

RCA No. 750 Original Sheet No. Title

Cancelling Sheet No. _____

TELECOMMUNICATIONS RELAY SERVICE

REGULATIONS AND SCHEDULE OF CHARGES FOR
Telecommunications Relay Service
between points in Alaska

Sprint Communications Company L.P.
6450 Sprint Parkway
Overland Park, Kansas 66251

Sprint Communications Company L.P.
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Tariff Advice No. 1-750

Effective: July 1, 2013

Issued by: Sprint Communications Company L.P.
6450 Sprint Parkway
Overland Park, Kansas 66251

By: Ann Thompson

Title: Tariff Analyst II

TELECOMMUNICATIONS RELAY SERVICE

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EXPLANATION OF SYMBOLS

- (C) - To denote a changed condition or regulation.
- (D) - To denote a discontinued rate, regulation or condition.
- (I) - To denote an increase.
- (L) - To denote that material has been relocated from or to another sheet or place in the tariff with no change in text, rate, rule or condition.
- (N) - To denote a new rate, regulation, condition, or sheet.
- (R) - To denote a reduction.
- (S) - To denote a reissued matter.
- (T) - To denote a change in text for clarification purposes.
- (Z) - To denote a correction.

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TELECOMMUNICATIONS RELAY SERVICE

1. Application of Tariff

1.1 Application of Tariff

This tariff applies to Telecommunications Relay Service (TRS) provided points within the State of Alaska. This service is furnished by Sprint Communications Company L.P. for the hereafter referred to as “Sprint” or “the Company”.

1.2 Tariff Availability

This tariff is maintained at the locations listed below; and on the Company’s website.

Regulatory Commission of Alaska
701 West Eighth Avenue, Suite 300
Anchorage, AK 99501-3469

Sprint Communications Company L.P.
6450 Sprint Parkway
Overland Park, KS 66251
www.sprint.com/tariffs

This Tariff commences on the effective date of this Tariff and will continue for a period of five (5) years, unless earlier terminated or modified in accordance with this Tariff. This tariff may be extended at the discretion of the Commission, subject to the mutual agreement of Sprint.

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TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions

2.1 Use of Services

2.1.1 Acceptable Use Policy

If State purchases Products or Services, State must conform to the acceptable use policy posted at www.sprint.com/legal/agreement.html as reasonably amended from time to time by Sprint.

2.1.2 Abuse and Fraud

The State will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via State's facilities.

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2. Terms and Conditions (Continued)2.2 Termination of Services2.2.1 Sprint's Right to Terminate

- A) Sprint may suspend or terminate Products or Services immediately if:
- (1) State fails to cure any material breach within 30 days after receiving Sprint's written notice of such breach;
 - (2) State provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services;
 - (3) State fails to comply with applicable law or regulation and State's noncompliance prevents Sprint's performance.
- B) If Sprint terminates under this Sprint's Right to Terminate section, State will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date.

2.3 Force Majeure

Neither party will be responsible for any delay, interruption or other failure to perform under this Tariff due to acts or events beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

2.4 Warranties

Except as otherwise provided herein, Products and Services are provided "as is." Sprint disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for fitness for a particular purpose and warranties related to equipment, material, services or software.

TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions (Continued)2.5 Limitation of Liability2.5.1 Direct Damages

Each party's maximum liability for damages caused by its failure(s) to perform its obligations is limited to:

- A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or
- B) proven direct damages for all other claims arising, not to exceed in the aggregate, in any 12 month period, an amount equal to State's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. State's payment obligations and Sprint's indemnification obligations are excluded from this provision.

2.5.2 Consequential Damages

Neither party will be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

2.5.3 Unauthorized Access / Hacking

Sprint is not liable for unauthorized third party access to, or alteration, theft, or destruction of State's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint's network transmission facilities or State premise equipment.

TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions (Continued)2.5 Limitation of Liability (Continued)2.5.4 Content

Sprint is not responsible or liable for the content of any information transmitted, accessed or received by State through Sprint's provision of the Products and Services, excluding content originating from Sprint.

2.5.5 Sprint Disclaimers

Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from:

A) The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to State, including, but not limited to, claims:

- 1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; or
- 2) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or
- 3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content.

B) State's breach of the licensing requirements in the Software License section; or

C) State's failure to comply with any provision of the Use of Products and Services section; or

D) Sprint's failure to pay any tax based on State's claim of a legitimate exemption under applicable law.

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TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions (Continued)

2.6 Dispute Resolution

2.6.1 Jury Trial Waiver

The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of an Order. This subsection survives the termination.

2.6.2 Arbitration

If the parties mutually agree, any dispute may be finally settled by arbitration, including claims relating to the negotiations. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in Kansas City, MO metropolitan area. If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to Non-Domestic Products or Services is New York, NY, USA. No arbitration proceedings will not include class action arbitration.

2.7 Privacy

Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

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TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions (Continued)

2.8 Definitions

American Sign Language (ASL): The term "American Sign Language" denotes a visual language based on hand shape, position, movement and orientation of the hands in relation to each other and the body.

Billable Minutes: The term "Billable Minutes" means the time period measured in minutes beginning from the point when a CA connects to an incoming relay call until the moment the CA disconnects from the last party to the call. Billable minutes also include incomplete calls that do not reach the intended party; e.g., busy, no answer, or wrong number. Billable minutes include call set-up and wrap-up, but do not include the time in queue.

Captioned Telephone (CapTel): The term "Captioned Telephone (CapTel)" denotes a form of Telecommunications Relay Service utilizing specialized telephones with a text display capable of showing a hearing impaired user a transcript of what is being said by the other party.

Communications Assistant (CA): The term "Communications Assistant (CA)" denotes a person who transliterates conversation from text to voice and from voice to text between two end users of TRS.

Enhanced Turbo Code (E-Turbo): "Enhanced Turbo Code (E-Turbo)" is technology that allows users with E-Turbo equipped TTY s to automatically submit dialing and call set-up instructions when they call into the relay center, thus expediting the call set-up.

Exchange: The term "Exchange" denotes a unit established by a local exchange carrier for the administration of communication service in a specified area which normally embraces a city, town or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing communication service within that area.

TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions (Continued)2.8 Definitions (Continued)

Exchange Area: The term "exchange area" denotes the territory served by an exchange.

Federal Communications Commission (FCC): The "Federal Communications Commission (FCC)" is an independent United States government agency, directly responsible to Congress. The FCC is charged with regulating interstate and international communications by radio, television, wire, satellite and cable for the fifty states, the District of Columbia and U.S. possessions.

Hearing Carry Over (HCO): The term "Hearing Carry Over (HCO)" denotes a reduced form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation.

Immediately Available Funds: The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account for which funds are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve Bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins and U.S. Postal Money Orders.

Interexchange Carrier (IXC): The term "Interexchange Carrier (IXC)" denotes any individual, partnership, association, joint-stock Company trust, government entity or corporation engaged for hire in interstate and/or intrastate communication by wire or radio, between two or more exchanges.

Internet Relay: The term "Internet Relay" denotes an alternative method of accessing Telecommunications Relay Service. Persons using Internet Relay can initiate TRS on their computers or wireless devices and do not have to purchase TTY devices. This service is reimbursed through the TRS Interstate Fund. Sprint currently offers this service to Alaska users via web-page www.sprintIP.com, instant messaging applications and downloadable wireless applications.

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TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions (Continued)2.8 Definitions (Continued)

Local Exchange Carrier (LEC): The term "Local Exchange Carrier (LEC)" denotes a company which furnishes local exchange telephone service.

Local Exchange Service: The term "Local Exchange Service" denotes communication service provided by local exchange carriers in their exchange areas.

