



DEAF and DISABLED TELECOMMUNICATIONS PROGRAM (DDTP) EXAMINATION

CALIFORNIA COMMUNICATION ACCESS
FOUNDATION
JANUARY 2017 – JUNE 2018

UTILITY AUDITS BRANCH
JANUARY 14, 2020



A digital copy of this report can be found at:
<http://www.cpuc.ca.gov/utilityaudits/>

Thanks to:
Angie Williams and Nancy Ta

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Executive Summary

At the direction of the California Public Utilities Commission (CPUC) Communication Division's management, the Utility Audits Branch (UAB) conducted an examination on the California Communications Access Foundation (CCAF). CCAF is a non-profit corporation that manages and operates the Deaf and Disabled Telecommunications Program (DDTP) for the CPUC. UAB's authority for the examination is pursuant to California Public Utilities Code (PUC) Sections 274 and 314.6(a).¹

The scope of this examination covered the period January 1, 2017 to June 30, 2018. The audit objective was to determine whether CCAF complied with the Scope of Work contained in Agreement #14PS4011 between the CPUC and CCAF during the period January 1, 2017 to June 30, 2018.

Based on our examination, the following findings were identified:

- Finding #1: CCAF did not develop a dedicated database for the administration of DDTP.
- Finding #2: CCAF could not demonstrate compliance with reviewing and monitoring Spanish-speaking calls to ensure quality of service.

¹ All statutory references are to the Public Utilities Code (PUC) unless stated otherwise.

Audit Report

BACKGROUND

In 1979, legislation was enacted requiring the California Public Utilities Commission (CPUC) to design and implement a program to provide telecommunication devices to individuals who are deaf or hearing-impaired. This program – now called the Deaf and Disabled Telecommunications Program (DDTP) – currently fulfills three mandated functions, each arising from a separate piece of legislation. These three pieces of legislation have been incorporated into Sections 2881-2890.2 of the California Public Utilities Code (PUC), but functions continue to be identified and distinguished by their bill number, as summarized below.

- Senate Bill (SB) 597, enacted in 1979, provided for the distribution of telecommunication devices for the deaf (TDDs) to certified deaf telephone subscribers at no cost.
- In 1986, SB 244 mandated the development of a dual-party relay system to connect individuals who are deaf or hearing-impaired with individuals with no hearing disability. The resulting California Relay Service (CRS) provides Teletypewriter (TTY) users 24-hour contact with any other telephone subscriber in the State.
- In 1985, SB 60 mandated the distribution of specialized telecommunications equipment to other certified individuals with hearing, vision, mobility, speech, and other cognitive disabilities.

Subsequently, in 1989, the CPUC formally established the Deaf and Disabled Telecommunications Program (DDTP) to oversee the provisions of the services mandated by these three Senate bills. Previously, the Deaf Equipment Acquisition Fund Trust (DEAF Trust) Administrative Committee – established by the CPUC in 1981- oversaw the services.

The DDTP is one of six universal service programs that the CPUC administers for the purposes of expanding access to basic telephone services. The other five universal service programs currently overseen by the CPUC are summarized below.

- California Advanced Services Fund (CASF) – Primarily subsidizes broadband infrastructure upgrades in unserved areas.
- California High Cost Fund A (CHCF-A) – Subsidizes basic telephone service provided by small independent telephone corporations that promotes customer access to advanced services and deployment of broadband-capable facilities in rural areas.
- California High Cost Fund B (CHCF-B) – Provides subsidies to carriers of last resort (COLRs) for providing basic local telephone service to residential customers in high-cost areas that are currently served by Pacific Bell Telephone Company dba AT&T California, Verizon California Inc., Citizens Telecommunications Company of California dba Frontier Communications of California, and Cox Communications.
- California Lifeline (ULTS) – Provides discounts on home phone and cell phone services to qualified households.
- California Teleconnect Fund (CTF) - Provides discounted rates to qualifying K-12 schools, libraries, community colleges, government-owned health care providers, and community-based organizations.

The CPUC finances these six telecommunication programs through surcharges assessed on all telephone customers' monthly bills. These surcharges apply to most calls made within the State. After telecommunication companies (carriers) collect the surcharge monies from customers, they are required to remit the amounts collected to a financial institution working on behalf of the CPUC. For the DDTP, the surcharge is capped by legislation at 0.50% and, in accordance with PUC section 2881 (g), the surcharge has a statutory sunset date of January 1, 2020. It has remained at the current rate since February 1, 2015.

SCOPE

UAB developed its scope of the examination based on consultation with the CPUC's Communications Division (CD) and the results of a risk assessment. The audit objectives of the examination is to determine whether California Communications Access Foundation (CCAF) complied with the Statement of Work contained in Agreement #14PS4011 in the areas including, but not limited to, items 10.a.(2)(5)(6)(7), 10.c.(1)(ii.-vi.)(xviii.), 10.d.(2)(iii.), 10.e.(2)(4)(5), 10.f.(1)(2)(3)(5)(6), 10.h.(2)-(6), and 10.i.(1)(8)(9)(10)(12)(16)(17) for the period of January 1, 2017 to June 30, 2018: Contractor's compliance, Management of Subcontractor, Management of staff, Recordkeeping, Integrity of data, and Customer/Quality Assurance. For this examination, our scope was limited to Agreement #14PS4011 between the CPUC and CCAF for the period of January 1, 2017 to June 30, 2018. A copy of Exhibit A, Statement of Work for Agreement #14PS4011 is included in **Appendix D** of this report.

METHODOLOGY

To address the examination objectives and assist the Commission in its oversight over CCAF and the DDTP, the procedures performed included, but were not limited to the following:

1. Obtained an understanding of the DDTP by reviewing relevant laws, rules, regulations, CPUC codes, rulings, and directives.
2. Reviewed relevant annual reports and internal audit reports to identify areas potentially affecting the examination.
3. Reviewed Agreement #14PS4011 between the CPUC and CCAF.
4. Reviewed CCAF's internal policies and procedures, and organizational chart.
5. Performed an assessment on CCAF's internal operations for administering and implementing the DDTP.
6. Obtained an understanding of CCAF's management structure for overseeing staff, contractors and the DDTP Revolving Fund.
7. Interviewed key personnel to gain understanding of CCAF's operations and the management of other contractors' compliance requirements.
8. Observed and conducted walkthrough of certain tasks to obtain understanding on how staff hours are allocated to each task.
9. From CCAF's accounting records, judgmentally selected expenditure transactions for review and testing.
10. Requested and reviewed bank statements and performed reconciliations between month-end balances in the general ledger and the DDTP Revolving Fund.
11. Reviewed and judgmentally selected customer complaints to determine if complaints were properly supported and resolved.
12. Reviewed CCAF's practices and procedures for monitoring customer calls for quality of service.

FINDINGS AND RECOMMENDATIONS

Finding #1: CCAF Did Not Develop a Dedicated Database for the Administration of DDTP

Condition:

During the examination, UAB discovered that CCAF did not develop and use a dedicated database for the administration of the DDTP, pursuant to the Scope of Work, Section 10.a.2.ii of Agreement #14PS4011 between the CPUC and CCAF. Rather, CCAF utilized a Microsoft Excel spreadsheet for tracking personnel time, a Microsoft Access database for tracking staff positions and labor hours dedicated to DDTP and the accounting program Quickbooks for the recording of travel and other reimbursable expenses applicable to DDTP.

Criteria:

According to Scope of Work, Section 10.a.2.ii, it states that CCAF shall:

"Maintain a database of personnel records for PPCA staff dedicated to this DDTP contract where there are reimbursable travel expenses for these staff in excess of 100 miles, other reimbursable expenses, and hours assigned to each task. This DDTP dedicated database shall include a current list of staff assigned to each DDTP-related task and be subject to audit by the CPUC or its designee."

Cause:

CCAF management decided that the use of multiple computer applications or databases is appropriate for managing and operating the DDTP for the CPUC.

Effect:

CCAF did not comply with the Scope of Work, Section 10.a.2.ii by utilizing multiple databases or computer platforms in administering and implementing the DDTP. In addition, using multiple databases or computer platforms may increase the likelihood of reporting errors to the CPUC's Communications Division (CD)

Recommendation:

UAB recommends that CCAF work with the CPUC's CD to develop a single database dedicated for DDTP or make appropriate revisions to Agreement #14PS4011 to ensure CCAF is in compliance with contract terms and conditions.

Finding #2: CCAF Could Not Demonstrate Compliance with Reviewing and Monitoring Spanish-Speaking Calls

Condition:

CCAF failed to monitor the required amount of Spanish-speaking calls for quality of service as stipulated in its Management of DDTP Customer Contact Policies and Procedures, Section 5.2.6.A(f) - Field Operation Staff Monitored Calls. Specifically, in the month of January 2018, CCAF's Consumer Affairs Liaison only reviewed and monitored four (4) of the required ten (10) Spanish-speaking calls for quality of service.

Criteria:

CCAF's Management of DDTP Customer Contact Policies and Procedures, Section 5.2.6.A(f) - Field Operation Staff Monitored Calls, requires that:

“Field Operations staff monitor all of the selected non-English calls. The Consumer Affairs Liaison is responsible for supplying random calls each month to the Field monitors in each of the following categories:

- i. Spanish (10 calls)*
- ii. Cantonese (2 calls)*
- iii. Mandarin (2 calls)*
- iv. Hmong (when available)”*

Cause:

According to CCAF, its inability to appropriately monitor non-English calls is due to the lack of staff resources fluent in non-English languages. This lack of staff resources prevented CCAF from adequately monitoring the required amount of Spanish-speaking calls in January 2018 to ensure quality of service.

Effect:

Failure to appropriately monitor non-English calls for quality of service may lead to missed opportunities in providing specialized telephone devices and services to California’s deaf and disabled.

Recommendation:

UAB recommends that CCAF enforce its own internal procedures to ensure that the DDTP is effectively monitored and administered in accordance with CCAF’s internal policies and procedures.

CONCLUSION

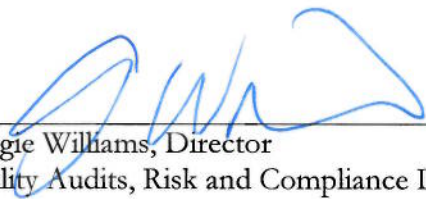
In conducting our examination, UAB obtained a reasonable understanding of CCAF’s internal controls which were considered relevant and significant within the context of our examination objectives. UAB does not provide any assurance on CCAF’s internal controls. Any significant deficiencies or material weaknesses in internal controls that were identified during the examination were communicated to CCAF’s management and identified in this report.

UAB determined that, except for the items noted in the Findings and Recommendations section, CCAF has complied with the Scope of Work stipulated in Agreement #14PS4011 during the examination period of January 1, 2017 to June 30, 2018.

CCAF’s management is responsible for the development of its policies and procedures to ensure that the DDTP is administered and implemented in accordance with contract terms and conditions. The CPUC is responsible to ensure that ratepayer’s monies funding the DDTP explicitly supports the purposes and goals of the DDTP and protect ratepayer’s funds against improprieties and abuse.

UAB planned and performed the examination to obtain sufficient, appropriate evidence to afford a reasonable basis for our findings and conclusions, based on our examination objectives. UAB believes that the evidence obtained provides a reasonable basis for our findings and conclusions based on our limited examination objectives.

This report is intended solely for the information and use of the CPUC and CCAF and is not intended to be, and should not be used by anyone, other than these specified parties. However, this report is a matter of public record and its distribution is not limited.



