



Attorneys at Law

RECEIVED  
2014 NOV 13 PM 1:26  
T.R.A. DOCKET ROOM

GULLETT SANFORD  
ROBINSON & MARTIN PLLC

150 THIRD AVENUE SOUTH, SUITE 1700  
NASHVILLE, TENNESSEE 37201

MAIN | 615.244.4994

FAX | 615.256.6339

WEB | gsrml.com

November 13, 2014

Via Hand Delivery

**PROPRIETARY INFORMATION ENCLOSED**

Hon. Herbert Hilliard, Chairman  
Tennessee Regulatory Authority  
Andrew Jackson Tower, 4<sup>th</sup> Floor  
502 Deaderick Street  
Nashville, TN 37238

14-00132

**Re: Expedited Request of AT&T Corp., and its certificated affiliates, for Approval of Amendment to Contract to Provide Tennessee Relay Services**

Dear Chairman Hilliard:

Enclosed is AT&T's original Petition for Expedited Approval of Amendment to Contract to Provide Tennessee Relay Services (the "Petition"), along with 15 copies. Enclosed under seal is Exhibit 2 to the Petition in the referenced docket. AT&T considers the information contained in Exhibit 2 to be proprietary, and the information is being provided subject to the enclosed Protective Agreement.

Please file the Petition and, via my courier service, return to me two of the extra copies stamped "filed."

Very truly yours,

Joshua R. Denton

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**  
**Nashville, Tennessee**

In Re: *Expedited Request of AT&T Corp., and its certificated affiliates, for Approval of Amendment to Contract to Provide Tennessee Relay Services*

Docket No. \_\_\_\_\_

**PETITION FOR EXPEDITED APPROVAL OF AMENDMENT TO CONTRACT TO PROVIDE TENNESSEE RELAY SERVICES**

AT&T Corp. and its certificated affiliates (“AT&T”) respectfully request that the Tennessee Regulatory Authority (“TRA”) approve, on an expedited basis, an amendment to the Contract entered into between AT&T and the TRA on March 13, 2012, to provide Tennessee Relay Service (“TRS Contract”).<sup>1</sup> This amendment is to allow AT&T to subcontract with a third party to provide Telecommunications Relay Service (“TRS”) to Spanish language customers in Tennessee.

For several reasons, it has become increasingly difficult for AT&T to hire and retain bi-lingual communications assistants to provide Spanish TRS for the limited number of Spanish language customers using TRS in Tennessee. To ensure that AT&T’s Spanish TRS users in Tennessee receive the high quality of service that they have come to expect and deserve, AT&T elected to subcontract its Spanish TRS traffic to Hamilton Relay, Inc. (“Hamilton”), a reputable, long-term provider of TRS services. On February 28, 2014, AT&T entered into an agreement with Hamilton to provide Spanish relay services on behalf of AT&T (the “Subcontract”).<sup>2</sup>

Beginning September 15, 2014, AT&T transferred the Spanish TRS traffic from five (5) states to Hamilton. AT&T has also received approval from two (2) additional states and is in the process of transferring this Spanish TRS traffic to Hamilton. Tennessee is currently the only state where AT&T is not authorized to transfer the Spanish TRS traffic; therefore, for the above reasons, AT&T is seeking expedited approval of this proposed Subcontract.

---

<sup>1</sup> Telecommunications Relay Service has been established to provide access for the communicatively disabled to the intrastate telecommunications network which is functionally equivalent to that enjoyed by individuals who are not disabled. TRS Contract, ¶A.1.1, p. 1 (attached as Exhibit 1).

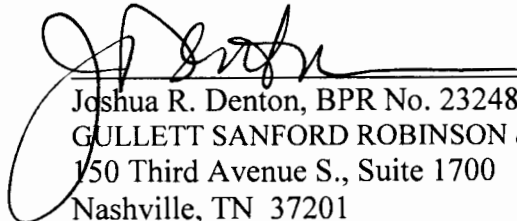
<sup>2</sup> The Subcontract and its amendments are attached as Exhibit 2. Exhibit 2 is being filed under seal, as AT&T considers the information to be proprietary.