Multi-line Business Subscriber: The term "Multi-line Business Subscriber" denotes a business subscriber that maintains more than one business telephone line from the serving local exchange carrier.

Product(s): The term "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to State by or through Sprint as a separate item from, or bundled with, a Service.

Service(s): The term "Services" means wireline and wireless business communications services, including TRS Services, basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to State by or through Sprint under this Tariff, excluding Products.

Single-line Business Subscriber: The term "Single-line Business Subscriber" denotes a business subscriber that maintains only one business telephone line from the serving local exchange carrier.

Spanish to Spanish Relay Service: The term "Spanish to Spanish Relay Service" denotes a form of relay service that allows a person with hearing or speech disabilities who uses Spanish to communicate with voice telephone users in Spanish through a CA who is fluent in Spanish.

Speech to Speech (STS) Relay Service: The term "speech to speech relay service" refers to a TRS offering for speech-impaired users. Specialized STS training is provided to CAs who listen to the speech-impaired consumer and speak on behalf of the customer with a speech-disability.

TELECOMMUNICATIONS RELAY SERVICE

2. Terms and Conditions (Continued)2.8 Definitions (Continued)

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

Text Telephone (TTY): The term "Text Telephone (TTY)" denotes a machine that employs graphic communication in the transmission of coded signals through a wire or a radio communication system.

Universal Access Surcharge (UAS): The term "Universal Access Surcharge (UAS)" denotes the rate set by the Regulatory Commission of Alaska to fund telecommunications relay service in the state. The surcharge is collected from each customer of local exchange carriers by local exchange carriers.

Voice Carry Over (VCO): The term "Voice Carry Over (VCO)" denotes a reduced form of TRS where a person with a hearing disability is able to speak directly to the other end user. The CA types the response back to the person with the hearing disability. The CA does not voice the conversation.

Voice Carry Over Direct (VCO Direct): The term "Voice Carry Over Direct (VCO Direct)" allows a VCO user to dial a state toll free VCO number to access a CA who has extensive training in handling VCO calls. In Alaska, users dial (800)770-6108 for VCO Direct.

TELECOMMUNICATIONS RELAY SERVICE

3. Service Description

3.1 Service Description

Telecommunications Relay Service (TRS) permits deaf, hard-of-hearing and/or speech-impaired individuals who use a text telephone (TTY), or its equivalent, to communicate with persons who do not use a TTY, and vice-versa. Persons originating a call, whether by voice or TTY, reach a Communications Assistant (CA) via a toll-free number. The CA establishes the call and relays the conversation back and forth between the parties.

Sprint's Outreach Program provides educational programs, telecommunication accessibility equipment and assistance to Alaska consumers. It provides consumers with information related to TRS and Captioned Telephone (CapTel), including the use of the three-digit dialing code 7-1-1 to access TRS, and emphasizes the benefits of TRS. This is accomplished through business to business telephone outreach as well as presentations to businesses and groups, initiated by Sprint, and through responses to requests from individuals.

TRS is offered statewide on a twenty-four (24) hours per day, seven (7) days per week basis.

3.2 Service Area

TRS is provided throughout the State of Alaska.

TELECOMMUNICATIONS RELAY SERVICE

4. Provision of Telecommunications Relay Service

4.1 General Regulations

The following regulations apply in the provision of Telecommunications Relay Service (TRS):

- The content of any conversations between the calling and the called party are strictly confidential, and no written or electronic script will be kept beyond the duration of the call.
- Communications Assistants will not limit the number of calls.
- This service is a telecommunications relay service and not a telephone answering, referral or message service. The Communications Assistant will not accept messages for the called party when a busy or no answer condition is encountered.
- Communications Assistants are prohibited from intentionally altering a relayed conversation unless specifically requested by the caller.
- Communications Assistants will not tolerate obscenity directed at them. Callers using obscenity may be transferred to a supervisor of the relay service to determine why the caller is using obscenity and to explain that this is inappropriate. The caller who persists in using obscenity will be disconnected by the supervisor.

