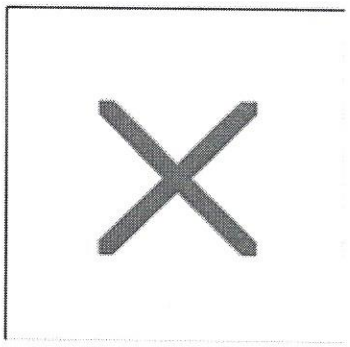
STATE OF GEORGIA

PUBLIC SERVICE COMMISSION



REQUEST FOR PROPOSAL FOR

TELECOMMUNICATIONS HEARING AID DISTRIBUTION PROGRAM PROVIDER FOR THE STATE OF GEORGIA

PROPOSALS OPENED: 4:00 P.M. September 1, 2020

INSTRUCTIONS

All spaces below and in the attached Proposal Signature and Certification form are to be filled in with signatures supplied where indicated. Failure to sign Proposal may cause rejection of your proposal.

PROPOSAL OF:

Company Name:

Contact Name:

Address:

Telephone: Fax:

Email:

SUBMIT PROPOSAL TO:

Tonika Starks
Utilities Regulatory Specialist, Utilities Division
PUBLIC SERVICE COMMISSION
244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

PROPOSAL MAILED

CARRIER USED:_____

NOTE: **PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL CAUSE REJECTION OF YOUR PROPOSAL.**

State of Georgia

Public Service Commission

PROPOSAL

We propose to furnish and deliver any and all of the services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Public Service Commission, State of Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State of Georgia.

It is understood and agreed that we have read the State's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree if awarded a contract, to deliver services, which meet or exceed the specifications.

.

_____ _____

Authorized Signature Date

_____

Print/Type Company Name

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder must sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify I am authorized to sign this proposal for the proposer. I, further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. has not been violated and will not be violated in any respect.

_____ _____

Authorized Signature Date

_____ _____

Print/Type Name Print/Type Company Name

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1.0 GENERAL

1.1 Introduction

Pursuant to the provisions of O.C.G.A. § 46-5-30, the Public Service Commission ("Commission" or "PSC") is requesting proposals for the Hearing Aid Distribution Program provider for the State of Georgia. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to this request shall be made in accordance with the provisions of these instructions.

The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal ("RFP"). Subsequent to the opening of the sealed proposals, discussions may be conducted by the PSC with responsible offerors who submit proposals for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All such discussions shall be conducted by email with the PSC Issuing Officer named below:

Tonika Starks
Utilities Regulatory Specialist, Utilities Division
Georgia Public Service Commission
tstarks@psc.ga.gov

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the requirements and evaluation criteria set forth in this RFP. No other requirements or criteria shall be used in the evaluation. The PSC reserves the right to reject any and all proposals submitted in response to this request.

1.2 Background

This RFP seeks proposals to the Commission to administer and operate a statewide Hearing Aid Distribution Program. The RFP is issued pursuant to O.C.G.A. § 46-5-30.

1.3 Procurement Timetable

The following timetable will apply to this RFP, unless otherwise ordered by the Commission:

RFP Issued Electronically.....September 1, 2020

Submission of written questions.....September 15, 2020 (Sect. 1.14)

Proposals Due.....October 1, 2020 by 4:00 P.M.

Optional Oral Presentations by Offerors..... .....October 8, 2020

Proposal Award .....October 20, 2020

TRS Provider Commence Operations.....12:01A.M., March 1, 2021

Proposals will be received at the date and time set forth above in the following location:

Executive Secretary's Office
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701

1.4 Restrictions on Communications with Commission Staff

Offerors shall acknowledge that, beginning with the issue date of the RFP and until a provider is selected and announced, offerors are not allowed to communicate with any Commission staff member concerning the RFP except through the PSC Issuing Officer.

1.5 RFP Amendments

The Commission reserves the right to amend the RFP prior to the deadline for proposal submission, October 1, 2020. Amendments will be sent to all offerors who originally received a copy of the RFP. If an amendment will impact the timeline contained in Section 1.3 of the RFP, all offerors will be promptly provided information concerning any timeline revisions.

1.6 Proposal Withdrawal

The offeror shall acknowledge that this proposal is not subject to withdrawal except that, prior to the proposal due date, a submitted proposal may be withdrawn by the offeror submitting a written request to the PSC Issuing Officer. Any such request must be signed by a person authorized to sign for the offeror.

