

# **Telecommunications Access for Communications- Impaired Persons**

## **Second Annual Report to the Minnesota Public Utilities Commission**

**February 10, 1989**

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## TABLE OF CONTENTS

	PAGE
I. Introduction.....	1
II. Program Administrator.....	1
A. Special Subcommittee Organized .....	1
B. Permanent Selection .....	4
III. Message Relay Service .....	5
A. Consultant's Report.....	5
B. Policy Guidelines Established.....	6
C. MRS Operation .....	9
D. Telephone System.....	10
E. Implementation Schedule.....	11
IV. Equipment Distribution Program .....	11
A. Legislative Changes .....	12
B. TACIP/DSD-DHS Interagency Contract.....	13
C. Implementation Schedule.....	14
D. Emergency Eligibility Rules .....	15
V. Economic Impact Study.....	15
VI. Financial Status .....	16
A. Docket.....	16
B. Current and Projected Budget.....	17
C. Surcharge Requirement.....	18
VII. Summary.....	19

### List of Attachments

- Attachment 1: Roster of TACIP Board Members
- Attachment 2: MRS Consultant's operator and traffic projections
- Attachment 3: MRS Consultant's policy and procedure recommendations
- Attachment 4: TACIP/D.E.A.F. Contract
- Attachment 5: D.E.A.F. Operations Manual
- Attachment 6: TACIP Administrative Structure
- Attachment 7: TACIP/DSD-DHS Interagency Agreement
- Attachment 8: TACIP Equipment Distribution Program
- Attachment 9: Request for Proposal for Economic Impact Study



## **I. Introduction**

On May 19, 1987, Governor Rudolph G. Perpich signed the Telecommunications Access for Communication-Impaired Persons (TACIP) bill into law, Minn. Stat. § 237.50-.56 (1987). The new law created the TACIP Board as a state agency with the task of improving access to telephone communication services for those with communication impairments. The TACIP law was amended on April 25, 1988 to transfer responsibility for the Equipment Distribution Program to the Department of Human Services. Further information on this amendment is available in Part IV(A) of this report.

The overall goal of the TACIP program is to help make telephone services for communication-impaired people as accessible as they are for people without communication impairments. Before TACIP, a communication-impaired person desiring telephone access would need to spend \$300-\$500 to obtain special telecommunications equipment. Formerly, people using Telecommunication Devices for the Deaf (TDDs) could only communicate directly with other TDD users. Through the widespread distribution of this equipment and the message relay service, TACIP will provide equal access between the communication-impaired community and the non-communication-impaired people.

### **Membership**

There were several appointments to the TACIP Board during the year to replace those who were no longer able to serve. See Attachment 1 for the roster of current Board members, as well as significant developments made by the Board during the calendar year 1988.

## **II. Program Administrator**

Patrick Wolf began employment as Acting Program Administrator on November 10, 1987. In April, Mr. Wolf announced his plans to leave this position. The Board created an interview subcommittee in May to conduct a nationwide search for qualified candidates for the unclassified position of Program Administrator.

### **A. Interview Subcommittee Organized**

#### **1. Members**

On June 9, 1988 Robert Cook, Chair, announced the appointment of the following people to the TACIP Program Administrator Search subcommittee: Paul Hoff; Joanne Anderson; Ruby Vine, President, Minnesota Association of Deaf Citizens; Pat Wolf, Acting Program Administrator, Ex Officio; and himself. The primary tasks of the Interview Subcommittee were to: review applicant qualifications, select finalists, interview finalists, and recommend the most qualified candidate to the Board.



## 2. Selection Criteria

A system for evaluating resumes and determining the best candidates for the Program Administrator position was developed and approved by the Interview Committee and the Board. The Committee authorized the acting Program Administrator to evaluate work experience, educational background and special skills using a point system. "Special skills" were defined as management skills, communication skills, knowledge of non-verbal communication, deaf culture, regulatory process, legislative process, and lobbying experience.

There were two applicants for the temporary Program Administrator position. The Interview Committee recommended and the Board approved the hiring of Curt Micka for this position effective August 29. The Board also retained Jon Loe as a consultant to assist Mr. Micka with the message relay implementation, the review of bids for Economic Impact Study, and with the preparation of an outline of the 1988 TACIP Annual Report to the Public Utilities Commission. The temporary TACIP Administration structure was approved by the Board as follows:

Jon Loe		Curt Micka
Background:	Telecommunications	Communication Impairments, Law
Interests:	Relay Service	Budget Management Board Meetings/Policy Public Relations
Responsibilities		
Max Time Available:	10 Hours/Week	25 Hours/Week
<b>Relay Implementation (75%)</b>		<b>Budget Management (15%)</b>
- Evaluate bids for relay operation		- Sign invoices, expense reports, etc.
- Develop contracts for relay operation		- Monitor status of TACIP fund
- Monitor design of relay center		<b>Monitor the Dist. Program (10%)</b>
- Provide liaison with Dept. of Administration		- Develop/distribute satisfaction survey
<b>Impact Study (15%)</b>		- Review progress and procedures of DSD
- Evaluate bids		<b>Develop Work Plans (5%)</b>
<b>'88 Report to PUC (10%)</b>		- Schedules and plans for completing TACIP tasks
- Prepare outline		<b>Public Relations/Publicity (40%)</b>
		- Prepare articles for newsletters
		- Distribute brochures
		- Coordinate training/information sessions
		- Respond to calls, correspondence
		<b>Arrange and staff meetings (30%)</b>
		- Research issues of concern
		- Prepare and distribute materials and recommendations
		- Arrange location, interpreters
		- Take notes at meetings

In the meantime, the national search for a permanent Program Administrator was announced with July 22 as the deadline for submitting a cover letter and a resume. A timeline for the search was also developed as follows:

May 17	TACIP Board Chair appoints Interview Committee, approves substance of new position description.
May 19-26	Administrator plans advertising campaign. New position description sent to DOER.
June 1-3	Notices of vacancy and copies of the position description are mailed to various state and national organizations.
June 9	Board approves evaluation criteria.
June 10-July 19	Notice of vacancy appears in targeted publications. Resumes are received.
July 22	Application period for the position is closed. Interview Committee meets to review applications and choose applicants to interview.
Aug. 29-Sept. 2	Committee interviews candidates.
August 26	Pat Wolf resigns as acting program administrator.
September 8	Board identifies the most qualified applicant, and makes offer of employment.
November 29	New program administrator officially begins work.

The Interview Committee received 67 applications. The field was narrowed down to ten and then finally to four. The four finalists were invited to an interview the week of August 29-September 2. One finalist decided to withdraw from the interview. The Board approved the Interview Committee's final recommendation on September 8, 1988.

### 3. Position Description

The Board and the State Department of Employee Relations approved the Program Administrator position description. The principal responsibilities and tasks include:

- a) Development and implementation of a work plan so that adequate direction and efficient systems and procedures are established to distribute communication devices and to maintain a message relay service.



- b) Development and monitoring of an interagency agreement with the Department of Human Services to distribute communication devices to communicatively-impaired persons so that all eligible persons have access to communication devices.
- c) Drafting of rules necessary to clarify eligibility guidelines and distribution procedures.
- d) Monitoring the operation of the Statewide Message Relay Service.
- e) Administering of the TACIP budget so that funds are available to operate the Board and to provide program services.
- f) Preparation of the annual reports to the Public Utilities Commission.
- g) Coordination and staffing of all Board and subcommittee meetings.
- h) Informing government agencies, elected officials, advocacy groups, communicatively-impaired people, the news media, and the general public of the services and opportunities available through the TACIP program.
- i) Provision of advice to policy makers on issues related to the telecommunications needs of communicatively-impaired people in the state of Minnesota.

#### B. Permanent Selection

Herb Pickell was selected to serve as the Program Administrator for a period of three years. The effective date of his employment was November 28, 1988.

The new program administrator's major task will be to meet the March 1, 1989 deadline for the development and implementation of Statewide Message Relay Service through the Deafness Education Advocacy Foundation, Inc. (D.E.A.F., Inc.).

### III. Message Relay Service

#### A. Consultant's Report

##### 1. Background

The TACIP Board determined early in 1988 that it was necessary to obtain the expertise of a consultant in the initial planning of the message relay service. A request for proposal (RFP) for a consultant to plan the message relay service was drawn up and published in the State Register on February 8, 1988. Responses to the RFP were reviewed by the message relay subcommittee on March 7, 1988 and the full Board selected the best bid on March 10, 1988. The bid was awarded to the firm of McGladrey and Pullen. The work McGladrey and Pullen completed under the contract was divided into three phases:

- Phase I: System conception for the Message Relay Center,
- Phase II: Estimate staffing and costs for the Proposed Relay Center and
- Phase III: Develop Policies and plans for the Proposed Relay Center.

Under Phase I, McGladrey and Pullen conducted a needs analysis to determine the general design of the message relay center. As a part of this analysis, McGladrey and Pullen reviewed the telecommunications requirements of a single centralized message relay center versus regional message relay centers. Along with analyzing various combinations of relay center locations, McGladrey and Pullen reviewed various equipment alternatives that could handle the projected usage.

McGladrey and Pullen's work in Phase I and II resulted in the recommendation that the most cost effective overall design included one centralized message relay center versus regional message centers. McGladrey and Pullen estimated the cost of a centralized message center to be \$1,315,216 while the cost for regional message relay centers to be \$2,300,797. McGladrey and Pullen recommended a message relay center design that would consist of a private branch exchange (PBX) telephone system including the optional feature of automatic call distribution (ACD). The PBX equipment would switch incoming and outgoing calls and the ACD software option would route the incoming calls evenly to available operators. McGladrey and Pullen recommended TDD compatible terminals be used. McGladrey and Pullen also recommended the use of AT&T WATS and 800 Lines for the long distance facilities necessary to handle the projected volume for a centralized message relay center. Information McGladrey provided on projected traffic and operator time needed for years one, three and five of the relay center's operations are included as Attachment 2.



## 2. Important Policy Considerations Highlighted from the Consultant's Report

McGladrey noted that significant growth in usage was expected from year one through year five of the message relay center's operation. Between year one and three traffic was estimated to grow by 50% and between years one and five growth should be 100%. Technology will play an important factor in growth as equipment is developed that reduces operator involvement in the relay center process.

Another important issue noted by McGladrey includes the billing for usage of the message relay center. Problems exist in identifying automatically whether a caller should be billed for the call and there is a lack of billing systems technology. It was recommended that TACIP should carefully consider whether it should bill at all for long distance calls or it should devise its own billing system.

McGladrey and Pullen in its review of the message relay operations was also concerned about the smooth handling of traffic once the relay center opened. McGladrey and Pullen recommended that the relay center may wish to handle only local calls from the Twin Cities area for the first two weeks and then open the service to all users state-wide. This recommendation was based on the concern of whether the relay center can handle the flood of calls expected once the service is started.

Finally, McGladrey and Pullen provided an outline of policies and procedures that should govern the message relay center operations. This outline included a code of ethics for operators, policies on length of call, emergency calls procedures, hours of service, etc. These recommendations have been included as Attachment 3.

### B. Policy Guidelines Established

In July, the TACIP Board adopted Message Relay Service (MRS) Policies based in part on the policy recommendations from the McGladrey and Pullen report. This policy statement was used as a basis for the development of the request for proposal to run the MRS, and the specifications for the telephone system that would be the backbone of the MRS. The MRS Policy Guidelines are as follows:



**What the MRS is:**

- a service to make the telephone system fully accessible for people who require a Telecommunications Device for the Deaf (TDD) to communicate over the telephone;
- a necessary link between people who use TDDs and people who use voice to communicate over telephone lines;
- Established for the benefit of all Minnesotans;
- Accessible to any telephone user as long as the relay originates or terminates in Minnesota and involves a TDD user and a voice user;
- Designed to mirror telephone service that is provided to hearing people;
- A 24 hour per day 7 day per work service;
- Easily accessible with less than 10% of callers getting busy signals and a maximum wait time of 90 seconds.

**What the MRS is not:**

- A place to store messages to relay later;
- A way for people living outside of Minnesota to contact other people also living outside of Minnesota;
- An "Information referral" or "directory assistance" service;
- A way for TDD-users to contact people or places that also have a TDD;
- A direct source of counseling or intervention;
- Fully capable to handle emergency calls. TDD-users should call the "911 TDD number" that serves their area.

**How you use it:**

**A. Access**

- Relay users within the Twin Cities local calling area will access the relay center through a local service number;
- Relay users in Minnesota but outside the Twin Cities local calling area will access the relay center through an 800 number;
- Relay users outside Minnesota will access the relay center through the local service number;
- Relay callers in Minnesota can place relay calls to any destination.

**B. Procedure**

- The MRS processes calls in a friendly and professional manner;
- The calling party should give the operator his/her name and whatever information is necessary for long distance billing;
- To save time and allow others to use the relay, callers should be brief as possible, prepare all information before calling, and only request up to three relays each time you call in;
- The MRS will keep callers informed of the status of their call;
- To ensure proper confidentiality, the MRS will not:
  - keep a record of the content of relay conversations;
  - divulge the content of relay conversations;
  - act on any information contained in a relay conversation, aside from actually relaying the call.
- The MRS will transmit messages verbatim unless the language needs of either party necessitate an ASL/English translation. The goal of the service is to facilitate communication.



### Special Issues

- The MRS will be staffed with operators skilled at relaying calls and knowledgeable about TACIP relay policies, relay procedures, deaf culture, and American Sign Language;
- The MRS will develop an "Operator Code of Ethics," to be signed by all relay operators, consistent with their role as telephone operators serving communicatively-impaired people.
- Complaint Process - Refer to the Relay Director. If the customer is still not satisfied, or a major concern, TACIP Program Administrator works with Relay Director to resolve. If problem persists, bring to the TACIP Board.
- Billing
  - The MRS will charge the relay calling party a flat rate for intrastate relays that terminate outside of the calling party's local calling area;
  - The called party may agree to pay long distance charges in place of the calling party;
  - The MRS will contact a long distance operator of the caller's choice for processing relay calls that terminate outside of Minnesota. Such calls will be billed using collect calling, credit card, or third party billing.

## C. MRS Operation

### 1. Introduction

The legislation that established the TACIP program specifically requires that TACIP contract with a local consumer organization that serves communication-impaired persons for the operation of the MRS. The TACIP Board published a Notice of Requests for Proposal (RFP) in the State Register to operate the message relay service. Responses to the RFP were due on September 6, 1988. TACIP received one bid for the RFP from Deafness Education Advocacy Foundation, Inc. (D.E.A.F., Inc.). It was determined that D.E.A.F., Inc.'s bid satisfied the selection criteria specified in the RFP and the bid was formally awarded by the TACIP Board on September 29, 1988. The total dollar amount of the award is \$1,533,000.00 for the period October 14, 1988 through June 30, 1990.

D.E.A.F., Inc. is a non-profit organization designed by the deaf community and was created by the Minnesota Association of Deaf Citizens. D.E.A.F. was incorporated in 1980 and opened its main Resource Center in 1982. The Resource Center provides a wide variety of adaptive equipment to communicatively impaired people, educational materials and outreach programs. D.E.A.F., Inc.'s main goals are to perform the functions of education and advocacy. D.E.A.F., Inc. serves through its Resource Center hearing-impaired consumers, parents of deaf children, deaf parents of



hearing children, professionals, and a variety of researchers. D.E.A.F., Inc. personnel are bilingual in English and American Sign Language (ASL). D.E.A.F., Inc.'s Resource Center is located in downtown St. Paul. Wayne Moldenhauer is the Executive Director of this organization.

## 2. D.E.A.F.'s Responsibilities

D.E.A.F.'s main responsibility is to operate the message relay service. In executing this responsibility, D.E.A.F. is expected to provide staff for the MRS, an office location, an operations manual, local telephone lines, publicity, and other duties it deems necessary to carry out the contract within budgetary constraints. As a part of its duties, D.E.A.F. must exercise fiscal management of the funds made available through this contract. To ensure that funds are managed appropriately, D.E.A.F. must:

- file an annual budget to the TACIP Board for approval,
- file quarterly reports to the TACIP Board for review, these reports will include costs incurred during the quarter, usage of the MRS and various other statistics, and
- secure TACIP Board approval prior to spending \$2,500 or more on non-budget items.

The contract that TACIP has executed with D.E.A.F. incorporates all the duties of D.E.A.F. and TACIP and is included as Attachment 4.

D.E.A.F. has secured an office location for the MRS in the Bremer Building, 3rd floor, 7th and Robert, St. Paul, MN. D.E.A.F. is in the process of hiring and training operators and administrative staff. Rob Yaeger was hired in November as the Unit Manager of MRS. TACIP will provide the telephone system to be used and the computer terminals that each operator will use. D.E.A.F. has provided a preliminary "operation manual" to the TACIP Board and it will provide a finalized manual by January 15, 1989. The preliminary manual is provided to the PUC as Attachment 5.

## D. Telephone System

In July of 1988 the Board adopted the MRS Policy Guidelines and a schematic outline of how the message relay service would work. The backbone of the message relay service is a telephone system that will distribute to the operators and that will be connected to incoming and outgoing telephone lines. The telephone system will consist of a Private Branch exchange (PBX) and telephone handsets for each operator workstation. The PBX will basically switch the incoming and the outgoing calls through the message relay center. Once the Board determined that a PBX was needed, it contacted the Department of Administration, InterTechnologies (InterTech) Division. The InterTech Division has expertise available to all state agencies in drawing up specifications for such PBXs, evaluating bids and coordinating implementation to the time of acceptance for payment. Since the summer of 1988, the InterTech Division has provided the TACIP Board technical support in all of the above areas.



Experts from InterTech drew up the specifications for the telephone system and had the specifications published for vendors to respond to. Bids were received from various vendors and InterTech evaluated the bids and recommended the contract for the telephone system be awarded to Norstan. This recommendation came before the Board on December 8, 1988 and was accepted. However, the award of the bid to Norstan was repealed by the Procurement Division of the Department of Administration because another vendor threatened legal action against the state since Norstan's Human Rights Department certification had expired. Because the awarding of the contract was withdrawn, the specifications for the telephone system were sent out for rebidding. The second bid opening is scheduled for January 9, 1989.

The most consistent problem while setting up the Message Relay Service has been that the service is new and different from anything that has been done before. There are no existing laws, rules, regulations or regulatory systems designed to fit the purpose and policies of Message Relay Service. For example, the problems with the billing system arose because it did not fit into any pre-existing regulatory category. Message Relay Service is not an answering service, a long distance service, or a telephone service. It is a unique system comprised of humans and machines designed to facilitate communication between two people who could not otherwise communicate over standard telephone lines. The general public needs to be aware that the Message Relay Service will set precedent because it is a new and vital service that attempts to meet the telecommunications needs of communication-impaired persons.

#### **E. MRS Implementation Schedule**

D.E.A.F. has procured and readied the location of the message relay center. It awaits the installation of the telephone system, the telephone lines and the computers the operators will use. As of December 31, 1988, D.E.A.F. has hired 60 operators. The revised schedule for the message relay service includes testing of the service during the last two weeks of February with full service beginning March 1, 1989.

#### **IV. Equipment Distribution Program**

The 1987 TACIP legislation specified that the telephone company providing local exchange service to the largest number of persons in the state would purchase and distribute a sufficient number of communication devices so that each eligible household receives an appropriate device. In addition, each telephone company providing exchange service shall distribute the devices to eligible households in its service area free of charge as directed by the program administrator. The Board recognized that a possible contract with the largest local telephone company to purchase and distribute special telecommunication devices may not be cost-effective as the tariffs for specific devices are relatively high. Also, the Board was



concerned with the cost related to the planning and implementation of a distribution program by each local telephone company, regardless of the number of persons it may serve. A decision was made to pursue legislation to amend the statutes mentioned earlier.

