

Epic Communications Agreement
For E-Rate Funding Year 2027 (2027-2028)

This Agreement (hereafter “Contract” or “Agreement”) is made and entered into as of _____, 2026 between Epic Communications, Inc. having its principal place of business at 31225 Bainbridge Road, PO Box 39490, Solon, OH 44139 (hereafter “Epic”), and the Richland School District (“District”).

Recitals

WHEREAS, Epic is in the business associated with preparing and filing E-Rate forms with the Schools and Libraries Division of the Universal Services Administrative Corporation; and,

WHEREAS, in order to meet the anticipated deadline for collection of E-Rate data, and E-Rate filings and in order for the School District to be eligible for SLD E-Rate funds there is a significant amount of work that must be performed prior to filing Federal Communications Commission’s (FCC) Forms 470 and 471;

WHEREAS, as result of the Federal Communications Commissions’ *Fifth Report and Order, CC Docket 02-6, Released August 13, 2004*, and updated in the *E-Rate Modernization Order, CC Docket 02-6, Released July 23, 2014* certain mandatory record keeping requirements are imposed upon Applicants of Universal Service Funds (**Schedule A**); and,

WHEREAS, Epic will assist the District in its record keeping requirements; and,

WHEREAS, it is mandatory that the District execute Letter of Authorization (**Schedule B - Letter of Agency (LOA)**); and, allow Epic access to the District’s E-Rate Productivity Center (EPC) account as a consultant associated with the account; and,

The ‘WHEREAS’ and ‘NOW THEREFORE’ clauses in this recitals section are part of this Agreement; and,

NOW, THEREFORE, in consideration of the mutual promises in the Agreement, including any attachments or schedules, intending to be legally bound, the parties agree as follows:

I. Scope of Work:

- A. The District agrees to retain Epic as its contractor and allow Epic access to the District's E-Rate Productivity Center (EPC) account as a consultant associated with the account to perform all work set forth herein and in **Schedule A** to this Contract on the terms and conditions set forth herein.
- B. Epic will process the E-Rate Applications through the administrative and regulatory approval process, including the SLD/FCC. Administrative appeals of adverse decisions, if any are included in the fees. However, this does not include any appeals to federal courts.
- C. Epic's involvement will include areas of Telecommunications, Internal Connections, Internet Access, Managed Internal Broadband Services, and Basic Maintenance of Internal Connections, interface with local exchange companies, new exchange providers, information services, leased lines, and internal connections providers.
- D. Specifically, during the contract term Epic will provide the following services as required: systems planning and integration, bid preparation and review, contract preparation, negotiation, and review. These functions will be performed with input from and in close cooperation with the District.
- E. The parties agree that any work not covered by this Contract and performed by Epic shall be charged separately at an agreed upon rate.
- F. Court appeals are not included in the fees.

II. Term

The term of this Agreement shall commence upon the date first set forth above and shall expire when the Universal Service Administrative Company or the Federal Communications Commission concludes the Funding Year. This contract is for E-Rate Funding Year 2027 (2027-2028) only and is renewable annually for a total term not to exceed five (5) consecutive fiscal years. Renewal shall be a mutual agreement.

III. District's Payment Obligation to Epic

Epic's fee for its services is 10% of the awarded funding. Epic will receive 10% of all funding actually awarded and used by the District as the fee for service (an audit will be performed at the end of the SLD funding year to reconcile payments to Epic versus funding used). Billing for services will be completed in arrears at the conclusion of the Funding Year, unless requested sooner.

If an SLD decision is appealed, final payment shall be made when the District is notified that the appeal has been successful. All fees are due and payable at Epic's office.

IV. Independent Contractor

The parties acknowledge and agree that Epic is an independent contractor.

V. Mutual Cooperation

- A. Time is of the essence in performing all work under this Agreement.
- B. The Parties shall cooperate with each other in the performance of their services hereunder, including securing and providing all information and data in a timely manner so that all filings are completed in a timely manner.

VI. Confidentiality

- A. The Parties agree that all financial, statistical, or proprietary information provided by either Party, one to the other will be kept confidential.
- B. Epic agrees that any technical, or marketing information owned or used by the District and designated as proprietary under this Agreement shall not be used without the written consent of the District.
- C. The District agrees that any technical or marketing information owned or used by Epic and designated as proprietary under this Agreement shall not be used without the written consent of Epic.

VII. Assignment

Neither party may assign this Contract or any right or interest herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

VIII. Miscellaneous

- A. Any amendment, supplement, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- C. No waiver by any party of the breach of any term or provision of the Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.
- D. Any breach of this Agreement shall be governed by the laws of the State of Ohio.

IX. Integration Clause

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. Epic and the District stipulate that neither has made any representations with respect to the subject matter of the Agreement or any other representations except such representations as are specifically set forth herein. Epic and the District further acknowledge that any representations that may have heretofore been made by either to the other are of no effect and that none of them have relied thereon in connection with their dealings with the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives all as of the date first above written.

Richland School District

By:

Authorized Signature

Print Name

Epic Communications, Inc,

By:

Authorized Signature

Rosemary Enos - President
Print Name

Schedule A**Document Retention**

As result of the Federal Communications Commissions' *Fifth Report and Order, CC Docket 02-6, Released August 13, 2004* and updated in the *E-Rate Modernization Order, CC Docket 02-6, Released July 23, 2014*, certain mandatory record keeping requirements are imposed upon E-Rate Applicants/Recipients and vendors.

