

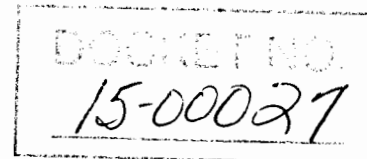
BUTLER | SNOW



February 24, 2015

VIA HAND DELIVERY

Hon. Kenneth C. Hill, Chairman
c/o Sharla Dillon
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243



RE: Joint Petition For Expedited Approval of Assignment of AT&T's Contract to Provide Tennessee Relay Services to Sprint

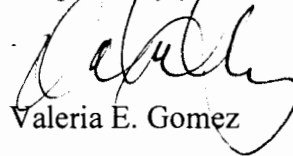
Dear Chairman Hill:

Enclosed please find an original and thirteen (13) copies of Sprint Communications Company L.P. and AT&T Corp.'s *Joint Petition for Expedited Approval of Assignment of AT&T's Contract to Provide Tennessee Relay Services to Sprint*.

Please note that this filing includes a **CONFIDENTIAL** and Public Version of Exhibit 2. The **CONFIDENTIAL INFORMATION** submitted with this filing is being filed **UNDER SEAL** and should be treated as such. Among other things, this **CONFIDENTIAL INFORMATION** should not be placed on the Authority's web site.

An extra copy of this letter is also enclosed to be file-stamped for our records. Should you have any questions concerning this filing, or require additional information, please do not hesitate to let me know.

Respectfully yours,



Valeria E. Gomez

VEG/mjb

Enclosures

cc: Parties of Record

ButlerSnow 24916270v1

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BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE:

JOINT PETITION FOR EXPEDITED)	
APPROVAL OF ASSIGNMENT OF)	DOCKET NO.
AT&T'S CONTRACT TO PROVIDE)	_____
TENNESSEE RELAY SERVICES TO SPRINT)	

**JOINT PETITION FOR EXPEDITED APPROVAL OF ASSIGNMENT OF
AT&T'S CONTRACT TO PROVIDE TENNESSEE RELAY SERVICES
TO SPRINT**

COME NOW AT&T Corp. and its certificated affiliates ("AT&T") and Sprint Communications Company L. P. ("Sprint") (collectively, "Joint Petitioners") and respectfully request that, pursuant to the authority vested to it by the Federal Communications Commission ("FCC") under 47 C.F.R. Section 64.604, the Tennessee Regulatory Authority ("TRA" or "Authority") approve on an expedited basis the assignment of AT&T's Tennessee Relay Services contract to Sprint. In order to ensure a seamless service transition from a technological and customer service standpoint, Joint Petitioners respectfully request the Authority's expedited review and approval of this Joint Petition by no later than April 1, 2015, so that AT&T and Sprint can meet a target date of June 1, 2015 for service transition to Sprint. Joint Petitioners also request that the Authority approve the proposed minor wording changes to the current TRS Contract which are needed by Sprint and are indicated in **Exhibit 1**, which is attached hereto. In support of their Joint Petition, AT&T and Sprint respectfully show as follows:

1. The Authority and AT&T duly executed a contract pursuant to which AT&T and its certificated affiliates in Tennessee, including AT&T Tennessee, will provide Telecommunications Relay Service ("TRS") for deaf, hard-of-hearing, and

speech-disabled Tennessee consumers (“TRS Contract”). The TRS Contract is effective from March 12, 2012 to March 24, 2017.

2. By its Order Approving Amendment to Tennessee Relay Services Contract, issued January 12, 2015 in Docket No. 14-00132, the TRA approved an amendment to the TRS contract which permits AT&T as the underlying TRS provider to subcontract with Hamilton Relay, Inc., if AT&T so chooses, for the provision of Spanish language TRS through July 1, 2015.

3. By this Joint Petition, AT&T and Sprint respectfully request the Authority’s expedited review and approval of the Joint Petition by no later than April 1, 2015. In order to ensure a seamless service transition from a technological and customer service standpoint, Joint Petitioners have set a target date of June 1, 2015 for service transition to Sprint. Joint Petitioners also request that the Authority approve the parties’ proposed minor wording changes needed by Sprint in the current TRS Contract, which are indicated in **Exhibit 1**.