#### A. Legislative Changes

1. Purchase and distribution responsibilities moved from Northwestern Bell to the Department of Human Services

Several important legislative changes were introduced at the State Legislature as HF 1812 and SF 1809 on February 11, 1988. The bill was supported by the telephone companies, the TACIP Board, and various organizations representing or serving communication-impaired people. The primary feature of the amendment was to transfer the responsibility for distributing special telephone equipment from the telephone companies to the Deaf Services Division in the Department of Human Services. The amendment also included technical changes in the program to help make it more efficient. After the TACIP Amendment was passed by six House Committees and two Senate Committees in February and March, the supporters of the TACIP Program held a rally at the State Capitol on April 5 to promote passage of the bill on the floor of both the House and the Senate. The bill was subsequently passed and became law on April 25, 1988. As a result of the above legislative activity, the TACIP administrative structure was changed significantly. The original TACIP administrative structure and the revised structure are summarized on Attachment 6.

The amended statutes provide the Board with the authority to adopt rules, including rules under Chapter 14 to implement the provision of Section 237.50 to 237.56. Notwithstanding any provision of Chapter 16B, the Board shall develop guidelines for the purchase of some communication devices from local retailers and dispensers if the economic impact study determines that local retailers are economically harmed by implementation of Sections 237.50 to 237.56.

Section 3, subd. 5(3) of the revised statutes provides the TACIP Board with the authority to establish specifications for communication devices to be purchased under Section 237.53, subd. 3. This means the Board will be able to consider any communication device that may be beneficial to eligible persons by establishing specifications for devices such as Telecommunication Device for the Deaf (TDD), TDD with Large Visual Display and Tactile Ring Signaler for deaf-blind people, Flashing Light Ring Signaler, Amplified Ring Signaler, Variable Pitch Ring Signaler, and Telephone Amplifier.

The other technical changes in the state statutes relating to Communication-Impaired Persons are as follows:



- Expenses of the Board, including personnel cost, public relations, board members' expenses, preparation of reports, and other reasonable expenses not to exceed 20 percent of total program expenditures.
- Maintenance of communication devices until the warranty period expires.
- All communication devices purchased pursuant to subdivision 3 will become the property of the State of Minnesota.
- Reimbursing telephone companies for purchases made or services provided under Section 237.53, subd. 5.

#### B. Interagency Contract Between the TACIP Board and DHS/DSD

As a result of the revised legislation on the transfer of responsibility from the largest local telephone company to the Commissioner of Human Services, the TACIP Board initiated and finalized an interagency agreement with the Deaf Services Division in the Department of Human Services. See Attachment 7.

The purpose of the interagency agreement was to establish and implement TACIP program procedures and methods for the distribution of communication devices to eligible persons; for maintenance of such devices; for outreach to communication-impaired persons to inform them of availability of distribution programs; for orderly reporting, billing, and payment between the parties to facilitate high quality and efficient delivery of TACIP services. The agreement became effective on July 1, 1988 and shall remain in effect until June 30, 1989. The Board approved an extension of this agreement to June 30, 1990 at the December 8, 1988 meeting.

##### 1. Oversight of DHS/DSD

Within 20 days after the execution of the above agreement, the TACIP Board advanced to DHS/DSD \$150,000 for materials and services to be provided under the above agreement. Thereafter, the TACIP Board will reimburse DHS/DSD for monthly expenses. The total amount of the contract for July 1, 1988 to June 30, 1989 is \$1,239,665. DHS/DSD has assumed responsibility for purchasing communication devices with specifications established by the TACIP Board pursuant to Minnesota Statute Section 257.50-257.56 (1988).

The agreement also specified that DHS/DSD present to TACIP for approval a comprehensive plan and budget for processing TACIP applications, verification of eligibility, distribution of equipment, maintenance of equipment, training and outreach for eligible persons no later than November 1, 1988. A manual for the program was also to be submitted to TACIP by the same date. The authorized agent for DHS/DSD



for this agreement is William Lamson, Coordinator of the Telecommunications Equipment Distribution Program, and the authorized agent for the TACIP Board is Herb Pickell, Program Administrator.

### C. DHS/DSD Equipment Distribution Plan

The Equipment Distribution Plan was submitted to the TACIP Board for approval by DHS/DSD. The plan covers program implementation, application process, consumer training, appeal procedure, equipment procurement/inventory control, equipment maintenance, program promotion, and line item budget. See Attachment 8.

#### 1. Pilot Program Initiated

The initial stage of the Equipment Distribution Program consisted of a pilot project. The purpose of the pilot project was to test procedures as presented in the preliminary distribution plan and identify problem areas and make appropriate modifications. The Rochester Regional Service Center (RSC) was selected for the pilot project primarily because it served a medium sized city where the challenges of administering the program in both urban and rural settings can be experienced. The pilot project began the week of August 29 and was to continue for 30 to 60 days.

A position description of TACIP Program Specialist was developed. After completion of the pilot project, one Regional Service Center within the Deaf Services Division was phased in each week for the next five weeks. All members of the TACIP Equipment Distribution Program staff were hired by the end of November.

#### 2. Full Program Begins

The TACIP Equipment Distribution Program was ready to meet the equipment needs of eligible communication-impaired persons throughout the State of Minnesota in November. The initial progress report for the period ending on December 31, 1988 is as follows:

Devices distributed through November 30	85
Devices distributed through December 31	<u>275</u>
Totals	360
Number of households served through November 30	48
Number of households served Dec. 1 through December 31	<u>138</u>
Totals	186
Number of presentations through November 30	29
Number of presentations Dec. 1 through December 31	<u>26</u>
Totals	55



#### **D. Emergency Eligibility Rules Adopted**

The TACIP Equipment Distribution Subcommittee met several times during the calendar year 1988. The primary responsibility of this subcommittee was to determine eligibility requirements and develop emergency rules governing eligibility for equipment distribution programs. The final version of the emergency rules (see Attachment 7) was submitted to the Revisor of Statutes on August 15, 1988 for approval. The proposal was approved by the TACIP Board on September 8.

Mary Jo Murray, who has served as an attorney from the Attorney General's Office to the TACIP Board, has been working on the permanent rules which will be submitted in January 1989. The permanent rules will include revisions as approved by the TACIP Equipment Distribution Subcommittee and the TACIP Board on December 8, 1988.

The emergency rules include definitions of terms such as applicable median income, appropriate communication device, communication device, communication-impaired person, deaf, deaf and blind, hard-of-hearing, severely hearing impaired and speech-impaired. The rules also cover the application process, the documenting, verifying, and reviewing eligibility.

To be eligible for the TACIP program, a person must be:

- at least five years of age;
- a communication-impaired person;
- a resident in a household at or below the applicable median income in the state, except that a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state; and
- a resident in a household that has telephone service or that has applied for telephone service and has been assigned a number.

The rules also determined the priority of initial distribution of communication devices. The first in priority are eligible deaf and blind persons, to be followed by ones who are deaf and ones who are speech-impaired.

#### **V. Economic Impact Study**

According to subd. 5(1) of the Statutes 237.51, the TACIP Board is to study the potential economic impact of the TACIP Equipment Distribution Program on local communication device retailers and dispensers. A notice of Request for Proposals (RFP) for a study on the Economic Impact of Implementing the TACIP Program (see Attachment 9) was sent to possible vendors with August 5, 1988 as the deadline for submitting a proposal.



Only one proposal was received by the TACIP Board. The TACIP Board rejected the proposed study and reissued the RFP with October 21, 1988 as the new deadline. The revised RFP increased the dollar amount of the contract from \$8,000 to a range of \$12,000-\$15,000. Four proposals were submitted to the TACIP Board. An evaluation of the proposals and a specific recommendation for the awarding of contract was made by a consultant to the Board. The Board voted to award a contract to Charles M. Gray, Ph.D., of the College of St. Thomas, on November 9, 1988. However, interested individuals, including several local vendors, asked that the TACIP Board reconsider the decision at the next Board meeting. The motion to reconsider at the December 8, 1988 meeting failed to carry.

An appeal based on a possible conflict of interest was made by one of the bidders to the Attorney General's Office on December 12, 1988. The Board plans to proceed with the Economic Impact Study as soon as it receives a response from the Attorney General's office to the letter of appeal. It will be necessary to change the completion date of the study to the end of April 1989 or early part of May 1989.

## **VI. Financial Status**

### **A. PUC Approved Implementation of TACIP Surcharge**

Minn. Stat. § 237.52, subd. 2 (1987) requires that the TACIP Board annually recommend to the Public Utilities Commission the surcharge level needed to fund the TACIP programs. The maximum surcharge allowed under the TACIP Act is 10 cents per local access telephone line per month. The TACIP Board recommended that the Commission establish a 10 cent per line per month surcharge, effective March 1, 1988. The Board had determined that this surcharge level will be needed to produce the amount of revenue required for the TACIP program budget. If, in future years, costs diminish relative to revenues collected by the program, the surcharge can be reduced.

The TACIP Act requires that every telephone company providing local service in the state will collect the surcharge and transmit it to the Commissioner of Administration in the same manner as they do the 911 surcharge. The Department of Administration will accept one check for reporting both 911 and TACIP revenues. The TACIP Act also provides that the same lines that are assessed the 911 surcharge will be assessed the TACIP surcharge. Telephone companies will be free to choose how the surcharge will appear on their billing statements to ratepayers and whether or not fractional billing will be used. Ratepayers must be given a detailed description of the surcharge amount and the reason for the assessment when they are initially charged and at least annually thereafter.

The Minnesota Public Utilities Commission approved the TACIP tariff with April 1, 1988 as the effective date. All local telephone companies shall use the TACIP customer notice approved by the PUC and insert it with the



first local service bill reflecting the TACIP surcharge. It was projected that the 10 cent per line surcharge will generate approximately \$200,000 per month (10¢ @ 2,000,000 lines).

The potential increase of revenue through a surcharge is tied to the projected access line growth of 2% per year. The projected revenues for the Fiscal Years (FY) 1989, 1990 and 1991 are as follows:

**FY 1989**

(July 1, 1988-June 30, 1989)

2,032,125 lines x 10¢ x 12 mo. =	\$2,439,000
Carryover from FY 1988 =	516,000
Estimated Interest (\$200,000 x .07) =	<u>14,000</u>
Total Revenues	\$2,969,000

**FY 1990**

(July 1, 1989-June 30, 1990)

2,072,767 lines x 10¢ x 12 mo. =	\$2,487,000
Estimated Interest =	<u>14,000</u>
Total Revenues	\$2,501,000

**FY 1991**

(July 1, 1990-June 30, 1991)

2,114,222 lines x 10¢ x 12 mo. =	\$2,537,000
Estimated Interest =	<u>14,000</u>
Total Revenues	\$2,551,000

**B. Current and Projected Budget**

**1. Fiscal Year 1988 Expenses**

The total actual expenses for the FY 1988 were as follows:

TACIP Administration	\$61,468.56
TACIP Program Operations	<u>9,452.48</u>
Totals	\$70,921.04

## 2. Project Expenses for Fiscal Years 1989-91

The projected expenses for the Fiscal Year 1989 are as follows:

### **FY 1989**

(July 1, 1988-June 30, 1989)

TACIP Administration	\$87,000
Equipment Distribution Program	1,783,200
Message Relay Service	1,086,000
Economic Impact Study	<u>12,800</u>
Total Projected Expenses	\$2,969,000

### **FY 1990**

(July 1, 1989-June 30, 1990)

TACIP Administration	\$87,000
Equipment Distribution Program	784,000
Message Relay Service	<u>1,630,000</u>
Total Projected Expenses	\$2,501,000

### **FY 1991**

(July 1, 1990-June 30, 1991)

TACIP Administration	\$87,000
Equipment Distribution Program	633,000
Message Relay Service	<u>1,831,000</u>
Total Projected Expenses	\$2,551,000

## C. TACIP Surcharge Update

### 1. No Change in Surcharge Requested

The TACIP Board requests that the monthly surcharge of 10 cents for each customer access line be maintained at least through the Fiscal Year 1991. The current funding level will be needed to allow the TACIP Board to develop and implement programs designed to enable communication-impaired persons to achieve full access to the existing telecommunication network.

### 2. Message Relay Service Expenses Higher than Expected

The cost of operating a Message Relay Service will definitely be higher after the TACIP Board learned that it would not be possible to handle all long distance telephone calls through the State's NorthStar network as originally planned. This is due to TACIP designation as a tariffed reseller. It appears that all long distance calls, which will be billed to clients, will be made through a long distance carrier, either TeleConnect or AT&T. In addition, the TACIP Board will need to determine how to administer the billing for long distance calls to appropriate callers.



### 3. Equipment Distribution Program Will Never Meet Ultimate Demand for Devices

Even with the maximum allowable surcharge, the TACIP Board will need to allocate funds for Message Relay Service as the demand for service expands from year to year. This means the Equipment Distribution Program will never meet the ultimate demand for devices as long as the funding for this vital program will probably be reduced each year. In addition, there will always be a need for repairs of devices and ultimately for replacement of equipment.

## VII. Summary

The TACIP Board wants to thank the Minnesota Public Utilities Commission, the state legislators, the local telephone companies, and advocates for making it possible to provide telephone access to both communication-impaired and non-impaired people. Through use of the message relay service, communication-impaired persons will for the first time be able to access the basic telephone network by communicating with a much larger segment of the general population. Communication-impaired persons with income up to the median income level are now able to receive equipment through the Equipment Distribution Program to enable them to communicate over the telephone network with their peer groups as well as with non-impaired persons. The TACIP Board and interested individuals wish to express their appreciation for making all of the above services possible through a surcharge.

ATTACHMENTS  
TO  
SECOND ANNUAL  
TACIP BOARD  
REPORT



ATTACHMENT 1

## **Board Membership and Developments**

Board membership consists of:

Joann Anderson of AT&T, representing interLATA interexchange companies.

Mary Buley of the Telecommunications Unit, designated to represent the Department of Public Service.

Robert Cook is a deaf person, a community services development specialist, and the Chair of the Board.

Paul Hoff of Park Region Telephone, representing the Minnesota Telephone Association.

David Johnson, M.S., M.A., CCC, is an audiologist at the Hennepin County Medical Center, representing professionals in the area of communication impairments, and the Vice Chair of the Board.

Lloyd Moe is a deaf person, retired, from Duluth.

Leslie Peterson is a deaf and blind person from Minneapolis.

Mark Prowatzke is Acting Assistant Director of Deaf Services Division, designated to represent the Department of Human Services.

Sherri Rademacher is a deaf person, homemaker, and college student from Belgrade.

Donna Thompson is a deaf person and homemaker from Elmore.

Linda Wrzos of US West, representing the largest telephone company in the State of Minnesota.

January 7, 1988: TACIP holds its fifth meeting. The Board amends its operating procedures to permit co-chairs. The Board elects Dwight Maxa to join David Johnson as co-chairs. The Board amends and approves the draft of the Annual Report.

January 12, 1988: The Board officially submits its first Annual Report to the Public Utilities Commission.



February 11, 1988: TACIP holds its sixth meeting. The Board discussed the TACIP Amendment (House File 1812 and Senate File 1809) and moved to support the following language changes:

That the maintenance of the equipment will become the responsibility of the individual after the warranty expires;

That the Board is exempt from the state procurement guidelines if required to purchase devices from local vendors;

That a special fund be created to allow the DHS to receive payment from TACIP for purchasing and distributing equipment.

March 11, 1988: TACIP holds its seventh meeting. Linda Wrzos replaced Marni Platteter as representative of Northwestern Bell and Robert Cook replaced Robert Harris as hearing impaired consumer on the Board. Dwight Maxa and David Johnson resigned as co-chairs. Robert Cook was elected Chair and David Johnson was elected Vice Chair. The Board moved to seek rulemaking authority through legislative amendment. The PUC has accepted the Board's First Annual Report and 10 cent per month surcharge beginning April 1, 1988.

The Board approved the bid from McGladrey, Hendricksen and Pullen to conduct a study on Minnesota's message relay needs with a cap of \$10,000.

April 14, 1988: TACIP holds its eighth meeting. The Board endorsed the Resolution to the PUC. The Board reported on the success of TACIP rally held prior to passing of legislative amendment.

April 28, 1988: TACIP holds its ninth meeting. The Board initiated plans to seek replacement for a Program Administrator. Jon Loe was elected as Chair of Message Relay Subcommittee.

May 12, 1988: TACIP holds its tenth meeting. The Board moved to establish an interview committee to conduct a national search for a Program Administrator.

June 9, 1988: The Board holds its eleventh meeting. The Board adopted the FY 89 median income guidelines as part of eligibility criteria for TACIP equipment distribution program. The Board also approved recommendation to establish a centralized message relay service. The message relay service subcommittee will hold a forum at the Thompson Hall in St. Paul on June 27. The purpose of the forum is to obtain feedback from the members of the community on the proposed plan.



July 14, 1988: The Board approved Deaf Services Division's plan to conduct a pilot project for the Distribution Equipment Program in Rochester. Curt Micka was appointed as temporary part-time Program Administrator and Jon Loe was retained to provide staff support to the Board.

August 11, 1988: Jon Loe submitted his resignation from the Board due to a job change. Mary Buley will be the new DPS designee. A ceremony will be held on August 31 where the Governor is to distribute the first round of TACIP equipment to eligible individuals. The Board moved to send up to four members to the "Speech to Text" conference to be held at Gallaudet University on September 27-28.

September 8, 1988: The Board appointed Herbert L. Pickell, Jr. as the next Program Administrator to be effective November 28, 1988. The Board rejected the sole bidder for the Economic Impact Study and raised the RFP amount to the \$12,000-\$15,000 range.

September 29, 1988: The Board accepted the resignation of Dwight Maxa. The Commissioner of the Department of Human Services appointed Mark Prowatzke to represent the department.

October 18, 1988: The Board approved an upfront grant of \$77,000 to DEAF as needed to develop and implement a statewide Message Relay Service.

October 27, 1988: The TACIP Executive Committee met to review and approve the Biennial Budget for Fiscal Years 1990 and 1991.

November 9, 1988: The focus of the Board meeting was to resolve issues relating to the proposed Message Relay Service. The Board voted to order personal computers instead of dumb terminals for the MRS operator stations. The Board also agreed to use the Ultratec Modems for the MRS service. The proposal from Dr. Charles Gray of College of St. Thomas was selected to conduct the Economic Impact Study. The Board approved revisions in the budget for the Equipment Distribution Program.

December 8, 1988: The final Board meeting for the year 1988 included a decision to extend the interagency agreement between DSD/DHS and the TACIP Board to June 30, 1990. The Board agreed to award the PBX contract to Norstan after holding a successful demonstration on December 5. The starting date for the Message Relay Service was changed from December 15, 1988 to March 1, 1989.



