

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Health and Human Services Aging and Disability Services Division
Address:	3208 Goni Road Suite I-181
City, State, Zip Code:	Carson City, NV 89706
Contact:	Mariana Acevedo, Contract Manager
Phone:	(775) 687-4210
Fax:	(775) 687-0573
Email:	Macevedo@adsd.nv.gov / adsdcontracts@adsd.nv.gov

Contractor Name:	Hamilton Relay, Inc.
Address:	1006 12th Street
City, State, Zip Code:	Aurora, NE 68818
Contact:	Beth Slough
Phone:	402-694-5101
Fax:	402-694-5037
Email:	Beth.slough@hamiltonrelay.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.

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F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Upon BOE Approval	To:	06/30/2027
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK AND PAYMENT SCHEDULE
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As Invoiced by the Contractor and approved by the State
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Total Contract Not to Exceed:	\$505,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. **INSPECTION & AUDIT.**
 A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or

United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with

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respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys’ fees and costs. For purposes of an award of attorneys’ fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys’ fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor’s tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State’s right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys’ fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor’s obligation to indemnify the State shall apply in all cases except for claims arising solely from the State’s own negligence or willful misconduct. Contractor waives any rights of

subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting

Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as “A-VII” or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform

to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the 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 State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

ATTACHMENT AA

SUMMARY SCOPE OF WORK and PAYMENT SCHEDULE

1. SUMMARY SCOPE OF WORK

- 1.1. This *Summary Scope of Work* section is intended only as a summary and does not modify or supersede the full scope of work contained in *Attachment CC, Vendor Proposal*.
- 1.1.1. Vendor to provide captioned telephone service provide public switched telephone network Captioned Telephone Services (CTS or CapTel) 24 hours a day, 7 days a week, 365 days a year in a manner that is functionally equivalent to traditional voice calls. CTS users place a call in the same way as dialing a traditional phone. As they dial, the CapTel phone automatically connects to a captioning service. When the other party answers, the CapTel phone user hears everything that is said, just like a traditional telephone call. The difference is that the CapTel phone allows the user to read the other party's conversation on the phone's built-in captioning screen while listening to the voice of the other party. The CapTel phone benefits hard of hearing individuals by allowing them to enjoy natural telephone conversations through its high level of amplification, yet gives them the capacity to check the captions for added clarity. Vendor will provide the service functionality that allows users of CapTel Phones to connect to the public switched telephone network (PSTN) in the state of Nevada.
- 1.2. Vendor shall provide this service in accordance with the detailed standards and requirements outlined in *Attachment CC, Vendor Proposal, PSTN Captioned Telephone Service*. Vendor shall comply with any Federal Communications Commission (FCC) requirements or waivers applicable to CTS, as outlined in the same attachment.

2. PAYMENT SCHEDULE

CapTel Only Contract			
	Session Minute Rate	With Monthly Minimum*	Optional: Partial Awareness Program MRC**
Year 1 7/1/2023 through 6/30/2024	\$2.25	\$2,650	\$1,700
Year 2 7/1/2024 through 6/30/2025	\$2.25	\$2,650	\$1,700
Year 3 7/1/2025 through 6/30/2026	\$2.50	\$2,650	\$1,950
Year 4 7/1/2026 through 6/30/2027	\$2.50	\$2,650	\$1,950

ATTACHMENT BB

Insurance Schedule

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Division of Health and Human Services, Aging and Disability Services Division 3208 Goni Rd., Ste. I-181, Carson City NV 89706**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Division of Health and Human Services, Aging and Disability Services Division 3208 Goni Rd., Ste. I-181, Carson City NV 89706**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

HAMILTON[®]

RELAY

Nevada



Proprietary and Confidential

Hamilton’s prices below are based on the scope of the agreement consisting of the provision of PSTN Captioned Telephone service that is compliant with all FCC Mandatory Minimum Standards and as described herein.

Upon completion of contract negotiations, we will revisit pricing should there be clauses or requirements that impact the rates offered in this proposal.

CapTel Only Contract			
	Session Minute Rate	With Monthly Minimum*	Optional: Partial Awareness Program MRC**
Year 1 7/1/2023 through 6/30/2024	\$2.25	\$2,650	\$1,700
Year 2 7/1/2024 through 6/30/2025	\$2.25	\$2,650	\$1,700
Year 3 7/1/2025 through 6/30/2026	\$2.50	\$2,650	\$1,950
Year 4 7/1/2026 through 6/30/2027	\$2.50	\$2,650	\$1,950

Explanation of Monthly Minimum*

Scenario 1: When calculating costs on a per-minute basis, if your CapTel monthly minutes of use calculates to \$2,000, your payment due for the month will be \$2,650 since the per-minute total is less than the monthly minimum.

Scenario 2: When calculating costs on a per-minute basis, if your CapTel monthly minutes of use calculates to \$3,000, your payment due for the month will be \$3,000 since the per-minute total is greater than the monthly minimum.



Outreach

- ***Optional – Partial Awareness Program*****
 - Monthly Recurring Charge (MRC)

Should the State desire a CTS outreach program, Hamilton offers a relay awareness program at an additional cost and upon request. This pricing option contains the following elements:

- 2 virtual events annually upon request
- CapTel brochure
- Newsletter via electronic distribution
- Bill Inserts (sent electronically to all telephone companies in the state annually)
- Directory Pages (sent electronically to all telephone companies in the state annually)
- Hamilton Relay Awards
- State Relay Website

Proprietary and Confidential



CTS Scope of Service

We provide Captioned Telephone Services (CTS) 24 hours a day, 7 days a week, 365 days a year in a manner that is functionally equivalent to traditional voice calls. CTS users place a call in the same way as dialing a traditional phone. As they dial, the CapTel phone automatically connects to a captioning service. When the other party answers, the CapTel phone user hears everything that is said, just like a traditional telephone call. Developed by Ultratec, Inc. and provided through Captioned Telephone, Inc. (CTI), CapTel allows individuals with hearing loss to view word-for-word captions of their telephone conversations.

Through a subcontracting relationship with CTI of Madison, Wisconsin, we process CapTel calls from a combination of thirteen geographically diverse centers. We subcontract aspects of CapTel including the technology, equipment, and minimal captionists to CTI.

We were the first relay provider to process CTS calls from our own call centers. We have now expanded our CTS call processing to the point where we process most of our own state traffic as well as some of our IP-CTS calls. Processing CTS calls from thirteen geographically dispersed locations (includes six CTI centers) provides redundancy.

Similar to a traditional telephone, the CapTel phone allows hard of hearing callers to talk and listen to individuals using a traditional phone. The difference is that the CapTel phone allows the user to read the other party's conversation on the phone's built-in screen while listening to the voice of the other party. This device is perfect for individuals who have good speech but cannot hear well over the phone.