Hamilton has agreed to provide:

all necessary equipment, material, and labor to provide intrastate and interstate Spanish Relay Service for individuals with hearing and speech disabilities ... on a 24 hour a day, seven day a week basis to AT&T customers requiring such service.<sup>3</sup>

The transfer of the provision of this portion of TRS service from AT&T to Hamilton will be seamless to the citizens of Tennessee, the subcontract is in the public interest, and AT&T respectfully asks the TRA to approve this request.

Respectfully submitted,



Joshua R. Denton, BPR No. 23248  
GULLETT SANFORD ROBINSON & MARTIN PLLC  
150 Third Avenue S., Suite 1700  
Nashville, TN 37201  
615 921 4286  
[jdenton@gsrm.com](mailto:jdenton@gsrm.com)

Attorneys for AT&T Tennessee

---

<sup>3</sup> Exhibit 2, p. 2.

# TENNESSEE REGULATORY AUTHORITY



460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

## CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE REGULATORY AUTHORITY AND AT&T Corp., and its certificated affiliates

This Contract, by and between the State of Tennessee, *Tennessee Regulatory Authority*, hereinafter referred to as the "State" and *AT&T Corp., and its certificated affiliates*, hereinafter referred to as the "Contractor," is for the provision of Tennessee Relay Services Operation Administrator, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.

Federal Employer Identification - 13-492-4710

AT&T Corp., and its certificated affiliates  
311 S. Akard Street  
Rm. 21-10  
Dallas, TX 75202

### A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

#### A.1.1 Intrastate and Interstate Calling.

The Tennessee Relay Service (TRS) has been established to provide access for the communicatively disabled to the intrastate telecommunications network which is functionally equivalent to that enjoyed by individuals who are not disabled. The communicatively disabled caller had, until the establishment of the TRS, been restricted to communicating over the telephone network with only those individuals who had specialized equipment such as TDDs, TTYs or personal computers. TRS provides telecommunication access to and from the communicatively disabled without the need for the non-disabled to utilize anything other than a telephone.

To access the TRS, 711 abbreviated dialing, in addition to one or more toll-free numbers, shall be provided. These toll-free numbers shall be universally available and shall be uniform throughout the state.

TRS in Tennessee is designed to only accept calls that originate from or terminate at Telecommunication Devices for the Deaf (TDD), Teletypes (TTY), Personal Computers (PC), or any other automated equipment used to facilitate telecommunications service for the communicatively disabled. Such calls shall both originate and terminate within the state. The TRS shall be capable of accepting calls placed across a state line which, if the relay center were not utilized, would be considered local intrastate calls. Individuals with communication

disabilities subscribing to Tennessee intrastate service should be able to call or be called by any business or residence that has standard telephone service in Tennessee.

The intrastate relay system will not be required to provide interstate calling. However, the intrastate TRS must be capable of accommodating any interstate TRS that may be authorized or funded through the federal jurisdiction. If the Contractor elects to provide interstate relay calls, these calls must be accounted for separately from intrastate calls and shall not be billed pursuant to any contract.

#### **A.1.2 Voice and Hearing Carry-Over.**

The TRS must accept calls from a voice-capable caller who is hearing-disabled and permit this caller to speak his or her own message directly to a call recipient who is hearing capable without such transmission being processed by the relay Communications Assistant (CA). Similarly, the TRS must accept calls from a hearing capable caller who is speech-disabled and permit this caller to receive the transmission directly from the other party without any intervention from the CA. These services are known as voice carryover (VCO) and hearing carryover (HCO), respectively.