In addition to above Board meetings, numerous subcommittee meetings were held throughout the year. The list of subcommittees are as follows:

Message Relay Service Subcommittee, Sherri Rademacher, Chair  
Equipment Subcommittee, Donna Thompson, Chair  
Equipment Eligibility Subcommittee, Lloyd Moe, Chair

ATTACHMENT 2



Call Distribution - By Hour and By Day  
Minutes of Operator Time  
Centralized System Located In The Twin Cities (first full year)

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		
Mins	Opers	Mins	Opers	Mins	Opers	Mins	Opers	Mins	Opers	Mins	Opers	Mins	Opers	
6:00	34.0	2	66.0	3	65.3	3	64.9	3	63.3	3	60.9	3	41.1	2
7:00	106.9	4	207.6	6	205.1	5	203.8	6	198.9	6	191.4	6	129.3	5
8:00	242.9	7	471.7	11	466.1	11	463.3	11	452.0	11	435.0	10	293.8	8
9:00	306.1	8	594.4	13	587.3	13	583.7	13	569.5	12	548.1	12	370.2	9
10:00	335.2	8	651.0	14	643.2	14	639.3	14	623.7	14	600.3	13	405.4	10
11:00	345.0	9	669.9	14	661.9	14	657.8	14	641.8	14	617.7	14	417.2	10
12:00	311.0	8	603.8	13	596.6	13	593.0	13	578.5	13	556.8	12	376.0	9
1:00	340.1	8	660.4	14	652.5	14	648.6	14	632.8	14	609.0	13	411.3	10
2:00	383.8	9	745.4	15	736.4	15	732.0	15	714.1	15	687.3	15	464.2	11
3:00	413.0	10	802.0	16	792.4	16	787.6	16	768.3	16	739.5	15	499.4	11
4:00	432.4	10	839.7	17	829.6	17	824.6	17	804.5	16	774.3	16	522.9	12
5:00	383.8	9	745.4	15	736.4	15	732.0	15	714.1	15	687.3	14	464.2	11
6:00	369.3	9	717.0	15	708.5	15	704.2	15	687.0	14	661.2	14	446.5	10
7:00	325.5	8	632.1	14	624.6	14	620.8	14	605.6	13	582.9	13	393.7	10
8:00	306.1	8	594.4	13	587.3	13	583.7	13	569.5	12	548.1	12	370.2	9
9:00	228.4	7	443.4	10	438.1	10	435.5	10	424.8	10	408.9	10	276.2	8
10:00	102.0	4	198.1	6	195.8	6	194.6	6	189.8	6	182.7	6	123.4	5
11:00	34.0	2	66.0	3	65.3	3	64.9	3	63.3	3	60.9	3	41.1	3
nite	0	6		12		12		12		12		12		12
-----														
4999.5	136	9708.4	224	9592.1	223	9534.0	224	9301.5	219	8952.6	213	6045.9	165	

- 1.) Assumes a blockage level of 10% or less.
- 2.) Assumes a wait time of 30 seconds or less.
- 3.) Night traffic between the hours of 12:00 AM and 6:00 AM is negligible.
- 4.) Assumes 40 trunks.
- 5.) Assumes 1,404 operator hours per week.
- 6.) Assumes busiest hours are between 2:00 PM and 6:00 PM.

COSTS

Long Distance

Intralata/Intrastate	\$ 1,236
Interlata/Intrastate	45,921
Interstate	240
Trunks (Lines)	1,917
Operator Time	38,329

Total Monthly Cost	\$ 87,643
Total Annual Cost	\$1,051,716

Call Distribution - By Hour and By Day  
Minutes of Operator Time  
Centralized System Located In The Twin Cities (third full year projection)

	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops
6:00	51.0	3	99.1	4	97.9	4	97.3	4	94.9	4	91.4	4	61.7	3
7:00	160.3	5	311.3	8	307.6	8	305.8	8	298.3	8	287.1	8	193.9	6
8:00	364.4	9	707.6	15	699.1	15	694.9	15	678.0	14	652.5	14	440.7	10
9:00	459.1	11	891.6	8	880.9	18	875.6	18	854.2	17	822.2	17	555.2	12
10:00	502.9	11	976.5	19	964.8	19	959.0	19	935.6	19	900.5	18	608.1	13
11:00	517.4	12	1004.8	20	992.8	19	986.8	19	962.7	19	926.6	18	625.7	13
12:00	466.4	11	905.7	18	894.9	18	889.5	18	867.8	17	835.2	17	564.1	12
1:00	510.2	12	990.7	19	978.8	19	972.9	19	949.1	19	913.5	18	616.9	13
2:00	575.8	13	1118.0	21	1104.6	21	1097.9	21	1071.2	21	1031.0	20	696.3	15
3:00	619.5	13	1202.9	23	1188.5	23	1181.3	22	1152.5	22	1109.3	21	749.1	16
4:00	648.6	14	1259.6	24	1244.5	24	1236.9	23	1206.8	23	1161.5	22	784.4	16
5:00	575.8	13	1118.0	21	1104.6	21	1097.9	21	1071.2	21	1031.0	20	696.3	15
6:00	553.9	12	1075.6	21	1062.7	21	1056.2	20	1030.5	20	991.8	19	669.8	14
7:00	488.3	11	948.2	19	936.8	19	931.2	18	908.5	18	874.4	18	590.5	13
8:00	459.1	11	891.6	18	880.9	18	875.6	18	854.2	17	822.2	17	555.2	12
9:00	342.5	9	665.2	14	657.2	14	653.2	14	637.3	14	613.4	13	414.2	10
10:00	153.0	5	297.2	8	293.6	8	291.9	8	284.7	8	274.1	7	185.1	6
11:00	51.0	3	99.1	4	97.9	4	97.3	4	94.9	4	91.4	4	61.7	3
nite	0	12		12		12		12		12		12		12
-----														
	7499.3	190	14562.	296	14388.	305	14301.	301	13952.	297	13429.	287	9068.9	214

- 1.) Assumes a blockage level of 10% or less.
- 2.) Assumes a wait time of 30 seconds or less.
- 3.) Night traffic between the hours of 12:00 AM and 6:00 AM is negligible.
- 4.) Assumes 56 trunks.
- 5.) Assumes 1,890 operator hours per week.
- 6.) Assumes busiest hours are between 2:00 PM and 6:00 PM.

**COSTS**

Long Distance	
Intralata/Intrastate	\$ 1,834
Interlata/Intrastate	68,708
Interstate	360
Trunks (Lines)	2,675
Operator Time	51,597
Total Monthly Cost	
	\$ 125,174
Total Annual Cost	
	\$1,502,088



Call Distribution - By Hour and By Day

Minutes of Operator Time

Centralized System Located In The Twin Cities (fifth full year projection)

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops	Mins	Ops
6:00 68.0	8	132.1	5	130.5	5	129.7	5	126.6	5	121.8	4	82.3	4
7:00 213.8	6	415.1	10	410.2	10	407.7	10	397.7	10	382.8	9	258.5	7
8:00 485.9	11	943.5	19	932.2	18	926.5	18	903.9	18	870.0	17	587.6	13
9:00 612.2	13	1188.8	23	1174.6	22	1167.4	22	1139.0	22	1096.2	21	740.3	15
10:00 670.5	14	1302.0	24	1286.4	24	1278.6	24	1247.4	24	1200.7	23	810.8	17
11:00 689.9	15	1339.7	25	1323.7	25	1315.7	25	1283.6	25	1235.5	24	834.3	17
12:00 621.9	13	1207.7	23	1193.2	23	1186.0	23	1157.0	23	1113.6	22	752.1	16
1:00 680.2	14	1320.9	25	1305.1	24	1297.1	24	1265.5	24	1218.1	23	822.6	17
2:00 767.7	16	1490.7	27	1472.9	27	1463.9	27	1428.2	27	1374.7	26	928.3	18
3:00 826.0	17	1603.9	29	1584.7	29	1575.1	29	1536.7	29	1479.1	28	998.8	20
4:00 864.8	17	1679.4	30	1659.3	30	1649.2	30	1609.0	30	1548.7	29	1045.9	20
5:00 767.7	16	1490.7	27	1472.9	27	1463.9	27	1428.2	27	1374.7	26	928.3	18
6:00 738.5	15	1434.1	27	1416.9	26	1408.3	26	1374.0	26	1322.5	25	893.1	18
7:00 651.1	14	1264.3	24	1249.1	24	1241.6	24	1211.3	24	1165.9	23	787.3	16
8:00 612.2	13	1188.8	23	1174.6	22	1167.4	22	1139.0	22	1096.2	21	740.3	15
9:00 456.7	11	886.9	18	876.3	18	870.9	18	849.7	18	817.8	17	552.3	12
10:00 204.1	6	396.3	10	391.5	9	389.1	9	379.7	9	365.4	8	246.8	7
11:00 68.0	3	132.1	5	130.5	5	129.7	5	126.6	5	121.8	5	82.3	4
nite 0	12		18		18		18		18		18		12
-----													
9999.1	234	19416.	392	19184.	386	19068.	386	18603.	386	17905.	369	12091.	266

- 1.) Assumes a blockage level of 10% or less.
- 2.) Assumes a wait time of 30 seconds or less.
- 3.) Night traffic between the hours of 12:00 AM and 6:00 AM is negligible.
- 4.) Assumes 68 trunks.
- 5.) Assumes 2,419 operator hours per week.
- 6.) Assumes busiest hours are between 2:00 PM and 6:00 PM.

COSTS

Long Distance

Intralata/Intrastate	\$ 2,155
Interlata/Intrastate	91,496
Interstate	478
Trunks (Lines)	3,306
Operator Time	66,039

Total Monthly Cost	\$ 163,474
Total Annual Cost	\$1,961,688

## ATTACHMENT 3



MINNESOTA STATEWIDE MESSAGE RELAY SERVICE  
POLICY AND PROCEDURES

A. DEFINITIONS:

The following definitions shall apply in these Policies and Procedures unless the context otherwise requires:

**AMERICAN SIGN LANGUAGE:** Visual/gestural language used by some deaf people in the United States and some parts of Canada. It is linguistically different from English or any other spoken language.

**CONFIDENTIAL:** The requirement that the contractor refrain from disclosing any information relayed at the center.

**CONTRACTOR:** The agency or business that is under contract with the State of Minnesota to provide third party state-wide message relay services.

**PROGRAM ADMINISTRATOR:** The Program Administrator of TACIP.

**IMMEDIATE FAMILY MEMBER:** Husband, wife, mother, father, brother, sister, son or daughter.

**INTERPRET:** To translate telephone messages from American Sign Language syntax to English Language syntax and/or from English Language syntax into American Sign Language syntax.

**PARTY:** Person involved in telephone conversation relayed at the center.

**RELAY CENTER:** A facility authorized by TACIP to provide telephone relay services between TDD and voice callers.

**RELAY DIRECTOR:** Person hired by the contractor to oversee the relay service.

**RELAY CONSUMER:** Person using Telephone Relay Center.

**RELAY OPERATOR:** Person hired by the contractor to relay telephone calls.

**RELAY SERVICE:** The provision of voice and teletype communication between users of TDDs and other parties.

**TACIP:** Telecommunications Access for Communication-Impaired Persons Board.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD): An electrical device for use with a telephone that utilizes a keyboard, acoustic coupler, display screen or braille display to transmit and receive messages.

TDD CONSUMER/USER: A person who has a hearing and/or speech impairment that requires the use of a TDD to communicate effectively on the telephone.

VOICE CALLER/USER: A person who does not have a TDD.

B. POLICY:

The state will hire a contractor to provide an effective relay program that will make telephone services accessible to deaf and hearing impaired residents of Minnesota. The contractor will hire a Relay Director, who shall:

1. Carry out Policy and Procedures of the Statewide Relay program established by TACIP.
2. Maintain strict confidentiality of all relay calls made.
3. Hire, train and supervise the following staff:
  - a. LEAD RELAY OPERATORS
  - b. RELAY OPERATORS
4. Require all relay operators to adhere to the Code of Ethics for Relay Operators established by TACIP as follows:

RELAY OPERATORS SHALL:

- a. Maintain all calls relayed in strict confidence.
- b. Repeat all messages relayed exactly, word for word, without rephrasing words in any way, and without interjecting comments or opinions of their own or offering any advice.

EXCEPTION: At the request of a TDD or voice caller, the relay operator shall interpret the conversation where necessary for clarity between the two parties.

- c. Speak only in the first person. (If the person speaking says "I am going out," the operator shall repeat "I am going out." The operator shall not say "she is going out": or "she said she is going out.")



- d. Handle all calls in a courteous and professional manner.
- e. Respect relay consumers' wishes as to whether to provide identifying information before the party they are calling is on the line.
- f. Require consumers to identify themselves only to the extent necessary to fulfill the purpose of their call.

EXCEPTION: Relay Operators may require consumers to fully identify themselves when necessary for billing purposes when long distance calls are being placed.

- g. Leave messages with a called party as requested by consumers.
  - h. Report telephone messages that are of criminal nature as defined by Minnesota or Federal law to proper authorities.
  - i. Strive to keep call waiting time to a maximum of 30 seconds.
- 5. Arrange classes for operators that provide instruction about the differences between the language structures of American Sign Language and English.
  - 6. Organize working schedules for operators.
  - 7. Terminate operators that cannot perform the tasks defined by TACIP, after giving prior warning.

EXCEPTION: Breach of confidentiality shall result in immediate termination without any warning.

- a. When a complaint is made about a relay operator breaching confidentiality, or when a relay operator is suspected of breaching confidentiality, the director shall suspend that relay operator for one week (five working days) pending the outcome of an investigation.

The relay center director shall complete the investigation within one week and inform the relay operator of the findings. The suspended relay operator shall receive back pay from the date of suspension if there is no finding of breach of confidentiality.

- b. A relay operator who is found to have violated the confidentiality requirements shall be immediately terminated.
  - c. The contractor shall develop standards to meet the confidentiality requirements.
- 8. Document work performance of each relay operator and provide job performance evaluations for each individual operator during the third month of employment and thereafter semi-annually.
  - 9. Maintain accurate financial records of the program.
  - 10. Comply with all correspondence and report requirements stipulated by TACIP.
  - 11. Respond to all complaints and correspondence.
  - 12. Develop guidelines for problem solving strategy during relay operation.
  - 13. Maintain contact with the TDD Project Coordinator about the progress of the Statewide Relay Program and any other issues that arise at the center.
  - 14. Refrain, under all circumstances, from utilizing the services of volunteer relay operators.

C. PROCEDURES:

- 1. Relay operators shall answer the telephone in the following manner: "Relay Operator #\_\_\_\_. GA." Each operator's identification number shall be kept confidential.

EXCEPTION: Each relay shall confidentially inform his/her immediate family members of his/her ID number, so that a family member using the service will have the option of declining to have his/her family member operator relay his/her calls.

- 2. Relay operators shall inform callers as to when they are dialing the telephone number requested and when the telephone is ringing.
- 3. Relay operators shall not permit telephone lines to be tied up while a relay customer looks for a telephone number. Where appropriate, the relay operator shall courteously request the customer to call back as soon as he/she finds the number.
- 4. Relay operators shall cancel the following calls:



- a. Calls promoting criminal activity as defined by Minnesota or Federal law.
  - b. Calls relating to Information and Referral Services: Relay operators shall not provide information and referral services. Callers wishing this information will be referred to TDD operator assistance.
5. CALL LENGTH: No time limit.
6. BUSY SIGNALS: Relay operator shall inform the relay user that the line is busy and request him/her to call back.
7. EMERGENCY CALLS:
  - a. Relay operators shall ask the caller to state the nature of the emergency by asking "What is the emergency?"
  - b. If the "emergency" is covered by 911 services, the relay operator shall call 911 if the caller is local. If the caller is outside of the local area, the operator shall instruct the caller to call the local 911 Emergency Service.
  - c. Relay operators shall not assume the duties of an emergency service technician nor offer any emergency advice.
  - d. If the emergency is not related to 911 services, the relay operator shall process the call to whomever the caller designates.
8. HOURS OF SERVICE: The relay center will be operational 24 hours a day, seven days a week, including holidays.
9. BREAKS FOR RELAY OPERATORS: Lunch and 15-minute breaks per four working hour schedule shall depend on the volume of calls to be relayed, and shall be given on a scheduled basis when feasible.
10. MISCELLANEOUS PROCEDURES:
  - a. Relay operators, unless otherwise requested by relay consumers, shall not explain the function of the relay service to the other party.
  - b. Relay operators shall always make sure that the two conversations are completed before terminating the call. The TDD caller shall always have the last word. The operator shall not hang up

on the voice caller until the TDD caller has made it clear that the conversation has ended.

- c. Relay operators shall allow a minimum of 10 rings when contacting a TTY/TDD number, and a minimum of six rings when contacting a voice number.
- d. Relay operators shall, if necessary, request that the voice caller dictate his message less rapidly or refrain from speaking until the TDD user has completed typing, in order to allow effective transmittal of telephone messages.
- e. When the TDD unit of the TDD user appears not to be compatible with the unit used by the relay operator, the relay operator shall inform the TDD user to type slower to allow the message to be read more clearly. If the typed conversation remains unintelligible, the relay operator shall inform the TDD user that he/she cannot read the conversation and ask the TDD user to hang up and try calling again.
- f. Relay operators shall be familiar with TDD abbreviations used by TDD consumers, i.e. GA, SK, PLS, etc.

11. Long Distance Calls

- a. Relay operators shall not accept collect calls to the Relay Center.



ATTACHMENT 4

# **Contract**

## **I. Recitals**

### **A. Parties to the Contract**

The parties to this contract are the Telecommunications Access for Communication Impaired Persons Board (herein referred to as TACIP) and the Deafness Education and Advocacy Foundation, Inc. (herein referred to as DEAF). TACIP is an agency of the State of Minnesota. DEAF is a Minnesota non-profit corporation.

### **B. Authority for the Contract**

TACIP is authorized by Minnesota Statute Section 237.54, subd. 2 to enter into this contract and by Minnesota Statute Sections 237.50-56 to carry out its duties as set forth in this contract.

### **C. Purpose of the Contract**

The purpose of this contract is to implement TACIP program policies including but not limited to the establishment, operation and publicity of a statewide dual-party message relay service for communication-impaired persons by contracting with a local consumer organization (DEAF) to provide such message-relay services; to enunciate the duties and obligations of each of the contracting parties; and to establish orderly reporting, billing and payment schedules between the parties to facilitate high quality and efficient message relay services.

The parties, in consideration of their reciprocal duties and benefits of the contract, hereby agree as follows:

## **II. Terms of the Contract**

This agreement shall be effective on the date of encumbrance by the Commissioner of Finance and shall remain in effect until June 30, 1990. The TACIP Board may renew this contract after June 30, 1990. This contract may be cancelled by TACIP at any time upon thirty (30) days written notice to DEAF. In the event of such cancellation, DEAF shall be entitled to payment, determined on a pro rata basis, for work and services satisfactorily performed.



### **III. Duties of DEAF**

#### **A. Fiscal Management**

1. Deaf shall annually submit a budget to the TACIP Board for approval by April 1 of each calendar year. Each budget shall coincide with the State's fiscal year. The budget shall identify all major cost accounts and subaccounts, provide program objectives and action plans. The budget for FY '89 with a preliminary budget for FY '90 is attached as Appendix 1 to this contract.
2. DEAF shall submit a quarterly report to the TACIP Board for review. The report shall list costs incurred during the quarter, usage of the MRS (including the number of calls attempted, the number of calls processed, and the number of calls which received a busy signal), and a summary of complaints received about the MRS and/or TACIP program policies concerning the MRS. The first quarterly report shall be due by January 2, 1989. Future quarterly reports shall be due on the first business day of April, July, October and January of each year.
3. DEAF shall have approval to provide and pay for services in accord with the annual budget as approved by the TACIP Board. DEAF may transfer funds between budgeted subaccounts without TACIP Board approval if the transfer is less than 10% of the subaccount from which the funds are being transferred.
4. DEAF shall secure TACIP Board approval prior to spending \$2,500 or more on non-budgeted items.

#### **B. Staff**

1. DEAF shall provide staff as needed to operate the MRS at the service level outlined in the TACIP Relay Policy Statement (Appendix 2).
2. Staff shall include relay operators, supervisors, technicians and administrative staff.
3. Administrative staff may include a Director, Associate Director, supervisors, secretary/receptionist, data entry specialist, bookkeeper, and interpreters who will carry out at least the following major functions:

management of the relay center, monitoring the call management system, scheduling, hiring and supervising staff, training staff, quality assurance, public relations, long distance billing, and purchasing.

4. DEAF shall take reasonable action to collect all unpaid long-distance phone charges from MRS users when notified of unpaid accounts by the Northstar Network. By April 1989, DEAF will submit to the TACIP Board a collection policy for TACIP approval.

C. Office Location

1. DEAF shall locate space for the relay center facilities within U.S. West Communications "Market Street" telephone exchange which are capable of expanding to meet future projected demand (e.g. 26 operator stations within 2-3 years and 34 stations within 5 years).

D. Phone Lines

1. DEAF shall provide for local telephone service lines to the relay center.
2. DEAF shall provide for separate phone numbers for its relay administrative office. This service shall include an "800" number separate from the MRS number for providing information about the MRS and MRS courtesy phones and TDDs for people to make relay calls from the administrative office.