A specially trained operator conveys the words from a hearing user into text messages, where it can then be read on the CapTel phone's screen. The captions appear almost simultaneously with the spoken word, allowing CTS users to understand everything that is said - either by hearing it or by reading it.

The CapTel phone benefits hard of hearing individuals by allowing them to enjoy natural telephone conversations through its high level of amplification, yet gives them the capacity to check the captions for added clarity. Differing from a TTY, a CapTel phone is a telephone designed to allow the user to have natural back and forth conversations with captioning support.

FCC CapTel Regulations and Waivers

The FCC issued a separate Ruling specifically for CapTel on August 1, 2003: Declaratory Ruling CC Docket No. 98-67, FCC 03-190. In this Ruling the FCC:

- Found that Captioned Telephone VCO Service (CapTel Service is a form of this) is a type of TRS.
- Clarified that certain TRS mandatory minimum standards do not apply to Captioned Telephone VCO Service.
- Waived other TRS mandatory minimum standards for captioned telephone VCO service



On July 14, 2005, the FCC clarified that Two-Line Captioned Telephone Service is a type of telecommunications relay service eligible for compensation from the Interstate TRS Fund.

The Declaratory Ruling referenced above serves as the primary source in meeting the existing minimum standards, including waivers of certain TRS requirements for CapTel Relay Services. The FCC issued an order on August 14, 2006 (CG Docket No. 03-123, DA 06-1627) making these temporary waivers permanent.

Captioned Telephone waivers include:

1. Speech-to-Speech (STS) and Hearing Carry Over (HCO)
2. 711 Dialing Access
3. Communication Assistants waivers:
 - TRS mandatory minimum standard requiring CAs to be competent in interpretation of typewritten ASL as applied to captioned telephone CAs
 - CA oral-to-type test requirement
 - Requirement that CAs not refuse single or sequential calls as applied to CapTel CAs handling outbound captioned telephone calls
 - Gender preference
 - 60 wpm mandatory typing speed for CAs
4. Interrupt Functionality
5. Call Release
6. ASCII and Baudot Format

Hamilton CapTel meets or exceeds all FCC minimum standards.

History of CapTel

CapTel technology was developed by Ultratec, Inc., of Madison, Wisconsin. In 2002, Ultratec licensed CapTel, Inc. ("CTI") to perform call center work for CapTel service and began consumer testing throughout the United States. We were the first TRS provider to trial CapTel Service in the State of Wisconsin. In 2003, CapTel technology was approved by the FCC enabling individual states to offer CapTel as part of their relay services. As demonstrated below, CTI continues to be a leader in the industry by demonstrating its ability to adapt to improvements in CapTel technology and to implement state-of-the-art technology in providing the service.

Enhanced CapTel Technology – Exclusively From Hamilton

Our aggressive pursuit of new services and technologies led us to become the first provider to trial CapTel, the first provider to offer N11 access, the first to offer state-specific CapTel reporting (including state-specific ASA, state-specific service level with and without abandons and state-specific abandon call information), the first provider to introduce single phone mobile CapTel service and the first provider with a CapTel Call Me #; a ten-digit, personal phone number that makes it possible to receive captioned calls on an individual's PC/Mac, Smartphone and Tablet, all with just one number. Hamilton Mobile CapTel allows users to use an iOS or Android mobile device to place and receive calls with



captions. Hamilton Web CapTel allows users to use their computer to place and receive calls with captions.

Hamilton was the first provider to process CapTel calls out of their centers

Hamilton was the first to add CapTel seats and workstations in its own call centers. Integrating the latest in telecommunications technology, we are now able to offer greater diversity and redundancy in our call handling - two key components to ensuring a positive call experience for every user. We now process CapTel calls from thirteen locations. Please see below for more on our ability to provide a level of CapTel call processing redundancy that is unmatched in the industry.

Hamilton Relay is not a national wireless company making our perspective of relay services significantly different. We did not get into the relay and CapTel business to simply enhance our own wireless service. We truly believe that we have the core competencies, the experience and the dedication needed to provide the highest quality Relay and Captioned Telephone services available. We are constantly enhancing and upgrading our technology in order to meet the distinctive needs of the relay and CapTel user.

CapTel Technology

For more than 30 years, Ultratec has set the pace in text telecommunications, inventing new ways for people to communicate with one another. Some of Ultratec's breakthrough technologies include:

- CapTel Captioned Telephone
- Using a TTY with a Cellular Phone
- Voice Carry Over (VCO)
- Turbo Code®
- Caller ID in a TTY
- Communication between TTYs and Computers

CTI has the following areas of technical expertise:

- Managing major call centers
- Training CAs to perform Captioned Telephone Service
- Telephony and network engineering
- Captioned telephone technology

Captioned Telephone Services are provided from a combination of Hamilton and CTI's CapTel Service Relay Centers. Hamilton works with CTI to supply adequate staffing to provide CTS users with a highly professional service.

We ensure that the necessary personnel, telecommunications equipment and facilities are in place for the provision of CTS.



Subpart E – Telecommunications Relay Services for Persons with Disabilities

§9.14 Emergency calling requirements.

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

Dialing 911 in an Emergency – Two-Line CapTel

When calling 911 using 2-Line CapTel, one line is routed directly to the appropriate 911 center which receives the caller's ANI information directly from the network in the same way as a non-CTS call. The second line is routed through the captioning center. This allows the user to receive captions on one line and hear the conversation on the other line.

Dialing 911 in an Emergency – Single Line CapTel

When calling 911, the single line CapTel user's call is automatically routed to the appropriate 911 center because the call was placed from the user's home line. Single Line CapTel 911 calls are **not** routed through the captioning service. This means:

- There are no delays in accessing emergency personnel, as calls are directly connected to a 911 call center.
- Emergency 911 Services will know the ANI of the caller and be able to locate the individual and send appropriate help, based on the location from which the CapTel call is placed.
- Emergency 911 calls are **not** captioned in the same manner that regular CTS calls are.
 - The CTS user speaks directly into the handset as with any other CTS call.
 - The 911 dispatcher is able to hear everything the CTS user says but the CTS user may not be able to hear the dispatcher.
 - The dispatcher can type instructions on a TTY, which will appear on the CapTel display screen.



Section 3 Operational Standards

§ 64.604 Mandatory minimum standards.

(a) Operational standards –

(1) Communications assistant (CA).

(i) TRS providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.

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

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

CapTel Training

CapTel CAs are required to have the requisite experience, expertise, skills, knowledge and education; and are adequately trained to accurately caption in a professional manner the words spoken by the hearing party without intervening in the communication between the parties. CTI and Hamilton have a detailed CA training plan in place to ensure that all standards as applied by the FCC to the provision of CTS are met by each CapTel CA.