#### **A.1.3 Speech-to-Speech Relay.**

The TRS shall provide speech-to-speech (STS) relay services for those callers who are speech-disabled. STS calls must be handled by a relay CA who has been specially trained to understand the speech patterns of callers with speech disabilities and can communicate the caller's message.

#### **A.1.4 Spanish and Other Non-English Relay.**

The TRS shall provide intrastate and interstate Spanish Relay Services. The TRS shall also provide other non-English relay services as directed by the State or based on changes in the State's demographics which warrant the availability of such service.

#### **A.1.5 Directory Assistance Calls.**

The TRS will provide directory assistance without charge, unless otherwise ordered by the State.

#### **A.1.6 Emergency Calls.**

The TRS shall accept emergency calls and shall be capable of switching such calls to local emergency numbers although this service will not be recommended or promoted as a replacement for the dialing of local emergency numbers (E-911) which are equipped to handle TDD calls. Relay center callers should be discouraged from utilizing the Tennessee relay system as an emergency response service.

The TRS, when handling incoming calls made to E-911, must have a system that would automatically and immediately transfer the caller to the nearest Public Safety Answering Point (PSAP). If the caller disconnects before being connected to E-911 services, the CA handling the call must orally provide the telephone number of the caller to E-911 officials.

### **A.2 Access to Relay Center.**

Access to the TRS through the abbreviated dialing of 711 shall be provided. In addition to the provision of 711, one or more toll-free numbers shall be provided. Abbreviated dialing of 711

shall not replace emergency 911. The toll-free numbers shall be universally available and shall be uniform throughout the state.

While the Contractor is not restricted to utilizing only one toll-free number for the relay center, the Contractor will utilize the least amount of numbers as possible for access to the center to eliminate confusion and to promote easy and frequent utilization of the center.

**A.3 Relay Call Limitations.**

The TRS will be capable of handling any call normally provided by common carriers. Only those calls that are incapable of relay due to lack of existing technology are exempt from handling by the TRS. However, where possible, the Contractor must establish a future handling date to provide relay for such calls when technology becomes available.

**A.4 Special Calling Service.**

The TRS shall provide its users with conference and three-way calling and other custom calling features as they become available in this state and to the extent technically feasible. Charges assessed to such TRS users shall not exceed the charges assessed by the dominant exchange company serving the exchange from which the call is being placed. Additionally, charges for ancillary services not traditionally provided by the local exchange company must not exceed the rates assessed to those persons without communication disabilities.

**A.5 TRS Technical Service Standards.**

- A.5.1 The TRS shall provide relay service for all exchanges 24 hours a day, every day, including holidays.
- A.5.2 There shall be no restrictions on duration or number of calls placed by callers through the relay center.
- A.5.3 The TRS shall be able to accept calls from any FCC type approved customer premise equipment (CPE) which uses either ASCII or BAUDOT formats.
- A.5.4 Transmission circuits shall meet or exceed interexchange performance standards for circuit loss and noise.
- A.5.5 The TRS shall have a sufficient number of CAs, circuit trunks and other facilities to achieve the standards of service required by this RFP.
- A.5.6 The TRS must provide access to each user's interexchange carrier (IXC) of choice, and to all other operator service, to the same extent that such access is provided to voice users.
- A.5.7 The TRS must answer 85% of all calls within ten (10) seconds by any method to prevent the caller's call from being placed in a sequence "to be answered in the order received" or on-hold. The ten (10) seconds timing begins when the call reaches the network of the TRS.
- A.5.8 The TRS shall make available to CAs the use of a "hot key" to be used to alert the TRS user of the presence of a recorded or interactive message for the number called. The TRS shall be capable of allowing the CA to record interactive or recorded messages to be used in order to facilitate the existing call, for the length of the call only.
- A.5.9 The TRS shall be able to accommodate calls to pay-per-call services.

- A.5.10** To ensure service reliability, the TRS shall be equipped with a back-up service and power capability in accordance with the State rules found in Attachment A, including un-interruptible power sources for emergency use. In addition, the TRS shall have an emergency place of action for service disruption, (e.g., extraordinary weather occurrences or disasters, etc.).

