

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today R *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: June 8, 2022

Contract/Agreement Vendor: Kellogg & Sovereign Consulting, LLC / Riley Harpole

Name of Vendor & Contact Person

rharpole@kelloggllc.com

Vendor Email Address

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Kellogg & Sovereign, LLC for professional E-Rate

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

District

Reason/Audience to benefit

06/27/22

BOE Date

\$ 13,720.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Ali Shehada

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: *AS*

Leadership Team Member: *AS*

Funding Source: E-Rate, OUSF, B

Fund/Project

OCAS Coding

Consent

Action

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Kellogg & Sovereign, LLC for professional E-Rate consulting services for funding year 2023 (07/01/2023 - 06/30/2024) for Category One and Category Two services. C1 services on the fee schedule are \$11,325.00 & Category 2 base filing fee services are \$850.00 + \$1,545.00 (OUSF consulting fee) = \$13,720.00. Cost to the District is \$13,720.00 + 3% of funding received less base filing fee for C2 pre & post funding services and will be paid from the E-Rate, OUSF, Bond and General Funds.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



**Professional E-Rate Management Services – Fee Schedule
Broken Arrow School District 3, Oklahoma**

Professional Fees for E-Rate management services described in the Kellogg & Sovereign® Consulting (“K&S”) *Master Services Agreement for Professional E-Rate & OUSF Management Services* (“MSA”) and the *Scope of Professional E-Rate & OUSF Management Services* (“Scope of Services”) are listed below.

Fees for E-Rate FY2023 are separated between Data Transmission and/or Internet Access services (“C1” or “Category One”) and Internal Broadband Connections, Managed Internal Broadband Services (MIBS) and Basic Maintenance of Internal Broadband Connections (BMIC) categories of service (“C2” or “Category Two”).

Fees for requests for funding in the Category Two categories of service shall be based on a percent of the total funding commitment amount issued by the Universal Service Administrative Company (“USAC”) on each of the applicant’s FY2023 Funding Commitment Decision Letter(s). The Base Filing Fee for C2 services is due in full at the time the application is filed. The amount due in excess of the Base Filing Fee is contingent upon funding and shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter related to FY2023 C2 Services.

FEES FOR E-RATE FUNDING YEAR 2023 {7/1/2023-6/30/2024}

Category of Service	Description	Amount	Billing Date
Category 1 (C1) Telecommunications & Broadband Services	Pre and Post Funding for C1 Services	\$11,325.00	January 2023
Category 2 (C2) Internal Broadband Connections, MIBS & Maintenance	Base Filing Fee for C2 Services	\$850	March 2023
	Pre and Post Funding for C2 Services	3% of funding commitment amount less base filing fee.	Due upon funding

FEES FOR OUSF COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2022 – JUNE 30, 2023

OUSF Document and Compliance Services. Includes preparation and submission of applicant affidavit(s) and assistance with document requests.	Check YES to request <input type="checkbox"/>
Annual cost \$1545– billed January 2023	<input type="checkbox"/> YES
OUSF consulting fee includes up to 12 hours consulting time directly related to OUSF. Additional hours will be billed at \$175/hour	<input type="checkbox"/> NO

Payment terms are net 45 days, unless otherwise noted.

Fees for additional Form 470 filings. After K&S has filed the Form 470 and RFP for the Applicant for FY2023, the applicant may choose to request additional services or make cardinal changes to the services requested. K&S fees are as follows:

- (a) Additional Form 470 requested more than 45 days prior to close of the filing window: \$750
- (b) Additional Form 470 requested less than 45 days prior to close of the filing window: \$1,500

Documentation. K&S will provide E-Rate Documentation on the applicant's Kellogg & Sovereign E-Rate Sharepoint folder for online access. E-rate applicants also have access to their E-rate documentation on the USAC E-Rate Productivity Center (EPC).

Remittances. Payments should be remitted to Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting P.O. Box 222113 Dallas, Texas 75222-2113

If fees or expenses are not paid within 90 days, K&S may elect to terminate the contractual agreement in whole or in part as detailed in the MSA.