CapTel Training Overview

CapTel Captioning Assistant (CA) Training includes comprehensive training on the CapTel Service Workstation equipment and other instruction including live call handling experience. Prospective CAs are required to meet all of the CapTel, Inc. standards for becoming a CA. These standards include the ability to consistently meet call-handling skills such as word per minute averages, accuracy averages as well as attendance and attitude standards as set by CapTel management.

Training consists of ten days of classroom and hands on training. If all CapTel captioning standards are met, training continues with five days of transition training being mentored by a qualified CA monitor. At any time if a prospective CA does not demonstrate the ability to achieve the expected standards, they may be removed from the training group and terminate employment.



CapTel Orientation

CapTel Orientation includes Training Team introductions, building tour, required employment paperwork, introduction to call center policies, confidentiality requirements, and expected standards that must be met to pass training.

Training Class

CapTel training is an interactive class combining video and hands on instruction. Each class introduces a new skill set and allows the trainee time to apply those skills. Skills are introduced starting with building a basic voice profile and incorporating more complex skills each day that build on the previous day's information.

A simulation program is used to provide the CA with a live captioning experience. The simulator allows individuals to listen to various pre-recorded scripts that simulates the conversation or voice of the hearing person and allows the CAs to practice the appropriate captioning skills. Once all of the skills sets have been taught, CAs are provided an opportunity to shadow live calls and gain exposure to actual speed and content of calls being made by clients.

During the second week of training, standardized timings are given to CAs to determine the aptitude of the CA's captioning skills. Each CA is required to successfully pass two rounds of timings consecutively prior to handling live calls. Timings allow trainers to evaluate the level of accuracy and speed of CA to determine if they are able to meet and maintain our quality standards. CAs are timed each day and progress is reviewed until a CA meets the expected standards or it is determined the individual is not suited for the position.

CapTel Customer Awareness Training

CapTel training includes Customer Awareness Training, including training related to meeting the communication needs of consumers who are deaf, hard of hearing and who have difficulty speaking and operations of telecommunications equipment.

Training Transition & Graduation

CAs that meet the required quality standards through the standardized timing program are placed on the production floor with an experienced and qualified CA Coach. The CA Coach provides 1-on-1 coaching for every call processed by the trainee. Trainees are evaluated on live call processing and are required to meet a progression of quality standards throughout the week before graduating to the call floor to process calls independently.

CapTel Ongoing Training

CapTel CAs receive ongoing training throughout their employment. This includes:

- Monitoring on each shift. If they need additional training or re-training, they are taken offline and given the necessary training.
- Training on new features and capabilities of CTI's CapTel service platform including new or improved voice recognition systems used.
- Ongoing testing through the administration of Timing Scripts in a test environment.



In addition, CAs are periodically monitored while processing live calls. The scores of each CA are maintained in a database. No other information regarding conversations is kept at any time.

CapTel Quality Assurance Including Training and Monitoring

All CapTel CAs are required to have the requisite experience, expertise, skills, knowledge and training and education to perform CapTel Services in a professional and confidential manner. CTI and Hamilton have a detailed CA training plan in place to ensure such standards are met by each CapTel CA. At any time if a prospective CA does not demonstrate the ability to achieve the expected standards, they may be removed from the training group and employment terminated.

After initial training, CapTel trainees are tested through the administration of timing scripts in a test environment. Each CA is required to successfully pass two consecutive rounds of timings prior to handling live calls. Trainees are also required to meet specified monitor scores when being evaluated on live call processing.

CAs are tested through the administration of Timing Scripts in a test environment. CAs are also periodically monitored while processing live calls. Only the scores of each CA are maintained in a database. No other information regarding conversations is kept at any time. The CA testing program requires a proficiency level for CapTel CAs of 130 WPM speed of transcription with a 98% accuracy requirement in a testing environment. Accuracy is the percentage of error subtracted from 100% of text received. Errors are words that materially change the context of the sentence, including missing words of sentences.

CapTel CAs receive necessary ongoing training. CAs are monitored on each shift and if they are found to need additional training or re-training, they are taken offline and given the necessary training. CAs also receive training on new features and capabilities of the service platform including new or improved voice recognition systems used. Note that this is a testing program only and does not guarantee speed or accuracy levels for actual CapTel Service.

CTI also has reporting mechanisms and alarm systems to detect and record failures.

Third Party Quality Assurance Captioned Telephone Testing

As an additional and important quality control tool, we utilize Cositics to provide third-party, independent evaluations of Captioned Telephone service. Cositics is a well-respected auditing firm who is experienced in evaluating relay performance.

Cositics provides an annual Captioning Telephone Service Performance Index (the Index) where auditors measure vital details on every test call; ranging from missing details, spelling errors, words changed or missing, to total errors. The Index is an independent comparative study of all major Captioned Telephone Service providers in the US, ranking providers based on their score in each performance category.



We thoroughly analyze the results of the Index to not only see how we stack up against other captioning services but, more importantly, to ensure that we continue to provide the quality service our customers are used to receiving. We continue to be a leader in overall captioning accuracy, which demonstrates our focus on critical service components that significantly impact the customer experience.

The Cositics 2022 CTS Index is divided into three areas which were audited separately, evaluating performance for device-based, mobile-based and browser-based Captioned Telephone Service. Our outstanding performance in all three areas is highlighted below.

Hamilton continues to showcase its stellar performance in numerous key performance indicators.

According to the Cositics 2022 Captioning Telephone Service Performance Index

Hamilton continues to be a leader in the overall accuracy of Captioned Telephone calls in Browser, Device and Mobile applications.

**Device-Based
Captioning
Solutions**

Our call processing accuracy showcased its first-place finish in the following key categories:

- Best overall accuracy
- Best average session time
- Lowest number of total errors
- Best in overall corrections
- Lowest number of missed corrections opportunities
- Lowest average vital details missing
- Highest average vital details corrected
- Lowest average segment delay
- Lowest number of missing words
- Lowest number of spelling errors*
- Lowest number of missing sentences*
- Lowest number of unnecessary "speaker unclear"*

Hamilton improved on its already remarkable performance from last year in the following areas:

- Overall accuracy
- Average vital details missing
- Average vital details changed
- Average vital details not corrected
- Average non-vital details missing
- Average non-vital details changed
- Average non-vital details corrected
- Average non-vital details not corrected
- Average incorrect additions
- Total spelling errors
- Average speaker unclear
- Average speaker unclear missing words
- Average words missing
- Average words changed
- Average missed corrections opportunities
- Average errors per call
- Average session time
- Average segment delay

**Browser-Based
Captioning
Solutions**

Hamilton CapTel placed first in the following categories:

- Best overall accuracy
- Best average session time
- Best in total corrections
- Fewest total errors
- Fewest words missing
- Fewest vital details missing
- Fewest vital details changed
- Highest total vital details corrected
- Fewest total words changed
- Fewest missed correction opportunities
- Fewest instances of captioner typing incorrectly*
- Fewest total missing sentences*