Angie Williams, Director
Utility Audits, Risk and Compliance Division

- cc: Barry Saudan, CEO, California Communications Access Foundation (CCAF)
- Ted Shimanuki, Director of Finance and Accounting, CCAF
- Alice Stebbins, Executive Director, CPUC
- Lucian Filler, Deputy Executive Director, CPUC Communications and Water Division
- Nancy Ta, Senior Auditor, UAB

Appendices

APPENDIX A Applicable Rules and Regulations

Rule/Regulation Types	Reference	Description
Public Utilities Code	Section 274	The commission may on its own order, whenever it determines it to be necessary, conduct financial audits of the revenues required to be collected and submitted to the commission for each of the funds specified in Section 270 (The Deaf and Disabled Telecommunications Program Administrative Committee Fund is included in Section 270). The commission may on its own order, whenever it determines it to be necessary, conduct compliance audits on the compliance with commission orders with regard to each program subject to this chapter. The commission shall conduct a financial and compliance audit of program-related costs and activities at least once every three years.
	2881(a)	Provide telecommunications devices to certified deaf and severely hearing-impaired users.
	2881(b)	Provide a dual-party relay system, now called the California Relay Service (CRS) to connect TTY users with any other telephone user.
	2881(c)	Provide specialized telecommunications equipment to individuals certified with hearing, vision, speech, cognitive and mobility disabilities.
Decisions & Rulemaking	D.10-11-033	Wireless equipment incorporated as a permanent part of DDTP/CTAP.
	D.13-12-054	Pursuant to AB 136, this decision authorized the addition of rules, guidelines, and procedures to govern the access to and distribution of SGDs that are durable medical equipment (DME) and those that are supplemental telecommunications equipment (STE). This decision also provides for a pilot project called Voice Options.
Senate Bill	SB669	1) Mandated that the surcharge revenues for the DDTP and all other Commission's Universal Telephone Service programs be moved into the state fiscal system. 2) Program administration changed from a program administered by a Commission appointed committee to a state program administered by the Commission.
	SB168	Provides authority for the CPUC to transfer advisory oversight of the TTY Placement Program to the DDTP and its advisory committees.
Assembly Bill	AB136	Directs the Commission to include Speech Generating Devices as part of the DDTP.

APPENDIX B CCAF's Response



December 12, 2019

Ms. Angie Williams
Director
Utility Audits, Risk and Compliance Division
Sacramento, CA
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916-327-0578

Dear Ms. Williams,

The following are CCAF's comments regarding the draft Utility Audit and Finance Compliance Branch (UAFCB) final Audit report dated November 27, 2019.

1. The Executive Summary does not provide the reader with a summary of the auditors conclusion, i.e. **UAFCB determined that, except for the items noted in the Findings and Recommendations section, CCAF has complied with the Scope of Work stipulated in Agreement #14PS4011 during the examination period of January 1, 2017 to June 30, 2018.** CCAF believes the omission of the auditor's conclusion in the Executive Summary could lead some readers (that only read the Executive Summary) to a false conclusion regarding CCAF's overall compliance.
2. With regard to the first finding: **"CCAF did not develop a dedicated database for administration of the DDTP."** CCAF interprets the requirement "develop a dedicated database for the administration of the DDTP " to mean the development of a database dedicated to the DDTP for the purpose of complying with the specified Scope of Work as detailed in Section 10.a.2.ii. CCAF did develop a dedicated DDTP database using two database platforms (MS Access and QuickBooks) to satisfy the requirements as defined in the PPCA Scope of Work. The Scope of Work states that CCAF shall "Maintain a database of personnel records for PPCA staff dedicated to this DDTP contract where there are reimbursable travel expenses for these staff in excess of 100 miles, other reimbursable expenses, and hours assigned to each task. This DDTP dedicated database shall include a current list of staff assigned to each DDTP-related task and be subject to audit by the CPUC or its designee." The current dedicated DDTP database configuration does meet the requirements as defined in the Scope of Work.

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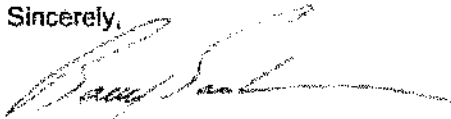
While there is no material impact in the use of multiple databases to comply with the stated scope of work, at the CPUC's request, CCAF is open to discussing implementation of an alternative database platform.

3. With regard to the second finding: **"CCAF could not demonstrate compliance with reviewing and monitoring Spanish-speaking calls."** The monitoring of Spanish (foreign language) calls is a CCAF internal procedure designed to help ensure the quality of service provided by the EPC vendor (Contact /Call Center). As noted by the auditor, this is a CCAF internal procedure. There is no specific requirement in the PPCA contract for the PPCA to conduct EPC call monitoring.

CCAF has modified its internal procedure to allow for flexibility given the number of available Spanish-speaking Field Operations staff and their primary workload in any given month.

4. CCAF believes that in the first paragraph of the Conclusion section, the last sentence could be stated with more clarity and directness. The draft currently has the last sentence as "Any significant deficiencies or material weaknesses in internal controls that were identified during the examination were communicated to CCAF's management and identified in this report." CCAF believes the following language provides a more direct and clear sentence that would be helpful for readers: "There were no significant deficiencies or material weaknesses in internal controls that were identified during the examination."

Sincerely,



Barry Saudan
President and CEO
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Oakland, CA 94612
Bsaudan@ccaf.us

cc: Ted Shimanuki, Director of Finance and Accounting, CCAF

APPENDIX C

Evaluation of Response

CCAF's response to the draft reported dated November 27, 2019, have been reviewed and incorporated into our final report where it is deemed appropriate. In evaluating CCAF's response, we provide the following comments:

Finding #1: CCAF Did Not Develop a Dedicated Database for the Administration of DDTP

CCAF contends that it has developed a dedicated database for the DDTP by using two database platforms (MS Access and Quickbooks) in order to satisfy the requirements as defined in the Scope of Work, Section 10.a.2.ii of Agreement #14PS4011.

We appreciate CCAF's interpretation of Section 10.a.2.ii in the Scope of Work of Agreement #14PS4011. However, we find that Scope of Work Section 10.a.2.ii specifies that a single database is to be utilized by CCAF for the administration of the DDTP to ensure data integrity.

Finding #2: CCAF Could Not Demonstrate Compliance with Reviewing and Monitoring Spanish-Speaking Calls

CCAF asserts that the monitoring of Spanish speaking calls is an internal CCAF procedure designed to help ensure quality of service and that the monitoring of foreign language calls is not contract requirement. CCAF also indicated that it has since modified its internal procedures for the monitoring foreign language calls in order to allow for flexibility due to the limited availability of Spanish-speaking Field Operation staff and their primary workload.

UAB acknowledges CCAF's efforts to monitor its quality of service for foreign language calls. However, in making any revisions to its internal procedures, UAB would like CCAF to be mindful of the mission of the DDTP which is to ensure that all Californians who have difficulty using a telephone are provided access to basic telephone service.

APPENDIX D

Agreement #14PS4011, Exhibit A, Statement of Work

Contractor: California Communications Access Foundation
Agreement Number: 14PS4011

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EXHIBIT A

TERM OF THE AGREEMENT

The California Public Utilities Commission (hereinafter referred to as Commission or CPUC) and California Communications Access Foundation (CCAF) (hereinafter referred to as Contractor) agree to enter into a contractual Agreement. The Term of the Agreement shall be from April 1, 2016 through August 31, 2019, with the of option two - one-year extensions. The maximum amount of this Agreement is \$56,006,700.00 (Fifty-Six Million Six Thousand Seven Hundred Dollars and 00/100). This Agreement amount and expiration date of may be changed by amendment with the approval of CPUC and the Department of General Services (DGS) if deemed necessary.

This Agreement is of no force or effect until signed by the Parties and/or if required, approved by the Department of General Services, Office of Legal Services (DGS/OLS).

STATEMENT OF WORK

Statement of Work (including Definitions and Term of Agreement)

California Communications Access Foundation (CCAF), "DDTP Primary Program and Contract Administration" services provider (PPCA/Contractor) agrees to provide to the California Public Utilities Commission (Commission/CPUC) services that support the CPUC regarding Deaf and Disabled Telecommunications Program (DDTP) as described herein. The Contractor will act as the Primary Program and Contract Administrator for the CPUC, implementing its policy and directives and performing administrative, management and operational tasks. All policy and discretionary task decisions pertaining to the DDTP will be exclusively those of the CPUC. The Term of the Agreement shall be from April 1, 2016 through August 31, 2019 with two one-year options to extend at the request of the CPUC.

I. Transition Period

a. Transition-In

Upon contract approval, on April 1, 2016, by the Department of General Services/Office of Legal Services, the contractor awarded the contract under this RFP and the current DDTP Primary Program and Contract Administrator shall develop a plan and timeline for CPUC review and approval which identifies the tasks required to transition administrative responsibilities from the current administrator to the Contractor awarded the PPCA contract pursuant to this RFP.

The Transition Period will begin on April 1, 2016 and continue through June 30, 2016. The transition plan shall be submitted in draft for CPUC review and approval no later than three weeks after Contract Award. The assumption of the totality of tasks listed under the SOW of this RFP shall begin on July 1, 2016. The transition tasks may include, but are not limited to: transference of office space including DDTP headquarters, service centers and

field offices; training, orientation and assignment of personnel and associated duties including service center, field advisor and outreach staff; transference of office, information technology, and telecommunications equipment owned by the State; transition of contract and program administration responsibilities; and any existing program documentation or electronic databases owned by the State containing all program, contract, invoicing, budgeting, equipment information to the new vendor, and the integration of the new PCCA with the DDTP Equipment Processing Center vendor's equipment distribution/call center responsibilities as well as the database.

No more than 30 days after Contract Award, the Contractor shall develop and submit for CPUC review a draft IT systems plan, including hardware and software inventory, system design, and network diagrams, combined with plans for business continuity and systems maintenance and data security as identified in subsequent sections. Contractor should also identify key IT personnel responsible for the oversight and maintenance of all IT systems.

No more than 30 days after Contract Award, the Contractor shall provide the CPUC/CD with a Systems Maintenance Schedule and Report for all networks and systems, confirming procedures and schedules, and stating any issues, concerns and recommendations.

No more than 30 days after Contract Award, the successful Contractor shall submit a comprehensive disaster recovery plan, indicating personnel and procedural contingencies for emergency scenarios. This plan shall apply to systems, facilities and personnel of the primary offices as well field offices. The plan shall demonstrate awareness of localized and wide-spread situations including the activities that would be required to maintain service, if possible (through redundancies, backup processes and the use of assigned personnel). The submitted plan will be considered to be a draft subject to modification and approval by the CPUC, prior to training of appropriate personnel in advance of the first day of scope of work.

No more than 30 days after Contract Award, the Contractor shall provide an initial draft plan of the administrative policies and procedures it will use to manage its responsibilities, and to train personnel to ensure consistency in providing services under this contract. This plan shall include descriptions of the responsibilities of personnel, the relationship between managers and staff, the interaction with the Contractor and the CPUC, the interaction with the Contractor and other DDTP contractors, and include detailed organization charts and work flow diagrams. The draft plan will be reviewed by the CPUC and at that time it may require the Contractor to provide additional clarification and detail on the processes required for the PCCA to manage its DDTP responsibilities under the contract.

The Contractor's lead personnel will spend a minimum of no less than an average of 16 hours per week, at the current DDTP Primary Program and Contract Administrator's office(s) to facilitate the transition of the Administrative duties, such as those listed above.

as well as other tasks as may be required by the CPUC. The new Contractor will be paid a fixed lump sum for this period of time¹

The fixed-price for these transition services has been determined by the CPUC and is reflected on the Cost Sheet found in Attachment 9 of the RFP. Each bidder's submitted Cost Sheet must reflect this fixed price as part of the bidder's cost bid. The terms and conditions of the Transition Period, including the reimbursement to the Contractor, will be formalized in the signed and approved contract. The Transition Phase will be reimbursed as a one-time fixed-price lump sum payment upon completion of the transition from the existing DDTP Primary Program and Contract Administrator to the winning bidder. The fixed sum of \$225,000 (see Cost Sheet, Attachment 9 of the RFP) shall be calculated as part of the bidder's cost for services. The Project Manager for the CPUC will oversee the Transition. It is assumed that the winning bidder shall require access to the current PPCA's (including senior level management, other managers, other supervisors and lead personal as required for each administrative area no less than an average of once or twice a week throughout the Transition and more frequently during the last month of the Transition to complete the tasks required for the Transition, which will then enable the winning contractor to assume the full range of tasks, under the SOW, by July 1, 2016).

b. Transition-Out

The last six months of this contract (March 1, 2019 through August 31, 2019² unless extended) are for transition from awardee of this RFP (Contractor) to new contractor. The PPCA of this RFP must submit a proposed draft of transition-out by December 31, 2018, if the CPUC does not exercise its option to extend this contract.

Many of the transition-out tasks are the same as the transition-in tasks. They may include, but are not limited to: transference of office space including DDTP headquarters, service centers and field offices; training, orientation and assignment of personnel and associated duties including service center, field advisor and outreach staff; transference of office, information technology, and telecommunications equipment owned by the State; transition of contract and program administration responsibilities; and any existing program documentation or electronic databases owned by the State containing all program, contract, invoicing, budgeting, equipment information to the new vendor, and the integration of the

¹ If the incumbent PPCA is awarded this contract (14PS4011), it will not be eligible for this fixed lump sum payment for transition. However, for cost proposal purposes, the amount should be added in so that comparable cost comparisons can be made between incumbent PPCA and other bidders. If the incumbent PPCA is awarded this contract (14PS4011), it will remain responsible for the Transition in plans/documents.

