Kansas Health-e Broadband Consortium
CHECKLIST

It is important to complete the following steps by the end of December 2019 to allow ample time for the bid process and filing:

- Sign and return Letter of Agency to KHERF. Please note the specific instructions below.
- Sign and return the Participation Agreement to KHERF.
- Complete and return the Organization Information Form.
- Submit the membership fee ($500 for Kansas Members). Checks only, made payable to KHERF.

Please note that applications will be processed in the order received. The earlier they are submitted, the better chance we have of getting them all the way through the approval process prior to the funding window closing.

Please return all documents to the Kansas Hospital Education and Research Foundation, 215 SE 8th, Topeka, KS 66603. Scanned documents may be sent to scunningham@kha-net.org.

Questions can be directed to Jennifer Findley at jfindley@kha-net.org or (785) 233-7436.

Additional information is available at www.kshealthebroadband.org.

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Instructions regarding completion of the LOA.
Members should fill out the information on the LOA as thoroughly and accurately as possible to prevent a delay in the approval process.

- Each Member should list all entities under their control and all sites that could ever want to participate in the program now or in the future.
- Please include your main hospital location in the outlined section along with additional sites.
- Include all sites now whether or not they may be eligible for funding. This will save steps and work in the future.
To: Jennifer Findley, Kansas Health-e Broadband Consortium Project Coordinator  
Kansas Hospital Education and Research Foundation  
215 SE 8th  
Topeka, KS 66603

Re: Letter of Agency to (1) Seek Eligibility Determination (Form 460); (2) Seek Bids for Services (Form 461); and (3) Submit Funding Request and Manage Invoicing and Payments (Forms 462 and 463) in the Healthcare Connect Fund

By this letter, ___________________________ confirms its participation in the Kansas Health-e Broadband Consortium. We hereby authorize the Kansas Hospital Education and Research Foundation (KHERF), and its agents, to act on our behalf before the Federal Communications Commission (FCC) and the Universal Service Administrative Company’s Rural Health Care Division in matters related to the Consortium’s participation in the Healthcare Connect Fund.

As a health care provider, we ___________________________ own and operate the following sites:  
Please provide name and physical location information for each site.

We authorize KHERF and its agents to:

- submit the FCC Form 460, Eligibility and Registration, on its behalf, which is used to determine eligibility to participate in the Healthcare Connect Fund;

- submit the FCC Form 461, Request for Services, on its behalf and prepare and post the request for proposal on its behalf for purposes of the Healthcare Connect Fund;

- submit the FCC Form 462, Funding Request, on its behalf, for purposes of the Healthcare Connect Fund;

Upon signature of a service agreement outlining services to be provided and fees to be charged, we authorize KHERF and its agents to:

- submit FCC Form 463, Invoice and Request for Disbursement, on its behalf, to manage invoicing and payments for purposes of the Healthcare Connect Fund; and
• submit any other necessary documentation required to obtain funding through the Healthcare Connect Fund.

This Letter of Agency is effective on date of signature and will terminate on June 30, 2022.

If the **Kansas Health-e Broadband Consortium** changes its designated Consortium Leader for purposes of the FCC Healthcare Connect Fund, the LOA may be assigned to the new Consortium Leader upon 30 days notice.

By this Letter of Agency ________________________________ authorizes **KHERF, and its agents**, to make the certifications included in FCC Forms 460, 461, 462 and 463, on our behalf. Those certifications are:

a) The person signing this Letter of Agency is authorized to submit this letter on behalf of ________________________________

b) ________________________________ is a non-profit or public entity.

c) The person signing the application is authorized to submit the application on behalf of the applicant and has examined the form and all attachments, and to the best of his or her knowledge, information, and belief, all statements of fact contained therein are true.

d) The applicant has followed any applicable state, Tribal, or local procurement rules.

e) The supported connections, infrastructure and /or equipment associated with this request for funding will be used solely for purposes reasonably related to the provision of health care service or instruction, for which support is intended, and that the health care provider is legally authorized to provide under the law of the state in which the services were provided and will not be sold, resold, or transferred in consideration for money or any other thing of value.

f) The applicant satisfies all of the requirements under section 254 of the Act and applicable Commission rules.

g) The applicant has reviewed all applicable requirements for the program and will comply with those requirements.

h) The health care provider has considered all bids received and selected the most cost-effective method of providing the requested services as defined in the FCC’s rules and instructions.