Hamilton improved on its already stellar performance from last year in the following categories:

- Connect time (seconds)
- Average session time
- Average total delay
- Average vital details missing
- Average vital details changed
- Average vital details corrected
- Average vital details not corrected
- Average non-vital details missing
- Average non-vital details changed
- Average non-vital details corrected
- Average non-vital details not corrected
- Average incorrect additions
- Average captioner typed incorrectly
- Total missing sentences
- Average speaker unclear
- Average speaker unclear missing words
- Average words missing
- Average words changed
- Average corrections
- Average missed correction opportunities
- Average errors per call
- Average overall accuracy

**Mobile-Based
Captioning
Solutions**

In a crowded field of six companies that provide Mobile Captioned Telephone, our Mobile CapTel call processing stands out with its first-place finish in 10 out of 16 KPIs:

- Best overall accuracy
- Best average session time
- Lowest number of total errors
- Lowest number of total words missing
- Lowest number of missed correction opportunities
- Best average in total corrections
- Best average in vital details corrected
- Lowest number of vital details missing
- Lowest number missing sentences*
- Lowest number of unnecessary "speaker unclear"***

We placed a very close second in the below KPIs and placed within the industry average in every performance indicator:

- Average segment delay
- Total spelling errors
- Total words changed
- Vital details changed

(v) CAs answering and placing a TTY-based TRS or VRS call shall stay with the call for a minimum of ten minutes. CAs answering and placing an STS call shall stay with the call for a minimum of twenty minutes. The minimum time period shall begin to run when the CA reaches the called party. The obligation of the CA to stay with the call shall terminate upon the earlier of:

(A) The termination of the call by one of the parties to the call; or

(B) The completion of the minimum time period.

Change of CA During a Call

We comply with the State and FCC’s requirement regarding change of CAs for all forms of Relay including TRS, STS and CapTel. We adhere to the 10-minute requirement prior to changing TRS and CapTel CAs, and our replacement policy for STS CAs continues to require a 30-minute period before replacement, exceeding the 20-minute FCC requirement.



In the event of any call take over (CTO) our goal is to minimize disruption to our customer. The CA keeps both parties informed during this process. Several examples where a CTO may occur are; a CA has been on a call for at least 30 minutes and is at the end of a shift; a CA needs urgent relief; or the CA has been on a call over 2 hours and feels fatigued.

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

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

We transmit all conversations between text and voice callers in real time. No records of conversations are kept; therefore information cannot be relayed from one party to the other unless both parties are present on the call.

(viii) STS providers shall offer STS users the option to have their voices muted so that the other party to the call will hear only the CA and will not hear the STS user's voice. Waived for CapTel.

(2) Confidentiality and conversation content.

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

CapTel Confidentiality Policy

CapTel CAs adhere to strict policies of confidentiality which comply with all FCC confidentiality requirements. The success of CapTel depends on quality and complete confidentiality as consumers will be less likely to use the service if they feel their personal and professional calls are not kept in the strictest confidence. CapTel CAs do not discuss the contents of captioned calls, caller identifying factors, calling points, or other information about captioned calls other than what is necessary to train other CAs. CapTel CAs are also prohibited from intentionally altering a relayed conversation.

The only information collected is personal information necessary to provide and bill for the Captioned Telephone Service being rendered. Information obtained during a CTS call may be shared with a member of the CapTel management staff who has asked for specific information which may be needed



to clarify technical, policy, emergency, or customer service issues. Information about call content is discussed in a private area only.

The CapTel Service is isolated to assure confidentiality standards are upheld. Equipment and structural accommodations made to the CA workspace ensure the confidentiality of CTS user's calls, preventing the CTS users on one call from overhearing a CA processing another call.

Following is a Confidentiality Agreement that all CapTel Captionists are required to sign prior to taking any live calls.

Confidentiality Agreement

- I will not disclose to any individual (outside of a member of the CapTel management staff) the identity of any caller or information I may learn about a caller (including names, phone numbers, locations, etc.) on any CapTel call.
- I will not act upon any information received while processing a CapTel call.
- I will not disclose to anyone the names, schedules, or personal information of any fellow worker at CapTel Inc.
- I will not share any information about CapTel calls with anyone except a member of the CapTel Inc. management staff in order to investigate complaints, technical issues, etc.
- I will continue to hold in confidence all information related to the work and calls I have performed while at CapTel Inc. after my employment ends.
- I will NOT reveal my Captionist ID number in conjunction with my name unless asked by a member of the CapTel Inc. management staff.
- I will not share with anyone any technical aspect of my position at CapTel Inc. unless asked by a member of the CapTel Inc. management staff.
- I will not talk about consumers or call content with any fellow Captionists.
- I will not listen to or get involved in calls taken by fellow Captionists.

I have read the above Confidentiality Policy and understand a breach of confidentiality will result in disciplinary action up to and including termination of employment at CapTel, Inc. I recognize the serious and confidential nature of my position and therefore promise to abide by these guidelines.

Employee Name _____

Date _____



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

Verbatim

As required by the FCC, our CapTel CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, relay all conversation in real time.

(3) Types of calls.

*(i) Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services. **Waived for CapTel.***

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

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

(iv) Relay services other than Internet-based TRS shall be capable of handling pay-per-call calls.

CapTel Pay-Per-Call

The CapTel service provides handling of pay-per-call calls (to the extent that these services exist), in so far as a consumer's telephone carrier supports billing to pay-per-call services. This is applicable to one-line CapTel. With two-line CapTel, the consumer's telephone carrier routes the voice portion of all calls and the second line is used for captioning.

CapTel N11 Dialing Access

We made three digit dialing available to CapTel users in all Hamilton states. A CapTel user dials the N11 code on their CapTel phone. Based on the CapTel user's incoming ANI, the CapTel platform automatically matches the ANI to the correct N11 10-digit telephone number and places the call for the CapTel user. In order to accomplish this task, we obtained the information to map NPA-NXX information to the correct N11 service center and worked with Captioned Telephone, Inc. (CTI) to integrate into the CapTel platform.



CapTel Network Access

We ensure that the CapTel will allow Captioned Telephone users to place all network call types commonly supported by TRS including intrastate, interstate, and toll-free and pay per call services. The only exception is single line 9-1-1. Because 911 calls placed using one-line Captioned Telephone are **not** routed through the captioning service, this requirement does not apply to CapTel.

End User Billing

On August 5, 2020, the FCC released a Report and Order (FCC 20-105) in which it repealed the equal access and billing option requirements for state program telecommunications relay services (TRS) providers.

CapTel users are not charged for local or long distance calls. We will process CapTel calls free of charge. Because relay is not involved in long distance for 2 line CapTel call users may be billed by their long distance providers for the voice portion of the call.

