



AFFORDABLE CONNECTIVITY PROGRAM POLICIES AND PROCEDURES

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Definitions

Affordable Connectivity Benefit: A monthly discount for an eligible household, applied to the actual amount charged to such household, in an amount equal to such amount charged, but not more than \$30, or, if an internet service offering is provided to an eligible household on Tribal land, not more than \$75.

Affordable Connectivity Claims System: The online filing system that service providers use to receive reimbursement of the Affordable Connectivity Benefit.

Benefit Qualifying Person (BQP): A person in an eligible household that has been verified and approved to receive the Affordable Connectivity Benefit.

Customer Service Representative (CSR): A person employed with the company that assists customers with complaints, applications, enrollment, or any other tasks dealing with the Affordable Connectivity Benefit.

Eligible household: A household that meets at least one of the following criteria, regardless of whether the household receives Lifeline program support and regardless of whether any member of the household has any past or present arrearages with a service provider:

- (1) At least one member of the household meets the FCC's Lifeline Program qualifications;
- (2) The household's income is at or below 200% of the Federal Poverty Guidelines for a household of that size;
- (3) At least one member of the household has applied for and been approved to receive benefits under the free and reduced price lunch program under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) or the school breakfast program under section 4 of the Child Nutrition Act of 1966 (42 U.S.C. 1773), or at least one member of the household is enrolled in a school or school district that participates in the Community Eligibility Provision (42 U.S.C. 1759a);
- (4) At least one member of the household has received a Federal Pell Grant under section 401 of the Higher Education Act of 1965 (20 U.S.C. 1070a) in the current award year, if such award is verifiable through the National Verifier or National Lifeline Accountability Database (NLAD);
- (5) At least one member of the household receives assistance through the special supplemental nutritional program for women, infants, and children established by section 17 of the Child Nutrition Act of 1996 (42 U.S.C. 1786).

National Lifeline Accountability Database (NLAD): An electronic system, with associated functions, processes, polices, and procedures, to facilitate the detection and elimination of duplicative support, as directed by the Commission.

National Verifier: An electronic and manual system with associated functions, processes, policies, and procedures, to facilitate the determination of consumer eligibility for the Lifeline program and Affordable Connectivity Program, as directed by the Commission.

Representative Accountability Database (RAD): A registration system that validates the identities of service provider representatives performing transactions in the National Lifeline Accountability Database and the National Verifier.

Universal Service Administration Company (USAC): An agency appointed by the Federal Communications Commission that is responsible for administering the collection and disbursement of contributions to the Universal Service Fund.

Program Overview

Peoples Telecommunications, LLC and Peoples Services, LLC, hereafter “the Company,” is a participating provider of the Affordable Connectivity Program (“ACP”) and follows all program rules and regulations. The ACP provides a monthly benefit discount for an eligible household, applied to the actual amount charged to that household, in an amount equal to the amount charged to a maximum of \$30, or, if an internet service offering is provided to an eligible household on Tribal land, not more than \$75. The Company allows an eligible household to apply the affordable connectivity benefit to any residential service plan selected by the eligible household that includes broadband internet access service or a bundle of broadband internet access service along with fixed voice telephony service. The Company does not provide a benefit for eligible connected devices. The credit is not a prorated credit.

General

The Company annually certifies with USAC via the Affordable Connectivity Claims System that the Company complies with all requirements of the ACP program as found in Part 54 Section § 54.1800 through § 54.1812. The Company provides the initial disclosures and consents for enrollments that explain the terms of the ACP and the Company’s terms and conditions. The Company does not engage in any unjust or unreasonable acts towards ACP households and treats all their customers in the same manner regardless of income status.

Advertising and Public Relations

The Company regularly publicizes the availability of ACP in a manner that is accessible to individuals with disabilities. The company notifies all internet service customers of the following:

1. About the eligibility requirements for consumer participation in the ACP;
2. That ACP benefits are non-transferable and limited to one monthly internet discount per household.
3. How to enroll, such as a customer service phone number or relevant website information; and
4. That the ACP is a Federal Government benefit program operated by the Federal Communications Commission and, if the Program ends, or when a household is no longer eligible, subscribers will be subject to the provider's regular rates, terms, and conditions.