i) ________________________________ is not requesting support for the same service from either the Telecommunications Program or Internet Access Fund and the Healthcare Connect Fund.

j) The applicant understands that any letter from the Universal Service Administrative Company (USAC), the Administrator of the Healthcare Connect Fund, that erroneously commits funds for the benefit of the applicant may be subject to recision.
k) To the best of the applicant’s knowledge, information and belief, the health care provider has received the network build-out or related services itemized on the submitted and the 35 percent minimum funding contribution for each item on the invoice was funded by eligible sources as defined in the FCC’s rules and has been provided to the service provider.

l) All documentation associated with the forms must be kept for a period of five years (including copies of the submitted Forms), including but not limited to,

For Form 461: any bids/contract resulting from the Form 461 posting, scoring sheet, and other information that was used in the decision-making process) from the last day of the funding year; and

For Form 462: all bids, contracts, scoring matrices, and other information associated with the competitive bidding process, and all billing records for services received.

Organization: ________________________________________________________________

Address:  ___________________________________________________________________

Contact Name: __________________________________________________________________

Title:  ______________________________________________________________________

Phone Number: _______________ Email Address: ________________________________

Signature _________________________________________________________________

Date: __________________________
PARTICIPATION AGREEMENT
KHERF/Kansas Health-e Broadband Consortium

HOSPITAL: ______________________________________________

CITY: _______________________________________________

PRIMARY HOSPITAL CONTACT: ________________________________________ (Name)
__________________________________________________________ (Email)
__________________________________________________________ (Phone)

primary kherf contact: Jennifer Findley, jfindley@kha-net.org, (785) 233-7436

This participation agreement is by and between the Kansas Hospital Education and Research Foundation (KHERF), a not-for-profit corporation located at 215 SE 8th Avenue, Topeka, Kansas 66603 and ____________________________ (Member), a __________ health care provider located at ____________________________ in ____________________________, ________.

WHEREAS, the Federal Communications Commission’s (FCC) Healthcare Connect Fund provides support for high-capacity broadband connectivity to eligible health care providers (HCPs) and encourages the formation of state and regional broadband HCP networks;

WHEREAS, KHERF seeks to form the Kansas Health-e Broadband Consortium (Consortium), a consortium of Kansas health care related organizations, for the purposes of requesting support from the FCC’s Healthcare Connect Fund on behalf of eligible members; and

WHEREAS, ____________________________ meets the Consortium membership requirements and has an interest in services provided by the Consortium,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Term/Termination. This Agreement will commence on December 1, 2019 (Effective Date) and remain in effect until either party wishes to make a change. This Agreement may be terminated, however, by either party for any reason with thirty (30) days’ written notice sent by overnight mail to the other party.

2. Services. By signing the Agreement below, both parties agree to provide certain services.

KHERF shall:
• Be legally and financial responsible for the activities of the Consortium;
• Serve as the liaison with members of the Consortium, third party contractors, the FCC and the Universal Service Administrative Co. (USAC);
• Submit on behalf of Consortium members the required FCC forms for Healthcare Connect funding;
• Develop and post a Request for Proposal (RFP) on behalf of each member of the Consortium, assist in reviewing responses and help with selection of a service provider;
• Provide necessary staff to administer the program; and
• Respond to FCC and USAC audits as necessary.
Member shall:

- Provide to KHERF or its designee all information required to complete the FCC forms in a timely manner including the latest invoice copies for each telecom, data and internet vendor, vendor contracts, as well as any documents received from USAC;
- Select a service provider from RFP responses;
- Negotiate and maintain a contract with selected service provider;
- Establish and maintain membership status with the Consortium;
- Utilize the supported connections, infrastructure and services only for purposes reasonably related to the provision of health care services;
- Provide information and feedback about the quality and usefulness of services provided by the Consortium;
- Not sell, resell, or transfer any Consortium supported connection, infrastructure or equipment;
- Not request support for identical services from the Healthcare Connect Fund, the FCC’s Telecommunications Program or the Internet Access Program; and
- Pay all fees in a timely manner.

3. Costs and Fees. Costs and fees associated with belonging to the Consortium are described below. Each membership is subject to termination for non-payment of fees.