TELECOMMUNICATIONS RELAY SERVICE

4. Provision of Telecommunications Relay Service (Continued)

4.1 General Regulations (Continued)

The following regulations apply in the provision of TRS: (Continued)

- Emergency calls will be handled using Enhanced 911 (E911) services as required by the FCC.
- Service must meet the minimum requirements of the FCC regulations governing TRS.

4.2 Text Telephone (TTY) Distribution

A) Documentation required

Up to 120 free text telephones (TTYs) or Captioned Telephones annually are provided to customers who are deaf, hard-of-hearing, or speech-impaired, who are residents of the State of Alaska. In order to qualify for TTYs, customers must provide the following documentation:

(C)
(C)

- 1) written verification that certifies them as deaf, hard-of-hearing, or speech-impaired. The verification can be obtained from an audiologist or the Alaska Department of Education, Division of Vocational Rehabilitation (DVR).

TELECOMMUNICATIONS RELAY SERVICE

4. Provision of Telecommunications Relay Service (Continued)

4.2 Text Telephone (TTY) Distribution (Continued)

A) Documentation required (Continued)

- 2) proof of residency in the State of Alaska. (D)

- B) The customer is liable for damages caused due to his/her negligence and will be liable for repair and equipment charges. When a TTY or CapTel phone needs repair due to malfunction not caused by customer negligence, a TTY unit or CapTel phone will be issued to the customer.

4.3 Other TRS Equipment Distribution

Other TRS equipment, such as iPads, amplified phones, and flashers, may be available to qualifying customers. Information regarding this equipment and its availability can be obtained by contacting the Sprint Relay Customer Service at (800)676-3777 (TTY or Voice); (877)877-3291 (Fax); or SprintTRSCustServ@sprint.com (Email), and on the Alaska Relay website <http://www.alaskarelay.com/>. Refer to Section 7 for other TRS equipment available.

TELECOMMUNICATIONS RELAY SERVICE

4. Provision of Telecommunications Relay Service (Continued)

4.4 Complaint Resolution Procedures

When a complaint regarding service, equipment distribution or the educational outreach program is filed by a customer, the following complaint resolution procedures will be followed:

- A Customer Contact form is completed and forwarded to the Relay Program Manager. The Customer Contact form includes: a tracking number, the date the complaint is filed, the nature of the complaint, the date of the complaint resolution and an explanation of the complaint resolution. The Relay Program Manager is responsible for tracking all technical and miscellaneous complaints and follow-up with customers on resolutions.
- If the complaint concerns a specific CA, an Operations Supervisor follows up and resolves the complaint. The role of the supervisor is to: accept all types of complaints; handle all service type complaints; resolve complaints with CAs and resolve complaints with customers.
- If the complaint concerns a specific technical issue, a trouble ticket is filed and ticket number is documented on the Customer Contact form. The trouble condition will be investigated and resolved by the site technician.
- The Relay Program Manager tracks all commendations and complaints and, on a monthly basis, sends copies of related Customer Contacts to the Regulatory Commission of Alaska.
- If a consumer feels a complaint has not been resolved to his/her satisfaction, he/she may refer the problem to the Regulatory Commission of Alaska.

TELECOMMUNICATIONS RELAY SERVICE

4. Provision of Telecommunications Relay Service (Continued)

4.4 Complaint Resolution Procedures (Continued)

- By July 1 of each calendar year, Sprint will submit a copy of a twelve (12) month period (June 1 - May 31) complaint log as well as a summary of the complaints. This report will also be filed with the FCC to meet customer contact reporting requirements.

4.5 Charges Related to the Provision of TRS

The calling or called party shall bear no charges for the calls originating and terminating in the same local exchange area. If the call is a long distance call, it is rated as a call from the originating telephone number (calling station) to the terminating telephone number (called station).

