

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
DRS Global Enterprise Solutions, Inc.
File No.: EB-IHD-18-00026451
Acct. No.: 202032080022
FRN: 0010567428; 0015935554

ORDER

Adopted: April 22, 2020

Released: April 22, 2020

By the Chief, Enforcement Bureau:

1. The Federal Communications Commission’s (Commission or FCC) rules governing the Rural Health Care (RHC) Program are vital to protecting the program and its resources from waste, fraud, and abuse. Compliance with these rules is critical to ensuring that the limited resources allocated to the RHC Program are distributed in a fair and efficient manner, and the Commission takes seriously its role in ensuring compliance with these rules. The Enforcement Bureau (Bureau) of the FCC has therefore entered into a Consent Decree to resolve its investigation into whether DRS Global Enterprise Solutions, Inc. (DRS Global) violated the Commission’s RHC Program’s rules governing the determination of rural rates. To settle this matter, DRS Global agrees to a settlement value of \$1,000,000, and will implement enhanced compliance measures. This action will help further the Commission’s goal of supporting as many health care providers as possible in delivering health care services to their rural communities.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the

1 See 47 CFR §§ 54.600-54.680 (2018). The RHC Program includes two subprograms: the Telecommunications Program (Telecom Program) and the Healthcare Connect Fund (HCF). The Telecom Program provides support for the difference between the rural and urban rates for telecommunications services. See Promoting Telehealth in Rural America, 34 FCC Rcd 7335, 7433 at para. 4; Federal-State Joint Board on Universal Service, Report and Order, 12 FCC Rcd 8776, 9111-9112 (1997). The HCF promotes the use of broadband services and the formation of health care consortia by providing a 65% discount on an array of advanced telecommunications and information services such as Internet access, dark fiber, business data, traditional Digital Subscriber lines, and private carriage services. See Promoting Telehealth in Rural America, 34 FCC Rcd 7335, 7433 at para. 4; see also Rural Healthcare Support Mechanism, Report and Order, 27 FCC Rcd 16678 (2012) (establishing the Healthcare Connect Fund). While the Consent Decree references the RHC Program generally, the apparent rule violations at issue in the Consent Decree concern the Telecom Program.

2 In August 2019, the Commission revised the rules governing the Telecom Program to simplify calculation of the rural rate, reform competitive bidding in the RHC Program, and provide more clarity regarding RHC Program procedures. The revised competitive bidding rules and gift rules take effect in funding year 2020 and the revised rural rate rules will take effect in funding year 2021. See generally Promoting Telehealth in Rural America, Report and Order, 34 FCC Rcd 7335, 7433 at para. 214 (2019). Until the revised RHC Program rules take effect, the Commission’s current rules are binding on DRS Global’s conduct. The description of the Telecom Program herein refers to the Commission’s rules in effect at the time of the Company’s actions described herein, prior to funding year 2020.

3 See 47 CFR § 54.607 (2018).

referenced investigation regarding DRS Global's compliance with the RHC Program rules.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of DRS Global's basic qualifications to hold or obtain any Commission license or authorization.<sup>4</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to the authority delegated by sections 0.111 and 0.311 of the Commission's rules,<sup>5</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be served via e-mail to Kate Krebel, Vice President, Corporate Counsel, Leonardo DRS, Inc., at [KKrebel@drs.com](mailto:KKrebel@drs.com), to Ronald Fouse, Vice President, Corporate Counsel, Leonardo DRS, Inc., at [Ronald.Fouse@drs.com](mailto:Ronald.Fouse@drs.com), and to Samuel L. Feder, Esq., Jenner & Block, LLP, counsel for DRS Global Enterprise Solutions, Inc., at [sfeder@jenner.com](mailto:sfeder@jenner.com).

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold  
Chief  
Enforcement Bureau

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<sup>4</sup> See 47 CFR § 1.93(b).

<sup>5</sup> 47 CFR §§ 0.111, 0.311.