Membership Fee:

- Each Kansas Member will be assessed $500 which includes application for three sites. Each additional site will be assessed at $250 each.
- Each Out of State Member will be assessed $3,000 which includes application for three sites. Each additional site will be assessed at $250 each.
- This membership fee covers membership through December 2020.

Service Fee:

- Members will pay KHERF or its designee twenty-five percent (25%) of the amount(s) of each Universal Service Fund credit the Member receives. The USF credit(s) the Member may receive will come in the form of credits on the monthly invoices Member receives from the telecommunication provider.
- USF programs run from July 1st to June 30th each year.
- If Member does not receive a credit or savings for this program, there will be no fee for services.
- Invoices will be sent on a quarterly basis by KHERF or its designee. Invoices that are not paid within thirty (30) days shall accrue interest at the rate of 1½% each month until paid in full. KHERF or its designee is entitled to recover all costs of litigation including reasonable attorney’s fees and other costs, should the Member fail to pay any fee due to the KHERF or its designee.
- If this Agreement is terminated, any fees due by Member to KHERF or its designee prior to the date of termination will be paid by the Member to KHERF for its designee.
- KHERF does not make any guaranties or warranties regarding USF credits or future savings.

4. Governing Law/Venue. This Agreement shall be interpreted in accordance with, and the performance thereof governed by, the laws of the State of Kansas without giving effect to its conflict of laws provisions. Shawnee County, State of Kansas shall be the sole and exclusive venue for any litigation, proceeding or other action which may be brought or arise out of or in connection with this Agreement.

5. Notices: Any and all notices, requests or other communications as are required or permitted in or by any provision of this Agreement shall be in writing and delivered personally or by certified mail to Jennifer Findley, c/o KHERF, 215 SE 8th Avenue, Topeka, KS 66603 and, if sent by certified mail, shall be deemed to have been delivered when deposited, postage prepaid.

6. Entire Agreement. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter stated in this document and to fully and finally set forth the entire Agreement between the parties. No modifications to this Agreement shall be binding unless stated in writing and signed by both parties.
IN WITNESS THEREOF, this Agreement has been executed by the parties and is in effect as of the Effective Date first above written, notwithstanding actual execution on a different date.

For the Kansas Hospital Education and Research Foundation:

___________________________________________         ______________________
Jennifer Findley, Executive Director         Date

For _________________________________

Member

_____________________________________________
Hospital CEO (Please Print Name and Title)

___________________________________________         ______________________
Signature         Date
To assist us in completing your application for approval to participate in the Health Care Connect Fund, we need the following information about your organization. Providing this information up-front will allow us to process your paperwork quicker.

Non-Profit Tax ID (EIN) _________________________________________________________

Nation Provider Identifier (NPI) ________________________________________________

Organization Taxonomy Code ___________________________________________________

Is the organization a non-profit hospital?  Yes  No
    If yes, how many licensed beds at the location? ___________________________

For each site or location that you plan to request funding for, we need to know the following:

Location: _____________________________________________________________________

Is the Non-Profit Tax ID (EIN) the same as above?  Yes  No
    If no, please provide _____________________________________________________

Is the Nation Provider Identifier (NPI) the same as above?  Yes  No
    If no, please provide _____________________________________________________

Is the Location Taxonomy Code the same as above?  Yes  No
    If no, please provide _____________________________________________________

Is this location a non-profit hospital?  Yes  No
    If yes, how many licensed beds at the location? ___________________________

Location: _____________________________________________________________________

Is the Non-Profit Tax ID (EIN) the same as above?  Yes  No
    If no, please provide _____________________________________________________

Is the Nation Provider Identifier (NPI) the same as above?  Yes  No
    If no, please provide _____________________________________________________
Is the Location Taxonomy Code the same as above? Yes  No
If no, please provide ______________________________________

Is this location a non-profit hospital? Yes  No
If yes, how many licensed beds at the location? ______________________

Location: __________________________________________________________________________

Is the Non-Profit Tax ID (EIN) the same as above? Yes  No
If no, please provide ______________________________________

Is the Nation Provider Identifier (NPI) the same as above? Yes  No
If no, please provide ______________________________________

Is the Location Taxonomy Code the same as above? Yes  No
If no, please provide ______________________________________

Is this location a non-profit hospital? Yes  No
If yes, how many licensed beds at the location? ______________________

(If you have additional sites, please add additional pages.)

Please return this completed form to KHERF at scunningham@kha-net.org.