**A.6 Turbo Code.**

- A.6.1 The TRS shall provide Turbo Code.

**A.7 TRS Operational Standards.**

- A.7.1 The TRS shall employ a sufficient number of supervisory personnel to oversee CAs and to maintain required service levels. Such supervisors shall meet the same qualifications and have the same training as the CAs they supervise.
- A.7.2 CAs shall be subject to personality profiling and screening for suitability for the demands of relay work.
- A.7.3 CAs shall be trained in all aspects of hearing and speech disabilities, cultures and language including, but not limited to, American Sign Language (ASL), Standard English Translation, cued speech, finger spelling, manual English, speech-reading and speech-amplification as well as trained to be sensitive to the special needs of the communicatively disabled.
- A.7.4 CAs shall be capable of typing a minimum of 60 words per minute and be literate in grammar and spelling.
- A.7.5 CAs shall be tested to determine that the requisite proficiency and suitability have been achieved. Documentation of this testing shall be retained by the Contractor and may be subject to audit.
- A.7.6 CAs shall be subject to ongoing training with respect to hearing impaired culture, language and needs sensitivity.
- A.7.7 CAs shall adhere to the following standards:
- A.7.7.1 CAs shall not intervene or interject personal comments, judgments, or additional information when relaying calls.
- A.7.7.2 CAs shall be as transparent as possible to the users of the TRS. They shall avoid use of the third person and shall not intentionally alter the content of the relay calls.
- A.7.7.3 CAs shall adhere to the Code of Ethics for Interpreters of the Deaf.
- A.7.7.4 CAs shall only leave messages with third parties when instructed to do so by the calling party.
- A.7.7.5 CAs shall relay all calls regardless of the obscene or illegal nature of the call.
- A.7.7.6 CAs shall not discuss the contents of relayed calls, any caller identifying factors, calling points, or other information about relayed calls other than what is necessary to train other CAs. Such training shall never refer to specific

individuals, places, or content that would disclose to a trainee, or other person confidential information.

A.7.7.7 All communications made by or to a person with a communications disability is a privileged communication and is not subject to disclosure in any court proceeding or otherwise pursuant to T.C.A. § 24-1-210.

A.7.7.8 CAs shall disconnect promptly at the end of each call to avoid additional charges. Where a caller or called party refuses disconnection and/or is abusive or uncooperative, the TRS supervisor may intervene to handle the call.

A.7.7.7 CAs may deny completion of relay calls where credit authorization is denied or where a caller is extremely, abusive, harassing, and uncooperative with the CAs. The CA shall document such incidents with intervention, where necessary, by the supervisor.

A.7.7.10 CAs shall provide, when requested by the TRS user and where possible, CA genders at the beginning of the call and, at the time during the call when a transfer of CA is necessary.

A.7.7.11 CAs shall relay a call verbatim unless the relay user requests summarization or interpretation of an ASL call.

A.7.7.12 CAs answering and placing a TTY based relay call must stay with the call for a minimum of ten (10) minutes before being replaced by another CA. CAs answering and placing an STS call must stay with the call for a minimum of fifteen (15) minutes, before being replaced by another CA for the same call.

#### **A.8 Customer Profile.**

The TRS shall provide to STS users the option to maintain a customer profile list that includes the name and telephone numbers of frequently called individuals to be used to complete relay calls. Such information shall not be deemed customer proprietary network information under Section 222 of the Communications Act and shall be transferred to the new Contractor from the previous Contractor if a change of Contractor occurs at the end of a contract period or any time during an existing contract.

#### **A.9 Call Rating and Billing Requirements.**

A.9.1 The calling or called parties using the TRS shall not be charged for calls originating and terminating within the same toll-free local calling area despite the fact that these calls may be routed through a relay center located outside the toll-free area.