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DRS Global Enterprise Solutions, Inc.
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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission (Bureau) and DRS Global Enterprise Solutions, Inc. (DRS Global), by their authorized representatives, hereby enter into this Consent Decree for the purposes of terminating the Bureau’s Investigation, as defined below, into whether DRS Global violated the Commission’s Rural Health Care Program (RHC Program) Rules governing the determination of rural rates.1 As set forth herein, to resolve this matter, DRS Global (a) agrees to a settlement value of \$1,000,000; and (b) agrees to implement enhanced compliance measures in connection with its participation in the RHC Program.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.2
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(d) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(e) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which DRS Global is subject by virtue of its business activities, including but not limited to the RHC Program Rules.
(f) “DRS Global” or “Company” means DRS Global Enterprise Solutions, Inc. and its predecessors in interest and successors in interest, including but not limited to DRS Technical Services, Inc.
(g) “Effective Date” means the date by which both the Bureau and DRS Global have signed the Consent Decree.
(h) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-18-00026451 regarding whether DRS Global violated the RHC Program Rules.
(i) “Parties” means DRS Global and the Bureau, each of which is a “Party.”

1 See 47 CFR §§ 54.600-54.680 (2018).

2 47 U.S.C. § 151, et seq.

- (j) “Person” shall have the same meaning defined in Section 3(39) of the Communications Act, as amended, 47 U.S.C. § 153(39).
- (k) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (l) “RHC Program Rules” means Title 47, Code of Federal Regulations, Sections 54.600-54.680, Section 254 of the Act, and Commission orders related to the provision of service in the RHC Program.
- (m) “Tanana” means Tanana Chiefs Conference, a nonprofit corporation incorporated under the laws of Alaska as Dena’ Nena’ Henash.
- (n) “USAC” means the Universal Service Administrative Company, which serves as the administrator for the federal Universal Service Fund.<sup>3</sup>
- (o) “Wide Area Network Contract” means the contract executed and entered into by DRS Global and Tanana on October 24, 2014, as a result of Form 465s filed by Tanana with USAC on or about July 22, 2014, inclusive of all amendments, modifications, and addenda to the contract, including but not limited to those amendments, modifications, and addenda dated September 28, 2015, December 7, 2015, June 20, 2016, and June 29, 2017.

## II. BACKGROUND

3. The RHC Program provides financial support to eligible rural health care providers so that all health care providers—regardless of whether they are located in rural or urban areas—can implement the modern communications systems that are vital to 21st century medical care.<sup>4</sup> The Telecommunications Program (Telecom Program) is part of the Commission’s RHC Program and is paid for through the Universal Service Fund (Fund).<sup>5</sup> Through the Telecom Program,<sup>6</sup> eligible rural health care providers can obtain rates for supported services that are no higher than the “urban rate,” defined as “a rate no higher than the highest tariffed or publicly-available rate charged to a commercial customer for a functionally similar service in any city with a population of 50,000 or more in that state . . . .”<sup>7</sup> The carrier providing the eligible service(s) must provide services at the urban rate, and is entitled to support payments from the Fund to account for the difference between the urban rate and the rural rate (the rate

<sup>3</sup> See 47 CFR § 54.701 (2018).

<sup>4</sup> See *Federal-State Joint Board on Universal Service*, Report and Order, 12 FCC Rcd 8776, 8796, para. 35 (1997); see also 47 CFR § 54.602 (2018).

<sup>5</sup> The RHC Program also includes the Healthcare Connect Fund (HCF) which provides a 65% discount on eligible expenses related to broadband connectivity to both health care providers and consortia. See generally *Rural Health Care Support Mechanism*, Report and Order, 27 FCC Rcd 16678 (2012) (*HCF Order*); see also 47 CFR §§ 54.630-649 (2018). Beginning in January 2014, rural health care providers receiving support for Internet access received support for these services through the HCF. See *HCF Order*, 27 FCC Rcd at 16819, para. 354.