1.7 Cost for Preparing Proposals

The cost for developing any proposal is the sole responsibility of the offeror and the State will not provide reimbursement for such costs.

1.8 Contract Term

The contract will be a two-party contract between the Hearing Aid Distribution Program service provider ("Service Provider") and the Commission. The contract term shall commence on March 1, 2021, and shall terminate thirty-six months from that date, on February 29, 2024, except that the Commission shall have the option to renew the contract for one additional twenty-four-month period subject to the agreement of the Commission and the offeror. Any contract renewal for this additional period must be executed prior to February 29, 2024.

1.9 Contract

The Contract, which the PSC intends to use with the successful offeror, is attached as Attachment A to this RFP. Prospective offerors are urged to carefully read this Contract prior to making their offers. The Contract and any exceptions to the provisions of the Contract must be submitted with the offeror's proposal. The PSC reserves the right to negotiate with the successful offeror other additions to, deletions from and/or changes in the language in the contract, provided that no such addition, deletion or change in the contract language would affect the evaluation criteria set forth herein, or give the successful offeror a competitive advantage.

The offeror shall confirm acceptance of the provisions of this sample contract or, in the alternative, shall state explicitly which provisions are not acceptable and propose alternative wording or any additional wording or any additional provisions that the offeror believes to be necessary. Any exception to the Contract must be clearly identified, accompany the offeror's proposal, and be attached to the Contract. Offerors are cautioned that any exception submitted that would give the offeror a competitive advantage over another offeror or that would result in a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to the award, the apparent winning offeror will be required to enter into discussions with the PSC to resolve any contractual differences before an award is made. These matters are to be resolved within one (1) week of notification; if not, this could lead to rejection of the offeror's proposal. No exception to the contract will be deemed to have been accepted by the PSC unless the exception language is incorporated by reference into the final executed contract.

1.10 Format for Responses

Proposals should correspond with and satisfy the requirements set forth in this RFP. The offeror must submit eight (8) copies of its final proposal to the Commission.

Proposals should indicate whether or not there are any deviations from the specified requirements.

1.11 Additional Information

An offeror that submits a proposal that meets the requirements set forth in this RFP may be requested to provide additional information in writing or to meet with representatives of the Commission to discuss the specifics of the proposal in greater detail.

1.12 Confidentiality of Proposals

Any designation of information contained in the proposal as trade secret must be made in compliance with the Commission's "Trade Secret" Rule, 515-3-1-.11. In order to facilitate dissemination and review of proposals by PSC personnel assigned this matter, confidential material should be limited to the lowest practicable level.

1.13 Retention of Proposals

All material submitted in and with this proposal will become the property of the Commission and may be returned at the option of the Commission. One copy shall be retained by the Commission for official files.

1.14 Questions about the RFP

Questions regarding the requirements or technical criteria set forth in this RFP should be emailed to the PSC Issuing Officer.

2.0 INFORMATION REQUIRED FROM/PROVIDED TO THE OFFEROR

2.1 Offeror Qualifications

The Offeror should provide a detailed explanation and supporting documents for its experience in the provision of telecommunications hearing aid distribution, or other evidence of experience that it maintains is relevant to its proposal.

2.2 Proposal Guaranty

No Proposal Guaranty is required with this proposal.

2.3 Bonds

No performance bonds will be required from offerors.

2.4 Financial History

The Commission reserves the right to evaluate the financial integrity of the offeror. All offerors shall be required to submit the following items:

A. Audited Financial Statement or 10K Report for the most recent two (2) years, including at a minimum:

(1) statements of income and related earnings;
(2) cash flow statement;
(3) balance sheet; and
(4) opinion concerning financial statements from a CPA

B. Primary banking source letter of reference.

2.5 Prime Contractor Responsibilities

Offeror shall assume responsibility for delivery, installation, and maintenance of all hardware, software, and support services offered regardless of whether offeror is the manufacturer, producer, or supplier of the hardware, software, or support services.

2.6 Customer References

The offeror must provide the names of three customer references, including a specific contact name and phone number of any entity to whom or to which the provider has ever provided the bid service or a similar service. See Attachment B, Customer Reference.