Document Retention Requirements

E-Rate rules require both applicants and service providers to retain all records related to the application for, receipt and delivery of discounted services for a period of ten¹ years after the last day of service delivered for a particular Funding Year provides for illustrative purposes the following description of documents that service providers and program applicants must retain pursuant to this record keeping requirement, as applicable.

The SLD requires that program participants retain all documents necessary to demonstrate compliance with the statute and SLD/Commission rules regarding the application for, receipt, and delivery of services receiving Schools and Libraries discounts.

Document Retention – Audits

Failure to comply with an authorized audit or other investigation conducted pursuant to section 54.516 of the Commission's rules (e.g., failing to retain records or failing to make available required documentation) is a rule violation that may warrant recovery of universal service support monies that were previously disbursed for the time period for which such information is being sought.

Audit Timeframe

The SLD will initiate and complete any inquiries to determine whether or not statutory or rule violations exist within a ten-year period after final delivery of service for a specific funding year.

Bidding Process

All documents used during the competitive bidding process must be retained.

- RFP(s) – evidence of publication date
- Bid evaluation criteria, weighting, worksheets
- All written correspondence between the applicant and prospective bidders
- All bids submitted, winning and losing
- Documents related to the selection of service provider(s)

¹As of funding year 2015 the document retention timeframe is now **ten years** – see the *Modernizing the E-Rate Program for Schools and Libraries* FCC REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING, paragraph 262, adopted July 11, 2014 and released July 23, 2014.

Both applicants and service providers must retain executed contracts, signed and dated by both parties. All amendments and addendums to the contracts must be retained, as well as other agreements relating to E-Rate between the applicant and service provider, such as up-front payment arrangements

Application Process

The applicant must 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.

Purchase and Delivery of Services

Applicants and service providers should retain all documents related to the purchase and delivery of E-Rate eligible services and equipment. Applicants must retain purchase requisitions, purchase orders, packing slips, delivery and installation records showing where equipment was delivered and installed or where services were provided.

Invoicing

Both service provider and applicants must retain all invoices. Applicants must retain records providing payment of the invoice, such as accounts payable records, service provider statement, applicant check, bank statement or ACH transaction record.

Applicants must also be able to show proof of Form 498 payment to the applicant of the BEAR, if applicable.

Inventory

Applicants must retain asset and inventory records of equipment purchased and components of supported internal connections services sufficient to verify the location of such equipment.

Applicants must 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 the SLD must be retained. Applicants and service providers must retain all official notification letters from SLD, as applicable

- FCC Form 470
- FCC Form 471
- FCC Form 472
- FCC Form 479
- FCC Form 486
- FCC Form 498

— FCC Form 500

Applicants must also retain any documents submitted to SLD during Program Integrity Assurance (PIA) review, Selective Review and Invoicing Review, or for SPIN change or other requests.

Certifications

FCC Form 470

All bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs.

FCC Form 471

The FCC Form 471 shall be signed by the person authorized (or their representative) to order telecommunications and other supported services for the eligible school, library, or consortium and shall include that person's certification that:

- the applicant is/are eligible to receive support and has/have secured access to all of the resources necessary to make effective use of the service purchased;
- the applicant has/have complied with program rules as well as all state and local laws regarding procurement of services;
- the services will be used mainly for educational purposes and will not be sold, resold, or transferred;
- the applicant understands that the discount level used for shared services is conditional; and;
- the applicant recognizes that its application may be audited.

Schedule B for Funding Year 2027**Letter of Agency
For the Year 2027 – 2028**

I hereby authorize **Epic Communications, Inc.** to submit FCC Form 470, FCC Form 471, and all other E-Rate forms (including all those accessible in or out of the E-Rate portal) for all E-Rate eligible services to the Schools and Library Division on behalf of the undersigned School District.

I understand that in submitting these forms on our behalf, you are making certifications for our School District. By signing this letter of agency, I make the following certifications:

- (a) I certify that the schools in our district are all schools under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. § 54.500, do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- (b) I certify that the schools in our district have secured access to all of the resources, including computers, training, software, internal connections, maintenance, and electrical connections 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 eligible services and products from funds to which access has been secured in the current funding year.
- (c) I certify that the services that our school district purchases at discounts provided by 47 C.F.R. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by Commission's rules at 47 C.F.R. § 54.513.
- (d) I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws and E-Rate program rules regarding procurement of services for which support is being sought and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I also 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 the benefits from those services.
- (f) I certify that I will retain required documents for a period of at least 10 years after the later of the last day of the applicable funding year or service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules 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 USAC.
- (g) I certify that I am authorized to order the eligible equipment and 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 equipment and/or services under this Letter 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(s). 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 of the cost of the supported services.
- (j) I certify that I am authorized to sign this letter of agency (LOA) and, to the best of my knowledge, information, and belief, all information provided to Epic Communications, Inc. for our entity(ies) participation in the E-Rate program is accurate and true.

I understand that persons (including Epic, its employees and agents, and Independent Contractors) that willfully make false statements on E-Rate forms or through this letter of agency can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Sec. 502, and 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

District: Richland School District Signature: _____

Name: _____

Date: _____, 2026 Title: _____