(v) TRS providers are required to provide the following types of TRS calls: (1) Text-to-voice and voice-to-text; (2) one-line VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; (3) one-line HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO. VRS providers are not required to provide text-to-voice and voice-to-text functionality. IP Relay providers are not required to provide one-line VCO and one-line HCO. IP Relay providers and VRS providers are not required to provide (1) VCO-to-TTY and VCO-to-VCO; (2) HCO-to-TTY and HCO-to-HCO. Captioned telephone service providers and IP CTS providers are not required to provide (1) text-to-voice functionality; (2) one-line HCO, two-line HCO, and HCO-to-TTY, HCO-to-HCO. IP CTS providers are not required to provide one-line VCO.

CTS users place a call in the same way as dialing a traditional phone. As they dial, the CapTel phone automatically connects to a captioning service. When the other party answers, the CapTel phone user hears everything that is said, just like a traditional telephone call.

Voice-In Calls via CapTel

All voice-in calls to the CapTel Captioning Service receive the following voice greeting:

"Thank you for calling the Captioned telephone service. Please enter the area code and phone number of the person you are calling followed by the pound sign."

2-Line Captioned Telephone Service

By using two telephone lines, the CapTel users listen to their conversation on one line while receiving typed text from the captioning service on the other line. 2-Line Captioned Telephone Service truly enhances the functional equivalency and quality of Captioned Telephone Service, including:



- There is no separate telephone number for voice callers to remember because calls are direct between parties; standard phone user's simply dial the user's phone line directly instead of dialing an 800 number and accessing the captioning service.
- 2-Line CapTel supports enhancements that users have purchased from their local telephone company, including call waiting and Automatic Call Back (*69)
- Captions can be turned on or off at any time during the call
- Multiple users in the same location can enjoy a conversation via another extension in the home or office.
- Captioning is available on emergency 911 calls; when calling 911 the 2-Line CapTel users' call is routed through the captioning center allowing the user to receive captions on one line and hear the conversation on the other line.

Requirements for 2-Line CapTel Service

- A CapTel telephone
- Two analog telephone lines with separate telephone numbers are required. The second line cannot merely be an extension line.
- Individuals must configure the CapTel phone in order for 2-line CapTel service to be enabled. It will not automatically switch to 2-Line mode.

Single-Line CapTel versus Two-Line CapTel

	1-Line CapTel	2-Line CapTel
Number of Lines For those with only digital phone service, additional options are available. For more information visit www.hamiltoncaptel.com or call 888-514-7933.	Requires one standard (analog) telephone line or DSL with an analog filter.	Line 1 (voice) can be an analog telephone line or DSL with an analog filter, Digital Cable or VoIP line. Line 2 (captions) must be an analog telephone line or DSL with an analog filter.
How Calls are Managed	Spoken conversations and captions provided through one telephone line.	Spoken conversation is provided on one line; captions are provided on the second line.
Captioning	Captions must be turned on prior to dialing the number to call. A red light indicates that captions are "on".	Captions can be turned on or off at any point in the conversation.



	1-Line CapTel	2-Line CapTel
Outgoing Calls	Outgoing calls are automatically routed through the CapTel call center.	Both incoming and outgoing calls are automatically routed through the CapTel call center.
Calling a CapTel User	People calling the CapTel user must first dial the toll free number for CapTel; then dial the CapTel user's phone number when prompted.	People calling the CapTel user dial that person's number directly.
Calling Features	Call-waiting and automatic call back (*69) are not available.	Call-waiting and automatic call back (*69) can be used.
911 Calls Note that CapTel Captioning Centers are not 911 centers and do not assume responsibility for calls placed through 911.	Calls placed to 911 connect directly to Emergency 911 Services and are not routed through the CapTel call center. Calls are processed as VCO calls whereby the 911 call-taker can hear everything you say, and then types his/her response, which appears on the CapTel display screen. You speak directly into the handset, as you would with any other CapTel call. Note: VCO stands for "Voice Carry Over", a service that allows callers to speak for themselves and read typed responses.	Calls placed to 911 are captioned through the CapTel call center. Spoken conversation is received through one line, while captions are provided through the second line.

711 Via CapTel

We provide voice consumers the ability to call a CTS user by dialing 711 rather than the CapTel 800 number. Voice users can use this on a per-call basis or as an option on the Customer Profile.



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

Call Release is waived for CapTel.

Speed Dialing via CapTel

Speed Dialing, which is built into the CapTel phone's Dialing Directory, allows users to quickly dial frequently called phone numbers and is available to all CapTel users. To speed dial a number that the CapTel user has saved in the CapTel memory, the user simply presses the button next to the "Memory Dial/Redial" arrow. A list of saved numbers along with the last number dialed is displayed. The user then presses the button next to the number they wish to dial again and CapTel dials the number automatically.

Three-way Calling via CapTel

FCC compliant Three-way calling is available to CTS users. A standard telephone user can initiate a three-way call to a CapTel user in the following manner:

The party with three-way calling feature on his/her phone line would hook flash to put the other person on hold, and would then dial the national CapTel voice number and give the CA the CapTel user's telephone number or dial the CapTel user direct if a 2-Line CTS user. All three parties would be joined and the CapTel user would receive captions on the call.

With 2-Line CapTel, the CapTel user can initiate a Three-way call in the same manner that a standard phone user would. The first line works exactly as a regular phone line (able to add another caller) and the second line supports the captions.

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

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

Using Automated (Touchtone) Systems via CapTel

CTS users have access to audiotext, interactive voice response units and answering machines including message retrieval services and can easily receive and/or leave messages on answering machines or voice mail systems with automated menus. The CTS user can press the CapTel number buttons at any time during a call to make selections. The captioning service continuously transcribes what is heard regardless of what the CapTel user is saying or which buttons they press.



Leaving Messages on Answering Machines via CapTel

The CapTel user may begin leaving their message as soon as they see “BEEP” on the display screen or hear the recorded greeting end the same way they would with a regular phone.

Retrieving Voice Mail Messages via CapTel

To retrieve their voice mail, the CapTel user simply calls into their voice mail/answering machine system as a remote caller, and follows the voice mail/answering machine prompts to retrieve the messages.

Captioning External Answering Machine Messages via CapTel

CapTel users can receive captions of voice messages left on an answering machine that is near the CapTel phone. Users press the menu button on the CapTel phone until the “Caption External Answering Machine Messages” is displayed. Users place the CapTel phone handset mouthpiece next to the answering machine speaker, and then play the answering machine message aloud, following the instructions on their CapTel screen. When finished, hanging up the CapTel handset causes the “Caption External answering Machine Messages” feature to go off automatically.

(4)[Reserved]

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



Section 4 Technical Standards

§ 64.604 Mandatory minimum standards.

(b) Technical standards –

*(1) ASCII and Baudot. TTY-based relay service shall be capable of communicating with ASCII and Baudot format, at any speed generally in use. Other forms of TRS are not subject to this requirement. **Waived for CapTel***

(2) Speed of answer.