2.7 Personnel

The offeror shall not, knowingly engage in employment of, on any basis, any Commission staff member involved in the preparation of the RFP or in the selection and/or award process of this contract during the period of the contract. Once an offeror has been selected and a service contract negotiated, the names of the offeror's staff members who participated in this RFP process shall be provided to the Commission to confirm that no Commission staff member was involved in the preparation of the RFP.

2.8 Disclaimer

All information contained in the RFP and its attachments, including amendments and modifications thereto, reflect the best and most accurate information available to the Commission at the time of RFP preparation. Descriptions included in service specifications are not intended to limit any offeror to specific trade names for services or equipment.

2.9 Plan for Service Start-Up

The bid must include a detailed plan for implementing the Hearing Aid Distribution Program in Georgia on March 1, 2021. If applicable, the plan should describe how the

transition from the existing Hearing Aid provider to the new contractor would be accomplished. The plan shall allow adequate time to notify and educate relay users about the change and include a timeline that sets forth critical dates for major steps in the implementation process from contract award date to start date. There will be no separate payment to the contractor for costs associated with the start-up phase. The contractor should include start-up costs when calculating the price submitted in the Price Quotation, Attachment C.

3.0 SCOPE OF SERVICES

3.1 General

The offeror is capable of meeting all of the requirements set forth in Section 3.0 of the RFP. The specific capabilities will be outlined in the following sections.

3.2 Methodology of the Service

The offeror shall purchase and distribute hearing aids and other hearing technology equipment authorized by the Commission to qualified users.

Prospective users must submit an application in which the applicant provides basic information such as name, address, and telephone number, as well as evidence that the applicant is hearing impaired with an unexpired hearing test, meets the income requirements, and is either underinsured or uninsured by an insurance provider of the program. The application shall be transmitted by fax, mail, or online. The process for the submission of applications shall be HIPAA-compliant, including but not limited to, the use of HIPAA-compliant software for the submission of online applications.

Applicants shall be considered eligible by the offeror if any of the following apply:

(a) The applicant is less than or equal to 19 years of age for pediatric patients.
(b) The applicant is greater than or equal to 20 years of age for adult patients.
(c) The applicant's household income is at or below 200% of the Federal Poverty Guideline for adult patients.
(d) The applicant's household income is at or below 400% of the Federal Poverty Guideline for pediatric patients.
(e) The applicant can provide a letter certifying that the applicant is hearing impaired from a licensed audiologist.
(f) The applicant, or if the applicant is less than 12 months old, the applicant's legal guardian(s), can provide proof of residency for Georgia for twelve consecutive months immediately prior to the submission of the application.
(g) The applicant can provide the results of an audiogram completed no more than six (6) months prior to application submission for adults and three months for children.

Applicants shall be informed by mail and email, if available, as to whether their applications have been approved. This correspondence shall be generated and sent by the

local offeror staff in Georgia. The offeror's staff shall enter, modify, and track user information, as well as to generate user reports.

3.3 Expansion of Content Access

The offeror shall also demonstrate the capability of expanding service in response to increasing demand. The offeror shall develop and illustrate in their proposals a detailed plan of how this expansion will be accomplished. The plan shall include, but not be limited to, personnel staffing and equipment capacity. The plan shall be able to meet all standards listed in this RFP.

3.4 Complaint Resolution

In response to each complaint received about the Hearing Aid Distribution Program, the offeror will record the following information:

- date of the complaint
- name and address of the complainant
- statement of facts supporting the complaint
- specific relief or satisfaction sought by the complainant
- complainant's preferred format or method of response.

The offeror shall file a notice with the PSC designating a staff member whose responsibility shall be to receive all complaints, inquiries, orders, decisions, notices, and other pronouncements forwarded by the PSC. Such designation shall include a name or department designation, business address, telephone number, facsimile number, and internet email address.

The offeror must provide a means for users to file service quality complaints, to offer suggestions, and to make general inquiries regarding the service. The offeror shall accept and respond to complaints received by regular mail, email, fax, and telephone within ten business days.

On all of its brochures and educational materials, the offeror must include a toll-free customer service telephone number, an address, fax number, email address, and the PSC's public intrastate 800-voice phone number. The offeror shall employ all reasonable means available to resolve each complaint. If a complaint cannot be resolved by the offeror, it will refer the complaint to the PSC's Point of Contact:

Tonika Starks
Utilities Regulatory Specialist, Utilities Division
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
Telephone: (404) 657-4990/ Fax (404) 656-0980
Email: tstarks@psc.state.ga.us.

