

CONSULTING AGREEMENT

E-rate Consulting LLC, P.O. Box 527 Woodmere, New York 11598, A New York Limited Liability Company agrees to provide services to USA Outreach, ("School") which is located at 12422 Chandler Blvd, Valley Village CA 91607 in accordance with the terms and conditions set forth below the following services:

- a. Review all E-rate related documentation, included but not limited to, Technology Plans, Forms 470, 471, 486, 472, Program Integrity Assurance such as initial requests for clarification of service requests and Selective Review such as inquiries on the application process itself, Funding Commitment Decision Letters such as funding award letters, Appeals, Recovery Letters and all E-rate related services.
- b. Submit online in your behalf, if requested, any and all of the above cited documentation. **HOWEVER**, the School's representative(s) shall file a paper certification or use their **PIN to CERTIFY** that all of the information contained within those forms that we have compiled is a true and accurate representation of the material facts.
- c. The term of this agreement shall be for Funding Years **2012** and shall continue until all Funding Request Numbers issues such as specific line items requests for funding shall be resolved.
- d. E-Rate Consulting LLC **does not** and **will not** represent any vendor you retain. However, E-Rate will review, the vendor history with the E-rate program, vendor contracts for compliance with E-rate regulations, contact your selected vendor to clarify the services you are receiving, if necessary, and whether services requested are eligible for funding.

- e. Due to the known changing nature of this program, E-rate Consulting LLC **DOES NOT** warrant or represent success in the securing of the E-rate funding. E-Rate will utilize its extensive experience with the program, its understanding of its complex regulations and the input from the state coordinator of E-rate and in the securing of the funding. E-rate Consulting LLC's role is strictly on an **advisory** basis and it will render its opinion as to its understanding of the best practices related to this program; however, School and its representative shall have the **final decision** as to all aspects of the program.
- f. The "School" shall indemnify and hold E-Rate Consulting LLC harmless with respect to any claims brought against the school with respect to services performed for and on behalf of the School by ERC.
- g. The School is expected to provide timely responses to E-Rate's inquiries so that E-rate's deadlines and requests for information can be met. *The failure by the School to do so may cause a loss of funding.*
- h. ERC is to be compensated at a rate of . . . of the award for or recovered funds, which shall be due to E-rate Consulting LLC after a Funding Commitment Letter has been issued by the Schools and Libraries Division of USAC (SLD) that the School has been granted the award, or a new FCDL that funds have been recovered (the "Funds"), or the School has received the Funds or the Technology Plan has been approved.
- i. The parties shall have the right to extend the period of this agreement at any time until the termination of this agreement. Any extension of this agreement shall be writing and shall be executed in the same manner as the execution of this agreement.

n. Each party acknowledges that this writing represents the entire understanding of the parties.

E-rate Consulting LLC

USA Outreach

RB

11/29/11

Richard Bernstein
President

Date

By: *Bh*
Authorized Representative

11/29/11
Date

Dean
Title of Representative