Should K&S encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation including any added cost. You will have the opportunity to agree to any additional expenses prior to additional expenses being incurred. Any and all additional charges other than the standard fees outlined above, detailed in the MSA, or listed in the Scope of Services shall be agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
Broken Arrow School District 3

FOR:
Kellogg & Sovereign Consulting

Signature

Signature



Printed Name

Printed Name

Title

CEO
Title

Date

May 25, 2022
Date

E-RATE LETTER OF AGENCY

APPLICANT: Broken Arrow School District 3 (140044)

Funding Years Authorized: 2023-24, 2024-25, 2025-26

("Applicant") hereby authorizes Kellogg & Sovereign® Consulting, Consultant Registration Number 16024809, or its designated agents or employees ("K&S") to act on our behalf during the term of this authorization.

Although not exclusive, K&S is specifically authorized to conduct the following actions on behalf of the Applicant:

- ♦ Prepare and submit Federal Communications Commission ("FCC") Forms 470, 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC")
- ♦ Prepare and submit documentation to USAC or the FCC in compliance with E-Rate program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.
- ♦ Prepare Requests for Proposal ("RFPs") to be posted online.
- ♦ Provide information to service providers as needed to clarify information in RFPs and Forms 470.
- ♦ Solicit and receive proposals from service providers for requested services.
- ♦ Prepare comparisons of proposals from service providers.
- ♦ Complete contracts for eligible E-Rate services as specifically directed by the Applicant's authorized representative.

I also understand that in submitting these forms on our behalf, K&S will be making certifications for our school district. By signing this Letter of Agency, I make the following certifications as required by the E-Rate Program

16.

- a) I certify that the schools I represent are all schools under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. § 54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) I certify that the schools I represent has/have secured access, separately or through this program, to all the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services and products from funds to which access has been secured in the current funding year.
- c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.513.
- d) I certify that the schools I represent has/have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

¹⁶ <https://www.usac.org/e-rate/applicant-process/competitive-bidding/letter-of-agency-loa/>

- f) I certify that I will retain required documents for a period of at least ten (10) years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statutory or regulatory requirements regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the E-Rate Program.
- g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the E-Rate program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all the cost of the supported services.
- j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information and belief, all information provided to K&S for E-Rate submission is true. If any of the statements made above are incorrect, fraudulent or misleading, the undersigned and their institution agrees to indemnify, as allowed by state law, K&S, its members, employees and agents of any and all liability, legal fees or actions that may arise from the incorrect, fraudulent or misleading statement(s).

Applicant Name: Broken Arrow School District 3

Mailing Address, City, ST, Zip: _____

Signature of Authorized Person: _____ Date: _____

Printed Name of Authorized Person: _____ Title: _____

This authorization shall remain in effect until K&S is notified of its cancellation in writing via certified mail.



Master Services Agreement Professional E-Rate & OUSF Management Services

Kellogg & Sovereign® Consulting (“K&S”) agrees to provide E-Rate & OUSF Management services to assist **Broken Arrow School District 3** (“Applicant”) with the Universal Service Discount Mechanism for Schools & Libraries (“E-Rate Program”) filing and compliance and the Oklahoma Universal Services Fund (“OUSF”) program compliance and documentation.

The following services are included in the standard fee and are detailed in the attached and incorporated *Scope of Professional E-Rate & OUSF Management Services*:

OUSF:

Compliance & Documentation*

Pre-Funding Services:

CIPA Compliance Review

Entity Verification & Changes

Discount Calculation

Form 470 Preparation, Review and Submission

Competitive Bidding – RFP

Management, Secure e-bidding, vendor mgt, online bids and evaluation

Form 471 Preparation, Review and Submission

Post Funding Services:

Form 486 Preparation, Review and Submission

Form 472 Preparation, Review and Submission

SPIN Changes and Service Substitutions

Invoice Extensions

Form 500 Preparation, Review and Submission

Program Compliance

Document Retention

USAC & FCC Appeals

Support Services & Tools

On-Line Chat

Phone Support

Monthly Conference Calls

USAC E-Rate portal

K&S Client portal

Document portal

Workshops and Webinars

Online RFP Questionnaire

Secure e-Bidding Site

www.erate470.com

www.kelloggllc.com

Social media notices

**OUSF compliance and documentation included only if selected on fee schedule*

Services offered outside of the standard fee and priced separately include reconciliation of service provider discounts (SPI-Form 474), assistance with on-site audits, special compliance reviews, Payment Quality Assessment (PQA) reviews, selective review information requests (SRIR), competitive bidding reviews, cost effectiveness reviews and other reviews as requested by the Universal Service Administrative Company (USAC).

K&S is not a law firm and is not licensed to practice law. Any and all matters which require a legal opinion or review by a legal professional must be contracted out to the appropriate outside legal counsel.

Term

Term of this agreement shall be effective from date of execution of this agreement through **June 30, 2024** with up to four (2) subsequent twelve-month renewals subject to annual mutual ratification in writing by both parties. Execution of the annual fee schedule shall be considered mutual ratification.

Fees

Fees shall be mutually agreed upon annually. K&S shall provide Applicant with a *Professional E-Rate & OUSF Management Services Fee Schedule* that shall be incorporated into this Master Services Agreement upon execution of both parties.

Applicant (School or Library) Responsibilities

USAC E-RATE PRODUCTIVITY CENTER "EPC"

Applicant responsibilities regarding the online E-Rate Productivity Center ("EPC") are as follows:

Applicants must provide Kellogg & Sovereign Consulting (CRN 16024809) and their designated K&S consultant users with full rights access for all forms except FCC Form 498 on their online E-Rate Productivity Center ("EPC") located on the USAC web site. *K&S cannot provide any E-Rate filing services on behalf of the Applicant until access is granted.*

The applicant must designate an authorized school or library business official as the general contact and account administrator and maintain their online access including passwords to ensure there is always an authorized school or library business official with full rights able to access the Applicant's EPC. If the account administrator for the applicant changes, it is the Applicant's responsibility to notify USAC and assign a new account administrator.

For Applicants who will be utilizing the reimbursement (BEAR - FCC Form 472) method to receive E-Rate discounts, the Applicant must complete an FCC Form 498 online and must notify USAC of any changes in order to keep the Form 498 information current.

The Applicant is fully responsible for timely certifying FCC forms submitted by K&S on behalf of the Applicant on the Applicant's E-Rate Productivity Center.

OUSF AFFIDAVITS OR DOCUMENT REQUESTS

The applicant's responsibilities for OUSF affidavits and document requests are as follows:

- Carefully review Affidavit and return the signature page(s) within 5 business days (unless another deadline is specified)
- Provide a current network diagram including circuit information
- Respond to all data requests except for data requests that need clarification from the service provider or federal documentation. The Beneficiary is responsible for any additional data requested by the Public Utility Division (PUD)
- Forward all PUD Determinations and correspondence to ks-ousf@kelloggllc.com.
- Participate in conference calls with PUD staff in order to resolve questions regarding OUSF applications and funding

TIMELY RESPONSE TO DOCUMENT REQUESTS:

It will be K&S's responsibility to list a due date on each request for documentation. Moreover, K&S will send all documentation requests to the applicant's designated contact person via e-mail or text message. The applicant must provide a valid email address and cell phone number for K&S notifications. It will be the applicant's responsibility to return the requested documentation by the due date shown. To cover the extra costs of staff overtime, multiple sending of requests, and undue hardship, K&S reserves the right to provide advance notification, and if necessary, charge a late response fee for any request that is received after the deadline stated on the request. At the discretion of K&S, the late response fee may be waived if the applicant requests an extension prior to the due date. Once a late response fee is incurred, K&S will send applicant an invoice immediately which will be due and payable upon receipt. If the late response fee invoice is not paid within 45 days, the contract may be terminated by K&S.