3.5 Advertising/Outreach

The offeror shall conduct an appropriate outreach and advertising program for the Hearing Aid Distribution Program. The offeror shall obtain the approval of the Commission for any advertising program carried out in the State of Georgia. The cost of the advertising and outreach program must be contained in the total specified cost of the program.

The offeror shall work with the Commission in developing outreach materials and programs to ensure that these materials are consistent with program goals. All publicity materials must be reviewed by the Commission prior to distribution, and the Commission reserves the right to pre-approve any outreach material produced, and to require the offeror, at its own expense, to correct any erroneous or inaccurate outreach material produced without the Commission's approval.

The offeror shall work closely with the Commission to tailor outreach efforts in Georgia to the specific goals of the program so that resources are used efficiently and effectively.

3.6 Consumer Input

The offeror shall solicit input from users on the quality of the delivery of service, including compliments, suggestions, policy review, and complaints. Users may submit such input by telephone, mail or email in the same manner detailed above in Section 3.5 (Complaint Resolution). The offeror shall respond to all consumer input within ten days of receipt and shall forward all user input and offeror responses to the Commission monthly.

3.7 Hearing Aid Distribution Program Staffing

Please provide the staffing with title and duties you will employ to carry out the requirements listed in this RFP.

3.8 Service Demand and Capacity

The offeror, through its Hearing Aid Distribution Program shall be able to fully meet demand and address changing demands for service.

3.9 Quality of Service Standards

The offeror shall operate the Hearing Aid Distribution Program for the term of the contract without interruption and in compliance with the standards set forth in this RFP.

4.0 MANDATORY REPORTING REQUIREMENTS

All reports shall be in a narrative format. The reporting media shall be in electronic format for all reports.

4.1 Invoicing

The offeror shall provide, to the Commission, an invoice by the fifteenth calendar day following the month of service. The invoice shall include all fees and charges for the provision of Hearing Aid Distribution Program during the month covered by the invoice. The PSC may request additional documentation if deemed necessary to support the invoice.

4.2 Reports

The offeror shall submit a monthly operations report, due by the fifteenth calendar day following the month of service. The report shall include the following information:

(a) Application process expenses for the month of service.
(b) Equipment procurement costs for the month of service.
(c) Equipment distribution costs for the month of service.
(d) Statewide outreach expenses.
(e) Additional administrative costs.

4.3 Other Reporting Requirements

The offeror shall provide reports in a narrative format; the report media shall be in electronic format for each applicable report.

The offeror shall provide monthly reports, summarizing complaints received, the subject of each complaint, and a description of how each complaint was or will be resolved.

The offeror shall also submit an annual report summarizing operations for the contract year, with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, and traffic projections for future years. This annual report will be submitted within thirty calendar days of the end of each contract year.

5.0 COST SUBMISSION AND FINANCIAL ITEMS

5.1 Hearing Aid Distribution Cost

A. The offeror has quoted its lowest and final offer concerning rates for the Hearing Aid Distribution Program in the Price Quotation, Attachment C.

B. This price quotation will be used throughout the term of the contract. All costs, including but not limited to, initial start-up costs and return on investment, have been included in this quotation.

C. The bid cost shall be the sole mechanism by which the offeror will be compensated.

5.2 Civil Penalties

Failure or refusal of the Service Provider to meet its obligations under the contract with the Commission may subject the Service Provider to civil penalties under O.C.G.A. § 46-2-91.

5.3 Liability Protection

The offeror, through its Insurance, possesses adequate protection against claims of liability, with coverage of up to $1 million per occurrence. The offeror acknowledges that neither the Commission nor its employees will be liable for any claims, actions, damages, or causes of action arising out of or resulting from the establishment, participation in, or operation of the Hearing Aid Distribution Program.

5.4 Transfer to New Provider

If the Hearing Aid Distribution Program is transferred to a new provider, the offeror will make every effort to ensure that the service is transferred to the new provider so that users do not experience an interruption in service.