4. Pursuant to the Joint Petitioners’ request, the TRA will be kept whole because Sprint will assume the TRS Contract under AT&T’s current contractual rates for TRS for the contract term. AT&T will compensate Sprint in the form of a one-time lump sum payment from AT&T to Sprint. See **Confidential Exhibit 2**, attached hereto, which is being filed under seal and is an unredacted executed copy of the compensation agreement between the parties.¹ No party will be injured or otherwise disadvantaged by the TRA’s approval of AT&T’s and Sprint’s Joint Petition. Again, the Authority will not be financially disadvantaged by the Joint Petitioners’ request because Sprint will

¹ The *Joint Petition For Expedited Approval of Assignment of AT&T’s Contract to Provide Tennessee Relay Services to Sprint* is filed with a Confidential and Public Version of Exhibit 2. The Public Version of Exhibit 2 has been redacted to protect information that the parties consider proprietary and confidential.

assume the TRS Contract under the current AT&T rates. Sprint as assignee will fully comply with all terms and conditions of the TRS Contract.

5. The Joint Petition serves the public interest. Sprint is the nation's largest and most experienced TRS provider, and is currently the TRS provider for 31 states, Puerto Rico, the U.S. Virgin Islands, the country of New Zealand, and the Federal Government. As the Authority will recall, Sprint was previously the CapTel provider in Tennessee. Sprint is duly certificated by the Authority to provide interexchange and competitive local exchange services in Tennessee.² The Authority's approval of this request will also permit AT&T to take advantage of certain synergies associated with a swifter nationwide exit from this line of business, while ensuring that Tennessee's citizens receive TRS service from a provider that remains fully engaged in and committed to provision of reliable and state-of-the-art telecommunications relay service. Moreover, and as previously mentioned, the Joint Petition serves the public interest because the Authority will be kept whole, since Sprint will assume the TRS Contract under AT&T's current contractual rates for TRS for the contract term, and no party will be injured or disadvantaged by the TRA's approval of the Joint Petition.

6. The Authority has previously considered and approved the expedited assignment of the contract to provide Tennessee TRS services when requested by the parties and not harmful to the public interest.³

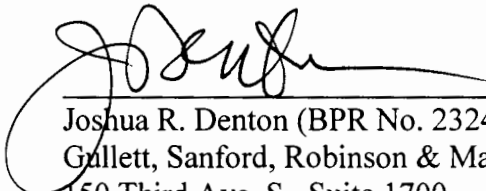
² See Docket No. 96-01153, *Application of Sprint Communications Company L.P. for a Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunications Services*; Docket No. U-84-7326, *In Re GTE Sprint Communications Corporation's Application for a Certificate of Public Convenience and necessity to Offer Intercity Telecommunications Services to the Public in the State of Tennessee and For the Establishment of Initial Rates*.

³ See Docket No. 07-00204, *In Re Joint Petition of Verizon Communications, MCI Communications Services, Inc. d/b/a Verizon Business Services, Verizon Services Corp. for Expedited Approval of the Assignment of the Contract to Provide Relay Services from Verizon Services Corporation to GRSC, for*

WHEREFORE, in recognition of the foregoing, the Joint Petitioners respectfully request that the Authority:


- a) Approve the parties' proposed edits to the current TRS Contract, which are indicated in **Exhibit 1**;
- b) Approve on an expedited basis the assignment of the revised TRS Contract to Sprint as described herein; and
- c) Such other and further relief as the Authority deems just and proper.

Respectfully submitted this 24th day of February, 2015.



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Attorneys for Sprint

GRSC to Utilize Stellar Nordia Services, LLC, as a Subcontractor in the Performance to the Contract, and for the Transfer of Related Assets from Verizon Business Services to GRSC, Order Approving Joint Petition (issued December 18, 2007).