² During March 1, 2019 through June 30, 2019, the PPCA of this RFP is performing scope of work as well as transitioning operations to the new contractor. During June 1, 2019 through August 31, 2019, the PPCA of this RFP is performing transition-out tasks only.

new PPCA with the DDTP Equipment Processing Center vendor's equipment distribution/call center responsibilities as well as the database.

Near the end of the contract in the transition out period, the contractor is to work with the CPUC on data and information that is to be retained, transitioned, or archived.

2. Overview: Subject to the terms and conditions of this Agreement, and in response to Letters of Instruction (LOI) from the Director of the Communications Division or his/her designee, the PPCA shall perform the following tasks:

- a. Provide administrative oversight of all DDTP related contracts and leases executed by the CPUC. Contracts for goods and services may include, but are not limited to:
 - California Relay Service
 - Equipment Processing Center
 - Marketing Services Provider
 - Equipment Suppliers
 - DDTP Related Leases
 - Contracts related to Accommodation: American Sign Language Interpretation, Foreign Language Translation, Captioning, Braille and Attendants for Committee Members and
 - Other Agreements that the CPUC enters into as part of the CPUC's DDTP oversight responsibility.
- b. Operate and manage consumer service centers approved by the CPUC;
- c. Operate and manage the staffing to reach consumers without access to service centers;
- d. Review and voucher all claims by the telephone companies (for speed dialing and three way calling);
- e. Provide marketing and outreach efforts to promote the program, including working with the CPUC and the Marketing Service Provider;
- f. Provide staff and support to CPUC chartered advisory committees;

- g. Operate and manage all DDTP related programs and services, as directed by the CPUC;
- h. Coordinate all administrative and DDTP-related functions with, and under the direction of the CPUC;
- i. Process all payments assigned to the Contractor under the Revolving Fund Category list in the Cost Categories set forth in Attachment Z of the RFP of this Agreement;
- j. Process all invoices and revenue supporting documentation and reports submitted by DDTP Contractors including preparation of voucher packages for payment of processed invoices; submit voucher packages to the CPUC for reimbursement by the State Controller;
- k. Meet with DDTP vendors and CPUC staff as requested; prepare meeting agendas and documents as required. All other tasks as may be required;
- l. Provide documentation of all administrative policies, practices and procedures by the end of the first year of the contract; contractor shall work with the CPUC to establish priorities, determine the contents of the policies and procedures documentation, confirm a plan to complete this task, establish contractor's project management lead, and create a project timeline by no more than 30 days after start of transition-in. An initial plan by the contractor shall follow within the next 15 calendar days. It shall identify specific areas of DDTP services that will be included in the final policies and procedures documentation, and the anticipated delivery date(s) of draft documents for CPUC review, feedback and direction. The contents of each section of the policies and procedures documentation shall be related to the management control and functional tasks required to provide the services contracted. Each section's draft shall have a CPUC approved version control, and shall be refined and updated during the first year of service to incorporate evolving insight into how services are best coordinated and current practices. Contractor is to ensure that its staff (including sub-contractor staff) is trained and knowledgeable of these policies and procedures.
- m. Agree to amend this Agreement to reflect any DDTP structural changes that the CPUC orders;
- n. Agree to two-one year extensions of this contract, if requested by the CPUC;
- o. Ensure the timely payment of all goods and services, assigned to the Contractor, necessary for the performance of this Agreement and facilitate Contractor's

operations in the extent that funds for payment have been advanced to the Contractor. CPUC retains ultimate responsibility for payment of all DDTP expenses not directly assigned to the Contractor:

- p. Maintain electronically, on a database, all DDTP related program activities – including marketing, vendor oversight, fiscal budgets, contract reimbursement and expenses, payments to staff and vendors, consumer complaints and other issues, legislation with program recommendations, and advisory board related activities and expenses;
- q. Create/Maintain databases to track the budgets for each aspect of the PPCA contract including Revolving Fund, Administrator's (PPCA's) contract expenditures/reimbursements, and DDTP Contractors' invoices and contract balances.
- r. Prepare electronic and hard copy monthly reports generated from the databases, for the CPUC outlining DDTP related tasks and accomplishments for the prior month; problems encountered and their specific resolutions; recommendations concerning improvement of program components; items procured pursuant to CPUC instructions and approval; support of special groups constituted by the CPUC that may be required to provide an advisory function for special DDTP needs; and expected tasks for the coming month/quarter(s);
- s. Oversee and ensure that any services provided by a Subcontractor of the PPCA is satisfactorily completed in accordance with State rules and regulations; and hours, tasks, and expenses are accounted for and properly reported;
- t. On an annual basis, in conjunction with the CPUC, conduct an audit of internal equipment, equipment located in the distribution center, equipment loaned, stock carried in service centers, and stock in field advisor's vehicles;
- u. Prepare an Annual Report summarizing and highlighting PPCA activities, electronic and hard copy, consisting of, but not limited to, administrative goals and their outcomes, staff performance, marketing activities including quantification of successes/failures and recommendations for target groups, vendor contract oversight including attainment of performance measurements, summary of advisory board activities, operation expenses, etc. This Annual Report must be coordinated with CPUC oversight;
- v. Meet with the CPUC at required monthly meetings, and/or as requested by CPUC staff, at the Contractor's expense. Arrange for attendees to be present, prepare meeting agenda package, prepare requested meeting materials and support, and undertake any follow-up required as an outcome of the meeting topics.
- w. Meet with the DDTP Marketing Contractor monthly, or as required, at the Contractor's expense to discuss DDTP marketing/outreach strategies. Coordinate these strategies as requested by the CPUC with other DDTP marketing and outreach efforts, CPUC marketing/outreach efforts, as well as CPUC required website related efforts.

- x. Other general administrative tasks that may be requested by the CPUC via formal Letter of Instruction issued by the Director of the Communications Division or his/her designee;
- y. Contractor shall be required, at the termination of the Contract awarded in response to this RFP, to assist in the transition of Primary Program and Contract Administration services to a new vendor or contract procured prior to the termination of the Contract;
- z. Working under the direction of CPUC Communications Division, Contractor shall have the responsibility to manage and maintain all DDTP associated websites and content including, but not limited to, DDTP.org, and CaliforniaPhones.org. Contractor shall establish a designated management-level lead contact for website area. All DDTP websites provide content to consumers in both English and Spanish. Responsibilities include, but are not limited to: Maintaining up-to-date CPUC approved consumer and other information on DDTP websites, responsible for oversight of format and content (i.e., development and ongoing maintenance):
 - i. Ensuring that all information on DDTP websites is provided in both English and Spanish languages. As needed, some website links, pages and general directions are also required in other languages;
 - ii. Providing timely translations and postings of content, such as committee schedules, event calendars, annual reports and expedited critical Program-related material, in accessible formats in both English and Spanish and other languages as required;
 - iii. Regularly reviewing all DDTP associated websites, including those of other contractors, to confirm that information provided is current (see also Item vi below);
 - iv. Ensuring that all DDTP websites have been designed and are maintained to *Best Practices* for accessibility considerations and options, including Contractor postings;
 - v. Identifying strategies and recommendations for developing and maintaining DDTP English language and Spanish language websites and others as required as part of the DDTP marketing and outreach activities;
 - vi. Working with other DDTP contractors to ensure accuracy of DDTP related material on their websites. As other DDTP contractors may have DDTP related content on their sites, such as contractors for the California Relay Service (CRS), the PPCA shall work with other contractors to ensure that they develop format and content that is consistent with the DDTP message and acceptable to the CPUC. Contractors' website format and content shall be submitted through the PPCA to the CPUC for review and approval before being offered to the public;

- vii. Assuming primary responsibility to confirm and assure that all DDTP websites are compliant with CPUC and State rules and regulations (including conforming with privacy and data security policies, and accessibilities requirements);
 - viii. Having qualified personnel to manage these responsibilities including the ability to use Ektron Web Content Management Solution software;
 - ix. Working with the CPUC as required because all DDTP website content is subject to review and approval of the CPUC.
 - aa. Work collaboratively with the CPUC and other DDTP contractors, as required, to maintain a consistent message(s) among all DDTP communication channels;
 - bb. Coordinate, as required, with other CPUC public programs regarding consumer education and outreach activities.
3. **Obligations:** The obligations of the PPCA under this Agreement include satisfaction of the following conditions and are specifically limited as follows:
- a. In performance of this Agreement, the Contractor shall be responsible for payment of wages and salaries, any and all CPUC approved subcontractor fees/charges for service and all costs associated with the Contractor's performance of the tasks listed under Paragraph 10, SOW in this contract for which specific separate reimbursement by the CPUC is not provided for under the Terms of this Agreement. All items of cost associated with the Contractor's performance of the tasks listed under Paragraph 10 SOW in this contract which are the responsibility of the PPCA shall be deemed as included in the payment of the monthly fee under the terms of this Contract.
 - b. The Contractor shall be obligated to perform a Service in connection with, or under any contract, agreement or other aspect related to DDTP if it is within the general SOW and LOI that has been provided to the Contractor from the Director of the Communications Division or his/her designee.
 - c. The CPUC shall prepare procedures or direct the PPCA to draft practices and procedures as approved by the CPUC, when required and are not previously specified under this Agreement, that outline the manner, and under what circumstances, the Contractor can procure goods and services on behalf of the CPUC.
4. **Rules and Limitations**
- a. The Contractor shall request, and receive, written approval from the CPUC Project Manager prior to:

- 1) Entering into any sub-contracting arrangement and/or substituting an approved sub-contractor with a replacement sub-contractor. When substituting sub-contractors, the replacement subcontractor must have the same or greater qualifications as the subcontractor that is being replaced; a resume must be provided to the CPUC Project Manager verifying the required qualifications; and if the sub-contractor being replaced is a Disabled Veteran, the replacement sub-contractor must be as well.
 - 2) Acting in any way to bind or obligate the CPUC which is in addition to provisions set forth in the "Revolving Fund" Categories of Expenditures found in Attachment II.
 - 3) Undertaking or issuing any studies not specifically approved by the CPUC; and
 - 4) Making recommendations to or acting on recommendations from the DDTP Advisory Committees without obtaining approval from the CPUC Project Manager.
- b. Notwithstanding any provision of this contract to the contrary, the PPCA shall not do any of the following:
- 1) Contract for goods or services of any type that are not included in the Revolving Fund Category of Expenditures found in Attachment H;
 - 2) Execute any legal document including leases and all forms of agreements and contracts, other than sub contracts subject to provision 4, above, without prior written approval from the CPUC;
 - 3) Represent to any person that it may make other than approved administrative, management or operational decisions on behalf of the CPUC;
 - 4) Represent to any person that it has discretionary authority exercised on behalf of the CPUC or the State of California; and
 - 5) Discuss with other DDTP vendors matters other than routine day-to-day contract matters which may include but are not limited to matters of invoicing and payment, quality of service, methods and procedures, and issues related to service level agreements.
- If Contractor seeks to undertake any of the activities identified in 4.b. 1) – 5), the Contractor shall make a written request to the CPUC, which will permit the CPUC to provide a written response in sufficient time to allow the Contractor to perform its obligations under this Agreement.
- c. The Contractor must agree that it will not appear in a public venue, either before the State Legislature or a local jurisdiction, before a federal agency or other tribunal, or at a conference, without first providing advance notice via e-mail to the CPUC. Notice must be provided at least 3 days before the public appearance; if the Contractor receives notice

of the appearance less than 3 days in advance, then notice must be provided to the CPUC as soon as the Contractor receives notice.