In addition to these advertisements and customer notifications, the Company also frequently carries out public awareness campaigns within its ACP service area, highlighting the value and benefits of internet access and the existence of the Affordable Connectivity Program in collaboration with State agencies, public interest groups, and non-profit organizations. The Company retains documentation sufficient to demonstrate their compliance with these public awareness obligations.

New Enrollments

The Company ensures that households have been verified through the National Verifier prior to enrolling them. Customers are encouraged to complete the National Verifier eligibility checks on their own. The Company has applications on hand to assist households with checking their eligibility for the ACP and will walk them through the process if necessary. The Company uses applications provided by USAC and updates these periodically to ensure the most current version of the application is used. The Company also requires that the customer independently initial all agreements and statements in the application. The Company will never initial or sign an application on behalf of the customer.

The Company internally checks for duplicate subscribers by preloading customer information in NLAD prior to enrolling them into the ACP. If the Company finds that the subscriber or other member of their household already currently receives the ACP benefit, it will not enroll the customer unless the customer is seeking to transfer their benefit to the Company's services. The Company also takes reasonable steps to ensure that any Benefit Qualifying Person (BQP) is used to enroll only one household.

Each prospective ACP subscriber will be provided the program disclosures and subscriber consent prior to enrolling the household into the ACP with the Company (see Exhibit A). Once the program disclosures and subscriber consent are signed, the Company will then enroll the household into the ACP.

The Company's customer service representatives that assist subscribers with enrollments into the ACP have registered with USAC's Representative Accountability Database (RAD) system. The Company does not compensate its employees in any way for ACP enrollments. The Company will complete any other necessary steps to enroll the new subscriber in a timely manner and will retain all documentation it used throughout this process as described in the Recordkeeping section of this policy document.

Once a household has completed the enrollment process, it will be free to choose any of the qualifying services to apply the ACP benefit towards. The Company does not practice any inappropriate upselling or down selling towards ACP households, as the household is free to choose whichever service package best fits its needs and budget. The Company requires an upfront security deposit equal to two months of charges unless the applicant can provide a copy of their credit report showing a score of 700 or above. This procedure applies to all new customers of The Company regardless of their eligibility for ACP.

The customer may be required to supply their own router capable of supplying wifi within the home.

Reimbursements

The Company will ensure that each ACP subscriber is eligible to receive the ACP benefit using the National Verifier or relevant NLAD reports prior to filing any reimbursement claims. The Company will not claim more than the actual amount charged to their subscribers for monthly services or the connected device (if applicable) as part of the reimbursement process. This is not a prorated credit. The Company will credit the full claimed amount to the ACP household's account and never keep any of the claimed monies for the Company. The Company will not claim any subscriber not listed on the snapshot report for that data month. The 497 Officer assigned during the election process will also be the certifying official for monthly claims.

Transfers

Prior to transferring any eligible household's ACP benefit, the Company will obtain consent from the household subscriber that the Company has permission to transfer their ACP benefit in NLAD. The Company will notify the household in writing within 5 business days after the transfer is completed in NLAD that a transfer has occurred. The Company will not make more than one NLAD transfer per month per household. Only RAD registered CSR's will handle the transfers in NLAD.

De-Enrollments

Generally: If the Company has a reasonable basis to believe that a household no longer meets the criteria for the ACP discount, the Company will notify the household that they have 30 days to respond. If they fail to respond, they will be de-enrolled no later than 5 days from the due date given to respond.

Duplicative Support: If the Company finds that a household is receiving the ACP discount from another service provider, the Company will de-enroll the household within 5 business days of the discovery.

Failure to Recertify: Any household that has not responded to the 60-day recertification efforts will be de-enrolled within 5 business days after the expiration of this timeframe. These recertifications are conducted by USAC. The Company will not contact you to recertify eligibility.

Disconnect for Non-pay

Delinquent households that have not paid their monthly service fee for 90 consecutive days and have been provided their 60- and 30-days' notice of impending termination (see Exhibit B) will be subject to disconnection of their ACP supported service. The Company will make at least two efforts during the 90-day period to resolve any ACP delinquent accounts prior to discontinuing service with the ACP household.