Example 1: K&S sends a request for copies of bills to applicant in September. The due date listed on the request is October 15 along with notification that a late response will result in late fees of \$100 per day. Your documentation is not received by K&S until October 21. K&S would charge a late response fee of \$500.00 (5 days late x \$100/day).

Example 2: Same facts as above, but applicant sends an email notice to K&S on October 14 explaining that their accounts payable clerk is out on maternity leave, but documents can be provided to K&S by October 31. Applicant's documentation arrives in K&S's office on October 30. No late response fee would be charged.

SERVICE PROVIDER DISBURSEMENTS – DISCOUNT (SPI FORM 474) METHOD ONLY

If an applicant chooses to receive E-Rate discounts by the discount method (Service Provider Invoice – SPI Form 474) instead of the reimbursement method (Billed Entity Applicant Reimbursement Form 472), the applicant must reconcile service provider discounts. According to USAC, it is the beneficiary school or library's responsibility to review all service provider bills and E-Rate discounts provided to the beneficiary through the service provider discount method (Form 474 – Service Provider Invoice). Therefore, it is the responsibility of the school or library to review service provider bills and credits received to ensure the following: (1) the services were used solely for educational purposes; (2) the service provider only requested discounts for eligible goods and services; (3) the service provider allocated the costs of any contract that included both eligible and ineligible components in the related request for discount; (4) the service provider deducted from the pre-discount cost of services the value of all price reductions, promotional offers, and "free" products or services; and (5) the applicant retained all documents related to the service provider's request for discounts on behalf of the beneficiary.

Neither K&S nor its employees or agents are responsible for the actions of service providers related to the applicant's E-Rate funding. This includes all documentation provided by service providers including bids submitted, vendor supporting documentation, proposals, and contracts. Additionally, if the applicant selects the discount method for receiving E-Rate funding, the service provider is solely responsible for proper calculation, review, and application of E-Rate credits to the applicant's bills. *Reconciliation of service provider discounts related to the discount (SPI-Form 474) method is NOT included with K&S's standard fee and may be contracted separately.*

PROGRAM COMPLIANCE

Children's Internet Protection Act (CIPA)

Applicants must comply with all E-Rate program rules including state and local procurement requirements. Additionally, the applicant must be in compliance with the Children's Internet Protection Act⁶¹ and provide K&S with an annual certificate of compliance along with documentation that the filter was installed and working during the funding year. Applicants are responsible for retaining documentation to support their compliance with CIPA including board agenda and minutes when CIPA is discussed.

Procurement Procedures

K&S will provide guidance regarding compliance with competitive bidding E-Rate rules, procedures and guidelines. Applicants are responsible for complying with their own state, local, and federal procurement guidelines. This includes, but is not limited to, proper format of Requests for Proposal if different than K&S's standard format, required vendor forms, publishing of RFPs, bid evaluation process, board approval, contract negotiation, and legal review and approval of contracts.

⁶¹ <https://www.usac.org/sl/applicants/step05/cipa.aspx>

DOCUMENT RETENTION (TEN YEARS)

All documents prepared or handled by K&S will be copied, scanned and archived. However, K&S cannot be responsible for retention of documents not in K&S's possession.

As stated in the *E-Rate Modernization Order*⁶², the Applicant will be responsible for retaining documentation for a period of **TEN YEARS** after the latter of the last day of the applicable funding year, or the last day of delivery of services for that funding year.

The *Schools and Libraries Fifth Report and Order*⁶³ requires retention of the following documentation:

Pre-bidding Process. The school/library will retain signed copies of all written agreements with E-Rate consultants. Documentation in this area is also retained by K&S.

Bidding Process. All documents used during the competitive bidding process will be retained. Documents such as: Request(s) for Proposal (RFP(s)) including evidence of the publication date; documents describing the bid evaluation criteria and weighting, as well as the bid evaluation worksheets; all written correspondence between the school/library and prospective bidders regarding the products and service sought; all bids submitted, winning and losing; and documents related to the selection of service provider(s). Documentation in this area is also retained by K&S.