A.9.2 The TRS shall not impose a charge for additional calls that must be made by the relay user to complete a call related to a recorded or interactive message.

A.9.3 All toll calls placed through the TRS shall be rated to the users of the service at the hearing-impaired discount rate applied by the State. These calls shall be rated as if the calls were placed between the originating and terminating call points instead of routed through the relay center. The timing of the call for billing purposes shall begin immediately upon pick-up at the called number. If a caller requests a person-to-person toll call, the timing begins only after the requested person has answered the call.



- A.9.4 Calls to 900, 976, or 900-like services or other pay-per-call services shall not be subject to the hearing impaired discount and the caller shall be advised accordingly.
- A.9.5 Provider compensation billing submitted shall be based on the following assumptions. Any call which is answered by a live relay CA may count as one call for the provider compensation purpose regardless of whether the call is completed to the called party. Duration, for purposes of call measuring for provider compensation, shall be from the time a live CA begins to relay a call including giving instructions on how to utilize the service until the call is terminated by the calling or called party, whichever comes first. Calls shall be billed to the contractor on a per minute basis measured by the duration of the call.
- A.9.6 TRS shall include a method of providing sufficient billing and collection of information to allow calls to be billed accurately. The system must be capable of providing at a minimum, automatic number identification (ANI), the called number, the billing start and end time, and type of call, i.e., person-to-person, etc. Information local calls are to be retained by the Contractor for service monitoring, auditing and contractor reporting purposes.
- A.9.7 The TRS shall forward a record of each billable call to the designated billing agent, i.e., LEC, IXC, etc. within 30 days of the date such service was supplied. The record must contain the telephone number or credit card number for all end user billable calls, i.e., local or toll; originating and terminating numbers; date of the call; start and end time of the call type (person to person), collect, etc; and preferred IXC for interlata calls.

**A.10 Federal Communication Commission (FCC) Compliant.**

- A.10.1 Not limited to these rules in this Contract, the TRS must meet or exceed the FCC's mandatory minimum operational, technical and functional standards necessary to maintain state certification as indicated in CC Docket Number 98-67 *et. seq.* and amended docket.

**A.11 Auditing Requirements**

- A.11.1 The Contractor shall report monthly to the State on the service of the relay center. Such report shall include the following: total number of calls relayed in that month; a breakdown of the number of calls initiated by non-impaired (voice) and hearing impaired parties handled through the TRS; the average duration of the call; the average speed of answer time; the daily average number of calls in queue; the blockage rate; the average length of time a call is in queue to be answered; and a summary of all relay complaints registered during that month.
- A.11.2 The Contractor shall report annually to the State and/or fund administrator on the operations and traffic patterns of the center. On the first day of October in each year of the contract, the Contractor shall submit its annual report to the State which shall include a summary of all charges to date submitted to the contractor for payment, the monthly call volume for that year for intrastate and interstate calls, the average call duration in each month, and the average monthly cost per call or minute.

**A.12 Outreach and Consumer Related Activities.**

- A.12.1 The Contractor shall provide Outreach Personnel located in the state of Tennessee to provide outreach and activities to Tennessee relay users.
- A.12.2 The Contractor shall work with the local exchange carriers of Tennessee to ensure that the LECs publish TRS information in their directories, provide periodically informational billing inserts, place instructions in their telephone directories on how to use the TRS, include the listing of TTY numbers toll-free numbers and instructions on 711 access in the directory and provide relay information through its directory assistance services.
- A.12.3 The Contractor shall engage in outreach activities, promotional campaigns and other means of educating the public as to the benefits of the TRS. The Contractor shall, with the approval of the State and other appropriate officials, develop promotional materials, brochures and educational tools to explain TRS.
- A.12.4 The Contractor shall promote the TRS annually by distributing brochures, pamphlets, posters or other information documentation to the community as well as Public Service Announcements statewide.
- A.12.5 The Contractor shall maintain a Relay Advisory Committee of community members and relay users. This committee shall meet quarterly, at the expense of the relay provider, to discuss the relay and telecommunication needs of the relay users in the state. This committee shall consist of no fewer than five (5) members total from the West, Middle and Eastern parts of the state; as well as, members representing the users of various relay types.
- A.13 The Contractor shall obtain from the State, prior to the effective date of the Contract, a Certificate of Public Convenience and Necessity (CCN) pursuant to Tennessee Code Annotated, Section 65-4-201.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning March 25, 2012 and ending on March 24, 2017.