- d. The Contractor shall promptly notify the CPUC through its monthly reports, or sooner if warranted, of policy or administrative issues that the Contractor, in its good faith judgment, determines are material to the CPUC as it relates to DDTP or that have been raised in writing to the PPCA by the Advisory Committees, CPUC vendors and the DDTP-user community. The Contractor shall not represent or hold itself out as a decision-making or policy-setting agent of the CPUC. The Contractor shall at all times function in strictly an administrative, management and operational capacity on behalf of, and under the direction of, the CPUC.
- e. The Contractor will obtain CPUC approval, on an ongoing basis, for the substitution of any lead staff personnel as listed in the Contractor's proposal hereby incorporated by reference, including the name, classification and responsibilities of the staff person, when such a change is proposed for those lead staff persons who were originally included in and approved of as part of the Contractor's proposal response to the Request for Proposal.
- f. The Contractor and the CPUC will coordinate maintaining and preserving all documents and records related to this Agreement, including all contracts, leases, and other written agreements so that they will be accessible in the headquarters leased by the State. Documents shall be prepared, processed, and maintained in a manner agreed to by the parties, and formalized through a Letter of Instruction, on or before commencement of the SOW, July 1, 2016. In addition to the reports required monthly by the CPUC, the Contractor shall maintain (and provide to the CPUC upon request) an updated list of all contracts, leases, and other written agreements as it relates to DDTP, including those entered into by the Contractor under the Revolving Fund list of categories. The format shall be subject to the approval by the CPUC's Project Manager who may require modifications to the Contractor's format to ensure that all data required by the CPUC is contained in this list and attached agreements.
- g. Intentionally left blank.
- h. The Contractor shall meet with representatives of CD no less than monthly to provide updates on DDTP related areas and to discuss status of major program initiatives, successes and any problems or challenges.
- i. The Contractor and the CPUC Project Manager will coordinate to ensure that signage on everything related to DDTP, CRS, and/or equipment (CTAP) states that these are programs of the State of California and the CPUC.
- j. The Contractor shall observe all State holidays except as otherwise approved by the CPUC (i.e. substitutions).

5. Definitions

- a. Advisory Committees – The Telecommunications Access for the Deaf and Disabled Administrative Committee (TADDAC) and the Equipment Program Advisory Committee (EPAC.) In this contract all references to advisory committees are defined as meaning the TADDAC and EPAC.
- b. Agreement means this Contract.
- c. Auxiliary staff are non-management level Contractor staff.
- d. Bagley-Keene Open Meeting Act (Government Code Sections 11120-11132) regulates the public proceedings of state agencies. The intent of the Act is to ensure that the deliberations and actions of state agencies be made openly.
- e. California Public Utilities Commission (CPUC) means any and all of the following as appropriate given the subject matter and context in which the term appears: The CPUC acting as a deliberative body; and/or CPUC employees or staff that the CPUC may delegate or appoint; and/or a Division or Program under the jurisdiction of the CPUC.
- f. California Relay Service (CRS) enables a person using a TTY to communicate by phone with a person who does not use a TTY (Telecommunication device with keyboard and visual display, for people who are Deaf, hard of hearing or speech disabled). The service also works in reverse — allowing a non-TTY user to call a TTY user. Other relay technologies and equipment that are, or may be, developed to serve the deaf and disabled under CRS.
- g. California Telephone Access Program (CTAP) provides telecommunication devices (specialized equipment) to certified individuals who are Deaf, disabled, speech or mobility impaired. Contracts for the specialized telecommunications equipment will be competitively bid and managed by the Department of General Services (DGS).
- h. Call Center receives phone inquiries from individuals in California regarding the equipment program. The Call Center Services are provided through a contract between the State and the DDFP Equipment Processing Center vendor awarded a contract through competitive bid. The call center maintains, through the use of a database, current information on customers who have been allocated equipment, handles routine questions on equipment, makes appropriate referrals for home visits by the PPCA, arranges for information or equipment to be sent from the warehouse, and refers inquiries for network services to appropriate local telephone companies.
- i. Captioned Telephone/Enhanced VCO Service is the service and specialized equipment that provides word-for-word captions of everything said by the other party in a telephone conversation. At the same time, the voice can be heard via an amplified handset.
- j. Certification means that a customer has been approved and certified to receive equipment

and/or services relevant to the customer's abilities. Customer must complete a certification form, have it signed by a certifying agent (licensed medical doctor, licensed optometrist, licensed audiologist, Department of Rehabilitation Counselor, licensed speech language pathologist, superintendent or school audiologist at the California School for the Deaf in Riverside and Fremont, licensed hearing aid dispenser, and licensed physician assistant), and return the form to the PPCA for approval.

- k. Customer Advisors (CA) operate and provide services at the service centers. CA responsibilities include approving certification forms, assessing customer abilities, providing program equipment to the customers, training customers on equipment and/or services, and explaining customer responsibilities.
- l. Deaf and Disabled Telecommunications Program (DDTP) is a California State mandated program, under governance of the CPUC, administered by the Contractor, which operates and/or manages the Equipment Processing Center contract, the California Relay Service (CRS) contracts, and all other contracts entered into by the CPUC or DGS for DDTP related work. A surcharge on intrastate telecommunications services that appears on customers' bills pays for both the CTAP and the California Relay Service (CRS).
- m. Direct service delivery provides specialized telephone equipment either through in-home delivery service by a field advisor of specialized telecommunications equipment, or at the service center by a customer advisor.
- n. Equipment Distribution Warehouse: location shall be provided by the DDTP Equipment Processing Center (EPC) Contractor from where all specialized telecommunications equipment is distributed to customers ordering from the call center, or to field advisors to distribute to customers in homes, or to customer advisors to distribute to customers visiting service centers, through a contract between the CPUC and the Equipment Processing Center.
- o. Equipment Program Advisory Committee (EPAC) provides recommendations to the TADDAC on equipment for the California Telephone Access Program (CTAP).
- p. Equipment, Supply, and Service Request (ESSR) is a document used during a Requisition Process for the procurement of DDTP goods and services. The process is established in the "Administrative Manual for Telecommunications Public Programs" (August 2005) that shall be provided to the Contractor.
- q. Field Advisors (FA) provide home visits to customers who are unable to visit a service center or who require training on equipment. FA responsibilities include contacting the customer to discuss options for the customer and, if necessary, making the appropriate arrangements for the customer to receive the equipment and be trained on the use of the equipment.

- f. Fiscal year and fiscal quarter mean, respectively, the year ending June 30 and each of the three-month periods ending September 30, December 31, March 31, and June 30.
- g. Lead staff are management level staff of Contractor overseeing one or more program departments; also includes administrative and contract management level Contractor staff.
- t. Maintain means to preserve or keep in a given existing condition with reasonable wear, tear, and usage, or such other condition as required under an applicable contract all equipment, work stations, and work site locations the State provides to the Contractor. The maintenance of items the Contractor owns or leases for use under this Agreement are the sole responsibility of the Contractor.
- ii. Manage; manage and operate means to oversee the services provided for under a contract, and to carry on the business and day-to-day activities related to DDTP under the direction of the CPUC.
- v. Marketing Service Provider is a contractor procured under competitive bid to provide DDTP Marketing/Outreach Services.
- w. Maximum Contract Amount means the amount of the winning vendor's bid and any funds added by the CPUC for a specific non-competitive bid purpose. A percentage of the total contract price shall include monies set aside for "Revolving Fund" expenditures for the initial contract term of 36 months for SOW (July 1, 2016 to June 30, 2019) which shall not be co-mingled with other contract funds.
- x. Service means the performance of activities described in Sections 2881 through 2881.4 of the California Public Utilities Code and subsequent amendments to these Code Sections to the extent that this Agreement is modified by an agreement of the parties to incorporate those changes.
- y. Service Center is a public store front location for customers to test specialized telecommunications equipment that they may be eligible to receive and to obtain one-on-one training. Appointments are not needed. A customer must bring a completed signed certification form in order to receive equipment. A customer may also upgrade or exchange broken equipment at any Service Center. There are currently seven full-time DDTP service centers and six part-time service centers located throughout the State.
- z. Specialized telecommunications equipment is telecommunications equipment that facilitates conversations over the public telephone network for individuals certified as having functional limitations of hearing, vision, mobility, speech, and/or interpretation of information.
- aa. Speech-to-Speech Relay Service (STS) provides live operators to voice for people who are speech-disabled.

- bb. State means the State of California.
- cc. Telecommunications Access for the Deaf and Disabled Administrative Committee (TADDAC) is an advisory committee that advises the CPUC regarding the development, implementation, and administration of the DDTP.

6. Headquarters Location Where Contractor is to Perform Work

- a. The Contractor will perform the services required by this Contract from the CPUC leased premises located at 1333 Broadway, Suite 500, Oakland, CA. The CPUC shall be responsible for the rent for this location, as well as, all of the DDTP field service offices leased by the CPUC³.
 - 1) The headquarters premises are leased by the CPUC and CPUC shall be responsible for all tenant's obligations under the lease of the premises. The Contractor acknowledges that it has been given a copy of the lease, understands its terms and conditions, and will abide thereby. The lease shall remain in force during the fixed term portion of the lease and optionally thereafter to permit the Contractor to use the headquarter space for the Contractor's operation.
 - 2) All furniture, furnishings including workstations, computer equipment, computer systems, and committee meeting and conference room equipment located at 1333 Broadway, Suite 500, Oakland, or any other leased premises for DDTP, are the property of the State of California. The furniture, furnishing including workstations, computer equipment, and computer systems, may only be used by the Contractor for carrying out the scope of work under this Contract. The Contractor understands that the only services that may be performed at the leased premises are those set forth in this Contract. Within 14 days after the effective date of the Contract, the Contractor shall send notification of this clause to all employees assigned to the SOW. Signed receipt of this notice shall be kept by the Contractor in the employee's personnel file.
 - 3) All other equipment and supplies are the property of the Contractor and it is the Contractor's sole responsibility to maintain his/her own equipment and keep such equipment in good repair. The Contractor shall maintain and keep in good repair, at the CPUC's expense, only that which is owned by the CPUC. If an employee or sub-contractor of the PPCA damages, in any way, CPUC owned items, the PPCA shall be fully responsible for the repair and/or replacement cost.

³ The PPCA may be required to enter into leases for satellite service centers. Payment for these leases may be paid under the Revolving Fund.

- 4) The Contractor shall observe the tenant rules regarding its use of the leased premises and generally assure that the leased premises are used in a commercially reasonable manner. The Contractor shall be responsible, at its own cost, to repair any damage to the leased premises caused by the PPCA, its employees, contractors or agents.
- 5) The California Department of General Services requires that all state facilities conform to certain state requirements including office signage, accessibility, safety and health (Cal-OSHA) issues, and posting of legal notices. It is the CPUC's responsibility, on behalf of the State, to ensure that this, and any office used for DDTP activities, complies with any applicable State requirements. It is the Contractor's responsibility to work with the CPUC to ensure compliance.
 - i) Maintain, and arrange for the repair of, all State provided equipment including furnishings, computers—hardware and systems, printers, and other miscellaneous equipment provided exclusively for DDTP use. Track activity and expenditures on a DDTP database.
- 6) The Contractor understands and agrees that the only services that shall be performed at the leased premises are those set forth in this Contract. The premises, state owned furnishings, and equipment shall not be used by the Contractor, or by any of its employees, staff, agents or others to perform work not related to this contract. During the "Transition Period", the CPUC, the current DDTP Contractor, and the landlord of the leased premises shall inspect the leased premises and prepare a list of any damage, defects, or similar substandard conditions in the leased premises. If the leased premises are damaged or destroyed (other than by the negligent or intentionally wrongful act of the current Contractor, its employees, contractors or agents) in a manner that materially impedes the ability of the PPCA to perform its obligations under this Agreement, the CPUC, with the cooperation of the current Contractor, shall use diligent efforts to cause the repair of the premises or to obtain substitute premises from which the PPCA can perform its obligations under this Agreement. The PPCA shall not be responsible for any failure to perform under this Agreement to the extent that the failure to perform is caused by the damage or destruction of the leased premises unless the damage was caused by the PPCA.
7. **Other Locations:** The Contractor will also provide services to and support the seven full-time service centers and six part-time service centers.