Contracts. The school/library will retain executed contracts, signed and dated by both parties. This includes all amendments and addendums to the contracts, as well as other agreements relating to E-Rate between the school/library and the service provider(s), such as up-front payment arrangements. Documentation in this area is also retained by K&S.

Application Process. The school/library will retain all documents relied upon to submit the Form 471, including National School Lunch Program eligibility documentation supporting the discount percentage sought; documents to support the necessary resources certification pursuant to section 54.505 of the Commission's rules, including budgets; and documents used to prepare the Item 21 description of services attachment. Documentation in this area is also retained by K&S.

Purchase and Delivery of Services. The school/library will retain all documents related to the purchase and delivery of E-Rate eligible services and equipment. This includes purchase requisitions, purchase orders, packing slips, delivery and installation records showing where equipment was delivered and installed or where services were provided.

Invoicing. The school/library will retain all invoices. Related documents include records proving payment of the invoice, such as accounts payable records, service provider statement, beneficiary check, bank statement or ACH transaction record. The school/library will also retain copies of service provider checks payable to the school/library related to Form 472 (BEAR) filings, if applicable.

Assets and Inventory. The school/library will retain asset and inventory records of equipment purchased and components of supported internal connections services sufficient to verify the location of such equipment. The school/library will also retain detailed records documenting any transfer of equipment within three years after purchase and the reasons for such a transfer.

Forms and Rule Compliance. All program forms, attachments and documents submitted to USAC will be retained. The school/library will have procedures to require retention of all official notification letters from USAC, as applicable: FCC Form 470 certification pages (if not certified electronically), FCC Form 471 and certification pages (if not certified electronically), FCC Form 471 Item 21 attachments, FCC Form 479, FCC Form 486, FCC Form 500, FCC Form 472. The school/library will also retain any documents submitted to USAC during program integrity assurance (PIA) review, Selective Review and Invoicing Review, or for SPIN change or other requests. In addition, the school/library will retain documentation to provide compliance with other program rules, such as records relevant to show compliance with the Children's Internet Protection Act (CIPA). Documentation in this area is also retained by K&S.

Termination

Either party may, upon written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. Contingency fees for E-Rate Category 2 services will be due and payable to K&S according to the terms of the original agreement. K&S will be released from responsibility for the filing of E-Rate applications and any related follow up work or USAC reviews immediately

⁶²*Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-184, E-Rate Modernization Order, FCC 14-99A1 Released on 7/23/2014. http://transition.fcc.gov/Daily_Releases/Daily_Business/2014/db0723/FCC-14-99A1.pdf [last accessed July 31, 2014]

⁶³*Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, FCC 04-190 Released on 8/13/04. http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-04-190A1.pdf

upon receipt of the termination notice. All terminations must be delivered in writing via certified mail to the addresses and parties listed herein.

Liability

K&S will make every reasonable effort to avoid any errors or omissions in the services or advice that K&S provides to K&S's clients. However, the rules, regulations, and guidelines for both the Oklahoma Universal Services Program (OUSF) and the universal service discount mechanism for schools and libraries (E-Rate) are voluminous, ambiguous, and constantly changing. K&S's liability for any errors or omissions will be limited to a full refund of the fees paid to K&S and will not include liability for any consequential or related damages. Any claim for damages will expire within two years of when the final billing is mailed to the Applicant. K&S's liability is strictly limited to the Applicant and the Applicant's specific organization. Any recommendations or actions provided to the Applicant may not be used or relied upon by any other parties or related entities. Disputes with the Universal Service Administrative Company ("USAC") or the Oklahoma Corporation Commission ("OCC") regarding the interpretation of the rules will not constitute an error or omission if the Applicant has been advised of the difference in opinion.

Disclaimer

Due to uncertainties inherent in the funding processes for both E-Rate and OUSF, Kellogg & Sovereign Consulting does not warrant or guarantee any E-Rate funding or OUSF support payments will be received as a result of this contractual agreement.