**C. PAYMENT TERMS AND CONDITIONS:**

There shall be no cost to the State for the performance of services under this contract.

- C.1 The Contractor shall submit monthly invoices for the actual number of intrastate minutes processed through the TRS to the "Fund Administrator" designated by the State. Said invoices shall be submitted in form and substance acceptable to the State and Fund Administrator with all necessary supporting documentation prior to any payment. Such payments from the Fund Administrator shall constitute the entire compensation due the Contractor for services rendered pursuant to this Contract and the Contractor's obligation hereunder regardless of the difficulty, materials, hours worked, or equipment required. The unit rates of this contract are firm for the duration of the contract and are not subject to increase for any reason unless amended.
- C.2 The State or its designee reserves the right to audit any and all financial and operational aspects of the TRS during the course of this contract.
- C.3 In consideration of products and services provided hereunder by the Contractor, the Contractor shall charge per conversation minute for TRS to the TRS Fund Administrator as follows:

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in this Section.
- b. The Contractor shall be compensated for said units based upon the following payment rates:

Cost Item Description	Cost Per Minute				
	3/25/12- 3/24/13	3/25/13- 3/24/14	3/25/14- 3/24/15	3/25/15- 3/24/16	3/24/16- 3/24/17
Tennessee Relay Service per conversation minute	\$1.28/ minute	\$1.32/ minute	\$1.37/ minute	\$1.43/ minute	\$1.51/ minute

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize

the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed

or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Patrice N. Barner  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505  
[Patrice.barner@tn.gov](mailto:Patrice.barner@tn.gov)  
(O) 615-741-2904, Ext. 179  
(F) 615-741-8953

The Contractor:

Sidney Minnick  
AT&T Corp., and its certificated affiliates  
311 S. Akard Street  
Rm. 21-10  
Dallas, TX 75202  
[Sidney.minnick.ir@att.com](mailto:Sidney.minnick.ir@att.com)  
(O) 214-464-6858  
(F) 214-745-4802

- E.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
  - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
  - d. any technical specifications provided to proposers during the procurement process to award this Contract;
  - e. the Contractor's proposal seeking this Contract.
- E.4. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.5. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31611-20113 (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.6. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the amount equal to one hundred thousand dollars (\$100,000.00), and said amount shall not be reduced at any time during the period of the contract. The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment B hereto), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:

- a. the Contract term and all extensions thereof; or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

Failure to provide to the State a performance bond as required by performance bond deadline detailed in the RFP Section 2, Schedule of Events and, as applicable in the case of a periodic new (or re-issued) performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued bond, shall result in contract termination.



The Contractor must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The State will not assist the Proposer with securing the services of any fidelity or guaranty underwriter.

Failure to adhere to the requirements of this RFP Section shall result in termination of the Contract as a material breach of the contract. Further, as applicable, failure to periodically provide to the State a new or re-issued performance bond subsequent to the first as required above shall be a material breach of contract and result in the State taking action to exact payment pursuant to the current performance bond held by the State.

E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.8. Prohibited Advertising.

The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.9. Insurance.