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

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

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

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

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

(D) The system shall be designed to a P.01 standard.

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

CTS Answer Performance

We and CTI provide adequate staffing, trunking capacity, CA workstations, and equipment capacity to meet the current FCC Standard of 85% of all calls answered within 10 seconds on a daily basis.



Additionally we track the number of CapTel phones distributed to users. Combining this with an average length of each call allows us to predict the number of Captioning Assistants that are needed.

CTS Blockage

We ensure CTS compliance with the P.01 customary TRS industry standard for blockage, which means that no more than one call in 100 will receive a busy signal when calling the Captioning Center at the busiest hour. This will be measured by sampling the number of calls being blocked at a minimum of every 30 minutes during Captioned Telephone operation and will be reported to the State on a monthly basis.

(3) [Reserved]

(4) TRS facilities.

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

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

CapTel Redundancy/Switching System

We provide Captioned Telephone Services (CTS) 24 hours a day, 7 days a week, 365 days a year. Processing CTS calls from thirteen geographically dispersed locations provides a level of redundancy and assurance to our states.

Each CapTel Service Relay Center is equipped with redundant systems for power; utilizing a combination of battery backup, commercial UPS supply, and/or auxiliary generator to supply uninterruptible power to the CapTel Center for a minimum of 8 hours. Redundant systems for power include ACD/telecom switching equipment, call processing servers, data network servers, and LAN gear. Most equipment failures can be corrected without complete loss of service.

It is also important to ensure that equipment and technology is tested and upgraded frequently. CTI has made the following recent changes:

- Replaced servers with ones that have lower power requirements
 - Going “green”
 - Allows for longer power if back-up power is needed
- New servers allow for more robust monitoring to see signs of trouble before it would affect call processing
- Servers and core switching gear are on a sonnet fiber ring at each location
 - 3 diverse fiber networks
- Added a second data center so if one goes down, the other takes over and has the ability to run all CapTel centers



CTI has developed a complete plan for dealing with natural and man-made problems including but not limited to terrorism and phone line cut accidents. The plan, described in detail below, details the level of escalation, which will be employed to deal with the problem and restore service. CTI's plan is designed to ensure that no aspect of relay service is impaired.

CapTel Switching System

The CapTel switching system includes a redundant Central Processing Unit (CPU) on "hot stand-by" to ensure that no calls are dropped due to processor failure. The switching system also includes:

- A full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities
- On-line monitoring
- Real time programming capabilities which will not take the system off-line
- The ability to perform preventative maintenance without taking the system off-line

An inventory of spare critical components is maintained on site to ensure the required levels of service are met.

CapTel Disaster Recovery/Continuity of Operations/Pandemic Plan/Winter Emergency Preparedness Plan/Network and Data Security

Along with our subcontractor, CTI, we have developed contingency plans for maintaining 24/7/365 CapTel operational status. This includes a complete plan for dealing with natural and man-made problems including but not limited to terrorism and phone line cut accidents. The plan details the level of escalation, which will be employed to deal with the problem and restore service. This plan is designed to ensure that no aspect of relay service is impaired.

- In the event of a disaster affecting CapTel centers, we would follow specifically outlined procedures in which we will act immediately to restore service to CapTel users. As an added layer of protection, we will advise CapTel users to dial 711 to use their phone in VCO mode. We will notify the TRS Administrator immediately if a major problem occurs.
- CTI has also developed a Winter Emergency Preparedness Plan for when the CapTel Call Centers are faced with inclement weather that affects the staff's ability to arrive to work.
- CapTel Inc. has installed and maintains a number of different security measures to protect the privacy of CapTel calls, access to CapTel systems, and to protect the integrity and unauthorized access to customer data.
- All CTI centers are interconnected in order to provide back-up service for each other. Equipped with redundant systems for power, switching equipment, call processing servers, data network servers and LAN gear, most equipment failures can be corrected quickly at any CapTel call center, avoiding complete loss of service.
- Additionally, all Hamilton CTS locations are equipped with redundant power systems.



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

Hamilton CapTel Enhancements

We have worked with the Administrators in our CapTel States to seek input on their opinion of CapTel service, identify concerns and pinpoint features or services that they desire to see added to the program.

We are committed to the provision of Captioned Telephone Service and work in many areas in an effort to improve the service and to provide options for Administrators and consumers. Following is a list of our recent enhancements which clearly demonstrate our continued investment in CapTel, our vision of CapTel and our plan to support emerging technology and industry standards.

- **CapTel Seats.** Hamilton was the first to add CapTel seats and workstations in its own call centers. Integrating the latest in telecommunications technology, we now offer greater diversity and redundancy in our call handling - two key components to ensuring a positive call experience for every user.
- **ANI Based Billing for Captioned Telephone Service.** We will provide the State with ANI based billing. This means that the State will only pay for intrastate calls. ANI Based Billing eliminates the need for the unusual usage patterns that would indicate a user is no longer a resident of the State.
- **State-Specific Reporting.** Hamilton was the first to offer this feature. We will continue to provide state-specific CapTel reporting including the following items:
 - state-specific ASA
 - state-specific Service Level with and without abandons
 - state-specific abandon call information
- **Default Amplification Settings.** Several state administrators have shared with us their desire to have a choice in the default amplification settings on CapTel devices. We have worked with CTI to make platform changes that allow a state program to configure the units purchased by the equipment program to have 40 decibel minimum turned on or off based on each state's needs.
- **N11 Dialing Access.** We make three-digit dialing available to CapTel users in all Hamilton states. A CapTel user dials the N11 code on their CapTel phone. Based on the CapTel user's incoming ANI, the CapTel platform automatically matches the ANI to the correct N11 10-digit telephone number and places the call for the CapTel user. In order to accomplish this task, we obtained the information to map NPA-NXX information to the correct N11 service center and worked with CTI to integrate in to the CapTel platform. Hamilton was the first provider to offer this feature.