E. Operation Manual

1. DEAF shall present a preliminary "operation manual" to the TACIP Board by December 1, 1988 and a finalized manual by January 15, 1988.
2. The manual shall include such issues as an "operator code of ethics," an operators' training plan, standard call-processing procedures, procedures for handling emergency calls, complaint procedures, long-distance billing procedures, and other topics deemed necessary by DEAF.
3. The manual shall be compatible with the TACIP Relay Policy Statement. Changes in the TACIP Relay Policy Statement shall be incorporated into the operations manual within 30 days' notice of such change(s).



**F. Start-up Date**

1. DEAF shall begin limited operation of the MRS no later than December 15, 1988, with full implementation no later than January 15, 1989.

**G. Publicity**

1. DEAF will conduct outreach to communication-impaired persons and groups and to the general public to publicize the availability of the MRS services and to educate persons regarding its use.

**H. Other Duties**

1. DEAF will perform other duties it deems necessary to carry out this contract, provided that expenditures are included in the annual TACIP budget. TACIP must approve any duties that require expenditures not included in the annual budget.

**IV. Duties of TACIP**

- A. TACIP will reimburse DEAF for MRS expenses as provided in Section V of this contract.
- B. In no event shall TACIP payments to DEAF exceed \$1,533,000 for the duration of this contract.
- C. TACIP shall enter into contract(s) for the provision of long-distance service to the relay center.
- D. TACIP shall purchase and have installed the central telephone system for the MRS, including a PBX and the ACD software.

**V. Reporting, Billing and Payment**

- A. DEAF will provide TACIP with an itemized statement of all receipts and disbursements related to this contract and include copies of all receipts for all disbursements. The billing shall be equal to the cost of service and materials itemized on the statement. The cost of labor billed to TACIP shall equal the sum of the person's wage plus fringe benefits, actual FICA and insurance costs. TACIP will reimburse DEAF for expenditures relating to travel of program staff, conferences and training for the relay program as approved by TACIP in the annual budget.

- B. DEAF may submit to TACIP itemized statements for reimbursement every two (2) weeks.
- C. TACIP may require invoices to be submitted in a form prescribed by the State of Minnesota.
- D. Payment shall be made by TACIP upon approval by its authorized agent (see Clause VIII) within 10 days of receipt of a properly documented invoice.
- E. All services provided by DEAF pursuant to this contract shall be performed to the satisfaction of TACIP, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. DEAF shall not receive payment for work found by TACIP to be performed in violation of federal, state or local law, ordinance, rule or regulation.

#### **VI. Disposition of Property and Surplus Funds Upon Completion or Termination of Agreement**

Any property purchased with these contract funds and/or any surplus funds remaining upon the termination of this agreement shall revert to the State of Minnesota and be returned to TACIP.

#### **VII. Amendments**

Modifications may be made at any time with the agreement of the parties and shall be in writing, and executed as an amendment.

#### **VIII. Authorized Agents**

DEAF's authorized agent for this agreement is their executive director, Wayne Moldenhauer. The authorized agent for the TACIP Board is the Program Administrator. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

#### **IX. Data Privacy**

DEAF agrees to comply with the requirements of the Data Practices Act.



## **X. Privacy of Communications**

DEAF shall require all of its operators and supervisors to comply with all state and federal regulations and statutes related to the privacy of telephone communications.

## **XI. Assignment**

DEAF shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of TACIP.

## **XII. Liability**

DEAF agrees to indemnify and save and hold TACIP, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by DEAF or DEAF's agents or employees. This clause shall not be construed to bar any legal remedies DEAF may have for TACIP's failure to fulfill its obligations pursuant to this contract.

## **XIII. State Audits**

The books, records, documents, and accounting procedures, and practices of DEAF shall be subject to examination by TACIP, its contracting department, and the legislative auditor.

## **XIV. Ownership of Documents**

Any reports, studies, photographs, negatives, or other documents prepared by DEAF in the performance of its obligations under this contract shall be the exclusive property of TACIP and all such materials shall be remitted to TACIP by DEAF upon completion, termination or cancellation of this contract. DEAF shall not use, willingly allow or cause to have such materials used for any purpose other than performance of DEAF's obligations under this contract without prior written consent of TACIP.

## **XV. Affirmative Action**

(When applicable) DEAF certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes 1984, Section 363.273.

## XVI. Workers' Compensation

In accordance with the provisions of Minnesota Statutes 1984, Section 176.182, TACIP affirms that DEAF has provided acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes 1984, Section 176.181, subd. 2.

## XVII. Antitrust

DEAF hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

### APPROVED:

#### TACIP

BY: *Robert L. Cook*

TITLE: *Chairman*

DATE: *10/14/88*

#### DEAF EDUCATION AND ADVOCACY FOUNDATION, INC.

BY: *Layne M. Nelson*

TITLE: *Executive Director*

DATE: *10/14/88*

#### AS TO FORM AND EXECUTION BY THE OFFICE OF THE ATTORNEY GENERAL

BY: *Wm. E. Murray*

TITLE: *Asst AG*

DATE: *10/14/88*

#### DEPARTMENT OF ADMINISTRATION

BY: *OCT 17 1988*

TITLE: *By: GERALD D. JOYCE*

DATE: \_\_\_\_\_

#### DEPARTMENT OF FINANCE

BY: *OCT 18 1988*

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



BUDGET Message Relay Service  
1988-90 Page 1 of 2

<u>Personnel</u>					<u>Partial</u> <u>FY '89</u>	<u>Full</u> <u>FY'90</u>
	<u>1988</u>	<u>'89</u>	<u>'90</u>			
FTE	1.0	1.0	1.0	Unit Manager - Message Relay Service (1988-89 = 41,500 + 12 x 7 mos.)	(1) \$24,208	\$43,575
FTE		1.0	2.0	Community Education/Public Relations Specialist	-0-	28,000
FTE	1.0	1.0	2.0	Receptionist Secretary (For 1988-89 x 7 mos.)	9,707	17,742
FTE	1.0	1.0	1.0	Bookkeeper/Accountant (1988-89 \$19,000/yr + 12 x 6 mos.)	9,500	19,950
FTE	2.5	3.0	3.0	Supervisors	(2) 20,475	58,968
FTE	35.0	50.0	60.0	General Operators	(3) 203,615	473,597
				Fringe @ 21%	<u>56,176</u>	<u>134,728</u>
Sub-Total Personnel					<u>\$323,681</u>	<u>\$776,290</u>

Contract Services

Operator Trainers (1988-89 - 7 mos. \$336 hrs. @ \$20.00/hr.)	6,720	20,475
Sign Language Interpreter (1988-89 7 mos. 448 hrs. @ \$20.00/hr.)	<u>8,960</u>	<u>26,000</u>
Total Personnel	<u>\$339,361</u>	<u>\$822,765</u>

Non-Personnel (Recurring Expenses)

- Occupancy (Rent, Including build-costs - 5,075 sq. ft. @ \$11.50/sq. ft. for 1988, '89, '90 (58,363/yr. + 12 x 7 mos.)	34,045	58,362
- Utilities (Electricity 1988-89 @ \$.55/sq. ft. 1990 @ \$.70/sq. ft.)	1,628	3,299
- Phone Service (Administrative, Clerical, Reception, Courtesy 1988-89 - 6 Lines \$13.00/Line x 10 mos.) 1989-90 Same (1990 [7 Lines x \$14.00 x 2.5 mos.])	780	936
- Trunk Lines (1988-89 = 40 Lines @ \$13.00) (1989-90 = 58 Lines @ \$13.00) (1990 = 68 Lines @ \$14.00)	3,640	9,048
- Repair & Maintenance (1988-89 \$5.50/Line for All Lines - 1990 \$6.00/Line for All Lines)	2,024	3,696
- Postage (Includes Dollars for Long Distance Billing, Education, P.R. & General	2,200	3,000
- Public Education and Advertising	3,000	4,000
- Printing and Reproduction	2,500	3,000
- Office Supplies	2,800	3,500
- Equipment Lease and Rental (Postage Meter, etc.)	1,750	2,000
- Travel Expenses	2,000	4,000
- Workshops, Seminars and Conferences	<u>1,000</u>	<u>2,500</u>
Sub-Total Recurring Expenses	<u>\$57,367</u>	<u>\$97,341</u>

- (1) Assumes Employment for 7 Months of Fiscal Year 1988-89  
 (2) Assumes Employment for 6 months of Fiscal year 1988-89 (\$9.00/hr. 1988-89); (\$9.45/hr. 1989-90); (\$10.00/hr. 1990)  
 (3) Assumes Incremental Start of Operators as Per the Following:

1989	Feb	Mar	Apr	May	June	
Person-Hour	4,804	6,412	6,512	7,192	7,396	- Total Hours 1989 = 32,320

1989-90 Operator Hours Will Increase by Approximately 10% on a per month basis

BUDGET Message Relay Service  
1988-90 Page 2 of 2

<u>(4) Non-Personnel (Non-Recurring Expenses)</u>	<u>Partial FY '89</u>	<u>Full FY '90</u>
- Phone Line Installation Cost, Line Charge @ \$17.99/Line x 46 Lines in 1988 + \$60.00 Order Taking Costs + \$56.00/hr. labor Estimated at 24 Person-Hours (1988 = 782 + 60 + 1,344) (1989 = 180 + 25 + 480) (1990 = 180 + 25 + 480)	\$2,186	\$685
- Operator Stations - From American Seating Corporation. All Operator Stations (6' x 6'); All Supervisor Stations (6' x 9') and Include Desk Area, Soundproof Dividers, Drawers, etc. (1988-89 = 17 Operators @ 2,700 and 3 Supervisors @ 3,00) (1989-90 = 8 Operator Stations @ 2,800) (1990 = 5 Stations @ 3,00 - Includes Electric Power Poles and Installation Costs)	52,776	22,400
- Desks - 6 @ \$285.00 (Administrative and Support Staff (1990 Add 1 @ \$300)	1,710	300
- Chairs (1988-89 - 6 Office, 10 Visitor, 15 Conference & 20 Operator) (1989-90 - 12 Operator Chairs)	7,350	1,800
- File Cabinets - 7 @ \$300/ea. (1989 Add 2 @ \$350)	2,100	700
- Telecommunication Devices for the Deaf (TDD) w/Printer - 5 @ \$425	2,125	-0-
- Copying Machine, Sorting and Collating Capabilities	5,500	-0-
- Electric Typewriters w/Memory - 2 @ \$1,600 (1990 Add 1 @ \$2,00)	3,200	-0-
- Computer with Appropriate Software (User Friendly)	3,500	-0-
- Miscellaneous Office Equipment - Calculators, Staplers, Rolodex, Letter Trays, Punches, etc.	2,500	750
Sub-Total Non-Recurring Expenses	<u>\$82,947</u>	<u>\$26,635</u>
<b>BUDGET RECAP</b>		
Total Personnel	\$339,361	\$822,765
Sub-Total Recurring Expenses	57,367	97,341
Sub-Total Non-Recurring Expenses	83,947	26,635
(5)Sub-Total Indirect expense @ 7%	<u>39,096</u>	<u>66,271</u>
Total	<u>\$519,771</u>	<u>\$1,013,012</u>

(4)The dollars shown in each year represent new or additional equipment and is tied directly to the increase in personnel in each Fiscal Year.

(5)Includes a percentage of the Executive Director's time, year-end Auditing, liability insurance, et. al.



## **Minnesota Relay Service (MRS) Policies**

### **I. What the MRS is:**

- A. A service to make the telephone system fully accessible for people who require a Telecommunications Device for the Deaf (TDD) to communicate over the telephone;
- B. A necessary link between people who use TDDs and people who use voice to communicate over telephone lines;
- C. Established for the benefit of all Minnesotans.
- D. Accessible to any telephone user as long as the relay originates or terminates in Minnesota and involves a TDD user and a voice user;
- E. Designed to mirror telephone service that is provided to hearing people;
- F. A 24 hour per day 7 day per week service;
- G. Easily accessible with less than 10% of callers getting busy signals and a maximum wait time of 90 seconds.

### **II. What the MRS is not:**

- A. A place to store messages to relay later;
- B. A way for people living outside of Minnesota to contact other people also living outside of Minnesota;
- C. An "information referral" or "directory assistance" service;
- D. A way for TDD-users to contact people or places that also have a TDD.
- E. A direct source of counseling or intervention;

### **III. How you use it:**

- A. Access
  - 1. Relay users within the Twin Cities local calling area will access the relay center through a local service number.
  - 2. Relay users in Minnesota but outside the Twin Cities local calling area will access the relay center through an 800 number.
  - 3. Relay users outside Minnesota will access the relay center through the local service number.
  - 4. Relay callers in Minnesota can place relay calls to any destination.

B. Procedure

1. The MRS processes calls in a friendly and professional manner.
2. The calling party should give the operator his/her name and whatever information is necessary for processing the call.
3. To save time and allow others to use the relay, callers should be as brief as possible, prepare all call processing information before calling, and only request up to three relays each time you call in.
4. The MRS will keep callers informed of the status of their call.
5. To ensure proper confidentiality, the MRS will not:
  - a. keep a record of the content of relay conversations;
  - b. divulge the content of relay conversations; and
  - c. act on any information contained in a relay conversation, aside from actually relaying the call.
6. The MRS will transmit messages verbatim unless a relay-user requests translation from sign language sentence structure and grammar to plain English.

IV. Special Issues

- A. Operators -The MRS will be staffed with operators skilled at relaying calls and knowledgeable about TACIP relay policies, relay procedures, deaf culture, and how deaf people use English.
- B. Code of Ethics - The MRS will develop an "Operator Code of Ethics," to be signed by all relay operators, consistent with their role as telephone operators serving communicatively-impaired people.
- C. Complaint Process - Users should refer complaints to the Relay Director. If the customer is not satisfied, or if the complaint is of broad concern, the TACIP Administrator will work with the Relay Director to find a resolution. If a problem persists, the TACIP Administrator should bring it to the attention of the TACIP Board.
- D. Emergency Calls - TDD-users should call the "911 TDD number" that serves their area. Emergency calls to the relay center will be processed in the most efficient way possible.
- E. Billing -
  1. The MRS will charge the relay calling party a per minute rate for intrastate relays that terminate outside of the calling party's local calling area.
  2. The called party may agree to pay long distance charges in place of the calling party.
  3. The MRS will contact a long distance operator of the callers choice for processing relay calls that terminate outside of Minnesota. Such calls will be billed using collect calling, credit card, or third party billing.



ATTACHMENT 5

**OPERATIONS MANUAL**  
**FOR**  
**MINNESOTA MESSAGE RELAY SERVICE**  
**OPERATED**  
**BY**  
**T.A.C.I.P. / D.E.A.F.**

**DEAFNESS, EDUCATION, AND ADVOCACY FOUNDATION**  
**D.E.A.F.**

**419 North Robert St. Suite 142**  
**St. Paul, Minnesota 55101**  
**[612]**

**224-2515 T.D.D. or [612] 224-3156 VOICE**



TABLE OF CONTENTS  
Message Relay Service  
Operations Manual

- I. HISTORY
  - D.E.A.F.
  - T.A.C.I.P.
- II. DEAFNESS
  - Culture
  - Language
- III. MESSAGE RELAY SYSTEM
  - THE MESSAGE RELAY SERVICE IS:
  - THE MESSAGE RELAY SERVICE IS NOT:
  - Operators
    - Code of Ethics
    - A Case In Point
  - Equipment
    - The Phone Equipment
  - Description of Telecommunication Device for Deaf [T.D.D.]
- IV. ANSWERING A CALL
  - Identifying Yourself
  - Voice or T.D.D.
  - The Process
  - Other Considerations
    - Long Distance
    - Billing Procedures
  - Local Calls
- V. EMERGENCY CALLS
- VI. MISCELLANEOUS
  - General Information
  - Call Process Evaluation Forms
  - Example Calls

1. HISTORY

In 1980, the Minnesota Association of Deaf Citizens [MADC] designed and incorporated the Deafness, Education and Advocacy Foundation [DEAF] as a center to carry out the dreams and innovations of the deaf community. An interlocking Board between the two organizations gives D E A F the ongoing advantage of a direct and continuous link to the needs and concerns of the communication impaired population of greater Minnesota. The goal of D E A F has been to provide direct service to the communication impaired consumer as well as the community of professionals, friends and family that surround that person. Early on in the development of D E A F services, the Board of Directors established a Resource Center, presently located in downtown St. Paul. From this Resource Center, many services are offered to the community, these include: Translation services which facilitate the written communications between deaf and hearing people-Working with the school system, providing Open Forums for questions about Adaptive Equipment, and Sign Language Workshops and Seminars of topics of interest to communication impaired people. In addition, the D E A F Resource center carries a complete line of adaptive equipment, videotapes, and an extensive selection of printed material on hearing impairment and all forms of sign language. The D E A F Resource Center became known as a place where all staff communicated in sign language and where people could go to make interpreted phone calls [where an interpreter stands in front of a deaf person and signs the conversation while speaking to the hearing person].

In 1980 a number of deaf leaders met at Camp Courage to set priorities for programing for the years to come. Of the seven goals that were set, the number one priority was assigned to establishing a message relay service. This Relay Service is the Culmination of many years of work by countless people representing a wide variety of communication disorders.

Out of the meeting at Camp Courage, grew the establishment of the Hearing Impaired Telecommunications Advocacy Committee known as [HITAC] This project lasted about 3 years and was in large part responsible for the drafting to the bill which established The Telecommunication Access for Communication Impaired People [TACIP]. This bill was initially passed into law in 1987, and ammended in 1988. In essence, this bill provides that a message relay system be established to facilitate communication between TDD and non-TDD users, and provides the equipment to improve the communication level of other communication impaired people.



A Board [TACIP] whose members were appointed by the Governor, was established to oversee the development of a message relay system and the distribution of special communication devices. Funding for the Relay Service and for the distribution of the free equipment is from a surcharge to all consumers of telephone service in the state of Minnesota. The Public Utilities Commission ordered the phone company to affix this surcharge to your monthly phone bill.

## II. DEAFNESS

The causes of hearing loss are too numerous to be listed in this kind of manual, however your trainer will touch on them in your training sessions. We feel that it is important for you to have an advanced look at some of the values and definitions as taken in part from a manual prepared for D E A F by a teacher who is himself deaf. He defines deaf culture as--"a way of life that is taught and passed on to younger generations. There are behaviors which members demonstrate within its own group, has their own beliefs which members share among its group, has their own set of values, customs and has its own set of humors and folklore. It is also a way of survival, and has its own LANGUAGE." "When we speak that it has its own LANGUAGE, it has a significant meaning and purpose to any culture as well as it links toward it." This person goes on to define some values that he feels are important to the deaf culture:

"---AMERICAN SIGN LANGUAGE---INTERACTION AND COMMUNICATION---SOCIAL ACTIVITIES---NEWSLETTERS---STORIES/LITERATURE---CAPTIONED NEWS/SHOWS---SIGNALERS [baby cry alarms, alarm clocks, TDD's/TTY's---SPORTS---PLAYS OR OTHER BEHAVIORS DESIGNATED FOR THE EYES---SUPPORT FROM PEERS---RESPONSE TO VISUAL CUES/EXPRESSIONS.

"Every language and culture are directly linked. You cannot separate the culture from the language. Once you attempt to destroy the language, you are also destroying the culture." .....those people who have paternalistic attitude about deaf people and have no desire to change their attitudes, they have NO place in the Deaf Community." [Dr. Alan Hurwitz, 1982].

[adapted from: American Sign Language by Charlotte Baker and Dennis Cokley]  
AMERICAN SIGN LANGUAGE [ASL] is a visual/gestural language created and used by many deaf people in the United States and parts Canada. Each "sign" is visually/gesturally defined with specific rules not only using the hands but with the body movements as well as the facial expression and specific handshapes which gives the true meaning to A S L.

A S L was designed for the EYES not for the ears or to be a written language, where as English is a written language and for the ears.

