage ("ADB") rate for all Puerto Rico relay calls will be for any 24-hour period from 12:00 am to 11:59 pm and shall be shown on SPRINT's monthly report. For any day that the ADB rate exceeds 1%, the liquidated damage shall be \$2,500 per day. The penalty amount will be deducted from the invoice amount for that month. Penalties will not be assessed for days in which acts of God or system or network breakdowns occur that are not the fault of SPRINT and that cause the ADB to exceed the 1% target. The burden is on the SPRINT to show cause why the penalty should not be assessed.

FORTY-ONE: Liquidated damages equal to \$1,000.00 per day will be assessed for every day that SPRINT is late submitting to the BOARD or its designee the full and complete relay reports required per this CONTRACT and the IFB. If the BOARD does not receive the reports required herewith by the 15th of the following month, the BOARD will withhold \$1,000.00 each day until the full and complete relay report is received in the Board's offices.

FORTY-TWO: The right of the BOARD to claim such liquidated damages under this CONTRACT shall be in addition to any other rights and remedies afforded by law or by this CONTRACT.

2. Establishment of the Board's Compliance Office, a division that is currently under the Board's Finance Director, which has the responsibility to oversee that all services under contract with the Board, including all Universal Service Fund programs (which includes TRS) are in compliance with the established terms and conditions.

Regarding TRS, this includes monitoring of minimum service requirements for TRS services via the following means:

- a. Review and approval of monthly invoices, assuring that the agreed compensation rate is correctly applied.
- b. Review of monthly traffic reports, assuring that specified service levels and minimum service requirements are being met.
- c. Review of monthly log of Sprint's designated resident in Puerto Rico as TRS Administrator and contact person (TRS Liaison), specifying daily service errands and Outreach related activities.
- d. Daily, weekly or monthly test calls to TRS operators and TRS Customer Service through their established communication means (711 and 1-800-676-4290).

If on a given month, a minimum service requirement is not met or if call service levels are reported below their required level, the matter is reported to the Finances Director and the Board's TRS Administrator, citing the related contract clause (if applicable).

The Board's TRS Administrator first refers the matter to the TRS Liaison, in order for the matter to be addressed and solved accordingly. The assessment and resulting corrective action or explanation (if the matter was caused by incidental or unforeseen circumstances) done by the TRS Liaison regarding the matter is reported back to the Administrator, who reports it back to the Finances Director.

If applicable, the Administrator also reports the matter to the Board with his/her own remarks of how the matter has been assessed and a recommendation to the Board for applicable action to be solely exercised at the Board's discretion.

The Puerto Rico TRS program, known as Puerto Rico Relay, is funded through the Puerto Rico Universal Service Fund (PR-USF), which regulations were originally established via the TRB Rule 5757 of February 17, 1998 (updated to Rule 7795 in January 2010). Funds are collected from participating Telecommunications service providers that do business in Puerto Rico, as specified in these regulations.

Procedures for enforcing requirements, including how funds are collected in Puerto Rico are included in Rule 7795, specifying the following:

Article 4 – **Principles of the Universal Service**, specifies the following:

The Board shall preserve and promote the Universal Service through predictable, specific and sufficient support mechanisms, pursuant to the provisions of Section 254 of the Federal Communications Law and also pursuant to the following principles contained in Law 213:

- (1) The goal of Universal Service is to provide comparable quality telecommunication services to all sectors of the population and in all geographic areas of Puerto Rico.
- (2) The telecommunication services shall be available throughout Puerto Rico at fair and reasonable prices, which means that the service rates in rural areas shall be reasonably comparable with the prices for similar services in the urban areas.
- (3) Advanced telecommunication services shall be available in all municipalities and communities, as well as in all health services installations, libraries, and classrooms of the public schools of Puerto Rico.
- (4) Every company offering telecommunications to the public for a fee shall contribute, on an equitable and non-discriminatory basis, to the preservation and development of the Universal Service in Puerto Rico.
- (5) The structure of the contribution mechanisms that the Board may develop, implement and periodically revise, shall be complementary to, but shall not duplicate, the contribution mechanisms established at the federal level. The Universal Service support mechanisms shall be specific, predictable, competitively neutral, and sufficient to preserve and develop the Universal Service.

Article 7 – Contributors to the Universal Service Fund, specifies the following:

Pursuant to Chapter III, Article 6 (c) of Law 213, every telecommunications company providing intra-state telecommunications services shall contribute to the Universal Service Fund in an equitable, non-discriminatory and competitively neutral manner. The following list includes, but is not limited to, several of the referred to telecommunications companies.

1. Commercial Mobile Radio Services - ("CMRS")
 - a. PCS
 - b. Cellular
 - c. Paging services
 - d. Mobile Radio
2. Wire Service Companies
 - a. Competitive Access Providers ("CAPS")
 - b. Local Carrier Companies ("LECs")
3. Other Telecommunications Services Providers
 - a. Re-sellers
 - b. Public Telephones
 - c. Other companies (for instance, cable service, electric energy, etc.) that in the future may provide telecommunication services.