Miscellaneous

Independent Contractor.

The Applicant and K&S agree that K&S is an independent contractor. Nothing in this Agreement shall be construed to create any employment relationship between the Applicant and K&S. K&S shall be solely responsible for reporting and payment of any income, self-employment, social security, occupational, or any other state, federal, or local taxes owed as a result of any money received under this Agreement. K&S understands and agrees that it has no authority to and may not represent or otherwise hold itself out as an employee or agent of the Applicant and shall not enter into any agreement, contract, or obligation of any kind on behalf of the Applicant. The parties agree that the *Letter of Agency* is hereby incorporated into this agreement. Finally, K&S will not have or exercise the authority to supervise or direct the activities of any employee/agent of Applicant.

Standard of Work.

K&S represents and warrants that it will perform the services under this agreement in a good workmanlike and professional manner and with a level of care, skill, knowledge, and judgment required or reasonably expected of entities performing similar services. Applicant will not exercise any control or direction over the methods by which K&S performs such services.

Entire Agreement.

This Agreement constitutes the complete and entire understanding between the parties as to its subject matter, and this Agreement may not be amended except in writing executed by both parties.

Dispute Resolution.

Any disputes arising out of this Agreement shall be resolved informally, where possible, through conference with the Applicant's designee. With respect to any dispute that cannot be promptly resolved through informal conference, K&S shall present such dispute to the Applicant in writing pursuant to the Applicant's Board Policy prior to seeking appropriate legal action.

Confidential Information.

Applicant acknowledges that pursuant to this Agreement, its agents or employees will obtain and gain knowledge of certain information and trade secrets which are confidential and proprietary to K&S, including without limitation, information, trade secrets, ideas, concepts, inventions, designs, developments, procedures, data, know-how, etc. All such information shall remain the exclusive property of K&S and may be disclosed to the extent required by the laws of Oklahoma.

Assignment and Successors.

The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties to this Agreement, provided that Applicant may not assign any of its rights, privileges, or duties hereunder without the prior written consent of K&S.

Partial Invalidity.

The provisions of this Agreement are severable, and if any part of it is found to be invalid, void or unenforceable, the remaining paragraphs shall remain fully valid and enforceable.


We believe this *Agreement to Provide Professional E-Rate & OUSF Management Services*, as well as the incorporated *Scope of Professional E-Rate & OUSF Management Services, Letter of Agency, and Fee Schedule* accurately set forth the mutual understanding of the parties. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning us the executed copy.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR: Broken Arrow School District 3

FOR:
Kellogg & Sovereign Consulting

Signature



Signature

Printed Name

Jason D. Ramey

Printed Name

Title

CEO

Title

Date

May 26, 2022

Date



SCOPE OF PROFESSIONAL E-RATE & OUSF MANAGEMENT SERVICES

The following services will be provided by Kellogg & Sovereign® Consulting ("K&S") in conjunction with the Master Services Agreement for Professional E-Rate & OUSF Management Services ("MSA"), its related Letter of Agency, and Fee Schedule. Unless specifically set forth herein or amended in writing, this Scope of Professional E-Rate & OUSF Management Services shall be a comprehensive list of available services provided under this agreement.

OUSF COMPLIANCE SERVICES

Oklahoma Corporation Commission - Oklahoma Universal Service Fund Beneficiary Affidavit. Preparation and submission of Affidavit requests for funding support from the Oklahoma Corporation Commission. Gather and assimilate supporting documentation from applicant, service provider and other sources as necessary to timely submit OUSF Beneficiary (Oklahoma school or library) affidavit requests in compliance with State of Oklahoma statutes and Oklahoma Corporation program rules and requirements. Provide guidance to Applicant with regard to OCC program rules related to determination of OUSF funding support, funding compliance, and application requirements.