<sup>6</sup> In August 2019, the Commission revised the rules governing the Telecom Program to simplify calculation of the rural rate, reform competitive bidding in the RHC Program, and provide more clarity regarding RHC Program procedures. The revised rural rate rules will not take effect until funding year 2021. See generally *Promoting Telehealth in Rural America*, Report and Order, WC Docket No.17-310, DA-19-78 (Aug. 20, 2019) at para. 214. Until the revised RHC Program rules take effect, the Commission’s current rules are binding on DRS’s conduct. See e.g., *Elimination of Main Studio Rule*, Report and Order, 32 FCC Rcd 8158, 8161 (2017) (a recent rule change does not relieve a licensee from its obligation to comply with the rule while it is in effect).

<sup>7</sup> 47 CFR §§ 54.605, 54.613 (2018). The urban rate is no greater than the rate provided for services over a distance equal to the “standard urban distance”, or “the average of the longest diameters of all cities with a population of 50,000 or more within the state.” 47 CFR § 54.605 (2018).

for telecommunications services provided to commercial customers in rural areas, which is generally higher than the urban rate).<sup>8</sup>

4. The Commission's Rules establish three, and only three, methods for a service provider to determine its rural rate. These methods must be considered in sequence based on the factual circumstances.<sup>9</sup> The first method (Method 1) must be considered if the service provider itself offers comparable services to non-health care provider customers in the same rural area.<sup>10</sup> If so, the Commission's Rules require that a service provider's rural rate must "be the average of the rates actually being charged to commercial customers, other than health care providers, for identical or similar services provided by the telecommunications carrier providing the service in the rural area in which the health care provider is located."<sup>11</sup>

5. However, where the telecommunications carrier "is not providing any identical or similar services in the rural area," the second method (Method 2) must be considered:<sup>12</sup> "[T]he rural rate shall be the average of the tariffed and other publicly available rates, not including any rates reduced by universal service programs, charged for the same or similar services in that rural area over the same distance as the eligible service by other carriers."<sup>13</sup>

6. The last and final method (Method 3) must be considered only if there are no tariffed or publicly available rates for such services in that rural area, or if the carrier reasonably determines that this method for calculating the rural rate is unfair.<sup>14</sup> In such cases, "then the carrier shall submit for the state

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<sup>8</sup> 47 CFR §§ 54.602, 54.609 (2018). See generally 47 U.S.C. § 254(h)(1)(A); *Rural Health Care Support Mechanism*, Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, 18 FCC Rcd 24546 (2003) (2003 Order and Further Notice).

<sup>9</sup> See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607 (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

<sup>10</sup> See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607(a) (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

<sup>11</sup> 47 CFR § 54.607(a) (2018). The rates averaged to calculate the rural rate must not include any rates reduced by universal service support mechanisms. *Id.* A service provider may consider its pre-discount prices for services provided to E-rate customers in determining its rural rates. See *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019) at 4.

<sup>12</sup> See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607(b) (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

<sup>13</sup> 47 CFR § 54.607(b) (2018).

<sup>14</sup> See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607(b) (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

commission's approval, for intrastate rates, or the Commission's approval, for interstate rates, a cost-based rate for the provision of the service in the most economically efficient, reasonably available manner."<sup>15</sup> Where a carrier seeks approval of a state commission for intrastate rates or the Commission for interstate rates, "a justification of the proposed rural rate, including an itemization of the costs of providing the requested service" is required.<sup>16</sup>

7. DRS Global provides telecommunications services to rural health care providers in Alaska. On or about July 22, 2014, Tanana sought bids for telecommunications services funded in large part by the RHC Program, specifically the Telecom Program. On or about August 29, 2014, DRS Global submitted a bid, which included rural rates for telecommunications services it proposed to provide to Tanana. On or about October 24, 2014, Tanana awarded a five-year contract to DRS Global as its telecommunications service provider, which included providing service to approximately twenty-seven (27) rural health care providers in connection with the RHC Program (Wide Area Network Contract).<sup>17</sup>