The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
  - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
  - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- a. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

**E.10. Competitive Procurements.**

This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Chairman of the Tennessee Regulatory Authority, for such decision and non-competitive procurement.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

**AT&T Corp., and its certificated affiliates**



3/9/12

**CONTRACTOR SIGNATURE**

**DATE**

**Carmen Nava, Senior Vice President-Customer Information Services**

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**TENNESSEE REGULATORY AUTHORITY:**

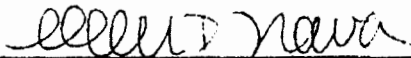
  
Kenneth C. Hill, Chairman

3/13/2012  
**DATE**

## ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	31611
Contractor Legal Entity Name	AT&T Corp.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	13-492-4710

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Carmen Nava, Senior Vice President -Customer Information Services

---

**PRINTED NAME AND TITLE OF SIGNATORY**

3/9/12

---

**DATE OF ATTESTATION**

Bond # 09063265

**PERFORMANCE BOND**

**The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.**

KNOW ALL BY THESE PRESENTS:

That we,

AT&T Corp.

\_\_\_\_\_  
(Name of Principal)

208 S. Akard Street, Dallas, TX 75202

\_\_\_\_\_  
(Address of Principal)

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

\_\_\_\_\_  
(Name of Surety)

1400 American Lane, Tower II, Schaumburg, IL 60196

\_\_\_\_\_  
(Address of Surety)

as Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee, Tennessee Regulatory Authority, as Obligee, hereinafter called the Obligee, and in the sum of

\_\_\_\_\_  
One Hundred Thousand Dollars (\$100,000)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal to complete Work detailed in the Scope of Services detailed in the State of Tennessee, Tennessee Regulatory Authority, Request for Proposals for the Tennessee Relay Service, bearing the RFP Number 31611-2011, a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully

reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of labor or material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, alteration, or addition to the terms of the Contract or the Work or the specifications.

The term of this bond is for the period commencing March 25, 2012 and expiring on March 24, 2013, unless released by the Obligee prior thereto.

However, the term of this bond may be extended for additional one-year periods by the issuance of Continuation Certificates by the Surety.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this 24th day of February, 2012.

AT&T Corp.

(Name of Principal)

(Authorized Signature of Principal)

**Art Kirchoffer**

(Name of Signatory) **Assistant Treasurer**

(Title of Signatory)

Fidelity and Deposit Company of Maryland

(Name of Surety)

(Signature of Attorney-in-Fact)

Heidi A. Notheisen, Attorney-in-Fact

(Name of Attorney-in-Fact)

Company #607699 NAIC #393061

(Tennessee License Number of Surety)

#### ACKNOWLEDGEMENT OF PRINCIPAL (Corporation)

STATE OF Texas  
COUNTY OF Dallas

On this 27th day of FEBRUARY in the year 2012, before me personally comes ART KIRCHOFFER, to me known, who being by me duly sworn deposes and says that (s)he resides in the City of DALLAS, that (s)he is the ASST. TREASURER of AT&T Corp., the corporation described in and which executed this foregoing instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

  
NOTARY PUBLIC

#### ACKNOWLEDGEMENT OF SURETY

STATE OF Missouri  
COUNTY OF St. Louis



On this 24th day of February in the year 2012, before me personally comes Heidi A. Notheisen, Attorney-in-Fact of Fidelity and Deposit Company of Maryland with whom I am personally acquainted and who being by me duly sworn, says that (s)he resides in the City of Waterloo; that (s)he is the Attorney(s)-in-Fact of Fidelity and Deposit Company of Maryland and which executed the within instrument; that (s)he knows the corporate seal of the such Company; that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of the said Company; and that (s)he signed said instrument as Attorney-in-Fact of said Company by like order.