Customer Complaints

The Company provides the FCC's Consumer Complaint Center's contact information the Company's ACP landing page. The Company always attempts to initially resolve any disputes with the household regarding their ACP supported service. We do our best to provide exemplary service and work with customers to address all service issues as we always strive to put their needs first. Any customer feedback will be reviewed and communicated to Company management, and if necessary, changes will be made to better serve all our customers. When a customer calls the company with a grievance, our CSR's handle the complaint by providing the customer the necessary information to make a formalized complaint to the FCC, to The Company Officer or both.

Recordkeeping Policy

The Company retains the following documentation (if applicable) for a period of no less than six years after it ceases offering a product or service to the eligible household or after ceasing participation in the ACP:

- ACP Advertisements
- ACP Consumer Notifications (e.g., annual, monthly, service change, point of sale)
- ACP Customer Complaint Process
- ACP Impending Customer Disconnect Notices
- ACP NLAD Transfer Notifications
- De-enrollment Notifications
- ACP Grant Outreach Materials
- Non-Usage Tracking
- Any subscriber provided eligibility documents
- Other documentation as required (e.g., customer eligibility documents, if applicable).

Exhibit A



Affordable Connectivity Program Customer Disclosures

For customers of Peoples Telecommunications, LLC and Peoples Services, LLC

The Affordable Connectivity Program is a government program intended to make broadband services and connected internet devices affordable for low-income households. The program provides a monthly discount of up to \$30 for eligible households and \$75 for eligible Tribal households.

In order to qualify for the program, eligible consumers must be enrolled in a qualifying program that includes: Medicaid, Supplemental Nutrition Assistance Program, WIC Program, Supplemental Security Income, Federal Public Housing Assistance, Veterans and Survivors Pension Benefit, Bureau of Indian Affairs General Assistance, Tribally-Administered Temporary Assistance to Needy Families, Tribal Head Start, Food Distribution Program on Indian Reservations, is approved for the free or reduced price school breakfast/lunch program (including through the USDA Community Eligibility Provision), received a federal Pell Grant, or have income at or below 200% of the Federal Poverty Guidelines.

Peoples Telecommunications, LLC / Peoples Services, LLC

PO Box 450

LaCygne, KS 66040

I _____ understand the following (please initial each statement):
(first and last name of customer)

___ The Affordable Connectivity Program is a U.S. government program that reduces my monthly internet bill;

___ I may choose to participate in the Affordable Connectivity Program from any participating service provider;

___ I may apply the Affordable Connectivity Program benefit to any broadband service offering of **Peoples Telecommunications, LLC/Peoples Services, LLC** at the same terms available to households that are not eligible for the same Affordable Connectivity Program-supported service; the credit will begin the month following approval, it is not a prorated credit.

___ My Affordable Connectivity Program-service may be disconnected after 90 consecutive days of non-payment;

___ I will be subject to **Peoples Telecommunications, LLC/Peoples Services, LLC** undiscounted rates and general terms and conditions if the Affordable Connectivity Program ends, or if I transfer my Affordable Connectivity Program benefit but continue to receive service from **Peoples Telecommunications, LLC/Peoples Services, LLC**, or upon de-enrollment from the Affordable Connectivity Program;

___ I may file a complaint against **Peoples Telecommunications, LLC/Peoples Services, LLC** via the FCC Consumer Complaint Center;

___ I consent to enroll into the Affordable Connectivity Program with **Peoples Telecommunications, LLC/Peoples Services, LLC**.

_____ LAST 4 OF SSN _____ DATE OF BIRTH

Signature: _____

Date: _____

Exhibit B

Notice of Future Service Termination for Affordable Connectivity Program Customer

Date (insert current date)

Dear Affordable Connectivity Program customer:

Please be advised that we have not received payment as of (insert bill due date). If we do not receive payment, your broadband service will be disconnected in (indicate either 60 or 30 days) of this notice. The balance due to Peoples Telecommunications, LLC/ Peoples Services LLC is (insert amount). If the outstanding balance is not paid, the last date of service will be (insert date). To prevent your service from being disconnected, please contact our office immediately. We can be contacted at 913-757-2500 for further information. Our regular office hours are Monday through Friday from 8am to 4pm.

(Insert company contact information)