The seven full-time service centers are currently located at the following addresses:

- 3075 Adeline Street, Suite 260, Berkeley, CA 94703
- 7525 N. Cedar Avenue, Suite 115, Fresno, CA 93728
- 425 West Broadway, Suite 105, Glendale, CA 91204

- 2002 Iowa Avenue, Suite 106, Riverside, CA 92507
- 1300 Ethan Way, Suite 105, Sacramento, CA 95825
- 1455 Frazee Road, Suite 406, San Diego, CA 92108
- 2677 North Main Street, Suite 130, Santa Ana, CA 92705

The six part-time service centers are currently located at the following addresses:

- 2861 Churn Creek Road, Suite A, Redding, CA 96002
- 1188 Padre Drive, Suite 115, Salinas, CA 93901
- 1234 Divisadero Street, San Francisco, CA 94115
- 2202 North First Street, San Jose, CA 95131
- 423 W. Victoria Street, Santa Barbara, CA 93101
- 1203 West Puente Avenue, West Covina, CA 91700

Mandatory/Optional: The CPUC may require the PPCA to staff additional part-time service centers at other agreed upon locations

- a. The thirteen service centers are leased by the CPUC or the rent is paid for by the CPUC. The CPUC shall be responsible for all of tenant's obligations under the leases of the service centers. The PPCA acknowledges that it has been given a copy of the leases, understands the terms and conditions and will abide thereby.
- b. All furniture, furnishings, and equipment located in the service centers, including satellite service centers are the property of the State of California, except as specifically identified. The Contractor shall maintain and keep the equipment in good repair, at the CPUC's expense except to the extent that the furniture, furnishings, and equipment are damaged by the negligence or intentional wrongful act of the Contractor or its employees, agents or subcontractors. Equipment and/or supplies owned or leased by the Contractor are the sole responsibility of the Contractor. The Contractor shall observe the tenant rules regarding its use of the service centers and generally assure that the service centers are used in a reasonable manner consistent with commercial or retail use. The PPCA shall be responsible, at its own cost, to repair any damage to the service centers caused by the Contractor, its employees, contractors or agents.
- c. **Maintain State leased space, on behalf of the CPUC.** Management includes prompt payment of all utility bills, maintenance of furnishings, paint, carpets, telephone, and office equipment provided by the State, as well as, posting of rules set forth by the DGS such as occupancy emergency rules, signage, handicap accessibility, etc. Vendor is expected to track activity on a DDTP dedicated database.

- d. The Contractor understands and agrees that the only services that shall be performed at the service centers are those set forth in this contract. The service centers shall not be used by the PPCA, or any of its employees, staff, agents or others to perform work not related to this contract. During the "Transition Period", the CPUC, the current Contractor and landlord of the service centers (including satellite service centers) shall inspect the service centers and prepare a list of any damage, defects, or similar substandard conditions in the service centers. If any of the service centers are damaged or destroyed (other than by the negligent or intentionally wrongful act of the current Contractor, its employees, contractors or agents) in a manner that materially impedes with the ability of the PPCA to perform its obligations under this Agreement the CPUC, with the cooperation of the Contractor, shall use diligent efforts to cause the repair of the service center or to obtain substitute premises from which the Contractor can perform its obligations under this Agreement. The PPCA shall not be responsible for any failure to perform under this Agreement to the extent that the failure to perform is caused by the damage or destruction of the leased premises unless the damage was caused by the PPCA. All restrictions noted in 5, above, such as proper signage and accessibility, shall apply to all other locations leased by the CPUC for use by the Contractor to fulfill the scope of work under this Contract. The Contractor shall also notify employees and sub-contractors of the proper use of "other locations" during the term of the Contract.

8. Satellite Service Centers

The PPCA may be required to enter into leases for satellite service centers that may be housed in community based organizations. Payment for the monthly rental amount shall be reimbursed through the Revolving Fund (Outreach). If required by the CPUC, any signage for these satellite service centers may include the State of California seal and other DDTP/CTAP program designation.

9. CPUC Property and Leases:

- a. All real property and personal property, including without limitation, all leaseholds, equipment, and all hardware and software necessary for DDTP use (collectively, the "CPUC Property") owned or leased by the State shall be used by the PPCA, to the extent that such property, equipment, hardware and software are necessary for the performance by the Contractor of its obligations under this Agreement, without cost or charge to or reduction in the Maximum Contract Amount.
- b. During the term of this Agreement, the CPUC shall arrange for reasonably equivalent replacements or substitutes for the following to be made available to the PPCA without cost or charge to, or reduction in, the Maximum Contract Amount:
- f) All CPUC Property that is assigned to the Contractor for its use during the Term of the Agreement except to the extent due to the negligence or willful misconduct of the

Contractor or its employees, agents or contractors in which case, the Contractor shall be responsible for the replacement, and/or repair, of such property.

10. **Scope of Work:** In performing the services and responsibilities set forth in Section 2 above, subject to the terms and conditions of this Agreement and to the satisfaction by the CPUC of its obligations under this Agreement, the Contractor shall undertake the following:

a. Administration

1) Manage the DDTP infrastructure at the headquarters office leased by the CPUC for use by the Contractor during the term of this Contract and all other CPUC leased locations including the following functions:

- i. Manage/maintain, following State rules, CPUC-provided computer network, including hardware and software
- ii. Manage/maintain all physical and electronic program files;
- iii. Manage/maintain all CPUC furnishings and equipment;
- iv. When the CPUC requires and authorizes, procure additional furnishings and equipment within the CPUC-approved budget through and under the direction of the CPUC and following State procurement practices;
- v. Manage/maintain the office phone/internet system. All associated costs will be paid by the Contractor.
- vi. Oversee CPUC leased office space planning for service centers and satellite service centers through and under the direction of the CPUC;
Manage all CPUC leases for all DDTP offices and service centers, including satellite service centers, through and under the direction of the CPUC, and following State practices relating to lease space, ensure that all State space assigned to the vendor, including headquarters and service centers, are used and maintained properly, not damaged by negligence, and remain in conformance with DGS requirements and include such things as: office signage, handicap accessibility, safety and health standards per CAL-OSHA, posting of legal notices (NOTE: All furnishings and equipment that the CPUC or the State owns or leases and provide to the Contractor for Contractor's use under this Agreement shall not be used for any other purpose than fulfilling the Agreement's SOW).
- vii. Under the Contractor's responsibilities for managing the DDTP infrastructure at the 1333 Broadway Street office as well as other locations including the warehouse distribution center, the Contractor shall:
 - a) In consultation with the CPUC, annually perform an inventory of all

specialized telecommunications equipment housed EPC warehouse and at State owned or leased spaces, including at headquarters, service centers and satellite service centers or in custody of field advisors or outreach staff. This may also include equipment housed at future satellite service centers which are leased by the PPCA. Contractor will submit an invoice to the CPUC for the cost of this inventory audit in the contract year in an amount not to exceed \$60,000.

- b) Manage the Contractor's staff including hiring, training, and supervision; all expenses associated with hiring, training and supervision are the sole responsibility of the Contractor.
- c) Prepare and submit special one-time reports, when requested by the CPUC, assuming contract hours and funds are available or redirect staff/resources if required.

viii. The California Department of General Services requires that all state facilities conform to certain state requirements including office signage, accessibility, safety and health (Cal-OSHA) issues, and posting of legal notices. It is the CPUC's responsibility, on behalf of the State, to ensure that this and any office used for DDTP activities, complies with any applicable State requirements. It is the Contractor's responsibility to work with the CPUC to ensure compliance.

- 2) Manage staff assigned to perform the duties of this Contract; including hiring, training and supervision. Maintain and provide to the CPUC current organization charts. Staff is considered employees of the Contractor and are not CPUC or State employees. All hiring and all training expenses shall be paid by the Contractor.
 - i. **Recruit, hire, train, and supervise staff** dedicated to the DDTP tasks such as accounting/fiscal/budgeting, information technology and telecommunication systems management, marketing, equipment distribution, relay services, facilities management, authorized procurement of goods and services, field advisors/outreach, general familiarity with "accessibility" requirements for DDTP constituent groups, in particular as they relate to outreach material and website accessibility and general clerical and administrative support functions on behalf of the CPUC and the CPUC chartered advisory boards. (NOTE: recruitment, hiring, and training applies only to staff that must be replaced due to attrition--original lead person staff must have 24 months relevant experience).

- ii. Maintain a database of personnel records for PPCA staff dedicated to this DDTP contract where there are reimbursable travel expenses for these staff in excess of 100 miles, other reimbursable expenses, and hours assigned to each task. This DDTP dedicated database shall include a current list of staff assigned to each DDTP-related task and be subject to audit by the CPUC or its designee.
- 3) Maintain and, if the CPUC requires in writing, improve current quality assurance standards for all DDTP operations.
 - 4) Manage all administrative functions, documenting in monthly reports required as set forth in the RFP 14PS4041 DDTP PPCA SOW hereby incorporated by reference into this Contract and listed in Attachment K.
 - 5) Administrative policies and procedures
 - i. Ensure that administrative policies and procedures are documented and consistent with CPUC program policy. These policies and procedures should be updated as required and should be part of ongoing Contractor staff training.
 - ii. These administrative policies and procedures should include adherence to CPUC program and privacy policy (see privacy documents in Attachment F).
 - iii. Administrative policies and procedures should address documentation retention and disposal practices.
 - 6) Manage all assigned DDTP contracts issued by the CPUC and the contractors (vendors), under the direction of the CPUC.
 - i. Develop and maintain a listing of all contracts assigned by the CPUC to the PPCA for the purpose of managing the flow of DDTP goods, services, and expenditures. The data is to be collected using software such as Microsoft Access, or other CPUC approved software.
 - ii. The data to be collected shall include but not be limited to: all contact information including name of vendor, vendor Federal Tax ID number, e-mail and web sites; CPUC contract number; Disabled Veteran Business Enterprise (DVBE) or Small Business information; term of the original agreement and any changes of the term by subsequent amendments to the agreement; original amount encumbered and any additions or subtractions of dollars by subsequent amendments; tracking of all invoices rendered by each contracted vendor, by date which will be submitted by the PPCA to the CPUC on vouchers; current contract balance for each vendor including retention withheld and owed, if applicable; summary of scope of

- work/deliverables/target due dates for each vendor; summary of individual vendor performance including performance metrics; and problems and/or disputes and resolution for each vendor.
- iii. Review of vendor monthly invoices should include but not be limited to the following: accuracy, adherence to state and contractual travel guidelines, contract fund balance to ensure availability of funds through contract expiration, and performance; preparation of vouchers for each vendor and submission to CPUC for payment monthly in arrears. Review required supporting documentation as well as additional reporting which is contract required.
 - iv. Preparation of monthly report using information from the vendor database. This report shall be attached to every monthly invoice submitted to the CPUC, by the PPCA for payment on the PPCA's contract.
 - v. Conduct monthly meetings (or as required or requested by the CPUC) with contract vendors to discuss, among other things, deliverables, invoice/payment concerns, resolution of disputes, consumer issues, and performance issues; issue a monthly report for each vendor summarizing the meetings findings.
 - vi. Ensure that all contracts entered into by the PPCA adhere to State of California procurement guidelines and are tracked in the same manner as those entered into by the CPUC and administered by the PPCA.
 - vii. Reports to CPUC as required
 - viii. Summarize findings in monthly reports as required in the RFP 14PS4011 DDTP PPCA SOW hereby incorporated by reference
 - ix. Scan Vendor Invoices.
 - x. Provide reports electronically as required by the CPUC.
- 7) Manage three categories of expenses/reimbursements: #1—those subject to reimbursement through the DDTP Revolving Fund such as reimbursable travel expenses; #2—expenses paid directly by the CPUC such as rent for leased space and computers; and #3—all expenses not included in #'s 1 and 2 that are the responsibility of the Contractor.
- 8) As the CPUC directs (in writing, identify and monitor relevant State and Federal legislative and regulatory agency actions, and provide reports of such activities to CPUC and advisory committees in the form and manner as prescribed in writing by the CPUC.
- b) Consumer Advisory Committees: In the manner directed below, provide administrative support to the CPUC chartered Advisory Committees.

- 1) Facilitate communication between the Advisory Committees and the CPUC, as the CPUC requires in writing. Assist the CPUC in building effective working relationships with the Advisory Committees.
- 2) Organize and coordinate Advisory Committee meetings, including all meeting logistics, scheduling, preparing agendas, minutes, and resource materials.
- 3) Support the efforts of all Advisory Committee members in their efforts related to committee activities including arranging travel in conjunction with CPUC staff assigned to arrange for committee member travel, and provide for all committee members accessibility needs using vendors under contract to the CPUC for communication assistance including American Sign Language (ASL), Voice and Braille services. Assure that all public meeting locations and notices meet the Americans with Disabilities Act and State requirements.
- 4) Under the supervision of the CPUC, comply with the open meeting requirements of the Bagley-Keene Open Meeting Act, including providing public notice of all Advisory Committee meetings and dissemination of agenda materials, as required by the Act. Updates of the requirements of the Bagley-Keene Act shall be provided to the Contractor by the CPUC.
- 5) Lead and ancillary staff shall attend and present program updates at Advisory Committee meetings.
- 6) Prepare and mail monthly Advisory Committee packets, including monthly departmental reports using the existing packet format.
- 7) Prepare and submit reports, when requested by Advisory Committees, with approval by the CPUC, for matters relevant to the needs and success of the Advisory Boards as determined by the CPUC.
- 8) Coordinate the nomination process for new Advisory Committee members as required by CPUC.
- 9) Prepare and disseminate new member packets to Advisory Committee Members.
- 10) Maintain records and files of all Advisory Committee members, reports issued, travel expenses/per diem, meetings and actions.
- 11) Prepare and submit the reports as set forth in this Contract and as requested by the CPUC.
- 12) Coordinate all advisory board-committee meetings including any subcommittee or DDTP-related special interest meetings as requested by the CPUC.
- 13) Arrange for meeting schedules, sites, special needs of attendees, minutes and

resource materials including Braille documents and preparation of meeting packets, as well as, ensure compliance with conflict of interest provisions and the Bagley-Keece Opening Meeting Act requirements.