"We can see as history and experience shows us, at the heart of every community is its language. This language embodies the thoughts and experiences of its users and they, in turn, learn about their own culture and share in it together through their language. Further, we see that A S L is used for their own social communication within the Deaf Community. However, with very few exceptions, it is not used in the area of education." "Not all deaf individuals have "poor" English, but have Minimal Language Skills [MLS]. Often they were considered poor, broken or short-cut English. Linguists have researched and found that A S L is considered a language ....." " The language that the deaf use in writing or keying on the TDD/TTY would be that they visualize the concepts in A S L order of the English rules. Therefore, as Message Relay Operators, you may be called on to interpret the written or keyed phrases. Deafness has been referred to as an invisible disability. Unlike a physical impairment or even a visual impairment, a hearing impairment often goes unnoticed. A hearing loss can range from mild, having difficulty with certain sounds or frequencies to profound, detecting little or no sound. Losses are detected by the individual or through audiological screenings and can affect individuals of any age. Hearing losses can be caused by disease, injury, age, or heredity."

### III MESSAGE RELAY SYSTEM

The needs of the hearing impaired telephone user are the same as those of the hearing person. Because not all hearing people have access to TDDs, it is necessary for a message relay system. The success of the relay system and comfort level of the consumer depends on the privacy and confidentiality of calls. Precautions must be strictly observed to insure this confidentiality. Before proceeding with the specific details of the system, we will first answer two major questions. The first is WHAT THE MESSAGE RELAY SERVICE IS:

- A service to make the telephone system fully accesible for people who require a Telecommunications Device for the Deaf [TDD] to communicate over the telephone.
- A necessary link between people who use TDDs and people who use voice to communicate over telephone lines.
- Established for the benefit of all Minnesotans.
- Accessible to any telephone user as long as the relay originates or terminates in Minnesota and involves a TDD and non-TDD user.



- Designed to mirror telephone service that is provided to hearing people.
- A 24 hour per day 7 day per week service.
- Easily accessible with less than 10% of callers getting busy signals, and a maximum wait time of 90 seconds.

The second question we will answer, is WHAT THE MESSAGE RELAY SERVICE IS NOT:

- A place to store messages to relay later.
- A way for people living outside of Minnesota to contact other people also living outside of Minnesota.
- An "information referral" or "directory assistance" service.
- A way for TDD-users to contact people or places that also have a TDD.
- A direct source of counseling or intervention.
- A way to replace emergency services although the Relay Service will handle emergency calls, they will be done in conjunction with the 911 service; this will be covered in greater detail later in the manual and also in the training sessions.

As a self contained area, public access to the relay center is allowed only to the reception area. All other entrances contain electronic combination locks. No one outside of those directly associated with the Relay Center have access to the combination which is changed periodically to guard against unauthorized entrance.

Visitors are allowed in the center only by permission of and when accompanied by, either the Executive Director, or the Unit Manager. Observation of an in-progress call is at the discretion of the Executive Director or Unit Manager. Only when a call is completed and the Operator made unavailable for incoming calls, is the Operator allowed to answer questions regarding the relay process.

OPERATORS, are the key to the Message Relay System. In addition to passing a typing and spelling test, consideration is given to attitudes, ease of adjustment, flexibility, and willingness to follow directions. Operators are trained in syntax and grammatical structure of American Sign Language[ASL], deaf culture, privacy, confidentiality, and the Operators Code of Ethics. Adherence to the rules and regulations is of the utmost importance to ensure confidentiality of all calls.

Supervisors and Relay Operators will be expected to abide by the following CODE OF ETHICS based on those of the National Registry of Interpreters for the Deaf [NRID]:

- Operators will guard all confidences entrusted to them. Everything the operator says and hears while relaying will be confidential. Nothing is to be discussed with anyone other than a Supervisor or the Manager of the Relay Service.
- Operators shall render a faithful interpretation, always conveying the content of the message and the spirit of the speaker. Every spoken word will be typed. If the party is rude, Operators will convey this.
- Operators shall not advise or give personal opinions. It is important for the hearing impaired caller to make his/her own decisions.
- Operators will be required, to a certain extent, to transmit swear words as the phone call belongs to the consumers.
- Operators shall not censor nor keep a record of any conversations including those of an illegal nature.
- True Operators' names are kept confidential for the protection of the Operators and Relay users. All Operators will be assigned an I.D. code number or name, to be used for identification when answering phones.

In this part of the manual, we will try to show by an example, what can happen when an Operator puts their own thinking into a situation. The Operator is the means of relaying the call to voice and vice versa. It is not the Operator who is placing the call and therefore not the person who is leading the conversation. The following is an excerpt of a letter sent to a relay system showing just such a case. This letter is included with the writers permission, however the writer wishes to remain anonymous.

"I wrote to you some time ago but didn't receive the courtesy of an answer. I am again writing in hopes I can get some satisfaction concerning your relay service.

On Monday morning, 8 August, I called to relay a message to my florist for an order of 18 lavender carnations. The person on relay did not identify themselves. I also asked the relay to ask for Gloria at the florist, since she knows me and told them to ask if the florist had any astomeria Luciana and what was the price on those. Immediately, the relay person informed me the order was made and when I asked her how that could be since she hadn't quoted me a price on the asromeria, [nor had she/he informed me if I was in contact with Gloria,] and was informed the florist had hung up. I know the florist would not hang up until the order was completed. Realizing the many mistakes the relay center has made in the past, I waited most of the day and finally contacted my daughter-in-law [who has a



TDD], and asked her to check the florist and see just what had been ordered. She called me back shortly to say it's a good thing she'd checked as the relay person had ordered one dozen astromeria Mona Lisa and Six carnations!! Very obviously the relay person had took it upon themselves to do my ordering---and not in the way I had asked. The eighteen lavender carnations are a tradition with me and the recipient so would hate to think what she'd have thought to receive this very odd order. I hadn't even ordered astromeria and the florist told my daughter-in-law that she told the relay person they didn't have the astromeria Luciana but did have the astromeria Mona Lisa. How on earth this can be a relay situation on which a deaf person can depend on is beyond me.

Having talked with other deaf it has become obvious that many will not use the service and others only as a last resort because of mistakes in messages. In my opinion, the relay people need to have a great deal more empathy with the deaf who are dependent on them for calls they cannot make themselves. In my case, they have gotten addresses wrong, have been rude, and even told me what they think I should do in certain instances. I'm not asking them for advice---I'm asking that they relay a message, verbatim if possible with no embellishments of their own.

Signed

J. M.

As of this writing, the State of Minnesota has not purchased the equipment that TACIP will provide DEAF to use in the Message Relay Service. Although we do not know the exact make of this equipment, we do know what we can expect from it. For purposes of this manual, we will cover the general expectations of the equipment and more exacting training will be provided in a hands on training session at a later time.

- The Operators will be able to identify if a caller is using local or 800 lines.
- Incoming calls will be sent on voice lines to the next available Operator.
- Calls will continue to ring until answered. There will be no announcement but calls will queue without answer supervision.
- The Operator will have the capability of transferring a TDD call from the incoming line to their TDD line easily, and communicate on that line while placing and maintaining a voice call on another line. There will also be a simple method for transferring calls on the TDD line back to a voice line on the telephone.

- There will be a method for billing calls that would normally be billed in a long distance situation. This will be discussed in another part of this manual.
- There will be a method for measuring elapsed conversation time at each Operator workstation.
- Each supervisory station will have the ability to monitor the operators by both voice and the TDD from their station. This is very much like the Internal Revenue System where often times two people will monitor a call with a consumer to assure that the interaction is handled in a professional and courteous manner.
- The supervisor will have the capability to also monitor the call handling system, for example; the number of Operators available on line, or the number of Operators that are not available.

Although operators will be using some very modern electronic equipment to run their end of the relay service, it is important to know basic information about the TDDs, or the older TTYs. Today's TDDs are generally small portable models, in most cases smaller than the average typewriter. The machine consists of a typewriter keyboard, a light indicator, on/off switch, a display screen, and/or paper printout about the size of adding machine paper. These machines are capable of backspacing, to errase, and automatically printing numbers without the need for a shift key. They also have a self-returning function incorporated into them. The newer model has a built-in coupler for the phone, or is made to be direct connect. The older model TTYs are large cumbersome, free standing machines. The design is that of a large typewriter similar to the old free standing floor radios of the 1930's. These machines use very wide paper rolls. There is a shift key for letters and one for numbers. There is also return keys and a line feed for advance to the next line. The older machines are not capable of deleting or backspacing. In some cases both devices are similar, however modern technology has made them more convenient. One major difference other than just the general operation of the two machines is that the newer models have an ASCII function. With this function two similar TDD's when talking to each other can "download" or "dump" information at a very rapid rate; much too quickly to read. In order to accomplish this the TDD has to have a built-in memory function.



#### IV ANSWERING A CALL

When a call comes into the Message Relay System, whether it be local or long distance, the call distribution equipment will seek out the Operator whos' line has been idle the longest. In this way, no Operator will have extensive gaps between calls while others are constantly working.

The Operator will answer the call in the voice mode with a statement similar to "Message Relay System, this is code name/number." If you receive no response, that may mean the caller is using a TDD, however, it is recommended to repeat the phrase. When the Operator has connected with the voice caller, the Operator will need to collect only as much information as needed to place the call to the TDD user.

Answering incoming calls is an obvious and important part of the Operator's responsibility. Please remember that if you do not understand something,

#### DO NOT ASSUME YOU

UNDERSTAND, ASK for clarification.

On occasion, you will encounter Scrambled words or all numbered characters, these transmissions are difficult to interpret due to the inaccurate characters appearing on the screen. Some of these causes are typing errors, problems with the telephone lines, back-ground noises, troubled TDDs, and more.

These situations are recognized by the appearance of a number of illegible characters. When this occurs, attempt to decipher enough of the message to determine the request, then type to the TDD user, "YOU MEAN..QQ.. GA" [question, go ahead] to insure you have determined the intent of the message correctly.

Occasionally, a message will consist of nothing but numbers and punctuation. This is because of two things:

1. Faulty TDDs.
2. Shift was not pressed down.

When this occurs, request the caller to "REPEAT PLEASE, IT WAS ALL NUMBERS...GA".

If the TDD user uses a word that you do not recognize but may be correct, ASK the TDD user to clarify the word by typing: WHAT THIS MEAN... (insert the word(s) spelled the same way the TDD user did)...GA".

There are some phrases that are normal to TDD conversation and most of these will be covered in your training. However, it is good to know a few basics i.e. punctuation is rarely ever used. To indicate completion use GA to end a question always use QQ. When the call is finished, the TDD user will type GA or SK that is like saying I'm finished do you have anything more, if you don't, just type SKSK and the TDD user will do the same.

The following rules have been established to help clarify for both the Operator and the consumer, the PROCESS of handling relay calls:

- Maintain all calls relayed in strict confidence.
- Repeat all messages relayed exactly, word for word, without rephrasing words in any way, and without interjecting comments or opinions of your own or offering any advice.  
EXCEPTION: At the request of the TDD or voice caller, the Operator may interpret the conversation where it is necessary for clarity between both parties.
- Speak only in the first person. [If the person speaking says, "I'm going out," the Operator will repeat "I am going out." ] The Operator will not say, "She is going out" or, "She said she is going out."
- Handle all calls in a courteous and professional manner.
- Respect consumers' wishes as to whether to provide identifying information before the party they are calling is on the line.
- Require consumers to identify themselves only to the extent necessary to fulfill the purpose of their call.

EXCEPTION: Operators may require consumers to fully identify themselves when necessary for billing purposes when long distance calls are being placed.

- Leave messages with third party as requested by consumers.
- Relay messages that are of a criminal nature. [The Minnesota Attorney General has provided an opinion that as long as messages are relayed verbatim, the Operator is protected by the same law that protects regular telephone Operators in the State of Minnesota Note: Additional training will be given on this subject and its meanings.

The rules dealing with PERIPHERAL CONSIDERATIONS are as follows:

- All Operators will be required to sign a pledge of confidentiality at the beginning of their employment, and after participating in the training sessions.
- All calls are totally confidential and are never to be discussed among co-workers or socially, before, during or after hours. If there is a problem with a specific call, the Supervisor and, if one is not available, then the Unit Manager will be notified.
- If obscenities or abusive remarks are directed to the Message Relay Operator, the Operator will request the caller to stop; if the caller continues, the Operator will notify the Unit Manager prior to terminating the call.
- Shared meetings will be scheduled in which Operators will be required to participate, for discussion of specific situations or problems with which the service must deal.



- No phone numbers or addresses of consumers or employees will be given out, except as relayed through the Operator during the conversation.
- Any written notes used during the Operator's shift will be destroyed at the end of the shift unless they are notes used for a later discussion with the Supervisor or Unit Manager.
- Consumers using the Relay Service may file complaints about the service, including the conduct of the Relay Operator, to the Unit Manager and, if that is not successful, then to the Executive Director and, finally, to the TACIP Committee.
- When a complaint is made about a Relay Operator breaching confidentiality, the Unit Manager will suspend that Operator for one week (five working days) pending the outcome of an investigation. The Manager will complete the investigation within one week and inform the affected Operator of the findings. The suspended Operator will receive back pay from the date of suspension if there is no finding of breach of confidentiality.
- When handling relay calls, the Relay Operator will sometimes be requested to act as an (1) interpreter between the two parties. As such, the Operator has responsibility to "interpret" or relay the two parts of the conversation accurately and faithfully. Operators will avoid the temptation to paraphrase. Every word that is spoken by the hearing person will be typed on the TDD, and every word typed by the hearing impaired person will be spoken to the hearing person.
- Operators will, when necessary, remind the hearing party that their role is to type every word (people can speak well over 200 words per minute), and that the Operator is simply a middle person. This will alert the hearing persons and protect the Operator. If the hearing person is speaking too rapidly for the Operator's typing ability, the Operator will ask them to "Please slow down as I am typing everything you are saying." Operators will, when appropriate, remind the hearing person that they are an Operator only and all questions must be directed to the deaf caller.

(1) It should be noted that our use of the word "interpret" is meant only to describe the facilitation of conversations between two parties and does not imply the characteristics or training of a professional Sign Language Interpreter.

LONG DISTANCE CALLING, is one of the procedures still in the developmental stage as of this writing, however certain decisions have been made and this section will address those decisions.

Due to the ever changing rates offered by the long distance carriers, it would be very difficult and time consuming for D E A F to negotiate with each carrier for new rates every month or two. We have been most fortunate to be able to contract for long distance service through the State Northstar system. This system contracts with the individual carriers, and insulates D E A F from the problems of monthly contract negotiations.

Northstar will also provide a portion of our long distance billing service. No calls will be placed on hold, all will continue to ring, they will automatically be queued and answered in the order received. The reasons for not using a hold function are several, when a TDD is placed on hold, the TDD light does not register because there is no intermittent sound for it to pick up, further, the cost could amount to several thousand dollars more per month to put people on hold, than to let it ring. The solution then, let the phone continue to ring and the TDD user will know that the phone has not been answered.

People will be billed for long distance calling on a per minute basis from the Message Relay Service to the point of call. INTER-STATE calls will be billed in the following manner: The MRS Operator will contact a long distance Operator of the callers choice for processing relay calls that terminate outside of Minnesota. Such calls will be billed using collect calling, credit card, or third party billing.

INTRA-STATE calls will be billed on an account number only [an account number consists of the last digit of the persons area code and the seven digits of their phone number].

Inter-state calls will be made by dialing 9 and accessing the regular operator and giving the TDD callers card number and relaying the call in the usual manner.

Intra-state calls will be made by dialing 8 which accesses the Northstar system and entering their account code.

If a call is not a billable call, the Operator will note this by first accessing the Northstar system by dialing 8 then dialing in a special account code 1111-1111 this will notify the TACIP Manager that the particular call was not billable and TACIP will have to absorb the cost. Each Operator will receive extensive training on the proper times to use the 1111-1111.



## V. EMERGENCY CALLS:

When an emergency is indicated, give the call your priority and undivided attention. When the calling party indicates an emergency, assume it is, until you have enough details to determine otherwise.

It is important to understand that the Message Relay Service will NOT replace the 911 Emergency network, we are in a unique position in the community. In times of stress we may be the first number that will come into a TDD user's thoughts. If that happens, you can be assured that the TDD user will call the M R S. When this person calls, and declares an emergency, find the number to the nearest Public Safety Answering Point [P S A P] and call that number and stay on the line to interpret that call as long as it is necessary to assure successful completion.

Additional training will be given on all aspects of the Emergency Network by the 911 management.

## VI. MISCELLANEOUS

**PROVIDING INFORMATION ABOUT THE SYSTEM:** We are aware that many calls will come into the Operator requesting information about how to use the system. DO NOT GET CAUGHT UP IN DIALOGUE about the system. Simply refer them to the toll free 800 number, and explain that if they call this number they will receive information on how the system works.

**OPERATOR ASSISTANCE:** Many times people will call asking you to find a phone number for them.

It is not the Operator's responsibility to provide information, tell the caller that they can contact the special needs center at 1-800-223-3131. We will not provide Message Relay services on this number, therefore, the calls being placed to this number will be one TDD to another.

If requested, the Operator may assist the TDD user if they encounter trouble when dialing a number, or with a credit allowance due them from a problem call.

### CALL EVALUATION FORMS:

To ensure quality service on the part of the Message Relay Service, the Supervisor will make random calls to assess the consumers' satisfaction. The relay Operator will need to solicit permission from the caller for a follow-up evaluation call. At the end of the call the Operator is relaying, the Operator will ask the initiator of the call, for a follow-up. This procedure will take place approximately 2% of the time, and is designed to provide instant feedback at the Supervisory level. The Following page is representative of the form that will be used in this process.

CALL PROCESS EVALUATION FORM

DATE: \_\_\_\_\_

OPERATOR'S CODE NAME: \_\_\_\_\_

TELEPHONE NUMBER TO BE CALLED: (    ) \_\_\_\_\_

VOICE CALLER (    )      TDD CALLER (    )      (Check one)

The Supervisor will call and record responses to the following questions:

1. Did the Operator answer promptly?

YES      NO      OTHER \_\_\_\_\_

2. Did the Operator inform you of what was happening (ringing, busy, on hold, being transferred, hung up on)?

YES      NO      OTHER \_\_\_\_\_

3. Was the Operator polite during the call?

YES      NO      OTHER \_\_\_\_\_

4A. (For TDD callers only)

Did you understand the Operator's typing (spelling, abbreviations, language)?

YES      NO      OTHER \_\_\_\_\_

4B. (For voice callers only)

Did you understand the Operator's voice (language and pronunciation)?

YES      NO      OTHER \_\_\_\_\_

5. Did the Operator get personally involved in your call?

YES      NO      OTHER \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. At the end of your call, did the Operator ask if you wanted to make another call?