This article also states that:

The Board may require any other person or entity to contribute to the Universal Service Fund if it should determine that such person or entity is providing a telecommunications service in Puerto Rico which competes with a telecommunication service that is being provided with any telecommunications company which is required to contribute to the Fund.

Article 15 – Reports, specifies the following:

In addition to the information required by FCC reporting forms, pursuant to Section 25 of these Regulations, the eligible telecommunications companies that provide intra-state telecommunication services, shall submit to the Board the following reports: (i) a report on the total support required for rendering of the services included in the definition of Universal Service pursuant to Section 21(a)(1) of these Regulations and as determined by the processes established by the rules of the Federal Communications Commission; (ii) A report on the actual revenues generated by said services; and (iii) a report on the number of residential lines and total access lines in service.

The above mentioned reports shall be submitted quarterly to the Board, within a period of thirty (30) days after the end of each quarter.

Article 21 – Annual Computation of the Universal Service Fund, states:

The amount required for the Universal Service Fund shall be established annually. Said amount shall be sufficient to cover the cost of the following items:

1. The difference between the point of reference for affordability (“affordability benchmark”) for the services included within the definition of Universal Service pursuant to Section 5.1 of these Regulations, and the cost of providing said service as determined by the Board pursuant to Section 22 of these Regulations, minus any amount corresponding to federal support for Universal Service;
2. The administrative cost of the operation of the Universal Service Fund;
3. The annual intra-island cost of the “Lifeline” and “Link-up” programs of Puerto Rico; and
4. The costs related to the Telecommunications Relay Service (“TRS”) in which the carrier certified to provide such service in Puerto Rico may have incurred and which have not been obtained from the federal fund.

Article 23 – Subsidy Provided by the Universal Service Fund of Puerto Rico, states:

Pursuant to Section 254(l) of the Federal Communications Law, the Universal Service Fund of Puerto Rico shall ensure that the services supported by said fund are available at fair, reasonable and affordable prices. This fund shall complement the Federal Universal Services Fund regarding the costs assignable to the local jurisdiction.

Article 25 – Quarterly Contribution to the Universal Service Fund, states

The quarterly contribution to the Universal Service Fund shall be calculated on the basis of the retail revenues ("end-user revenues"), contained in Form 499 of the Federal Communications Commission. If Form 499 from a telecommunications company contains revenues from services chargeable to the inter-state or international jurisdiction, the company shall file a new Form 499 with the Board which shall contain information on the revenues obtained exclusively from the rendering of telecommunications services in Puerto Rico, together with an explanation of the method utilized to segregate the revenues from telecommunications services provided outside of Puerto Rico, a list of such services, and the amount of revenues identified in connection with each service.

1. The forms mentioned in the preceding paragraph shall be filed with the Board twice per year: (i) on or before March 31, containing information on the preceding calendar year; and (ii) on or before September 1, containing information on the first two (2) quarters of the calendar year.
2. The forms filed on or before September 1 shall be used to calculate the required contribution for each one of the first two (2) quarters of the following calendar year. The forms filed on or before March 31 shall be used to calculate the required contribution for each one of the two (2) last quarters of the current calendar year.
3. The total base contribution for the Universal Service Fund shall equal the sum of the retail revenues of the telecommunications companies obtained from the rendering of telecommunication services in Puerto Rico. The relevant revenues figure shall be obtained by subtracting from column (a) of Form 499, any revenue indicated under column (c).
4. The contribution factor for each quarter shall be calculated as one fourth ($1/4$) of the total annual amount of the Universal Service Fund, pursuant to Section 21 of these Regulations, and the total contribution of the quarter in question.
5. Copies of Forms 499 and other documents that must be filed with the Board by the telecommunications companies shall be available in a public file, to be examined by any interested party, unless the company should claim confidentiality regarding the information submitted. The request for confidentiality shall contain the reasons or bases of same (e.g., competitive damage), as well as the specific facts on which the company justifies submitting such request.

6. On or before December 1 of each year, the Administrator shall submit to the Board the factor he will use to calculate the contributions for the first two (2) quarters of the following calendar year. On or before April 30 of each year, the Administrator shall submit to the Board the factor he will use to calculate the contributions for the last two (2) quarters of the current calendar year.
7. Within a period of thirty (30) days beginning from the start of each quarter, the Administrator shall send to every telecommunications company contained in Section 7 of these Regulations, a statement of account regarding the quarterly contributions, including instructions for its payment.
8. Once approval by the Board is obtained, the Administrator may periodically revise and adjust the base contribution or the contribution factor, taking into account the annual revenues of the fund.
9. Any deficit or surplus of the Universal Service Fund at the end of the calendar year, shall be transferred to the following calendar year and shall be used in establishing the contribution for said year.

Article 27 – The de minimis Exception, states:

Every telecommunications company whose contribution to the Universal Services Fund during a given year is less than One Thousand Dollars (\$1,000 00), shall not be obligated to contribute to the Universal Service Fund during that particular year.

For additional information regarding this matter, you may view the complete PR-USF regulations on Rule #7795 at the Telecommunications Regulatory Board's website at www.jrtpr.gobierno.pr.

Once there, you may view the file by selecting "*Conocenos*" and down to "*Reglamentos*" on the upper left side of the page.