Sandra L. Ham

NOTARY PUBLIC

SANDRA L. HAM  
Notary Public-Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires on: Jan. 18, 2013  
Commission #09450177

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, JoAnn R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER and Sandra L. HAM**, all of St. Louis, Missouri, **EACH** his true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Pamela A. BEELMAN, Cynthia L. HANAK, Heidi A. NOTHEISEN, JoAnn R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM, dated December 12, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of December, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By:

*Frank E. Martin Jr.*

Gerald F. Haley    Assistant Secretary    Frank E. Martin Jr.    Vice President

State of Maryland }  
City of Baltimore } ss:

On this 3rd day of December, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn    Notary Public  
My Commission Expires: July 14, 2015

## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

### CERTIFICATE

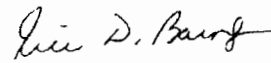
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 24th day of February, 2012.

  
Assistant Secretary



## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

### CERTIFICATE

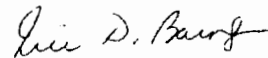
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 24th day of February, 2012.



Assistant Secretary

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In Re: *Expedited Request of AT&T Corp., and its certificated affiliates, for Approval of Amendment to Contract to Provide Tennessee Relay Services*

Docket No. \_\_\_\_\_

**PROTECTIVE AGREEMENT**

**THIS AGREEMENT** is entered into by and between AT&T Tennessee ("AT&T") and the Tennessee Regulatory Authority ("TRA");

**WHEREAS**, AT&T is providing to the TRA a copy of a proprietary and confidential agreement for professional services between Hamilton Relay, Inc. and AT&T Services, Inc.

**WHEREAS**, AT&T is willing to allow the TRA access to the requested information claimed to be proprietary under the terms and conditions hereinafter specified and the TRA is willing to accept access under such terms and conditions;

**NOW, THEREFORE**, the parties subscribing hereto agree as follows:

1. All access, review, use, and disclosure of any correspondence, documents, data, studies, methodologies, or other information or material claimed by AT&T to be of a trade secret, proprietary, or confidential nature shall be treated as proprietary and confidential information (hereinafter referred to as "Confidential Information").
2. That all claimed Confidential Information shall be specifically marked as proprietary or confidential.
3. That access to such Confidential Information shall be limited to such representatives of the TRA who have requested and received Confidential Information.
4. The TRA hereby agrees not to disclose any of the claimed Confidential Information (including notes taken therefrom) so obtained and agree to treat such information as confidential and proprietary and to safeguard such information so as to prevent disclosure to any other person in any

forum in this or any other jurisdiction. **The TRA will notify AT&T of any requests from individuals or state agencies not a signatory hereto for copies of the claimed Confidential Information and will not release same until notified by AT&T that the appropriate agreements are in place.**

5. That the TRA will give AT&T at least five (5) business days' notice of its desire to use, in the course of any proceeding, any information obtained as a result of its examination of the Confidential Information, including but not limited to any proffer of evidence. If any such use is planned, the affected parties will meet for purposes of attempting, in good faith, to establish a procedure which will accommodate the needs of the TRA while at the same time insuring the nondisclosure of AT&T claimed proprietary and confidential information. In the event of a failure to agree, the parties will submit the issue of appropriate protection from disclosure of proprietary and confidential information to the TRA for resolution.

6. Nothing in this Agreement shall limit AT&T's right to seek greater protection for any particular claimed Confidential Information from the TRA or a Court, including the right to seek to preclude access altogether; nor shall it limit AT&T's right to seek to withhold any document or information on any legitimate ground, including but not limited to a claim that disclosure would be unduly burdensome or that the information is irrelevant, subject to attorney-client privilege, or constitutes attorney work product. Additionally, nothing herein shall be construed to restrict AT&T's right to challenge the admissibility or use in this proceeding or any claimed Confidential Information on any legitimate ground, including but not limited to competence, relevance, materiality, or privilege.

7. Nothing in this Agreement indicates that the TRA agrees with AT&T that the Information is confidential and proprietary. The purpose of this Agreement is only to assure AT&T that the TRA will treat the Information as confidential and proprietary unless and until the TRA or a Court, if appealed, orders otherwise, or AT&T, through counsel, agrees otherwise.