YES      NO      OTHER \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_



-----".....OK I WANT JUST TO BORROW TDD FOR 6 MONTHS GA OK I SUGGEST YOU  
CONTACT THE WEST DIRECT PPHONE COMPANY TO RENT FROM THEM THE NUMBER  
IS 1-800-223-3131 GA PLSHOLD IM BACK RIGHT KQMNPAIWEAEQEQ RIGHT QQ GA  
TYPR TYPE AGAIN DIDNT GET IT GA TVI -800-22AQEQ GA YOU TYPED SOME  
LETTERS THE NUMBER IS 1 800 223 3131 TDD NO COST TO CALL THIS NUMBER GA  
I GOT IT GA OK FINE YOU SHOULD ALSO KNOW ABOUT THE TDD DISTRIBUTION  
PROGRAM YOU CAN COME INTO THE RESOURCE CENTER HERE AND PICK UP AN APP  
PLICATION FOR A FREE TDD THIS PROGRAM WILL BE STARTING LATER THIS FALL  
GA YOU MEAN I GET FREE TDD GA IF YOU QUALIFY FOR IT MEANS YOU HAVE TO PROVE  
YOU HAVE HEARING IMPAIRMENT AND ALSO YOU DONT MAKE TOO MUCH MONEY GA  
OKAY I WILL GO DEAF CENTER TMRROW AND I WILL PAY FIVE DOLLARS FOR ONE  
MONTH OKAY SO WHAT KIND OF TDD I JSUT BORROW FOR THIS MONTH UNTIL I CAN  
GET FREE TDD LATER OKAY BUT WHAT A BOUT COSTERN BELL GA OOUR TDDS ARE  
FIVE DOLLARS A WEEK NOT FIVE DOLLARS A MONTH WE DONT HAVE ANY TO RENT  
RIGHT NOW THEY ARE ALL BEING RENTED NOW MAYBE NEXT WEEK WE WILL HAVE  
ONE FOR YOU TO RENT U S WEST DIRECT IS SAME AS NORTH WESTERN BELL THEY  
RECENTLY CHANGED THEIR NAME GA OKAY I WILTLL CALLL THEM NOW GA OR SK  
AFZBYE THANKS BYE SK

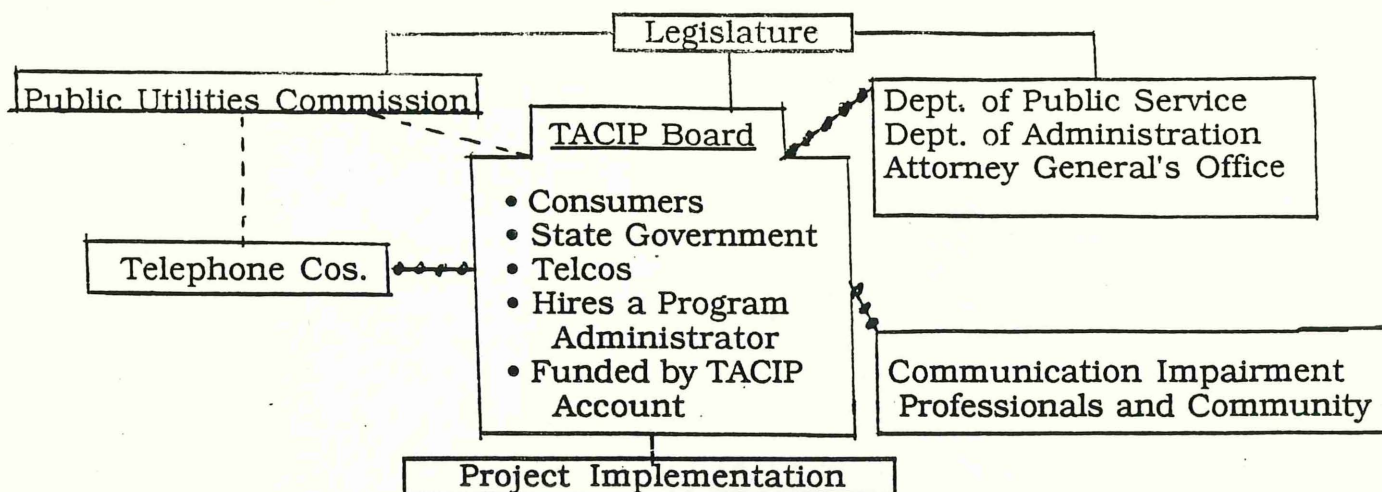
The examples of the calls we printed here are transcribed directly from the tape,  
deleting only names and personal data. What is important, is that you notice that  
the typing is rarely ever accurate and few bother correcting misspelled words; they  
will either xxxx or just hit the space bar a few times and go on. You may also notice  
the lack of punctuation, it is a rare TDD user that inserts punctuation in the course of  
a TDD communication. Keep in mind that English is not the first language of many of  
the TDD users, however after a time you will be able to handle that quite easily. On  
the other hand it will become equally apparent that many TDD users are quite skilled  
in English and in fact, you may be talking to a professional linguist or Phd in English.  
When using the TDD you will often times have no idea if you are talking to male or  
female, what the education level of the person is, or what their profession is. You will  
become skilled as an Operator, but never loose sight of your people skills, no matter  
how trying some conversations become; many people will be gambling a lot on the fact  
that you are a TRAINED PROFESSIONAL and will react accordingly.

ATTACHMENT 6



**A.**

# TACIP Administrative Structure



**B.**

# TACIP Project Implementation

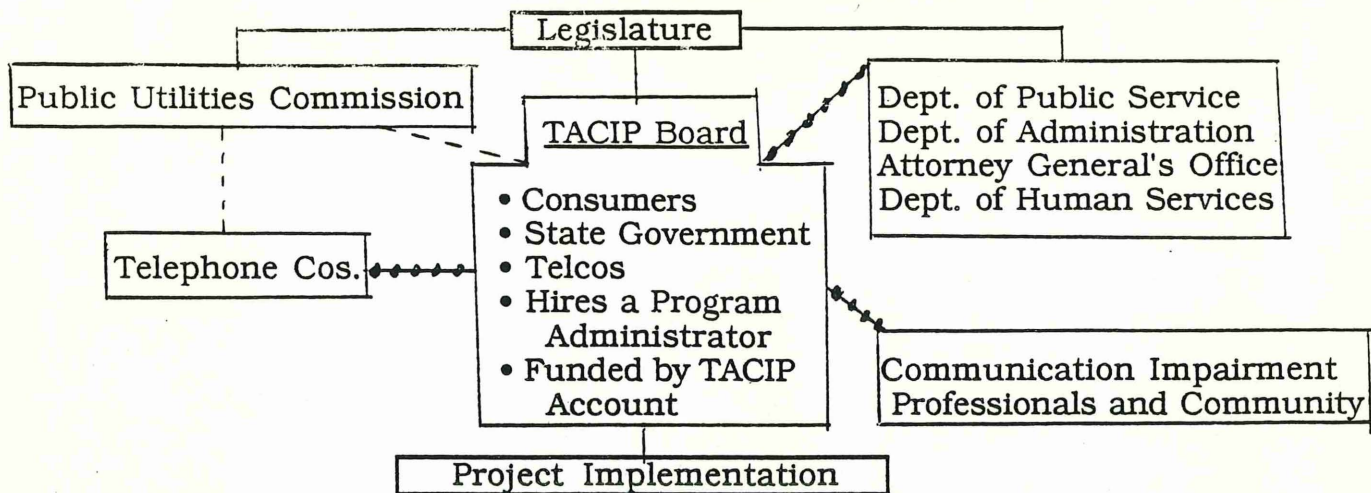
Surcharge	Distribution of Equipment	Message Relay
TACIP Recommends Level PUC Reviews Level PUC Orders Assessment Telcos Assess, Send to DOA DOA Collects, Deposits in TACIP Account DPS Accountants Confirm Deposits	TACIP Studies Impact on Local Vendors TACIP Researches Available Equipment TACIP Defines Eligibility Priority Standards NW Bell Purchases Devices NW Bell Delivers Devices to All Telcos All Telcos Receive Applications All Telcos Certify Eligibility, Priority All Telcos Distribute Devices to Eligible Customers All Telcos Provide Outside Wiring if needed All Telcos Train First Time Users All Telcos Maintain Equipment All Telcos Own Equipment All Telcos Recover Costs from TACIP Account	Planning Contract with Consultant "800" Service Contract with InterLATA Co. Operation Contract with Local Consumer Organization TACIP Sets Policies Monitors Performance Contract Costs Paid From TACIP Account

**Key:**

- Statutory Creation and/or Budgetary Control
- - - - - Tariff and Review
- Consultation and Support

C.

# TACIP Administrative Structure With Amendment



D.

# TACIP Project Implementation With Amendment

Surcharge	Distribution of Equipment	Message Relay
TACIP Recommends Level PUC Reviews Level PUC Orders Assessment Telcos Assess, Send to DOA DOA Collects, Deposits in TACIP Account DPS Accountants confirm Deposits	TACIP Studies Impact on Local Vendors TACIP Defines Eligibility Priority Standards TACIP Recommends Equipment Specs. DOA Orders Equipment DHS Owns Equipment DHS-RSCs Receive Applications DHS-RSCs Certify Eligibility, Priority DHS-RSCs Distribute Equipment DHS-RSCs Train First Time Users DHS-RSC's Maintain Devices (5 Year Warranty) All Telcos Provide Outside Wiring If Needed DHS and Telcos Recover Costs From TACIP Account	Planning Contract with Consultant "800" Service Contract with InterLATA Co. Operation Contract with Local Consumer Organization TACIP Sets Policies Monitors Performance Contract Costs Paid From TACIP Account

Key:

- Statutory Creation and/or Budgetary Control
- - - - - Tariff and Review
- Consultation and Support



**ATTACHMENT 7**

Interagency Agreement between the Telecommunications Access for  
Communication Impaired Persons Board and the Department of Human  
Service/Deaf Services Division

Recitals

Parties to the Agreement

The parties to this agreement are the Telecommunication Access for Communication Impaired Persons Board (referred to as TACIP in this agreement) and the Department of Human Services, Deaf Services Division (referred to as DHS/DSD in this agreement). The parties are agencies of the State of Minnesota.

Authority for the Agreement

The parties are authorized by Minnesota Statute section 471.59 (1986) to enter into interagency agreements and by Minnesota Statute section 237.50-56 (1988) to carry out the duties set forth in this agreement.

Purpose of the Agreement

The purpose of the agreement is to establish and implement TACIP program procedures and methods for the distribution of communication devices to eligible persons; for maintenance of such devices; for outreach to communication impaired persons to inform them of availability of distribution programs; for orderly reporting, billing, and payment between the parties to facilitate high quality and efficient delivery of TACIP services.

The parties, in consideration of their reciprocal duties and benefits of the agreement, do hereby agree as follows:



I. Term of the Agreement

This agreement shall be effective on July 1, 1988, and shall remain in effect until June 30, 1989. The agreement may be cancelled prior to this date by either party giving the other 30 days written notice.

II. Duties of TACIP

(A) Within 20 days, after execution of this agreement, TACIP will advance to DHS/DSD the sum of One Hundred Fifty Thousand Dollars (\$150,000) for materials and services to be provided under this agreement.

(B) TACIP will reimburse DHS/DSD for monthly expenses as provided in section IV of this agreement.

(C) In no event shall the payments exceed \$1,239,665 for the duration of the contract.

III. Duties of DHS/DSD

(A) DHS/DSD will purchase communication devices with specification established by TACIP pursuant to Minnesota Statute section 257.50-56 (1988).

(B) DHS/DSD will present to TACIP for approval a comprehensive plan and budget for processing TACIP applications, verification of eligibility, distribution of equipment, maintenance of equipment, training and outreach for eligible persons no later than November 1, 1988.

(2.) A manual for the equipment distribution program shall be submitted by DHS/DSD to TACIP no later than November 1, 1988.

(C) Upon approval of the preliminary budget by the TACIP Board, DHS/DSD will hire staff as approved in the preliminary budget.

(D) DHS/DSD will house equipment distribution staff in current DHS/DSD facilities around the state. DHS/DSD will also supervise distribution staff using current DHS/DSD supervisory staff at no charge to TACIP.

(E) DHS/DSD will conduct outreach to communication impaired persons and groups to publicize the availability of TACIP services.

(F) DHS/DSD will provide interpretative services to equipment distribution and maintenance staff needed at Regional Service Center sites, as specified in the preliminary plan or comprehensive plan.

(G) DHS/DSD will provide clerical support and administrative services for distribution staff for duties performed under this agreement.

(H) DHS/DSD will perform other duties it deems necessary to carry out this agreement, provided that expenditures are included in the preliminary plan or comprehensive plan. TACIP must approve any duties that require expenditures that were not included in the preliminary plan or comprehensive plan.

#### IV. Reporting, Billing and Payment Schedule

(A) DHS/DSD will provide to TACIP by the 15th of every month a report on services provided. At the same time, DHS/DSD will provide an itemized statement of all receipts and disbursements related to this agreement and include copies of receipts for all disbursements.



The billing shall be equal to the cost of service and materials itemized on the statement. The cost of labor billed to TACIP shall equal the sum of the person's wages plus fringe benefits, actual FICA, MSRS, insurance as shown on payroll audit trail. TACIP will reimburse DHS/DSD for all expenditures relating to travel of program staff, conferences and training for the distribution program, staff and expenses related to equipment handling and storage approved by TACIP in the preliminary budget or the comprehensive plan and budget.

(B) Payment shall be transmitted by TACIP upon its approval within ten days of receipt of report, statement and billing.

(C) On the final billing in June 1989, the expenditures of DHS/DSD will be matched against the \$150,000 advance issued by TACIP. If the expenditures of DHS/DSD exceed the advance, TACIP shall pay DHS/DSD the difference. If the expenditures are less than the advance, DHS/DSD shall transmit the same to TACIP.

(D) The funds received under this contract shall be deposited by DHS/DSD in a segregated account. All earnings arising from the funds such as interest, dividends, and any other earnings shall remain with the funds received under this contract.

V.     Disposition of Property and Surplus Funds Upon Completion or Termination Of Agreement

Any property or surplus funds remaining upon the termination of this agreement shall be returned to TACIP.

## VI. Amendments

Modifications may be made at any time with the agreement of the parties and shall be in writing, and executed as an amendment.

## VII. Authorized Agents

The DHS/DSD's authorized agent for this agreement is William Lamson. The authorized agent for the TACIP Board is the Program Administrator. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

## VIII. Data Privacy

Each party is independently required to comply with requirements of the Data Practices Act; therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party.





Department of Finance  
Encumbrance Control Unit  
50 Sherburne Avenue  
St. Paul, MN 55155

# REQUEST FOR ENCUMBRANCE

- INSTRUCTIONS:**
1. Process this form according to applicable accounting procedure: 06:04:05, 06:04:14, or 06:04:20 found in the Accounting Operations Manual.
  2. After entry, the original of this form will be retained by the Department of Finance. Other copies submitted will be returned to the agency for distribution.

DEPT. TACIP Board

☒ A40 Original Requisition  
☐ A41 Requisition Increase

☐ A45 Decrease

☐ A46 Prior Year Original  
☐ A46 Prior Year Increase

IV.                     

Trn. No.	FY	Account I.D.	Dept./Div.	Sequence No.	Suffix	Object	Vendor	Type	Amount
NA40	9	960948	99908	00021	01	186	015030008	✓	1,239,665.00
Purchase Terms		Asset No.	C.D. 1	C.D. 2	C.D. 3	Cost Code 4		Cost Code 5	
Type of Transaction			Date		Number		Entered By		
<input checked="" type="checkbox"/> NA40 <input type="checkbox"/> NA41			07/288		12924		J. Brown		
<input type="checkbox"/> NA44 <input type="checkbox"/> NA45 <input type="checkbox"/> NA46			Date		Number		Entered By		

## VENDOR INFORMATION

**NOTE:** If encumbrance is to a specific vendor, print vendor name and address as shown in the vendor file. If vendor is a state agency use vendor number 015-0300-008 Inter-agency billing. The vendor name block should continue to show the billing agency name and address.

## Vendor Name and Address:

Dept. of Human Services  
Deaf Services Division

## EXPLANATION for Service, Grant, and Lease Contract:

To encumber FY 9 portion of contract.

Total Period of contract 7-1-88 to 6-30-89

Previous Sequence No.                     

Monthly Rate \$                      Lease No.                     

M CONTRACT NO.                     

## Total Contract Amount

(Include all amendments) \$ 1,239,665.00

Less: Previous Amount Enc.  
(including all years) \$                     

## Total Remaining

Amount to be encumbered \$                     

Amount to be encumbered  
this Fiscal Year \$ 1,239,665.00

## EXPLANATION FOR OTHER ENCUMBRANCES:

See attached interagency  
agreement.

## FINANCE ENCUMBRANCE CONTROL UNIT USE ONLY

Authorization is requested to incur obligations for the purposes stated above.

Authorization is hereby given to incur obligations for the purpose: stated for the amount, account and fiscal period stated above.  
Approved by:



State of Minnesota  
Department of Human Services/  
Deaf Services Division

Telecommunications Access For  
Communication Impaired Persons Board

Supplement No. 1 to Interagency Agreement  
No. 99908-00021-01

WHEREAS, the Minnesota Department of Human Services/Deaf Services Division (DHS/DSD) has an Interagency Agreement No. 99908-00021-01 with the Telecommunications Access for Communication Impaired Persons (TACIP Board) distribute specialized telecommunications equipment as mandated by Minnesota Statutes sections 237.50-56 (1988); and

WHEREAS, DHS/DSD and the T.A.C.I.P. Board have agreed that specified changes are needed in the original agreement to provide adequate time for completion of tasks, to streamline the billing process, and to clarify when surplus equipment and funds will be returned to the TACIP Board; and

WHEREAS, Section I provides that:

This agreement shall be effective on July 1, 1988, and shall remain in effect until June 30, 1989. The agreement may be cancelled prior to this date by either party giving the other 30 days written notice; and

WHEREAS, Section III (B) (2.) provides that:

A manual for the equipment distribution program shall be submitted by DHS/DSD to TACIP no later than November 1, 1988.

and

WHEREAS, Section IV (A) provides that:

DHS/DSD will provide to TACIP by the 15th of every month a report on services provided. At some time DHS/DSD will provide an itemized statement of all receipts and disbursements related to this agreement and include copies of receipts for all disbursements. The billing shall be equal to the cost of service and materials itemized on the statement. The cost of labor billed to TACIP shall equal the sum of the person's wages plus fringe benefits, actual FICA, MSRS, insurance as shown on payroll audit trail. TACIP will reimburse DHS/DSD for all expenditures relating to travel of program staff, conferences and training for the distribution program, staff and expenses related to equipment handling and storage approved by TACIP in the preliminary budget or the comprehensive plan and budget.



and

WHEREAS, Section IV (C) provides that:

On the final billing in June 1989, the expenditures of DHS/DSD will be matched against the \$150,000 advance issued by TACIP. If the expenditures of DHS/DSD exceed the advance, TACIP shall pay DHS/DSD the difference. If the expenditures are less than the advance, DHS/DSD shall transmit the same to TACIP.

and

WHEREAS, Section V provides that:

Disposition of property and surplus funds upon completion of termination of agreement. Any property or surplus funds remaining upon the termination of this agreement shall be returned to TACIP.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

That Section I shall be amended to read:

This agreement shall be effective on July 1, 1988, and shall remain in effect until June 30, 1990. This agreement may be cancelled prior to this date by either party giving the other 30 days written notice.

and

That Section III (B) (2.) shall be amended to read:

A manual for the equipment distribution program shall be submitted by DHS/DSD to TACIP no later than January 3, 1989.

and

That Section IV (A) shall be amended to read:

DHS/DSD will provide to TACIP by the 15th of every month a report on services provided. At the same time, DHS/DSD will provide an itemized statement of all receipts and disbursements related to this agreement and include copies of invoices for all disbursements. The billing shall be equal to the cost of service and materials on the statement. The cost of labor billed to TACIP shall equal the sum of the person's wages plus frings benefits, actual FICA, MSRS, insurance as shown on payroll audit trail. TACIP will reimburse DHS/DSD for all expenditures relating to travel of program staff, conferences and training for the distrubition program, staff and expenses related to equipment handling and storage approved by TACIP in the preliminary budget or the comprehensive plan and budget.

and

That Section IV (C) shall be amended to read:

On the final billing in June 1990, the expenditures of DHS/DSD will be matched against the \$ 150,000 advance issued by TACIP. If the expenditures of DHS/DSD exceed the advance, TACIP shall pay DHS/DSD the difference. If the expenditures are less than the advance, DHS/DSD and shall transmit the same to TACIP.

and

That Section V shall be amended to read:

Disposition of property and surplus funds upon completion or termination of the Equipment Distribution Program. Any surplus property or funds remaining upon the termination of the Equipment Distribution Program or DHS/DSD responsibility for the Equipment Distribution Program shall be returned to TACIP at the request of the TACIP Board.