When placing a long distance call, the customer has a choice of using his/her pre subscribed long distance carrier or another certificated long-distance carrier that is a member of the Company's Subscriber Carrier of Choice program.

Customers are responsible for the payment of any long distance charges to each long distance carrier. Payment arrangements and regulations as described in the respective long distance carrier's tariff will apply.

TELECOMMUNICATIONS RELAY SERVICE

5. Funding of Telecommunications Relay Service

5.1 Universal Access Surcharge (UAS)

Telecommunications Relay Service is funded by the Universal Access Surcharge (UAS), a surcharge applied to all telephone access lines in the State of Alaska.

The Regulatory Commission of Alaska will periodically determine the amount of surcharge to be collected from each customer of local exchange carriers (LECs). The surcharge may be adjusted by the Commission during the year if it is demonstrated by Sprint that adjustments are necessary. The responsibility for billing and collecting the UAS rests with LECs.

5.2 Provider Compensation

Sprint receives the surcharge revenue from LECs on a monthly basis. These revenues are placed in a surplus revenue account (a/k/a the Alaska TRS Fund) from which Sprint draws compensation for providing TRS in the State of Alaska. The compensation is based on billable minutes in a given month for TRS, CapTel and STS. Sprint collects a flat monthly fee for Outreach Programs, Equipment Distribution Program, Alaska TRS Fund Billing and Collections, and Program Manager Support (including travel). Sprint's charges for these services are contained in Section 6.1 of this tariff. (T)

TELECOMMUNICATIONS RELAY SERVICE

5. Funding of Telecommunications Relay Service (Continued)

5.3 Payment Arrangements

Payment by LECs to the Company of surcharge revenue collected from telephone subscribers is due on the tenth (10th) calendar day of each month or the next working day if the 10th falls on a Saturday, Sunday or a bank holiday. LECs shall send the payment along with a report showing the number of residential lines, single-line business lines, and multi-line business lines to which the surcharge applies. The report shall also include the number of uncollectible surcharges and the number of surcharges collected from previous months' uncollectibles, separated by each month.

Payment shall be considered delinquent if it is not made by the due date. Payment shall be made by wire transfer or Electronic Funds Transfer (EFT) directly to the Company's bank account.

If EFT is not feasible, payment will be made by check mailed prior to the due date with "immediately available funds" as defined in Section 2.8.

5.4 Late Payment Penalties

If payment is not received electronically or in immediately available funds on or before the due date as specified in Section 5.3, a one-time, one percent (1 %) late payment, plus interest at the rate of .000287 per day, calculated on the total collected amount, will be charged. (For example: if a LEC was late in payment for the surcharges collected from ninety (90) customers out of one-hundred (100) customers, interest and penalty charges would be assessed for the amount collected from the 90 customers plus any amount collected from previous months' uncollectibles.)

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TELECOMMUNICATIONS RELAY SERVICE

6. Rates for Telecommunications Relay Service

6.1 Rates for Services

	<u>Charge to TRS Fund</u>	<u>Charge to Customer</u>
TRS	\$1.65 per Billable Minute	Not Applicable* (I)
STS	\$1.65 per Billable Minute	Not Applicable* (I)
CapTel	\$1.85 per Billable Minute	Not Applicable* (I)
Fixed Expenses@	\$19,500 per Month#	(I)

* The customer is separately responsible for fees and charges for non-local calling. See Section 4.5.

This Monthly Recurring Charge is good from July 1, 2018 to June 30, 2023. (C)

@ Fixed Expenses include Outreach Program, Equipment Distribution Program, Alaska TRS Fund Billing and Collections and Program Manager Support (including travel)

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- 7. Other TRS Equipment (N)
- 7.1 FY2017 iPad/Tablet Distribution Pilot Program (N)
- 7.2 FY2018 iPad/Tablet Distribution Pilot Program (N)

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By: **Margaret Prendergast**

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