- 14) Develop and maintain database that includes but is not limited to the names of all committee members, reports, travel expenses, per diem, and actions taken; prepare summary reports at the request of the CPUC. The data is to be collected using software such as Microsoft Access, or other CPUC approved software.
- 15) Act as a liaison between the committees and the assigned CPUC staff as requested by the CPUC.
- 16) Assign a staff person(s) to attend all meetings to present administrative reports pertinent to the specific meeting agenda and/or group of attendees.

e. Contracts: California Relay Service, Equipment, Marketing and Other Contracts

1) Contract Administration

- i. In coordination with the CPUC's Communications Division, manage the CPUC issued and DGS approved contracts, and any Amendments to these contracts, plus contracts that may be entered into by the CPUC during the Term of this Agreement consistent with State contract and administrative (State Administrative Manual) requirements.
- ii. Ensure that all DDTP contractors meet contractual requirements.
- iii. Assign a senior level person, and appropriate staff, to oversee vendor contracts. This would include compliance with CPUC and state guidelines, ensure performance standards are met, review and analyze monthly vendor reports, review and analyze invoice claims submitted by vendors which shall be submitted to the CPUC monthly, by the PPCA, using a voucher format.
- iv. Maintain all documents related to each contract's tasks and contractor performance to ensure that standards are adhered to, agreed upon changes/improvements are implemented, and that contracting processes and documents comply with State and CPUC requirements.
- v. Review and analyze monthly vendor reports in order to provide the CPUC a written analysis of vendor compliance with the terms and conditions of each vendor's contract including ensuring that scope of work has been met including any incentives and/or penalties and invoicing requirements.
- vi. Work with vendors to investigate and resolve consumer-based issues related to quality of service, pursuant to contract terms or as required by the CPUC.

- vii. Meet with vendors as required to facilitate overall contract management and report on accomplishments and unresolved issues. After each meeting, report on outcome of meetings to the CPUC.
- viii. Maintain and update methods and procedures to reflect regulatory and environmental changes.
- ix. If CPUC requires and directs in writing, improve current methods to
 - a) ensure vendor compliance with contracts
 - b) ensure that vendor invoices are reviewed in a timely manner and comply with State and CPUC requirements.
- x. Request vendors to prepare and submit monthly invoices for payment using the approved CPUC contract invoice format.
- xi. Scan vendor invoices
- xii. Review vendor invoices for accuracy (correctly calculated and properly documented), contract compliance, hourly rate, completion of tasks/hours claimed, and adherence to state travel guideline.
- xiii. Ensure that invoices for permissible operational expenses (labor and reimbursable expenses) are reviewed and comply with CPUC rules;
- xiv. Monitor vendor invoices to ensure that all documentation and contract required reports are included with each monthly invoice;
- xv. Review vendor's monthly reports advising the CPUC of any disputes and/or problems.
- xvi. Track each vendor contract by maintaining electronic records of all vendor invoices (including telephone carrier claims) by date of invoice, month of service, invoice/voucher number, CPUC reimbursements/payment, performance standards/compliance including liquidated damages (if applicable), contract dollars spent by fiscal year to date, retention amounts (if applicable) subtracted from each invoice; and current balance information by fiscal year, DVBE expenses, contract term, and contract number. The data is to be collected using software such as Microsoft Access, or other CPUC approved software. Prepare a summary report to be attached to monthly invoice
- xvii. The electronic records of all vendor invoices should also include production output (if applicable), performance and dispute resolution issues.
- xviii. Forecast expenses to end of contract to estimate whether all contract balances will be exhausted before end of contract.
- xix. Prepare and submit DDTP vendor invoices (with supporting documentation) to the

CPUC for payment using the approved CPUC contract voucher invoice format. DDTP vendor invoices submitted for payment shall be submitted by the PPCA in triplicate, in arrears, within two weeks of receipt by the PPCA, to:

California Public Utilities Commission
Communications Division
505 Van Ness Avenue
San Francisco, CA 94102
ATTN: Sue Wong, DDTP BCO

The CPUC will process and make payment on the DDTP invoices for any undisputed invoice in accordance with CPUC contract payment procedures and the Prompt Payment Clause.

- xx. Provide external contractors, as required (e.g., EPC vendor) with the educational materials, certification and other documentation.
- 2) Communication with users and external entities
 - i. Represent the DDTP (including CRS and CTAP) services to the user communities and the public at large.
 - ii. In coordination with the CPUC, communicate with and monitor the action and policies of the Federal Communications Commission (FCC) and the Rofka Leithe Associates (or RL Assoc.), as well as any State or Federal legislation that may be relevant to CRS, Speech to Speech (STS), Captioned telephone, CTAP or other DDTP related areas.
 - iii. Monitor new or revised FCC requirements, other relevant federal and state requirements or relevant technology developments; provide updates to CPUC and appropriate advisory committees.
 - iv. Attend and participate in advisory committee meetings including but not limited to providing:
 - a) updates for CRS, equipment issues and marketing efforts,
 - b) updates for service center, field advisor activities and outreach activities pertinent to the committees
 - c) information regarding latest trends in customer satisfaction based on information gathered (i.e., from the EPC vendor database)
 - v. Attend approved FCC and RLSA meetings and hearings, and other public forums or events pertinent to DDTP (including CRS and CTAP) as approved by the CPUC. Prepare a summary report to be included with monthly report to the CPUC.

- 3) Preparation and submission of periodic reports regarding DDTP - related statistical data as reported by the vendors to CPUC and advisory committees as requested by the CPUC.

d. California Relay Service

- 1) Be familiar with major federal and state legislation and regulatory framework involving the DDTP. Review relevant federal and state legislative and regulatory changes; make recommendations to the CPUC concerning the impact of the legislation on CRS and DDTP.
- 2) Manage consumer and quality assurance issues
 - i. Investigate issues and questions referred by the CPUC, advisory committees or the public in coordination with the CPUC and other contractor, etc.
 - ii. Arrange and evaluate test calls and evaluate new technologies including pilot programs provided that those activities are already included in the Scope of Work or otherwise directed by the CPUC.
 - iii. Respond to customer complaints.
 - iv. Work with the CPUC on developing a program to test and monitor CRS calls. This may include working with a CRS call monitoring consultant as directed by the CPUC.
 - v. Work with advisory board members, consumers, CPUC staff and others on quality of service including testing and monitoring sample calls, consumer complaints, investigate issues of concern surrounding CRS and other areas as requested by the CPUC.
- 3) Provide analysis, make recommendations and undertake relay-related projects/pilots/etc. involving emerging, innovative or existing technologies including Captioned Telephone (Cap Tel), wireless applications, and other issues as the technologies pertain to CRS or other DDTP-related matters as requested by the CPUC.
- 4) Work with CPUC or others as directed on CRS or other related technical, operational or contractual matters.

e. Equipment Program

- 1) Equipment Purchases for the Program
 - i. Manage equipment program including captioned telephone service, TTY, TPIC and other existing and emerging technologies that may be added to the equipment portion of DDTP.

- ii. Manage any ongoing or new field trials, including wireless program, as requested by the CPUC. Provide administration/operational oversight of DDTP equipment contracts. This includes: distribution of equipment to consumers; providing monthly consumer user statistics; collect consumer feedback and report feedback to the CPUC; equipment vendor, and Committee members; represent services associated with the equipment to consumers; and assist the CPUC in identifying any problems associated with the implementation of the equipment's permanent service.
- iii. All Purchase Orders will be issued by the CPUC. Maintain purchase orders and change orders for equipment, accessories and services which shall be procured by the CPUC.
 - a) Maintain a database to track inventory currently used/added/or deleted from the program issuing a monthly report summarizing data (also including, but is not limited to test trial equipment and pilot equipment & services) The data is to be collected using software such as Microsoft Access, or other CPUC approved software.
 - b) Prepare requests for additional equipment based on inventory levels, inform the CPUC which goods have been received in the distribution center, and the resolution of any vendor disputes.
 - c) Provide lists of equipment expenditures to CPUC, by establishing and maintaining records of invoices using a Microsoft Access database by fiscal year. Track equipment purchases (invoices) by categories of equipment
 - d) Review and analyze all vendor invoices including electronic tracking of contract balances, review vendor reports, report any disputes or non-compliance to the CPUC, meet with equipment vendors or others as necessary to resolve equipment problems and/or consumer issues,
 - e) Hire, train and oversee staff assigned to the equipment program to track equipment inventory, to ensure successful delivery and training of users of the equipment in their homes or at locations where the equipment is available for consumer pick-up, and to provide minor clean-up/repairs to delivered equipment
 - f) Retain a management level employee who is highly knowledgeable in the various types of specialized telecommunications equipment, developing new technologies, tracking inventory, overseeing pilot projects, and supervising/training staff.
 - g) Manage all aspects of the TTY program (including the TTY Placement Program aka TPIC) if requested by the CPUC.
 - h) Provide proof of receipt of goods (e.g., packing slips) by distribution

center to CPUC.

- i) Prepare requests for purchase of equipment and disposition of used/returned equipment for issuance by the CPUC.
- 2) Manage equipment program staff, which includes hiring, training and supervision. Provide external staff (field advisors) with the educational, certification, and other information and equipment testing skills to successfully deliver and train users of the equipment.
- 3) Update methods and procedures to reflect regulatory and/or environmental changes.
- 4) Provide quality assurance
 - i. Arrange equipment and accessory testing.
 - ii. Coordinate shipping of equipment and accessories for testing.
 - iii. Arrange for and oversee the testing of equipment on a random basis.
 - iv. Track the latest technology developments.
- 5) Manage DDTP Equipment Processing Center (EPC) Contract
 - i. Maintain and monitor the complete operations of the centralized EPC to ensure that the SOW, under the above referenced Contract, is performed according to the terms and conditions of the contract(s) issued by the CPUC for the EPC. The EPC portion of the SOW includes, but is not limited to, receiving, examination, inspection, storage, shipping, inventory control, data inventory system, and disposition of equipment and accessories. Disposition of surplus equipment must be under the guidance of the Administrative Services Division of the CPUC.
 - ii. Contractor will provide a Product Training Specialist to work with the EPC trainer(s) and key DDTP Administrative contractor staff to ensure that the EPC and required DDTP Administrative Contractor staff are trained on all DDTP/CTAP equipment and service offerings as well as equipment-related policies so that DDTP equipment information given to consumers is consistent across all distribution channels. The Product Training Specialist shall be identified as a lead staff member, within the definitions included in this contract. Additionally, the CPUC's Project Manager shall retain the right to review the resume of the Product Training Specialist.
 - iii. Manage the contract, under the guidance of the CPUC's Project Manager, for the EPC functions.
 - a) Ensure that performance standards are met. Report monthly any problems and/or disputes and their resolution.
 - b) Ensure the vendor complies with contract requirements.

- Review and analyze monthly vendor reports
 - Bring to CPUC's attention any quality assurance program and performance guideline issues, stating contractual concern(s) and options and recommendations for addressing. Develop and update Methods and Procedures Manual and Service Level agreement (SLA) as required to ensure that a quality assurance program and performance guidelines are being met
- e) Ensure that the EPC contractor manages inventory through creation and maintenance of a database, which shall include providing daily, monthly and annual inventory counts and testing procedures to track and account for equipment and accessory inventory.
- d) Work collaboratively with the DDTP Equipment Processing Center vendor, draft and update Methods and Procedures Manual(s) and a Service Level Agreement (SLA) administrative processes and procedures for equipment distribution as requested by CPUC for its review and approval as required; oversee and monitor the complete operation of the warehouse distribution function (receiving, shipping, examination, inspection, storage, and inventory control) to ensure the intake of equipment from vendors and shipment to consumers is efficient, cost-effective, responsive to consumer needs, and fully integrated with other DDTP components.
- e) In conjunction with the DDTP Equipment Processing Center vendor and the CPUC, manage the control and distribution of warranty, salvage, scrap and/or surplus equipment and accessories, pursuant to CPUC and State requirement.
- f) Work collaboratively with CPUC and DDTP Equipment Processing Center to review the effectiveness of the three-part distribution, call center and database linking these functions to ensure these systems operate in a seamless efficient manner; integrate with the PPCA, service centers and field advisor equipment responsibilities, to achieve program goals and respond to consumer needs.
- g) PPCA should work collaboratively with the EPC vendor to ensure guidelines are in place for cost-effective troubleshooting of equipment and equipment testing.
- 6) Activities to manage Special Projects include but are not limited to:
Manage Special Projects including but not limited to equipment test trials, pilot projects, equipment/accessory research projects or other specialized projects designed to provide the CPUC and committees with information on alternate equipment, accessory, distribution methods, policies, procedures, and/or other CPUC DDTP-related priority areas as directed in writing by the CPUC.