ATTACHMENT 8

**TACIP EQUIPMENT DISTRIBUTION PLAN**  
**Preface**  
**(Revised 11/1/88)**

- I. INTRODUCTION**
- II. PROGRAM IMPLEMENTATION**
  - A. Pilot Project**
  - B. Phase In Period**
  - C. Staff Training**
  - D. Time Table**
- III. APPLICATION PROCESS**
  - A. Application Distribution**
  - B. Scheduling of Appointments**
  - C. Interview Process**
  - D. Consumer File**
- IV. CONSUMER TRAINING**
  - A. Equipment Operation**
  - B. Equipment Installation**
  - C. Use of the Telephone/TDD**
  - D. Use of the Minnesota Relay Service**
  - E. Proper Procedures for Reporting Emergencies**
- V. APPEAL PROCEDURE**
  - A. Denial of Service**
  - B. Levels of Appeal**
  - C. Resolution**



**VI. EQUIPMENT PROCUREMENT/INVENTORY CONTROL**

- A. Equipment Orders**
- B. Delivery to Distribution Points**
- C. Storage**
- D. Equipment Tracking**
- E. Annual Sampling**

**VII. EQUIPMENT MAINTENANCE**

- A. Consumer Responsibility**
- B. RSC Responsibility**
- C. Warranty**
- D. Exchanges/Temporary Loans**

**VIII. PROGRAM PROMOTION**

- A. Direct Contact of Organizations**
- B. Brochure**
- C. Outreach**
- D. Video Tape**

**IX. LINE ITEM BUDGET**

- A. Administration/Direct Service**
- B. Equipment for Distribution**

**X. APPENDIX**

- A. Time Line for Implementation**
- B. Time Line for Application Process**
- C. Demand Projections**
- D. Flow/Procedural Charts**
- E. Staffing Pattern**
- F. Position Descriptions**
- G. Listing of RSCs and Counties Served**
- H. TACIP Application Form**

## APPENDIX

### C. Demand Projections

#### FY 89

Number of Consumers Served	3,185
TDDs Distributed	1,911
Amplifiers Distributed	1,274
Ring Signalers	2,548
D/B Braille Equipment	3

#### FY 90

Number of Consumers Served	3,200
TDDs Distributed	1,600
Amplifiers Distributed	1,600
Ring Signalers	2,560
D/B Braille Equipment	2



DEAF SERVICES DIVISION/TACIP  
Equipment Distribution Plan

I. INTRODUCTION

What follows is the Department of Human Services Deaf Services Division (DSD) final TACIP Equipment Distribution plan for Fiscal Year 1989. As with any new project, it is impossible to predict exactly how equipment distribution will evolve. This plan should be viewed as an outline that will need revision as the program matures. Deaf Services plans to submit regular reports on the status of the Distribution Program to the TACIP Board.

II. PROGRAM IMPLEMENTATION

A. Pilot Project

The initial stage of the Distribution Program will consist of a pilot project. The purpose of the pilot project is to test procedures described in the preliminary distribution plan and identify problem areas and make appropriate modifications. The Rochester RSC has been selected for the pilot project because it serves a medium size city where challenges of administering the program in both an urban and rural setting can be experienced. Also, there are no other significant issues impacting the Rochester RSC at this time such as recent changes in managers or a planned relocation to new offices that could affect the Equipment Distribution. The Pilot program will continue for 30 to 60 days depending on the number of changes needed in the preliminary distribution plan.

B. Phase In Period

After completion of the pilot project one RSC will be phased in each week for the next 5 weeks. This will allow for time needed to hire other program specialists and provide training to all RSC staff. The order in which the remaining RSCs will be phased in may be altered by availability of qualified applicants for the program specialist positions.

C. Staff Training

Training will be provided for all RSC staff so that each staff member can adjust to the new program. Two full days of training will be provided during the week prior to the start-up of equipment distribution in each RSC. The training topics will include: eligibility criteria; interviewing techniques; consumer rights and responsibilities; appeal procedure; inventory control; equipment operation, installation and maintenance; and TACIP program procedure.

#### D. Time Table

As mentioned in B and C, equipment distribution will begin with a 30-60 day pilot project followed by the start-up of distribution in one RSC each week following the pilot. Assuming distribution begins September and continues for 30 days, the following time table can be expected:

Week of August 29	Training begins for <u>Rochester RSC</u>
Week of September 5	Pilot begins
Week of October 24	Training begins for <u>Fergus Fall RSC</u>
October 31	Distribution begins
Week of November 9	Training begins for <u>Metro and Duluth RSCs</u>
November 14	Distribution begins
Week of November 14	Training Begins for <u>Mankato RSC</u>
November 21	Distribution begins
Week of November 23	Training begins for <u>St. Cloud RSC</u>
November 28	Distribution begins
November 30	Distribution is ongoing in all RSCs

### III. APPLICATION PROCESS

#### A. Application Distribution

Applications for the TACIP Equipment Distribution Program will be available at each RSC office and will be mailed directly to those people who have already requested an application. Application forms will also be available to all public school districts, senior citizen organizations, community organizations telephone companies and any other agency or organization which serves communicatively impaired people.

#### B. Scheduling of Appointments

Applications will be mailed to the DSD Administrative office in St. Paul where a computer file will be established for each applicant. The applications will then be forwarded to the appropriate RSC where the program specialist will then schedule the appointments. To help applicants prepare for the interview, they will be mailed a packet of information which will include: an introductory letter containing the date, time and location of the interview; and the name and phone number of their program specialist; a list of things they must verify and required documentation of those items; a map/directions to the RSC.



A maximum of fifteen initial interviews will be scheduled each week on at least 3 different days. Regular interviewing times will be established. However, every attempt will be made to accommodate the applicant with regard to appointment times within the normal work hours. After the distribution program has been in operation for 6 months, DSD will consider evening and/or weekend appointments.

Applicants who do not have all the verifications necessary to determine eligibility at the initial interview will be scheduled to come back at a later date.

#### C. Interview Process

The interview process will consist of the following:

1. Introduction and explanation of the program.
2. Tennessee warning/Data Privacy.
3. Review of application form verifying accuracy of information.
4. Completion of the TACIP intake form.
5. Examination of verification.
6. Determination of eligibility.
7. Determination of most appropriate equipment.
8. Explanation of appeal process, data privacy, consumer rights and responsibilities, equipment loan agreement, warranty and maintenance, equipment operation and installation.
9. The consumer informational packet. (The informational packet will include: RSC Brochure; list of equipment vendors and manufacturers, and additional options that could be added to TACIP equipment at consumer expense).
10. Explanation of Release of Information regarding; inclusion in the TDD Directory, and TDD user emergency information base for local 911 service.

Applicants will receive a copy of the loan agreement form and the release of information.

#### D. Applicant File

A file will be kept on each applicant for the program. Files will be kept in a secure location at the RSC where interviews take place. For each completed interview, the consumer file will contain the following: TACIP application form, completed intake form, and copies of all verifications applicant brought to the interview. If the applicant is determined eligible, the file will also contain a signed loan agreement. If the applicant is denied service, the file will contain a signed appeal form indicating their intention whether or not to pursue the appeal process. For applicants who do not show up for their initial appointment, the file will only contain the application form and copies of



all written or TDD communication with the applicant or their representative.

#### IV. CONSUMER TRAINING

##### A. Equipment Operation

After determination of eligibility, consumers will be given a comprehensive training session on the operation of the device(s) they will receive. The program specialist will review the manufacturers operational manual step by step allowing the consumer to operate the equipment before he/she leaves the interview.

##### B. Equipment Installation

The program specialist will demonstrate the installation of equipment and discuss various options for equipment configuration to meet consumer's needs.

##### C. Use of Telephone/TDD

The Program Specialist will review telephone etiquette with applicants who have limited experience using the telephone including standard abbreviations employed by TDD users. Training will also include services provided by the phone companies such as directory assistance, options such as call forwarding, and long distance services.

##### D. Use of the Minnesota Relay Service

Consumers will receive an orientation to the Minnesota Message Relay Service that will include an explanation of the service, the operation, and proper procedures for using the Relay. Promotional materials will be distributed.

##### E. Proper Procedures for Reporting Emergencies by telephone

Consumers will be informed of 911 services in their area, what constitutes an emergency, and the proper way to convey information in an emergency. The option of entering emergency identifying information into the memory buffer of their TACIP TDD will also be discussed.

#### V. APPEAL PROCEDURE

##### A. Denial of Service

All applicants who are denied or terminated TACIP services will be informed of their right to appeal. Applicants may also appeal the decision on the type of equipment they are provided within the limitations of devices available through TACIP. Applicants will have 30 days to decide if they wish to pursue the appeal process. Each applicant whose service is denied or terminated will be asked to sign an appeal form indicating their right to appeal was explained to them and they understood.



Applicants filing appeals will not receive service while appeals are in progress. If a consumer is already receiving service, it will continue until appeals are completed.

B. Levels of Appeal

The first level of appeal will be at the RSC regional manager level. If the applicant is not satisfied with the outcome, he/she may appeal to the equipment distribution coordinator. If the issue is not resolved at the second level, the applicant's final appeal will be to the TACIP Board. The decision of the board is final and the applicant has no other recourse within the TACIP program

C. Appeal Resolution

The decision of the final appeal will be carried out by the program specialist within 30 calendar days of the date of the decision. Applicants will be notified in writing of the decision and steps to be taken to resolve the matter within 10 days.

VI. EQUIPMENT PROCUREMENT/INVENTORY CONTROL

A. Equipment Orders

All equipment orders will originate from the DSD central office. Program specialists are responsible to keep the equipment distribution coordinator informed of the inventory needs in their regions. Equipment orders will be made on a bi-weekly basis.

B. Delivery to Distribution Points

Manufacturers will be responsible to ship equipment directly to the RSCs. Program specialists are responsible to verify all shipment with shipping orders.

C. Storage

All equipment for distribution will be stored in a secured location. Storage cabinets will be located away from client traffic areas and kept locked. Equipment will be arranged in a way that enables quick visual confirmation of inventory needs.

D. Equipment Tracking

Upon receipt of equipment from manufacturers, the program specialists will inspect the shipment and record each device and its serial number on an inventory control form. When the device(s) are distributed to consumers, a state ID tag will be affixed to each device and the inventory control number and the manufacturer's serial number will be recorded on the TACIP intake form. This information is then sent to the DSD central office and recorded in the master inventory control list. Each device is cross referenced by ID number, serial number and consumer name.



#### E. Annual Sampling

As part of the quality control procedures, consumers will be contacted at random. Once a year a Consumer Survey Card will be sent inquiring about consumer satisfaction with the device(s), warranty problems, etc...

### VII. EQUIPMENT MAINTENANCE

#### A. Consumer Responsibility

Consumers are responsible to follow manufacturers suggested maintenance procedures for each device and immediately report any problems to the program specialist. If there is a problem with the equipment, the consumer is responsible to return the device(s) to the RSC where it was received. Any postage or shipping costs related to the return of equipment to the RSC is the responsibility of the consumer.

All returned equipment will be examined by the Program Specialist to determine if the defect can be fixed at the RSC or if the equipment must be returned to the manufacturer. Any repairs needed as a result of consumer abuse, misuse, or neglect are the responsibility of the consumer. Repair and shipping costs resulting from consumer misuse or abuse of equipment must be paid in full before the device is returned to the consumer. Any repair and shipping costs incurred as a result of manufacturer defect while the device(s) is under warranty will be the responsibility of the manufacturer. Normal maintenance and repair of equipment not covered by warranty is the responsibility of the Equipment Distribution Program.

#### B. DSD/RSC Responsibility

The Program Specialist is responsible to check out each returned item to make certain the problem is not a result of consumer misuse, abuse, neglect, or phone service disconnection. If it is necessary to return the device to the manufacturer, the Program Specialist will inform the consumer of any responsibility they may have to pay the cost of repair and/or shipping in writing. The Program Specialist will then ship the device to the manufacturer and inform the client when it is returned.

#### C. Warranty

At the time equipment is distributed, the Program Specialist is responsible to register the warranty with the manufacturer (if necessary). The specialist will provide a detailed explanation of what is and is not covered under the various warranties. Applicants are required to sign the TACIP Equipment Loan Contract form which contains an explanation of repair procedures.



Warranty coverage for TDD's spans the full 5 year life span of the TACIP program. All repair and shipping costs incurred after the TACIP program has ended will be the responsibility of the consumer. In situations where the warranty expires before the TACIP program ends, TACIP/DSD is responsible to repair or replace the device. Damage resulting from misuse or abuse of equipment is the responsibility of the consumer.

D. Exchanges and Temporary Loans

Broken equipment may be exchanged for new or reconditioned equipment when the problem is not a result of manufacturer defect and the damage is too extensive to justify repair. Exchanges will only be made when the problem is the result of something beyond the consumers control such as house fires, floods, vandalism etc... Police and/or fire department reports will be required in these situations.

Equipment returned for repair will be replaced by a loaner device(s). All loaner equipment must be returned before the repaired device is given back to the consumer.

VIII. PROGRAM PROMOTION

A. Informing Organizations

Agencies and organizations that serve communicatively impaired persons in Minnesota will be contacted by the Program Specialists and informed about the program. Formal presentations will be arranged as time permits. Examples of organizations to be contacted are: deaf clubs; hearing and speech clinics; SHHH groups; county human service departments; and senior citizen centers.

B Brochure

A brochure will be developed to provide information about the TACIP equipment distribution program, eligibility criteria, and application process.

C. Outreach

Program Specialists will give presentations to interested organizations, and other RSC professional staff will include information about TACIP in his/her presentations to agencies and groups. Press releases will be put out before each RSC begins distribution and public service announcements will be developed at regular intervals during the life of the program.

D. Video Tape

Development of promotional and educational videotapes will be considered as the program proceeds and as the need arises.

## B. EQUIPMENT FOR DISTRIBUTION

### Budget Formula

Projected cost of equipment to be distributed during FY 89 is based on 13 interviews by each of the 7 Program Specialists every week for 8 full months. Fifteen interviews will be scheduled per week. However, it is expected that in 2 of those interviews, the applicant will be found ineligible or will not show up for the appointment.

It is also expected that 60% of all successful interviews will result in the distribution of a TDD and a ring signaler at a cost of \$310 for both devices (\$285 TDD + warranty and \$25 for the ring signaler). The end product of the remaining 40% of interviews will be the distribution of less expensive equipment such as telephone amplifiers and ring signalers worth approximately \$50 for both (\$25 amplifier and \$25 ring signaler).

It is estimated that 3 computer assisted devices for deaf-blind people will be distributed in FY 89 at a cost of \$15,000. For other necessary specialized adaptive equipment for communicatively impaired people with other physical disabilities, approximately \$10,000 will be needed.

The pilot program during the month of September and November distributed 8 TDDs, 14 ring signalers, and 3 telephone amplifiers. The total cost for equipment distributed during the pilot program is \$ 2,705.



IX. LINE ITEM BUDGET

A. ADMINISTRATION/DIRECT SERVICE

Staff Salaries plus Fringe Benefits (12 months):

Program Coordinator.....\$ 35,000

Program Specialists (28,000 ea x 7)....\$ 196,000

Clerical Support.....\$ 26,000

Reception (6-.20 FTE @ \$6,344 ea).....\$ 38,000

Interpreters (Staff and/or Contract)...\$ 60,000

\$ 355,000

(Direct supervision \$ 39,600, not included) \$ 355,000

Reoccurring Expenses (12 months):

Supplies.....\$ 2,400

Communications (Phone, Postage,  
Printing, etc.).....\$ 11,100

Shipping.....\$ 1,500

Rent.....\$ 17,900

In State Travel.....\$ 13,600

Training and Conferences.....\$ 5,000

Interpreter Service.....\$ 4,800

Purchase of Services.....\$ 5,000

\$ 61,300

\$ 61,300

Annual operating costs = \$ 416,300

Non - Reoccurring Expenses:

Computer Hardware, Software, Printers..	\$ 20,000
Desks .....	\$ 2,250
Chairs .....	\$ 2,100
Storage Cabinets .....	\$ 1,750
File Cabinets .....	\$ 1,800
Metro Office Modules.....	\$ 7,200
Phones and Installation.....	\$ 5,000
Promotional Materials.....	\$ 10,000
Miscellaneous.....	\$ 5,000
	<u>\$ 55,100</u>

(10% Flexiblity Granted by TACIP Board 8-11-88) \$ 55,100

The Equipment Distribution Program preliminary budget for FY 89 was based on 3 months partial operation, 9 months of full operation, and start-up costs.

Start-up costs.....	\$ 55,100
First four months - July, Aug, Sept, & Oct. (Staff Costs).....	\$ 27,300
8 full months operation (.66 x \$416,300).....	<u>\$274,758</u>

Projected administrative costs for FY 89 \$357,158



EQUIPMENT FOR DISTRIBUTION (cont.)

7 Program Specialists x 13 interviews per week....91

8 full months (35 weeks)..... x 35

3,185

60% receiving a TDD and ring signaler..... x.60

1,911

Cost of TDD and ring signaler..... x \$310

\$ 592,410

\$ 592,410

Number of interviews for 8 full months.....3,185

40% receiving an amplifier and ring signaler... x.40

1,274

Average cost of amplifier and ring signaler.. x \$50

\$ 63,700

\$ 63,700

Cost of equipment for pilot program.....\$ 2,705

Cost of deaf-blind equipment for FY 89.....+ \$ 25,000

\$ 27,705

\$ 27,705

Total Equipment Distributed FY 89 \$ 658,815

Total Equipment Distributed FY 89 \$ 658,815

Total Administration and Start-up FY 89 \$ 357,158

GRAND TOTAL FY 89 \$ 1,015,973

## B. EQUIPMENT FOR DISTRIBUTION

### Budget Formula

Projected cost of equipment to be distributed during FY 89 is based on 13 interviews by each of the 7 Program Specialists every week for 8 full months. Fifteen interviews will be scheduled per week. However, it is expected that in 2 of those interviews, the applicant will be found ineligible or will not show up for the appointment.

It is also expected that 60% of all successful interviews will result in the distribution of a TDD and a ring signaler at a cost of \$310 for both devices (\$285 TDD + warranty and \$25 for the ring signaler). The end product of the remaining 40% of interviews will be the distribution of less expensive equipment such as telephone amplifiers and ring signalers worth approximately \$50 for both (\$25 amplifier and \$25 ring signaler).

It is estimated that 3 computer assisted devices for deaf-blind people will be distributed in FY 89 at a cost of \$15,000. For other necessary specialized adaptive equipment for communicatively impaired people with other physical disabilities, approximately \$10,000 will be needed.

The pilot program during the month of September and November distributed 8 TDDs, 14 ring signalers, and 3 telephone amplifiers. The total cost for equipment distributed during the pilot program is \$ 2,705.