6.0 ADDITIONAL INFORMATION

6.1 Advisory Group

The Commission will establish an advisory group to specifically provide for consumer input to the Service Provider on the issues of training, outreach, and customer service, as specified in Section 6.1 of the RFP. The offeror will be responsive to the Advisory Group's input on the issues of outreach and service quality. The offeror will designate a representative (either the Account Manager or Outreach/Education Manager) to attend each Advisory Group meeting, and to review the results of Georgia Hearing Aid operations at each meeting and field questions concerning the information contained in these reports. The offeror shall not be compensated for participation in the Advisory Group.

6.2 Employment Practices

The offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, political affiliations, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The offeror shall post, in conspicuous places available to

employees and applicants for employment, notices setting forth the provisions of this clause.

6.3 Additional Information and Comments

All information pertinent to the offeror's proposal is included in this proposal document and any attachments referenced herein.

7.0 PROPOSAL EVALUATION

7.1 Selection Process

On October 20th, the Commission shall select a Service Provider to assume these duties, effective by March 1, 2021. The contract will be awarded in writing to the offeror whose proposal is most advantageous to the state, according to the criteria specified in the RFP.

7.2 Evaluation Criteria

The offeror shall meet, and, where applicable shall commit to meeting, all of the requirements of this RFP. The Commission shall use its judgment to select a vendor, as indicated in this RFP.

The Commission Staff shall evaluate each proposal submitted by utilizing the evaluation criteria below:

A. The rates for the purchase and distribution of hearing aids and the other hearing technology services offered.
B. Demonstrated experience and competence of the offeror in performing tasks similar to those contained in this RFP.
C. The ability of the offeror to provide hearing aid services to applicants with hearing impairments or other physical disabilities in a matter consistent with the goals of the program.

The Commission shall consider each proposal in a manner that does not disclose the contents of the proposal to a competing offeror.

7.3 Oral Presentations

If requested, the offeror will offer an oral presentation, at a convenient time and place, to the Commission Staff. The presentation will not exceed one hour in length.

The Commission Staff shall consider each proposal in a manner that does not disclose the contents of the proposal to a competing offeror.

7.4 Commission Rights Reserved

The Commission reserves the right to reject any and all proposals made pursuant to the RFP, and to request submission of a best and final offer. There is no assurance, expressed or implied, that an award will necessarily be made pursuant to this proposal, and that the RFP shall not give any right to any offeror for any indemnification claims.

7.5 Protests/Request for Reconsideration

In the event that a protest or request for reconsideration is filed with the PSC after a Service Provider is selected, the successful offeror will remain bound by the terms of this proposal during the pendency of the protest/reconsideration process. Any protest/request for reconsideration must be received by the PSC Issuing Officer no later than five (5) business days following the PSC's selection and announcement of a Service Provider.

Protests/requests must be written and include the name, signature and address of the protester/requester and reference the title and issue date of this RFP. It must also specify the action requested and contain a statement of grounds for protest/request, including appropriate supporting documentation. All protests/requests must be mailed, sent by overnight courier or hand delivered to the PSC Issuing Officer named in this RFP. Protests may not be submitted by email or fax.

8.0 PROPOSAL FORMAT

8.1 Format

The offeror's proposal should be organized in the same format as this RFP. The offeror should provide information concerning each item in the checklist.

Each page of the entire proposal should be numbered at the bottom center of each page and each page should be consecutively numbered with no repetition of page numbers in the entire proposal. For example, there should only be one page 1, one page 50, and one page 500 in the entire proposal. Page numbering should only be done in Arabic numerals with no pages numbered with other characters such as 5.7, iii, 6-a, XIX, or similar numbering systems. Attachments shall be numbered A through Z and then AA, BB and so forth. Individual attachment pages should be numbered A-1, A-2 and so forth.

In the top or bottom margin of each page, the name of the company should be identified.

To the extent possible, all pages of the proposal should be on 8½ x 11" paper. However, individual presentations, which the bidder is unable to place on an 8½ x 11" page in a readable format, may be presented on larger paper.