- i. Develop trial or pilot program design or business case, program implementation, and process documents.
- ii. Serve as the program's point of contact with trial or pilot vendors and contractors, as assigned by the CPUC.
- iii. Develop and distribute customer outreach and education materials, including trial or pilot application forms.
- iv. Recruit trial or pilot participants.
- v. Implement trial or pilot procedures throughout the program, including with the DDTP call center, distribution center and service centers.
- vi. Document trial or pilot program progress, problems and learnings. Research and analyze proposed solutions to problems.
- vii. Develop and distribute participant surveys; compile results.
- viii. Present survey results and findings to the CPUC and to DDTP committees.
- ix. Adjust approved trial or pilot procedures as necessary based on results and learnings.
- x. Develop recommendations for transitioning from a trial or pilot to a permanent service or expanded field trial, based on trial results, input from DDTP committee recommendations and direction of the CPUC.
- xi. All bullet points in this section regarding Special Projects relate to pilots not yet envisioned at the time of this RFP 14PS4011 DDTP PPCA. All tasks related to current pilots (including iPhone, Odin mobile phone, HearAll Bluetooth cellular phone amplifier, Quattro Bluetooth Neck Loop and standalone accessible answering machine) known at the time of this RFP 14PS4011 DDTP PPCA will not be considered Special Projects Hours but included in the monthly administrative fee. Substitute pilot(s) for the five pilots named above will also be included in the monthly administrative fee. Special project dollars may be used for any pilot not yet envisioned at the time of this RFP if Contractor finds (and CPUC agrees) that these duties take more than 50% of one person's monthly hours.
- xii. Special project dollars may be used for Speech Generating Devices (SGD) if Contractor finds (and CPUC agrees) that these duties take more than 50% of one person's monthly hours.
- xiii. Provide other analytical support in CPUC DDTP-related priority areas.

f. Service Centers and Field Operations

- 1) Manage customer advisor staff, which includes hiring, training and supervision.
- 2) Update and publish hiring, training and supervision methods that reflect regulatory and environmental changes.
- 3) Provide direct service delivery of DDTP products and services at existing and future service centers.
 - i. Provide information, education and/or training at centers regarding DDTP products and services.
 - ii. Process certification information.
 - iii. Assess customer needs according to specific disability.
 - iv. Provide equipment inventory including shipment deliveries and returns on a daily, weekly and monthly basis for each piece of equipment required by Field Advisors to serve their clients.
 - v. Perform minor and non-invasive equipment clean-up and testing.
- 4) Manage field advisor staff, which includes hiring, training and supervision including adherence to established performance standards of goal attainment as specified in the Attachment G of this Contract.
- 5) Establish and maintain customer accounts which are serviced by the Contractor's Field Advisors and staff at service centers throughout the State, including equipment provided and returned with reason for return, complaints and resolution of complaint, certification documents, etc. The records shall be maintained in a manner compatible with records of customer accounts under the DDTP Equipment Processing Center RFP/Contract.
- 6) Provide direct service delivery of DDTP products and services through site visits.
 - i. Provide information, education and/or training at customer locations regarding DDTP equipment and services, including any necessary installation of equipment; track on customer database (EPC vendor customer database).
 - ii. Provide all aspects of equipment inventory including shipment deliveries and returns on a daily, weekly and monthly basis.
 - iii. Schedule appointments for customer site visits pursuant to established goals and guidelines.

- 7) In conjunction with CPUC and the landlord, ensure facilities are properly maintained; plan for new service centers if required and justified to meet consumer need.
 - i. Includes voice and data line cabling and general office design.
 - ii. Provide ongoing lease management.
- 8) Prepare and submit monthly, in arrears, invoices to the CPUC for payment that include all supporting reportable documentation. Establish and maintain records of invoices for all field staff including hourly wages, hours of work, travel-related and other reimbursable expenses. All personnel data shall be maintained in a database and submitted as one invoice monthly.
- 9) Require landlords to prepare and submit monthly lease payment invoices using the format established in the vendors lease agreement.
- g. Marketing/Outreach at the direction of the CPUC and in consultation with Deaf and Disabled Telecommunications Program Marketing Contractor (Marketing Services Provider).
 - 1) Manage the program's current and future overall marketing and consumer education plans. Management includes, but is not limited to: in conjunction with the CPUC and the contracted DDTP Marketing Service Provider, or others as required, develop and implement marketing campaigns to serve the Deaf and disabled community including the underserved, hard-to-reach, and those with special needs.
 - 2) Provide information about the DDTP programs, services, and equipment to the Deaf, hard of hearing, vision impaired, mobility and speech-impaired, cognitively-impaired, deaf-blind, senior citizens, and others using various media channels, program and outreach events, mass mailings, attendance at conventions and other public forums.
 - 3) DDTP Annual Report: work collaboratively with the CPUC and DDTP Marketing Service contractor or others as required to develop the legislatively required DDTP Annual Report.
 - 4) Manage DDTP Marketing Service Provider including review and analysis of materials under development.
 - 5) Provide monthly reports to the CPUC on program marketing efforts.
 - 6) Work collaboratively with the DDTP Marketing Service contractor, at the direction of the CPUC, to conduct periodic studies to quantify the marketing efforts to ensure that the target populations are being reached and enrollment is

increasing in proportion to dollars expended as part of the Marketing Service Provider and PPCA performance standards,

- 7) Hire, train and supervise staff devoted to the marketing/outreach components of the program. This should include, but not limited to various DDTP websites.
- 8) Work collaboratively with the Marketing Service Provider, at the direction of the CPUC, to resolve consumer issues surrounding marketing efforts to ensure sensitivity to the community's special needs by maintaining an electronic log of the issues and their resolution, reviewing and analyzing consumer related federal and state legislation so that marketing and outreach complies with the latest changes in the regulatory environment, and other outreach/marketing activities and their results.
- 9) Responsible for the gathering and dissemination of data from the DDTP Equipment Processing Center and DDTP Marketing Service Providers to enable these vendors to prepare the reports, as required by the CPUC, under the terms of their respective contracts.
- 10) Manage the outreach program for booths and presentations
 - i. Manage state-wide outreach program including:
 - a) Provide information about the DDTP programs, services and equipment to all appropriate audiences, which include but are not limited to, the Deaf, hearing-impaired, vision-impaired, mobility-impaired, cognitively impaired, speech-disabled, deaf-blind, senior citizens, and ethnic groups.
 - b) Coordinate and provide multiple outreach efforts weekly, which include but are not limited to, group presentations, exhibits/convention booths, and mass mailings.
 - c) In coordination with the CPUC and the Marketing Service Provider (as appropriate), establish and maintain media contacts.
 - d) In coordination with the CPUC and the Marketing Service Provider (as appropriate), prepare materials, articles, and summaries for submission to various media publications. Copies of such materials, articles and summaries are to be provided to the CPUC.
 - e) Prepare mailings to individuals.
 - f) Conduct office visits to consumers and service providers.
 - g) Manage PPCA outreach staff, which includes hiring, training, and supervision.

- h) Coordinate marketing and outreach with other CPUC public programs, as requested.
 - ii. Implement current and future consumer satisfaction tracking methodologies including the use of survey instruments approved by the CPUC. Analyze responses and prepare reports on findings, as required.
 - iii. Maintain accurate records of outreach activity including staffing hours, targets/goals attained, and expenses incurred.
 - iv. Prepare and submit monthly reports to CPUC and advisory committees detailing outreach efforts.
 - v. Attend and participate in relevant committee meetings to provide committee members, and others in attendance, the latest information on DDTP outreach activities pertinent to the committees.
- h. Customer Contact
- 1) Work with CPUC on development and implementation of methods to measure customer satisfaction.
 - 2) Answer and respond to calls on the DDTP 800 number or inquiries via email.
 - i. Answer requests for general information.
 - ii. Answer requests for information on services and equipment.
 - iii. Investigate and respond to complaints regarding services and equipment.
 - iv. Answer referrals from carriers regarding customer complaints.
 - v. Answer requests for services and/or equipment.
 - vi. Answer requests for outreach presentations.
 - vii. Answer requests for information materials.
 - 3) Maintain data gathered on the number and nature of calls to the DDTP 800 number or inquiries via email or other channels.
 - 4) Identify and track methods of resolution for consumer satisfaction including successes and failures.
 - 5) Collect and maintain information on services and resources available outside of the DDTP.
 - 6) Store internal information in a database for future consumer referrals.
 - 7) Work with CPUC and other vendors to prepare and submit monthly statistical call center and consumer affairs reports.

i. Manage Revolving Fund;

To ensure prompt payment of all bills for goods and services and invoices pursuant to the list of Revolving Fund Expenditures set forth in Attachment II, the PPCA shall do the following:

- 1) Set up a separate database and establish a checking account to procure goods and services, pay and track all receipt of funds, expenditures, and payments associated with the Revolving Fund; the CPUC will fund the account, which will remain whole by the CPUC through reimbursement.
- 2) All payments to vendors must be made pursuant to the Prompt Payment Clause and the provisions of this Contract. Any late fees and/or services charges shall be assumed by the PPCA and will be deducted from the monthly payments to the Contractor for labor when such fees/charges are paid by the Contractor, under the Revolving Fund.
- 3) Contractor shall record the date of receipt of all goods and services authorized for payment. The date of receipt, by Contractor, of all invoices subject to payment through the Revolving Fund shall appear on each invoice.
- 4) Payment of invoices through the Revolving Fund shall be made by the Contractor within 15 days of receipt of the invoice unless Contractor disputes the invoice, in which case, payment shall be made within 15 days of resolution of such dispute. Adjustments made to invoice payments by the Contractor shall not be considered errors subject to the \$100 deduction as specified in Item 3 of Attachment G of this contract.
- 5) Submit a report to the CPUC monthly of all activities associated with the Revolving Fund.
- 6) Maintain documents and a database to allow the CPUC to audit the revolving fund as necessary, pursuant to PUC Section 274.
- 7) Directly procure, according to State procurement guidelines, all goods and services and other program components as directed and authorized by the CPUC such as: 1) travel and committee-related expenses by the Contractor, Contractor's sub-contractors or staff while conducting DDTF business as defined in the SOW for committee meetings and conferences, conventions, meetings and exhibits when the CPUC requires Contractor to send staff to these events; 2) payment for outreach events including booths & exhibits and satellite service centers; 3) courier services and transit expenses for shipment of monthly Committee and agency packages and program-related notices to consumers; 4) Directory/Yellow Page advertising costs and consumer education expenses; 5)

shipping or receiving consumer telecommunications equipment to and from DDTP Equipment Processing Center; and 6) accommodations for PPCA staff. A complete list of these expense categories will be found in Attachment H.

- 8) In order to ensure timely payment by the PPCA for the authorized purchases, a separate checking account must be established and used—Revolving Funds may not be co-mingled with other contract funds (see Revolving Fund section in Attachment B). NOTE: This fund will be subject to audit by the CPUC pursuant to P.U. Code Section 274.
- 9) Create and maintain a list for all expenditures and reimbursements associated with the Revolving Fund; these items must be separately invoiced by the PPCA and include all required receipts and other documentation plus a separate monthly report. The list should utilize the data collected using software such as Microsoft Access, or other CPUC approved software.
- 10) The Revolving Fund will include an advancement of funds, as authorized by P.U. Code Section 2831.4 (c), in an amount not to exceed 25% of the Revolving Fund annual total. The amount of the advance will not be interchangeable with monies encumbered for the provision of Administrative Services. The estimated expenditures for travel and committee expenses is \$16,500 per year; for outreach expenses and satellite service centers is \$250,000 per year; for courier services and transit expenses is \$5,000 per year; for directory advertising and consumer education expenses is \$225,000 per year; for the equipment distribution portion is \$880,000 per year; for accommodation of PPCA staff is \$10,000 per year. The Cost Sheet (Attachment 9 of the RFP) contains dollar figures (for the initial three year term of the contract) to be included in the bid cost.
- 11) The category of Distribution Center Shipping Expense is Mandatory/Optional. If the CPUC chooses not to use the PPCA for this function, no monies set aside in this category will be used.
- 12) The PPCA shall establish a separate checking account for the sole purpose of paying DDTP invoices listed under the "Special Category of Goods and Services" as listed in the Revolving Fund. The CPUC will issue a separate check to fund the Revolving Fund, which will remain whole through a reimbursement process.
- 13) The CPUC, on behalf of the State, will advance the funds to the PPCA who will charge the items against the Fund following the same invoicing procedure as established in the Attachment B, PPCA Budget Detail and Payment Provision.