- Enhanced Winter Preparedness Plan. We worked with CTI to develop a Winter Preparedness Plan to address staff’s ability to arrive to work due to inclement weather. This plan includes providing rides to staff when public transportation is unavailable as well as incentives to work extra hours and even sleeping arrangements at the center
- Spanish Customer Service. With the 840i, 880i or 2400i CapTel phone or with a software upgrade to the 800 model, if the telephone is set to Spanish and the user presses the customer service button, the call will automatically route to the Spanish customer service.
- Spanish Menu Options. Setting the phone to “Spanish” will automatically set the phone menu to Spanish as well. This feature is currently available with the 840i, 880i and 2400i models and is also available with a software upgrade to the 800 model.
- Expanded Customer Service. CTI Customer Service is now available 24 hours a day to ensure that consumers have customer care at all times. On those Holidays that CTI Customer Service is closed, CapTel Customer Service calls are routed to Hamilton Customer Care for processing. CapTel Customers can also call our CapTel Customer Service number, which is also available 24 hours a day seven days a week.
- Intercept Message. We worked with CTI to implement a courtesy intercept message (other than “waiting for captions”) during situations that result in long hold times. The new intercept message says, “Please stay on the line. Your captions will be available shortly.”
- CapTel Technology. It is also important to ensure that equipment and technology is tested and upgraded frequently. Hamilton and CTI communicate frequently and review plans to ensure redundancy, including:
 - Replaced servers with ones that have lower power requirements
 - “Going green”
 - Allows for longer power if back-up power is needed
 - New servers allow for more robust monitoring to see signs of trouble before it would affect call processing
- Servers and core switching gear are on a sonnet fiber ring at each location
- 3 diverse fiber networks

Spanish CTS

Intrastate and Interstate Spanish Language Captioned Telephone Services are available to State CapTel users from 7:00 a.m. to 11:00 p.m. Central Time. To use Spanish CapTel, the user may either call the Spanish CapTel toll-free number or select the Spanish option under the menu settings. Once selected, calls automatically route to a Spanish captioning CA. Voice users dial the Spanish toll-free access number to call a Spanish CapTel user and have the call captioned in the Spanish language.

Setting the phone to “Spanish” automatically sets the phone menu to Spanish as well. This feature is currently available with the 840, 840i, 2400i and 880i models and is available with a software upgrade to the 800 model.



Spanish Customer Service: With the 840i, 2400i and 880i CapTel phone, or with a software upgrade to the 800 model, if the telephone is set to Spanish and the user presses the customer service button, the call will automatically route to the Spanish customer service.

Call-Waiting via CapTel

Call-waiting is supported by 2-line CapTel. When the CapTel user hears (or reads in the captions) the “beep” telling him/her a second call is coming in, the party simply presses the FLASH button on their CapTel phone. The CapTel user’s second caller will be on-line, and the CapTel user will receive captions of the conversation. The CapTel user will still receive captions of their first conversation, if/when they return to the first caller by pressing the FLASH button again.

No charges will be assessed to CapTel users for these local exchange non-basic services beyond what the user pays their LEC for these services.

CapTel Intercept Messages (Emergency Situations)

Intercept messages are provided in the event of a call center evacuation. CTS calls will receive an announcement that says, “Due to an emergency, CAs need to leave the center. Please hang up and try your call later or dial 711 to use TRS VCO.”

CapTel Courtesy Message

While recorded messages at the CapTel Service Center are not typically used to answer incoming CTS calls, voice calls are answered by an automated greeting asking for the telephone number, after which the voice user is placed on hold. This ensures the fastest Captioned Telephone Service possible. However, in the event of longer than typical wait times, CTS calls will receive an announcement that says, “Please stay on the line. Your captions will be available shortly.” Courtesy messages are built into the Captioned Telephone and messages will appear on the telephone's display.

CapTel CAs adhere to the following minimum standards:

- The CapTel CA shall be trained to caption the words spoken by the hearing party as accurately as reasonably possible without intervening in the communications. The CA is permitted to provide background noise identification;
- The CapTel CA shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential;
- The CapTel CA shall be required to meet the FCC standards for TRS minimum transcription speed;
- The CapTel CA shall not limit the length of a call and shall stay with the call for a minimum of ten minutes when answering and placing a call;
- CapTel personnel will have the requisite experience, expertise, skills, education, knowledge and training to perform CapTel Services in a professional manner.
-

CapTel CA Counseling

If a Captionist feels the need to “vent” about a call due to problems, complaints or stress from handling a call they may ask to speak to a Supervisor or other member of management in a private area. CapTel



CAs also have access to counseling when needed. In situations that require counseling it is necessary that the confidentiality of each call remains intact. However, general call information may be shared to clarify, vent, or teach.

\$75 Self-Purchase Program for Customers

If so desired, we will provide CapTel phones for just \$75.00 (normally a retail value of \$495) to consumers directly. End users can make use of a 90-day trial period, which guarantees that if they are not entirely happy with CapTel, they can return the phone for a full refund within 3 months. To obtain a CapTel phone, end users simply submit a completed order form to WCI (Weitbrecht Communications, Inc.) which we will make available via the CapTel website and through our Customer Care Department.

\$75 State Equipment Distribution Program

We have received a great deal of feedback from Administrators in the States we provide CapTel Service asking that \$75 phones be made available to state equipment distribution programs. We have arranged with WCI to offer CapTel devices to State Equipment Programs as part of the per-minute rate. .

Ultratec Limited Warranty

The \$75 price includes a 5-year limited warranty (no additional extended warranties)

- If customer calls with a problem that requires repair, Ultratec will send a replacement like-new CapTel unit to the customer at no cost.
- The customer packs the old CapTel in the same box and sends back to Ultratec (at no cost).
- The Customer keeps replacement unit as their new CapTel phone to use.
- Phones that come in are repaired and re-issued as part of the Replacement Program.

Internet Protocol CapTel Service (IP CTS)

We provide FCC compliant IP CTS whereby users have the option of receiving captions on a CapTel phone, PC/Mac, Smartphone or Tablet. Hamilton CapTel offers a complete suite of solutions for home, office and mobile telephones that provide real-time, word-for-word captions of everything that is said during a call.

We will continue to meet all FCC requirements in operating our IP CapTel and will abide by all FCC requirements and waivers. Today, the Interstate TRS Fund is paying for IP CapTel Service minutes.

CapTel 840i

The CapTel 840i uses your telephone service to provide voice and a high-speed internet connection to provide captions. The 840i has the following enhanced features:

- Extra-large, high resolution 7” captions window with adjustable font sizes and colors
- Built-in Answering Machine shows the captions of voice messages
- Time stamps Answering Machine messages and conversations
- One-touch access to the CapTel Help Line - 24 hours a day, 7 days a week (a dedicated button automatically connects the user to Customer Service)
- Phone Book allows for storage of 97 names and numbers

- Adjustable volume control (up to 40dB gain) for captioned calls. AES encryption for optimal security and privacy
- Speed dial keys for one-touch dialing of frequently called numbers
- Wi-Fi compatible for use anywhere in range of the user's wireless network.