8.2 Transmittal Letter

Of the eight copies of the complete proposal, the transmittal letter on one should contain the original manual signature of the person submitting the proposal on behalf of the offeror. All eight copies should also contain the signer's name and title typed. The transmittal letter shall clearly identify the complete legal name of the offeror. Each person signing a proposal certifies that he/she is the person in the offeror's organization authorized to make the proposal. The signer shall provide his/her affiliation with the offeror, address, telephone and fax numbers

Attachment A

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR
HEARING AID DISTRIBUTION PROGRAM AGREEMENT

An **Agreement,** made this _____, is entered into by and between the Georgia Public Service Commission (hereinafter "Commission"), a constitutionally created body of the State of Georgia having an address at 244 Washington Street, SW, Atlanta, Georgia 30334-5701, and Contractor hereinafter ("Contractor"), a _____ corporation of the State of Georgia having an address at _____.

RECITALS

WHEREAS, the Commission has general jurisdiction over the provision of telephone and telecommunications services in the State of Georgia; and

WHEREAS, pursuant to O.C.G.A. § 46-5-30(b), the Commission is charged with establishing, implementing, administering and promoting a telecommunications equipment distribution program and contracting for the administration and operation of such program; and

WHEREAS, the General Assembly created a telephone relay service fund ("TRS Fund"), which may only be used for "the administration and operation of the relay service, the information access service, and the telecommunications equipment distribution program and for other hearing technology." O.C.G.A. § 46-5-30(c); and

WHEREAS, the Commission has determined that "other hearing technology" is deemed to include hearing aids and is responsible for establishing, implementing administering and promoting a state-wide hearing aid distribution program (hereinafter, the "Program") and contracting for the administration and operation of such program; and

WHEREAS, Contractor desires to administer this Program on behalf of the Commission, not alone for business purposes but also in a spirit of public service.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions hereinafter recited, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Contractor agrees that it will purchase and distribute hearing aids to qualifying Georgia residents who meet the following eligibility requirements, subject to the provisions of Section II.C and II.D.:

1. The applicant's household income must not exceed 200% for adult patients and 400% for pediatric patients of the federal poverty guideline;
2. The applicant, or if the applicant is less than 12 months old, the applicant's legal guardian(s), can provide proof of residency for Georgia for twelve consecutive months immediately prior to the submission of the application;
3. The applicant can provide a recommendation from a licensed audiologist that the applicant is hearing impaired and requires hearing aid equipment;
4. The applicant can provide the results of an audiogram completed no more than six (6) months prior to application submission for adult patients and three (3) months prior to application for pediatric patients; and
5. The applicant will sign an agreement providing that the applicant is responsible for any and all equipment maintenance and repair issues outside of the warranty.

B. Contractor agrees that all hearing aid providers be licensed to dispense hearing instruments in the State of Georgia and must sign an agreement covering services offered, the time period to perform such services, and reimbursement amounts.

II. METHOD OF PAYMENT TO CONTRACTOR

A. The sole source of compensation to Contractor for administering the Program under this Agreement is the surcharge imposed by O.C.G.A. § 46-5-30 and implemented by the Commission on all residential and business local exchange access lines in the state. Local exchange carriers are required to transfer all surcharge funds and any interest earned on such funds to the TRS Fund administered by the Commission.

B. If the TRS Fund is insufficient to pay Contractor for the Program or if the TRS Fund no longer exists, the Agreement shall terminate without further obligation on the part of the Commission, the state of Georgia or any of its officers, funds, agencies or instrumentalities as of that moment. The determination of the Commission as to the non-existence or insufficiency of the TRS Fund shall be conclusive.

C. <u>Adult Program</u>

(1) The Adult Program shall be capped at 1,000 patients each year for the term of the contract.

(2) Contractor shall recover from the TRS Fund an administrative fee of $____ per patient in relation to administrative costs and overhead for the Adult Program.

(3) The Commission shall reimburse the Contractor from the TRS Fund for the charges of the referring audiologist in an amount not to exceed $____ per patient.

(4) Contractor shall provide the Commission Staff with an itemized breakdown of the total hearing aid costs for each patient served for the previous month along with each invoice by the 15th calendar day of the following month.

D. Pediatric Program

(1) The Pediatric Program shall be capped at 120 patients.

(2) Contractor shall recover from the TRS Fund an administrative fee of $____ per patient to cover all administrative costs and overhead for the Pediatric Program.

(3) Expedited Shipping Costs for pediatric ear molds not to exceed $____ annually

(3) Contractor shall conduct a marketing plan during the term of this contract and shall recover from the TRS Fund a sum not to exceed $____ for the expenses related to the marketing plan.