Program Compliance and Documentation. Compile information requested by the Oklahoma Corporation Commission ("OCC") for support payments provided by the OUSF Beneficiary's participation in Special Universal Services support from the Oklahoma Universal Services Fund. Track and respond to data request(s) that relates directly to the Affidavit or federal documents. Notify school or library of rule changes and compliance issues that may affect OUSF payments.

PRE-FUNDING SERVICES

Entity Verification and Changes. Verify that applicant's entities are properly registered with the Universal Service Administrative Company Schools and Libraries Division ("SLD") and the Federal Communications Commission ("FCC"). Submit to USAC and verify changes in entity names, addresses, and other entity changes as necessary.

Competitive Bidding, Forms 470 Preparation and Submission. Provide questionnaire to applicant for use in preparing applicant-driven Requests for Proposals ("RFPs") in compliance with E-Rate program requirements. Provide secure e-bidding web site for posting of RFP, management of service provider inquiries and applicant responses, receipt of service provider proposals, and online bid evaluation. Review applicant-prepared RFPs for compliance. Review bids, collect and review supporting documentation. Assist service providers with inquiries. Advise applicant with regards to compliance with E-Rate program rules and regulations for proper conduct of a fair and open competitive bidding process.

The applicant is responsible for compliance with their own federal, state, and local procurement rules and procedures.

Discount Calculation. Gather and assimilate documentation from applicant and consortium members, if applicable, to determine discount per E-Rate program rules. Advise applicant with regards to E-Rate program rules for the proper calculation of discounts.

Funding Tracking and Analysis. Assist applicant with maximizing discounts received for E-Rate eligible products and services under the program rules. Track Category 2 budgets and funding for each year of the rolling five-year funding cycle. Provide applicant with guidance regarding budget allotment and project planning.

Forms 479 and Letters of Agency for Consortium Filings. Manage the distribution and receipt of both letters of agency (“LOA”) and properly completed Forms 479 from participating consortium members in compliance with E-Rate program requirements.

Forms 471 Preparation and Submission. Provide applicant with online access to bids received, online bid evaluation, and other forms as needed to ensure compliance with E-Rate program rules and requirements. Track applicant responses, gather and assimilate supporting documentation from applicant, service provider and other sources as necessary to timely submit applications in compliance with E-Rate program rules and requirements. K&S will file separate applications for category one services (broadband services to schools and libraries) and category two services (Internal Broadband Connections, Managed Internal Broadband Services and Basic Maintenance).

Program Integrity Assurance (PIA). Represent applicant throughout the application review process. Work directly with PIA to process requests for additional information and clarification during application review. Minimize the risk of denied or reduced funding requests and significantly reduce the disruption of applicant staff and internal processes by providing professional assistance during the review process.

CIPA Compliance Review. Review applicant provided documentation to verify compliance with the *Children’s Internet Protection Act* (CIPA).

POST-FUNDING SERVICES

Follow Up Services. Prepare, submit and track FCC Forms 486, 500, and 472 (BEARs) as required. Work directly with program administrator, USAC⁶⁴, on E-Rate related issues and coordinate with service providers and applicant to ensure payment of services. Assist applicant with preparation and submission of service certifications during invoice review.

Reconciliation of service provider discounts (Form 474) is offered outside of K&S’s standard fee and may be contracted separately. Applicant is responsible for their own accounts payable functions including but not limited to payment of their bills, submission of disconnect notices, dispute of past due fees, and other actions as necessary for proper handling of accounts payable activities. K&S is not responsible for payment of applicant’s bills, Service Provider discounts, or other billing disputes.

Selective Reviews and Appeals. In the event of funding denials, reductions, or other disputes related to E-Rate funding, K&S will represent the applicant in filing appeals with USAC and, if necessary, with the FCC.

Services offered outside of K&S’s standard fee and may be contracted separately include C1 self-provisioned projects, Emergency Connectivity Fund (ECF), assistance with on-site audits, special compliance reviews, Selective Review Information Requests (SRIR), Competitive Bidding Reviews, Cost Effectiveness Reviews, Payment Quality Assessment (PQA) Reviews, and other reviews as requested by USAC.