CapTel 2400i

We offer the 2400i for those individuals that prefer a touch-screen navigation for on-screen menus. The 2400i has a larger size and feel of a modern business phone and has the following enhanced features:

- Large, 10" touch-screen display
- Multiple font sizes and colors
- Captions can be turned on/off as needed
- Custom tone control for optimal hearing
- Built-in Answering Machine with captions
- One-touch access to CapTel Customer Service
- Phone Book allows for storage of 97 names and numbers
- Speed dial keys for one-touch dialing of frequently called numbers
- Dial-by-Photo capability
- Wi-Fi compatible for use anywhere in range of the user's wireless network.
- Built-in speaker phone with adjustable volume for hands-free calling
- Bluetooth connectivity



CapTel 880i

The 880i's extra-large font sizes & display options are ideal for people with low vision, who have difficulty viewing standard-sized captions. The 880i has the following enhanced features:

- Extremely large display screen
- Extra-large font sizes/options for optimal viewing
- Captions can be turned on/off as needed
- Callers dial CapTel user's number directly
- Built-in Answering Machine
- One-touch access to CapTel Customer Service
- Phone book to store frequently called numbers (95+ names)
- Wi-Fi compatible for use anywhere in range of the user's wireless network.
- Speed dial keys for one-touch dialing of frequently called numbers



CapTel 840 PLUS

The CapTel 840 PLUS has the flexibility to meet users' telephone needs with just one device - whether they have traditional analog lines or IP telephone lines. This product helps address user issues if their telecommunications provider moves to a VoIP platform.

CapTel 880iB

Also referred to as “Braille CapTel”, the 880iB is specifically designed for braille readers who have difficulty hearing over the phone, braille CapTel users can read word-for-word captions on a dynamic braille display.

With Braille CapTel, the user connects their Braille display reader (sold separately by other vendors) to the CapTel 880iB via Bluetooth or with a USB cable. During their calls, the CapTel 880iB displays captions of everything the caller says on the Braille display for the user to read in Braille.



Braille CapTel users can read captions at their own speed, scrolling through captions using the buttons on the braille device. The Braille CapTel phone works with a headset, neck loop or T-coil for hands-free use.

Hamilton CapTel For Business™, Interconnected by Tenacity

Exclusively from Hamilton is a CapTel solution, designed specifically for the workplace. Hamilton CapTel for Business allows businesses to seamlessly integrate CapTel into the Cisco® VoIP environment through the installation of the Hamilton CapTel phone application. No additional equipment is required.



Designed to work at work, business professionals using Hamilton CapTel for Business experience a familiar, natural flow of conversation – with the added clarity of word-for-word captions – even on conference calls!

Hamilton Web and Mobile CapTel

Hamilton Mobile CapTel allows users to use an iOS or Android mobile device to place and receive calls with captions. Hamilton Web CapTel allows users to use their computer to place and receive calls with captions.

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

True Caller ID via CTS

CapTel users are provided with True Caller ID which passes along the 10-digit number of the person calling, consistent with FCC requirements. The actual identity of the Calling Party is presented to the Called Party’s Caller ID box (True Caller ID). However, if the Calling Party blocks their Caller ID, the Called Party does not receive Caller ID information, functionally equivalent to a normal telephone call. Caller ID information of the Called Party is shown on the CapTel display screen.



*(7) STS 711 Calls. An STS provider shall, at a minimum, employ the same means of enabling an STS user to connect to a CA when dialing 711 that the provider uses for all other forms of TRS. When a CA directly answers an incoming 711 call, the CA shall transfer the STS user to an STS CA without requiring the STS user to take any additional steps. When an interactive voice response (IVR) system answers an incoming 711 call, the IVR system shall allow for an STS user to connect directly to an STS CA using the same level of prompts as the IVR system uses for all other forms of TRS. **Waived for CapTel.***



Section 5 Functional Standards

§ 64.604 Mandatory minimum standards.

c) Functional standards —

(1) Consumer complaint logs.

(i) States and interstate providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.

CapTel Customer Service

CapTel Customer Service is available through the following toll-free numbers, which are accessible from anywhere in the United States:

- 888-269-7477 Captioned Telephone
- 866-670-9134 Captioned Telephone (Spanish-to-Spanish)

CapTel Customer Service is staffed 24 hours a day including weekends except for the following holidays: Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas, New Year's Day and Easter. On those holidays CTS customer service calls are routed to Hamilton Customer Care based on ANI. Expression of concerns and requests for assistance can be submitted via email, phone, or fax. CTS Customers can also call Hamilton Customer Care directly, which is available 24 hours a day seven days a week, 365 days a year.

Spanish Customer Service: With the 840i, 880i or 2400i CapTel phone, if the telephone is set to Spanish and the user presses the customer service button, the call will automatically route to the Spanish customer service.

Traffic and Customer Service Reports

The State will receive our invoice and monthly traffic reports, including complaint data, by the 21st of each month. Our reporting package will capture CTS activity for the previous month and will include the reports delineated in Appendix A.

Our reports are electronically produced and automatically tracked through our switching and billing systems.

CTI reports all complaints to our Customer Care Department. Complaints, including their resolution, are logged in our Customer Care database and retained throughout the life of the contract or until the next application for certification is granted.



We report all complaint activity to the State monthly. This report includes:

- The number of customer service inquiries categorized by topic areas
- A separate log of complaints and compliments with the date the complaint or compliment was logged
- The nature of the complaint or compliment
- The date of resolution and how it was resolved
- A Record ID number to enable the State to quickly and easily identify the details of those particular complaints

(ii) Beginning July 1, 2002, states and TRS providers shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the Commission by July 1 of each year. Summaries of logs submitted to the Commission on July 1, 2001 shall indicate the number of complaints received from the date of OMB approval through May 31, 2001.

We provide each of our states with Complaint Log Summaries indicating the number of complaints received for the previous 12-month period, ending May 31. These logs are delivered to our states' regulatory body by June 15th each year in order to submit them to the FCC by July 1st.

(2) Contact persons. Beginning on June 30, 2000, State TRS Programs, interstate TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intrastate TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following:

(i) The name and address of the office that receives complaints, grievances, inquiries, and suggestions;

(ii) Voice and TTY telephone numbers, fax number, e-mail address, and web address; and

(iii) The physical address to which correspondence should be sent.

Hamilton has submitted the following individual to the FCC as a contact person for CTS consumer information and complaints about Hamilton's service.

Dixie Ziegler, Vice President
Hamilton Relay, Inc.
1006 12th Street
Aurora, NE 68818
Voice/TTY: 402-694-5101
Fax: 402-694-5037
E-mail: dixie.ziegler@hamiltonrelay.com
Website: www.hamiltonrelay.com



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

Partial Awareness Program

Should the State desire a CTS outreach program, Hamilton offers a relay awareness program at an additional cost and upon request. This pricing option contains the following elements:

- 2 virtual events annually upon request
- CapTel brochure
- Newsletter via electronic distribution
- Bill Inserts (sent annually to all telephone companies in the state via electronic distribution)
- Directory Pages (sent annually to all telephone companies in the state via electronic distribution)
- Hamilton Relay Awards
 - Community Leader Award – one available in each contracted state
 - National Community Leader Award
 - One awardee selected from each of the state award recipients
 - Hamilton Relay High School Scholarship
- State Relay Website

With Hamilton CapTel, Hamilton is making equal access to all individuals a reality, wherever they are.