EXHIBIT 1

PROPOSED CHANGES TO CURRENT TRS CONTRACT BETWEEN TENNESSEE REGULATORY AUTHORITY AND AT&T

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE REGULATORY AUTHORITY
AND

AT & T Corp. Sprint Communications Company L.P., 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~~ Sprint Communications Company L.P., 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 - ~~43-140800713-492-471-0~~

~~AT & T Corp.~~ Sprint Communications Company L.P. and its certificated affiliates
~~311 S. Akard Street~~ 12502 Sunrise Valley Drive
Reston, VA 20196
~~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 nondisabled 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 TOO 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 uninterruptible 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 (direct employee or subcontractors) 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 semiannually 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. Subject to Tennessee law (Tennessee Code Annotated 12-3-315(d)), Contractor's total liability for direct damages to the other Party will be limited to an amount not to exceed two (2) times the value of the contract. SUBJECT TO TENNESSEE LAW, NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT

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.bamer@tn.gov
(O) 615.741-2904, Ext. 179
(F) 615-741-8953

The Contractor:

Michaela Clairmonte, Manager, of Contracts and Negotiations & Management
Sprint Communications Company L.P.
Sidney Minnick
AT&T Corp. and its certificated affiliates
311 S. Akard Street 12502 Sunrise Valley Drive
Reston, VA 20196
Rm. 21-10
Dallas, TX 75202
Sidney.minnick.jr@att.com
(O) 703-433-8581 214-464-6858
(F) 214-745-4802 703-433-8798

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~~ State's solicitation;
- 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 (\$1 00,000.00), 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 6 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 detail 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.

PUBLIC EXHIBIT 2

**ASSIGNMENT AGREEMENT BETWEEN
AT&T AND SPRINT**

(REDACTED)

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into as of this 23rd day of February, 2015, by and between AT&T Corp. and its certificated affiliates (the "Assignor"), with offices located at 311 Ackard St. Rm. 2110 Dallas, TX 75202 and Sprint Communications Company L.P., a Delaware partnership with offices located at 12502 Sunrise Valley Drive, Reston, VA 201496 (the "Assignee") (collectively, "the Parties").

WITNESSETH:

WHEREAS, Assignor wishes to transfer and assign to the Assignee all of the obligations under the Telecommunications Relay Service ("TRS") contract that it currently has with the State of Tennessee and the Tennessee Regulatory Authority (collectively, the "State"), entered into on March 13, 2012 ("Contract"), and Assignee wishes to be the transferee of such obligations ("Assignment").

WHEREAS, in connection with this transaction, Assignor desires to assign the agreement or contract of Assignor set forth on Exhibit A hereto, as amended by the Assignee (the "Assigned Contract"); and

WHEREAS, in consideration of the Assignment, and on the terms and conditions contained herein, the Assignee will accept and assume from the Assignor all liabilities and obligations of Assignor under the Assigned Contract, as amended, and Assignor will pay Assignee a fixed amount further described below.

WHEREAS, the Assignment is contingent upon the approval by the Tennessee Regulatory Authority and other state agency or department required to assign the contract it has with the Assignor, the approval of which is pending at the date of this Assignment.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, delivers and conveys to Assignee, its successors and assigns, effective as of the date hereof all of Assignor's right, title and interest in and to the Assigned Contract. Any interest in receivables accrued as of the effective date shall be retained by the Assignor.

2. Assignor shall also pay Assignee CONFIDENTIAL INFORMATION within sixty (60) days of the State's approval of the Assignment.

3. Effective as of the State's approval ("Effective Date"), the Assignee hereby accepts the Assignment and hereby assumes the due and full payment and performance of all of the liabilities and obligations of Assignor under the Assigned Contract.

4. Notwithstanding the foregoing, Assignor agrees to defend and indemnify Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the Contract, provided however, that after the Assignment, the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense resulting from Assignee's performance.

5. This Agreement shall be governed by, enforced and construed in accordance with, the laws of the State of Kansas, without giving effect to its conflict of law or choice of law principles.

6. This Assignment supercedes all prior and contemporaneous agreements and discussions of the Parties hereto regarding the subject matter hereof and the contract(s) assigned hereby and, as written, constitutes the entire agreement of the Parties.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each of Assignor and Assignee as of the date first set forth above.

ASSIGNOR:

AT&T Corp., and its
Certificated Affiliates:

By: Michael J. Barry
Name: Michael J. Barry
Title: Director, Customer Information Services
Date: 2-23-15

ASSIGNEE:

Sprint Communications Company L.P.

Sprint

By: Bill Esrey
Name: Bill Esrey
Title: Vice President
Date: 2-23-2015