(4) Contractor shall provide the Commission Staff with an itemized breakdown of the total hearing aid costs for each patient served for the previous month along with each invoice by the 15th calendar day of the following month. The template that shall be used for this itemized breakdown is attached as Exhibit 1 hereto.

(5) (a) Contractor shall serve only pediatric patients with household income that falls at or below 400% of the Federal Poverty Guideline ("FPG") and who do not qualify for Medicaid or PeachCare. Prior to declaring a pediatric patient eligible for this program, Contractor shall receive from patients proof of documentation of a private insurance denial letter and shall receive from the audiologist an affidavit stating the reason that the Pediatric patient qualifies as "uninsured." Contractor shall document that the pediatric patients' household income falls at or below 400% of the FPG and that the patients do not qualify for Medicaid or PeachCare. Contractor shall maintain these verification documents throughout the time period that this contract remains in effect.

(b) Contractor shall serve pediatric patients who qualify for Medicaid or PeachCare, but who have not yet been approved for either program, provided that the patients have a pending application to either program. Once an application has been rejected, it shall no longer be considered pending for purposes of this paragraph. Contractor shall serve such a

pediatric patient until the date upon which the patient receives Medicaid or PeachCare assistance, provided that Contractor shall not serve such a patient for more than three years unless the patient becomes ineligible for Medicaid or PeachCare and the patient's household income falls at or below 400% of the FPG.

E. The payments identified in paragraphs II.C and II.D are the only payments that Contractor is authorized to recover from the TRS Fund during the term of the contract and this authorization is conditioned upon its performance in compliance with this agreement.

III. INDEPENDENT CONTRACTOR

In its relationship with the Commission and for purposes of this Agreement, Contractor will be an independent contractor. Contractor will therefore be responsible for compliance with all laws, rules and regulations involving this Agreement, its employees and any subcontractors. Neither Contractor nor any of Contractor's agents, employees, subcontractors or suppliers shall become or be deemed to become agents or employees of the Commission. This agreement does not create a partnership, joint venture, agency or association between Contractor and the Commission, nor does it render the Commission liable as a partner, co-venturer, agent or principal.

IV. RETENTION OF RECORDS

Contractor shall maintain records of Program operations for a period of five (5) years, and shall permit the Commission to review and determine the results of the Program.

V. TERM AND TERMINATION

A. The Commission can terminate this Agreement for any reason in the public interest. If the Commission terminates this Agreement for a reason other than material breach, the Commission shall pay Contractor for Program operations performed prior to termination.

B. This Agreement shall commence on March 1, 2021 and shall terminate at 12:00 PM, February 28, 2024, unless the Commission renews the Agreement in writing prior to February 28, 2023 and such renewal will be legally effective to extend for two (2) years the terms and conditions of this Agreement, until the expiration of the renewal period.

VI. MISCELLANEOUS

A. This Agreement constitutes the entire agreement between the Commission and Contractor (hereinafter "the Parties"), and amendments thereto must be in writing and signed by the Parties hereto.

B. Contractor acknowledges that the Commission is a public entity with powers and responsibilities in service of the State of Georgia. This Agreement shall not be construed to impair the Commission's public functions and powers.

C. This Agreement shall be deemed to have been executed in Fulton County, Georgia and shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. The Commission may lay venue for any action hereunder in Fulton County, Georgia and may insist that any action brought respecting the subject matter hereof shall be brought in Fulton County, Georgia.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed as of the day and year first above mention.

GEORGIA PUBLIC SERVICE COMMISSION

BY:_____

CHUCK EATON
Chairman

CONTRACTOR

BY:_____

_____
Name and Title

Attachment B

Customer Reference
Section 2.6

Customer Reference #1

1. Name of Customer:

2. Contact name, title, organization (if applicable), and Telephone Number of Customer

3. Inclusive Dates Service was provided to Customer:

Customer Reference #2

1. Name of Customer:

2. Contact name, title, organization (if applicable), and Telephone Number of Customer

3. Inclusive Dates Service was provided to Customer:

Customer Reference #3

1. Name of Customer:

2. Contact name, title, organization (if applicable), and Telephone Number of Customer

3. Inclusive Dates Service was provided to Customer:

Attachment C

Price Quotation
Sections 2.9 and 5.1