The Fund will be reimbursed by the CPUC, weekly in arrears, as payments are made for the listed goods and services by the PPCA.

- 14) All non-disputed invoices, as defined by the Prompt Payment Clause, commencing with Section 927 of the Government Code Chapter shall be paid per the terms of the invoice but not more than 15 days after receipt by the PPCA; the payment shall be recorded on the invoice paid.
- 15) The PPCA shall create and maintain a method to track each category of goods/services so when a request to the PPCA is made by the CPUC, the PPCA can provide the CPUC a current balance for each category of permitted expenditures, as well as, the total remaining balance of the Revolving Fund. The data is to be collected using software such as Microsoft Access, or other CPUC approved software.
- 16) Interest earned, if any, will be for the sole benefit of the CPUC but may be used by the PPCA for goods and services delivered under this Agreement. Account fees shall be charged against any interest earned.
- 17) No Administrative Fee shall be paid to the PPCA for performing these tasks. However, the PPCA shall still be required to ensure that the vendor payments are in conformance with the Prompt Payment Act, commencing with California Government Code Section 927. Late fees shall be the sole responsibility of the PPCA and will not be reimbursed from the Revolving Fund. The Contractor's cost to administer the Revolving Fund should be included as part of the Contractor's hourly rate of services.
- 18) The CPUC shall issue two checks to the PPCA—one for reimbursement for the Revolving Fund invoices and one for the PPCA's normal monthly invoice for services based upon the PPCA's bid price monthly in arrears (See Attachment B, PPCA Budget Detail and Payment Provisions for labor and other expenses.
- 19) All records created by the PPCA, with regards to the Revolving Fund will be subject to periodic audit by the CPUC or its designee.
- 20) Interaction with the California Office of State Publishing (OSP) – Mandatory/Optional
The Revolving Fund may be used for printing of materials such as postcards for new service center openings, surveys, etc. When Bidder submits its cost proposal for the Revolving Fund categories, please assume that the PPCA will need to work with the CPUC and OSP on these, except in cases where a waiver is granted by OSP. Printing has been mainly paid for out of the category of Directory Advertising and Consumer Education Expense. Bidders will be assuming the annual cost of \$225,000 for the category of Directory Advertising and Consumer Education Expense.

Based upon the Management Memo MM07-06 (http://www.documents.dgs.ca.gov/osp/sam/memos/MM07_06.pdf) from the State Administrative Manual (SAM), all printing activity associated with this RFP may be subject to review by the Office of State Publishing (OSP). Accordingly, the PPCA may be required to coordinate with the CPUC and OSP for the printing of various DDTP-related materials.

OSP has the first right of refusal for any printing jobs. It will determine whether or not to accept a printing request upon review of the following print specifications, or whether a waiver is warranted:

- Description/Title (e.g., poster, brochure, postcard, etc.)
- Number of pages in book or publication.
- Overall size when opened and finished size when closed.
- Quantity.
- Type of ink (i.e., black ink or in color). If in color, the number of colors?
- Paper type (e.g., card stock, plain white paper 20# bond, glass coated heavy paper, etc.).
- File ready date and delivery date, if known.
- Any other information related to the print job.

If OSP accepts a print job, the typical turn-around time is up to 20 business days, excluding California state holidays.

j. Other Administrative Responsibilities:

- 1) The Contractor shall meet with the Director of the Communications Division and/or his/her designee as requested, as well as perform additional tasks requested by a Letter of Instruction where such additional tasks fall within the broad SOW.
- 2) Working with the CPUC, the PPCA shall provide an outline and then prepare an Annual Report. PPCA shall capture the highlights of each set of tasks undertaken and their outcomes in each category listed in the SOW, including relevant data to date, recommendations for program enhancement, vendor performance and individual contract balances; and projections under each category through June 30. The reports must be submitted prior to September 30, 2017.
- 3) Conduct an inventory audit, in conjunction with the DDTP Equipment Processing.

Center Contractor and the CPUC, of all DDTP equipment; include items distributed, returned, and total of all shipping related costs.

11. Performance Measurements:

During the Transition Period, and no later than July 1, 2016, the PPCA shall implement CPUC developed Performance Standards set forth in Attachment G of this Agreement. Performance Standards will apply to the Contractor's management and staff to measure such diverse items as customer satisfaction; appropriateness of equipment ordered for delivery; reaching targeted groups of the underserved and the hard to reach through marketing and outreach efforts; management of CPUC contracts for the DDTP including tracking invoices, proper and complete voucher preparation, prompt payment of contract invoices, ensuring adequate funds/balances and vendor performance; handling of "Revolving Fund" purchases, expenditures, and reimbursements; and adherence to the Contractor's own fiscal/budgetary requirements pursuant to Exhibit B, PPCA Budget Detail and Payment Provision Section of this Agreement.

The CPUC may request that the Contractor revise these Performance Standards, and the methodology developed originally by the CPUC. Measurement of customer satisfaction may include a customer survey satisfaction card, or other established means of measurement, to rate the customer satisfaction level of the performance of CRS, the equipment program, and success of the field visits, outreach and marketing efforts. The CPUC may then use the data gathered from the cards, or other data gathering methods, in conjunction with ongoing evaluations of the contractor's performance regarding managing the various CPUC issued contracts (invoicing, report generation, vendor performance, etc.); the Contractor's own management of its contract budget; prompt payment of Revolving Fund items; responsiveness to CPUC generated requests, etc. to establish whether the PPCA is meeting the Performance criteria set forth in Attachment G of this Agreement.

If the Contractor fails to perform in accordance with the Performance Standards set forth in Attachment G, the 10 percent (10%) withheld as Retention, under Progress Payments, shall not be returned to the vendor at the end of each contract year. The percentage of Retention returned as a payment at the expiration of the Agreement shall depend on the Contractor's success in meeting the Performance Standards including all Reporting Requirements set forth in the SOW.

Equipment and Materials. As required by the terms of this Agreement, all furnishings including workstations, computer equipment and computer systems will be funded by and provided for this program through a CPUC-approved budget and the State CPUC budget appropriation. All leased or state-owned equipment and/or property of any kind the CPUC furnishes from funds budgeted for the DDTP for the tasks outlined in the SOW, shall be the property of the State and shall be used exclusively for the performance of this contract. The Contractor shall be solely responsible for the procurement of all items necessary for the provision of services required under this Contract where such items are not specifically provided for in this Agreement. These costs are part of the Contractor's hourly rate.

12. The Contractor shall maintain and administer, in accordance with sound practice and within the budget provided for by the CPUC, a program for the utilization, care, maintenance, protection and preservation of State and CPUC property, at the CPUC's expense, for the purpose of permitting the State and CPUC property to be available and used for the performance of the contract. The Contractor shall comply with State and CPUC equipment management guidelines, which shall be provided by the Business Services Branch of the CPUC, for all DDTP equipment, including all appropriate directions and instructions that the CPUC may prescribe as reasonably necessary for the protection of State property, that are in effect as of the date of this Agreement, and which shall be provided in writing to the Contractor.

13. The Transition Period shall commence on April 1, 2016, or on whatever date thereafter that the Agreement is approved by the DGS/OLS. The full set of services set forth in SOW shall commence July 1, 2016 and continue through June 30, 2019. The period from March 1, 2019 through August 31, 2019 shall be used for transition-out tasks, including final status report on August 31, 2019 and the Contractor's final invoice. Payments for tasks required to conclude June 30, 2019 under the SOW shall be included in payments from July 1, 2018 through June 30, 2019. The CPUC may exercise an option to extend the Agreement through August 31, 2020 and August 31, 2021. These extensions and additional funding to extend the Agreement shall be by an Amendment to this Agreement and must be approved by DGS/OLS

14. Conflict of Interest: Please also see Conflict of Interest in Exhibit E 15

The Contractor certifies that during the term of this Agreement, the Contractor and its directors, officers, and employees who exercise any management or contract-oversight responsibilities do not have and shall avoid any activity, agreement, business investment, or interest that leads to an actual conflict of interest with PPCA's duty and ability to serve the CPUC pursuant to this Agreement.

During the term of this Agreement, no director, officer, or employee of the Contractor, who exercises any management or contract-oversight responsibilities in connection with this Agreement, shall have any personal financial interest or benefit in, or receive any personal financial interest from, any person or entity with whom the CPUC or the PPCA enters into contracts in connection with the services to be provided by the Contractor under this Agreement. This prohibition does not include wages, salaries, knowledge and skills, and personnel benefits obtained by this Agreement, nor does it prohibit investments made in Permitted Securities as defined below. During the term of this Agreement, no director, officer or employee of the Contractor may accept any gifts or other things of a cumulative value of over \$100 from a single source within a 12-month period from any contractor to the CPUC (other than the PPCA) related to the provision of goods, material, equipment or services to the

DDTP. The Contractor shall establish policies and safeguards to ensure compliance with this section.

During the term of this Agreement, the Contractor warrants that neither it, nor any of its subcontractors who will perform work under the Agreement, or directors or management of the Contractor, are currently employed by, represent the interests of, or contract with any contractors to the CPUC related to the provision of the DDTP nor does it have active proposals to enter into contracts before any of these entities. The vendor that is awarded the contract for the PPCA will be ineligible to receive a contract award for the DDTP Equipment Processing Center, the Marketing Service Provider, and any other new contract related to the provision of goods and service for the DDTP (except for captioning services). The Contractor also warrants that during the term of this Agreement, no director or officer of the Contractor is also an owner, officer or board member of any contractor (or affiliate or subsidiary of any

contractor) to the CPUC who provides goods, material, equipment or services to the DDTP. For purposes of this Agreement, the terms "subsidiary" or "otherwise related business entity" shall have the meaning defined "2 California Code of Regulation 18700.2." As used in this Agreement, the term "management" of the PPCA means the following positions: Owner/Principal, Chief Executive Officer; All Directors and All Department Managers.

During the term of this Agreement, the Contractor shall not be employed by nor represent the economic interests of any individual member, or that member's representative, on the Telecommunications Access for Deaf and Disabled Administrative Committee ("TADDAC") or Equipment Program Advisory Committee ("EPAC").

The Contractor warrants that during the term of this Agreement, none of its officers, board members, or management shall have any economic interest in other entities that contract with the CPUC for the provision of goods, material, equipment or services to the DDTP including the receipt of income from or the ownership of stocks or bonds other than Permitted Securities. For purposes of this Agreement, "Permitted Securities" means diversified mutual funds registered with the Securities and Exchange Commission (SEC) under the Investment Company Act of 1940.

If the Contractor breaches a provision of the Conflict of Interest Section of this Agreement, the CPUC shall notify the Contractor of the breach. Once a conflict of interest has been so identified, the Contractor will have five days to eliminate the conflict. If the Contractor does not eliminate the conflict within 30 days, the CPUC may, with five days written notice to the Contractor, terminate this Agreement. The CPUC may also terminate this Agreement for other reasons as specified in the Agreement (which will include for Breach of any of the Conflict of Interest Provisions contained in the Contract).

15. CPUC and PPA Representatives

California Public Utilities Commission (CPUC)	California Communications Access Foundation (CCAF)
Sue Wong	Barry Saudan, President/CEO
505 Van Ness Avenue	1331 Broadway, Suite 600
San Francisco, CA 94102	Oakland, CA 94612
Phone: 415-703-2308	Phone: 510-268-1734

All communication between the Contractor and the CPUC during the term of this Agreement will be directed to the individual named above or designee, at the locations indicated. The Project Manager appointed by the CPUC shall be the person authorized to act and make decisions on behalf of the CPUC with respect to this contract. Within thirty days after execution of this Agreement, the parties shall designate in writing to each other a contact person for day-to-day contract management communications and decision making.