# EQUIPMENT FOR DISTRIBUTION (cont.)

7 Program Specialists x 13 interviews per week....91

8 full months (35 weeks)..... x 35

3,185

60% receiving a TDD and ring signaler..... x.60

1,911

Cost of TDD and ring signaler..... x \$310

\$ 592,410

\$ 592,410

Number of interviews for 8 full months.....3,185

40% receiving an amplifier and ring signaler... x.40

1,274

Average cost of amplifier and ring signaler.. x \$50

\$ 63,700

\$ 63,700

Cost of equipment for pilot program.....\$ 2,705

Cost of deaf-blind equipment for FY 89....+ \$ 25,000

\$ 27,705

\$ 27,705

Total Equipment Distributed FY 89 \$ 658,815

Total Equipment Distributed FY 89 \$ 658,815

Total Administration and Start-up FY 89 \$ 360,458

GRAND TOTAL FY 89 \$ 1,019,273

X. APPENDIX

A. TIME LINES FOR IMPLEMENTATION

Completion Date	Activity
6-9	Approval of Distribution Plan and Specifications
7-18	Specifications to Procurement
7-20	Dist. Program Staff P.D.s to Personnel
8-15	Approval of Positions from Personnel, Postings of Positions.
8-19	Bids on Equipment Received and Contract Awarded
8-26	Equipment Orders Placed for Pilot Project
8-24	Program Specialist Hired for Pilot
9-6	Pilot Project Begins in Rochester
9-23	Program Specialist Staff Hired (starting dates will differ)
11-1	Phase-In of Program Begins (1 RSC per week)
11-7	Fergus Falls RSC
11-14	Metro RSC
11-14	Duluth RSC
11-22	Mankato RSC
11-28	St. Cloud RSC
11-30	State Wide Program in Full Operation



## APPENDIX

### C. Demand Projections

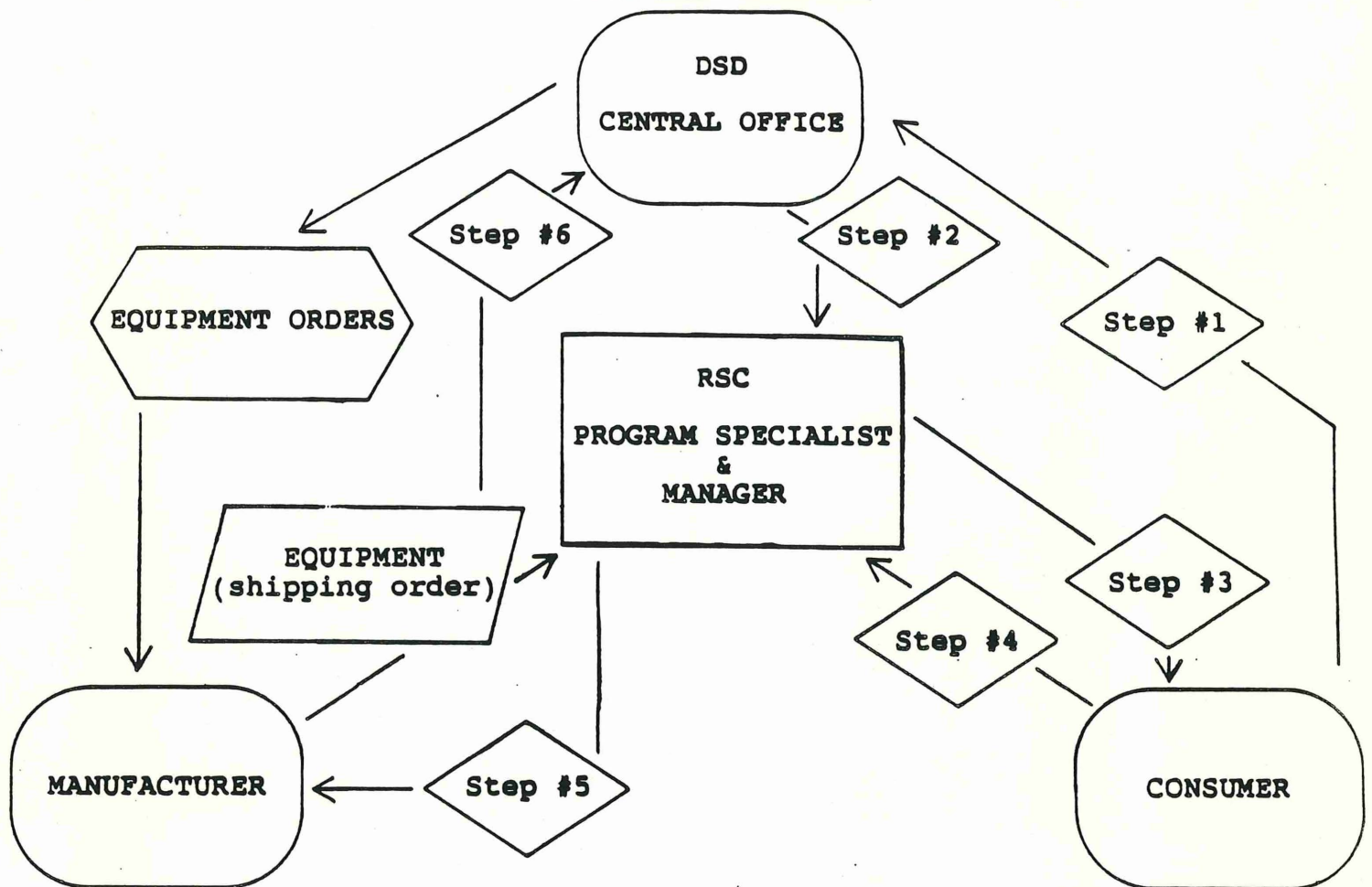
#### FY 89

Number of Consumers Served	3,185
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Ring Signalers	2,548
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#### FY 90

Number of Consumers Served	3,200
TDDs Distributed	1,600
Amplifiers Distributed	1,600
Ring Signalers	2,560
D/B Braille Equipment	2

T A C I P  
P A P E R F L O W



Applicant's Case File

Documentation

.Residence  
.Phone Service  
.Income  
.Identification  
.Impairment

Forms

.Application  
.Intake  
.Loan Agreement  
.Rights, Appeal Access  
.HIP Registry  
.Release of Information

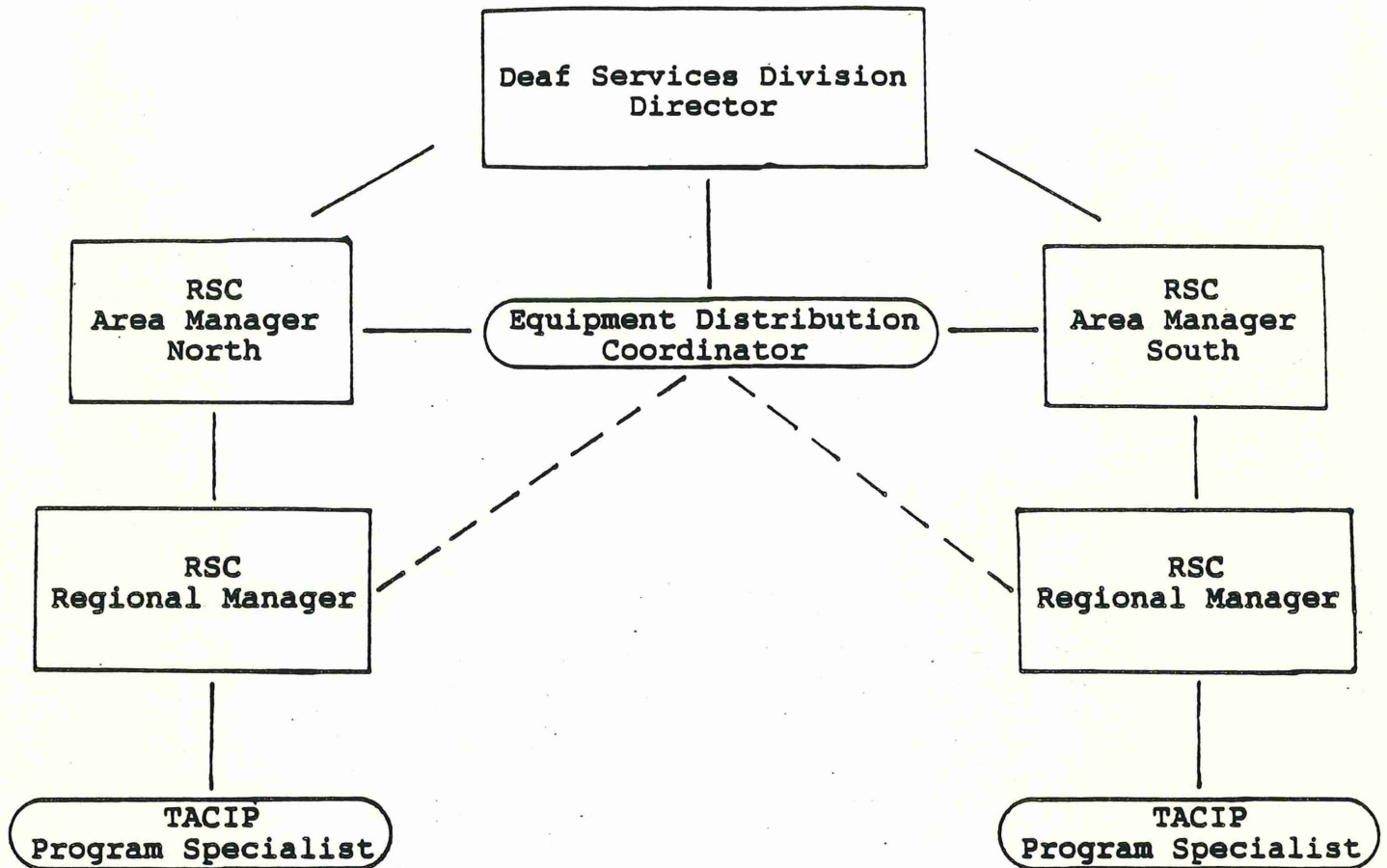
Step #1  
Application  
Step #2  
Application  
Step #3  
Appointment Info.  
List of Verification  
Map of RSC  
Name of Products

Step #4  
Documentation of:  
Residence  
Phone Service  
Income  
Impairment  
Identification

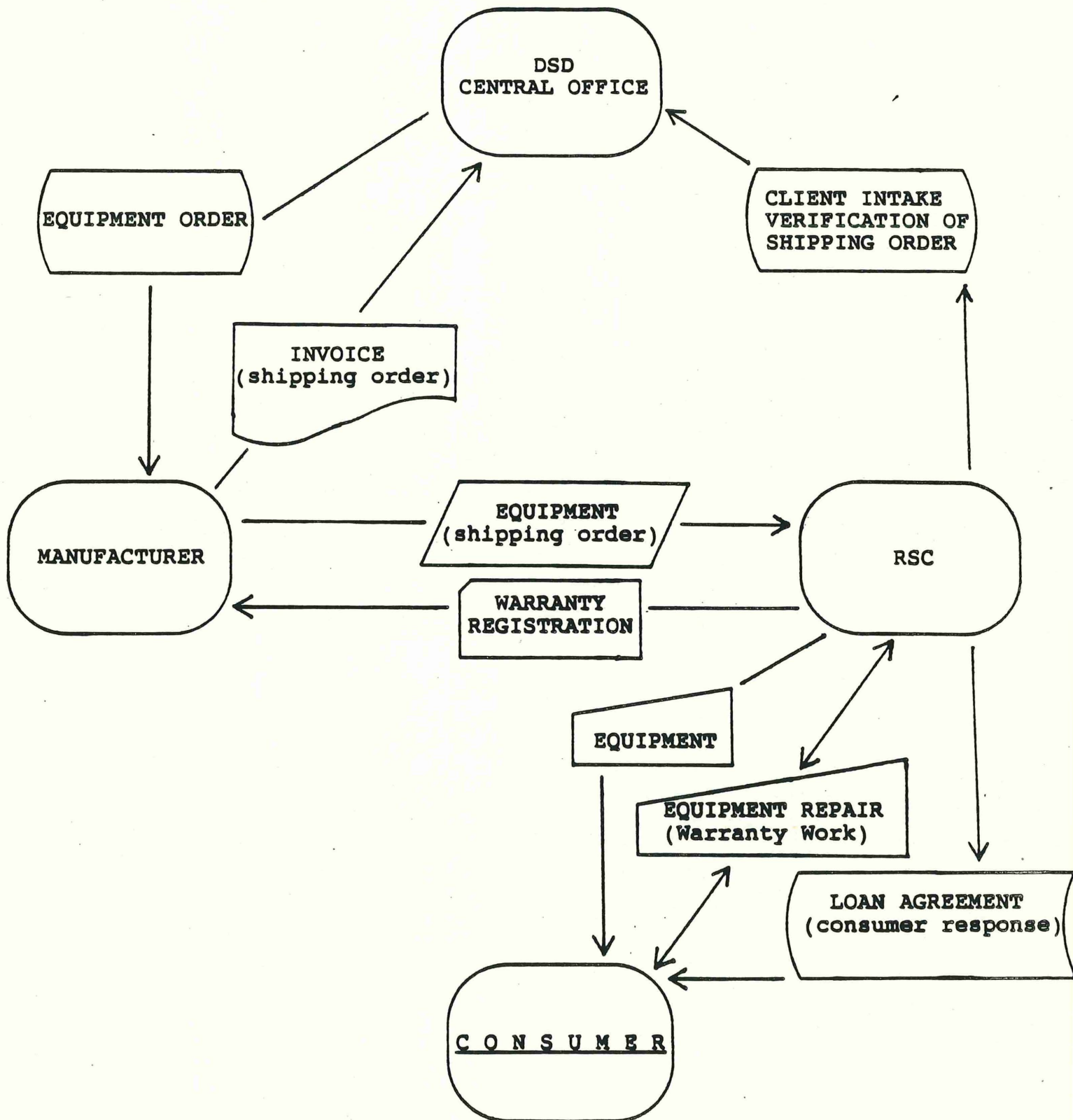
Step #5  
Warranty  
Step #6  
Intake Form  
Registry Form  
Bi-wkly Report



**EQUIPMENT DISTRIBUTION  
ORGANIZATIONAL CHART**



EQUIPMENT DISTRIBUTION  
INVENTORY CONTROL





X. APPENDIX (cont.)

E. STAFFING PATTERN

Metro.....	2 FTE
St. Cloud.....	1 FTE
Rochester.....	1 FTE
Duluth.....	1 FTE
Mankato.....	1 FTE
Fergus Falls.....	1 FTE
Central Office.....	2 FTE
Half time interpreter positions (4)....	<u>2 FTE</u>
TOTAL	11 FTE

STATE OF MINNESOTA  
DEAF SERVICES DIVISION  
REGIONAL SERVICE CENTERS FOR HEARING IMPAIRED PERSONS  
COUNTIES SERVED

August 24, 1988

✓ RSC

Counties Served

Metro RSC  
St. Paul  
612/297-1316 V  
612/297-1313 TDD

Anoka  
Scott  
Hennepin

Dakota  
Washington

Ramsey  
Carver

✓ Northeast RSC

Duluth  
218/723-4962 V  
218/723-4961 TDD

Aitkin  
Cook

Itaska

St. Louis

Virginia Office

Virginia  
218/741-5855 V/TDD

Carlton

Lake

Koochiching

✓ Southwest RSC

Mankato  
507/389-6517 V  
507/389-5361 TDD

Blue Earth  
Jackson  
Rock  
Sibley  
Lincoln  
Faribault

Brown  
Martin  
Pipestone  
Redwood  
Lyon

Cottonwood  
Murray  
Nicollet  
Watsonwan  
Nobles

✓ Southeast RSC

Rochester  
507/285-7295 V  
507/285-7172 TDD

Olmsted  
Rice  
Mower  
Winona  
Houston

Steele  
Dodge  
Wabasha  
Fillmore

Le Sueur  
Waseca  
Goodhue  
Freeborn

✓ East Central RSC

St. Cloud  
612/255-3502 V  
612/255-3590 TDD

Chisago  
Isanti  
Meeker  
Sherburne  
Crow Wing

Benton  
Kanabec  
Mille Lacs  
Stearns

Pine  
McLeod  
Morrison  
Wright

West Central RSC

Willmar  
612/231-5175 V/TDD

Chippewa  
Stevens  
Big Stone

Kandiyohi  
Renville  
Swift

Lac qui Parle  
Pope  
Yellow Medicine

✓ Northwest RSC

Fergus Falls  
218/739-7589 V  
218/739-7591 TDD

Becker  
Douglas  
Mahnomon  
Ottertail  
Todd

Clay  
Grant  
Traverse  
Wilkin

Cass  
Hubbard  
Norman  
Wadena

Upper Northwest RSC

Crookston  
218/261-1046 V/TDD

Polk  
Marshall  
Red Lake

Beltrami  
Pennington  
Clearwater

Kittson  
Roseau  
Lake of the Woods



## APPLICATION FOR TACIP

(Please Print)

NAME: \_\_\_\_\_  
Last First Middle Initial Area Code Phone Number

ADDRESS: \_\_\_\_\_  
Number Street Apt. No

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

COUNTY: \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

Do you prefer to communicate in sign language? \_\_\_\_\_ YES \_\_\_\_\_ NO

Check the device(s) you feel you need : \_\_\_\_\_ Signaler \_\_\_\_\_ TDD \_\_\_\_\_ Amplifier \_\_\_\_\_ Deaf-Blind Equip.

### ELIGIBILITY

*Circle yes or no for the questions below.*

- I have a communication impairment that prevents me from using the phone effectively: yes no
- I now have phone service or have applied for phone service for my home: yes no
- The person who has the communication problem is at least 5 years old: yes no
- Our Annual family income is less than the limits below: yes no

#### Number in Family

#### Annual Income Limit

1	\$19,108
2	24,987
3	30,867
4	36,746
5	42,625
6	48,505
7	49,607
8	50,709
9	51,812
10	52,914

\*Income means the gross amount (before any deductions or withholdings) of all of these:

Wages	Dividends	Disability Benefits
Social Security	Royalties	Unemployment Benefits
Retirement Benefits	Rents	Interest
AFDC	Self Employment Income	Workers Compensation

### SIGNATURE

The above facts are true and complete to the best of my knowledge.

\_\_\_\_\_  
(Signature) DATE \_\_\_\_\_

\_\_\_\_\_  
(Guardian signature if under 18) DATE \_\_\_\_\_

**ATTACHMENT 9**



**Telecommunications Access for Communication Impaired  
Persons Board**

Notice of Request for Proposals for a study on the Economic  
Impact of Implementing the TACIP Program

The Telecommunication Access for Communicatively-Impaired Persons (TACIP) Board is charged with the task of monitoring a statewide program to loan special telecommunications devices to lower-income communicatively-impaired people free of charge. TACIP seeks proposals from individuals or organizations to conduct a study of the economic impact of this program on local retailers and dispensers of this equipment. This Request for Proposals does not obligate the state to complete the project and the state reserves the right to cancel the solicitation if it is considered to be in its best interest.

**1. Scope of Project/Objective**

The study should supply TACIP with expert information concerning the potential economic impact on local vendors of implementing the statewide TACIP program. The purpose of the study is to provide the TACIP Board with the information necessary to develop an equipment distribution program which minimizes the potential economic impact affecting local vendors.

## **2. Project Tasks**

Conducting research and presenting a report advising the Board on the following issues:

A. Current status of the market for special communication devices in Minnesota.

1. Secure sales and profit data from the major and minor special communication device vendors in the state;
2. Estimate the unmet demand for special communication devices in the state.

B. Model of the general economic impact of programs such as TACIP:

1. Survey vendors and officials in other states where similar programs are in effect;
2. Examine the impact of Northwestern Bell's "Low-Cost Lease" program on the special communication device market in Minnesota;
3. Monitor changes in the market during the TACIP pilot project (8/15 - 10/15);
4. Develop an economic model to predict the impact of TACIP on the market for special communication devices.

C. Estimated impact of TACIP on local dispensers and retailers of communication devices:

1. Apply the model to the current state market in order to predict the short and long term impact of



TACIP, providing explicit dollar impacts on both major and minor vendors;

2. Advise the Board on actions needed to eliminate any economic harm caused by implementing TACIP;
3. Present a final report to the Board summarizing data collected and conclusions made.

#### 4. **Project Costs**

The TACIP Board has estimated the cost for professional services and expenses required to conduct this study should be approximately \$6,000-\$8,000.

#### 5. **Project Completion Date**

The study will be completed on or before Nov. 7, 1988.

#### 6. **Proposal Contents**

The following will be considered minimum contents of the proposal:

- A. A restatement of the objectives to demonstrate the responder's view of the nature of the project;
- B. Identification and description of the services the responder will provide;
- C. A general work plan with periodic opportunities for TACIP review of progress;

- D. A clear description of project methodology, including the model to be used to isolate economic impacts on vendors, the specific variables to be used in the model, and the data collection techniques;
- E. A listing of project cost estimates;
- F. A complete description of qualifications of company and/or personnel. Training and experience of project personnel will be given greatest weight. Experience and training in the areas of economic modeling, research, and awareness of the telecommunication needs of communicatively-impaired people should be explained. Samples of previous work on similar projects should be included.
- G. Send four copies of the proposal.

**7. Selection**

Evaluation and selection will be the responsibility of the TACIP Program Administrator and TACIP Chair, subject to final approval by the full TACIP Board. Results will be sent immediately by mail to all responders.

**8. Deadline**

On or before Aug. 5, 1988, proposals must arrive at:

TACIP Program

790 American Center Building

150 East Kellogg Blvd.

St. Paul, MN 55101

Phone: (612) 296-0412 Voice

(612) 296-9863) TDD