SPIN Changes and Service Substitutions. K&S will process up to one SPIN (Service Provider Identification Number) change or service substitution request for each funding request as needed after funding. Additional SPIN changes and service substitution requests will be billed at a rate of **\$225.00/hour**.

Service Delivery Deadline Extensions. K&S will process service delivery deadline extensions as requested by applicant prior to the deadline for installation of non-recurring services. Applicant must provide K&S with a reasonable explanation for the extension and **must provide the request to K&S a minimum of FOUR (4) weeks prior to the invoicing due date.**

⁶⁴ Universal Services Administrative Company, Schools and Libraries Division.

Invoice Deadline Extensions. Effective with the E-Rate Modernization Order, invoicing deadlines must be met unless a written request for a one-time extension is submitted prior to the invoicing deadline. In response to a timely filed invoice extension request, USAC will provide only one invoice extension for an additional 120 days.

K&S will process invoice deadline extension requests on behalf of the applicant upon receipt of request for an invoice extension by either the applicant or the service provider. **Extension requests must be submitted to K&S a minimum of FOUR (4) weeks prior to the invoice due date.**

Applicants must cooperate with K&S in a timely manner providing necessary documentation to submit reimbursement requests to USAC or to request service provider discounts.

K&S is not responsible for invoices submitted after the invoice deadline by service providers or for reimbursement requests not submitted due to lack of response by the applicant.

K&S will contact the service provider and request discounts on behalf of the applicant as long as the applicant provides the documentation requested by the service provider to K&S within eight (8) weeks of receipt of the funding commitment decision letter. Applicants who choose the reimbursement method must provide copies of all documentation necessary to process the reimbursement request to K&S no later than eight (8) weeks prior to the invoicing deadline. "Lack of response by the applicant" means that the applicant submitted the requested documentation outside of the time frames listed above.

Program Compliance and Documentation. K&S will provide the following:

- Professional expertise on development of strategies to maximize E-Rate discounts to meet educational or library goals.
- Advisement of known E-Rate program rules, procedures, and filing requirements that may impact the successful filing and review of E-Rate applications.
- Timeline for processing applications within deadlines for both USAC and applicant's board approval.
- Assistance with the review and identification of eligible products and services based on the most recent eligible services list and guidance available from USAC.
- Assistance with cost allocation of products and services according to USAC guidelines.
- Assistance (non-attorney) with contract documentation for compliance with USAC rules and regulations.
- Verbal and written notification of changes in E-Rate program rules, regulations and procedures.
- Copies of forms processed and supporting documentation retained in electronic format.
- Access to online tools for funding data and analysis for all years of the E-Rate program.

USAC E-Rate Productivity Center (EPC). USAC utilizes an online E-Rate productivity center for E-Rate form submission and document retention. K&S assists our clients with gaining access to EPC, setting up K&S as a related organization and providing training on how to use and access the USAC online productivity center.

Comprehensive Bidding Site.

K&S offers exclusive use of their secure online bidding site for competitive bidding, request for proposals, evaluation, online Q&A, email notifications, bid evaluation and bid award. Online documentation allows clients to review all bid documentation in one single location.

Document Retention and E-Rate Sharepoint Site.

E-Rate program documentation is retained online in Microsoft Sharepoint with easy access by clients. Online site features documentation section for retention in compliance with FCC rules as well as a client share section for clients to upload, download or edit documentation throughout the year.

Summer Workshops, Monthly Conference Calls, K&S Client Portal, Webinars, Live Chat, and other Support. K&S offers monthly conference calls to update our clients on current E-Rate information. E-Rate workshops and webinars are provided at no cost. Clients may attend in person, online or view archived sessions. Clients have access to their customized Sharepoint E-Rate folders with documentation, calendars, reference materials and to-do items. Step by Step webinars on K&S's website, www.kelloggllc.com, provide access to training including RFP questionnaire and bid evaluations. K&S offers instant response using online live chat. Unlimited phone and email support are provided throughout the year