8. In 2018, the Bureau initiated an investigation into DRS Global's business practices in connection with its participation in the RHC Program. DRS Global used its own method, "a detailed economic analysis," to develop its rural rates. To determine the rural rates included in its bid, DRS Global estimated the amount of monthly recurring revenue it would need to receive over the lifetime of the Wide Area Network Contract in order to recover its costs, plus overhead and what it considered an acceptable rate of return. DRS Global then determined the price per circuit it would need to charge in order to achieve its revenue target based on the anticipated service requirements of each of the Tanana health care providers, and also considered the rates of its primary competitor. These steps notwithstanding, DRS Global did not develop its rates in conformance with the methodology set forth in Section 54.607 of the Commission's Rules. Although DRS Global initially failed to accurately disclose its method for calculating its rural rates to USAC and the Commission, DRS Global ultimately cooperated with the Bureau during this Investigation, and the Bureau found no evidence of bad faith on the part of DRS Global.

### III. TERMS OF AGREEMENT

9. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

10. **Jurisdiction.** For purposes of this Consent Decree, DRS Global agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

11. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that the Adopting Order and this Consent Decree shall have the same force and effect as any other order adopted by the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order. If the Bureau determines that DRS Global made any material misrepresentation or material omission relevant to the resolution of this Investigation, the Bureau retains the right to seek modification of this Consent Decree.

12. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, DRS Global agrees

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<sup>15</sup> 47 CFR § 54.607(b) (2018).

<sup>16</sup> 47 CFR § 54.607(b)(1) (2018).

<sup>17</sup> Tanana and DRS Global amended the Wide Area Network Contract on September 28, 2015 (Addendum One), December 7, 2015 (Addendum Two), June 20, 2016 (Addendum Three), and June 29, 2017 (Addendum Four).

to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, the calculation of rates in or billing pursuant to the Wide Area Network Contract, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against DRS Global concerning the matters that were the subject of the Investigation. This Consent Decree resolves all violations and all claims for repayment to the Universal Service Fund arising from the DRS Global practices described in paragraphs 7-8 of this Consent Decree. This Consent Decree does not terminate any other investigations that have been or might be conducted by other law enforcement agencies or offices.

13. **Compliance Commitment.** Within thirty (30) calendar days after the Effective Date, DRS Global shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer to ensure DRS Global complies with the Commission's Rules governing the RHC Program. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering DRS Global's compliance program relative to its participation in the RHC Program. The Compliance Officer shall have general knowledge of the Communications Laws and specific knowledge of the Commission's Rules governing the RHC Program prior to assuming his/her duties. Additionally, DRS Global shall enhance its compliance program relative to its participation in the RHC Program, including new leadership and oversight of its RHC Program-related personnel, establish further oversight of its RHC Program-related operations, add internal compliance resources, and implement annual training on FCC compliance for the RHC Program, to the extent it has not already done so.

14. **Reporting Noncompliance.** DRS Global shall report any noncompliance with the RHC Program Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that DRS Global has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that DRS Global has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Rakesh Patel, Chief, Fraud Division, Enforcement Bureau, Federal Communications Commission, Room 3-C365, 445 12<sup>th</sup> Street, SW, Washington, D.C. 20054, or his successor or designee, with a copy submitted electronically to Rakesh Patel at [rakesh.patel@fcc.gov](mailto:rakesh.patel@fcc.gov).

15. **Compliance Reports.** DRS Global shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of DRS Global's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the RHC Program Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of DRS Global, stating that the Compliance Officer has personal knowledge that DRS Global (i) has established and implemented the Compliance Plan; and (ii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 14 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Commission's Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>18</sup>

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<sup>18</sup> 47 CFR § 1.16 (2018).

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of DRS Global, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that DRS Global has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that DRS Global has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to Rakesh Patel, Chief, Fraud Division, Enforcement Bureau, Federal Communications Commission, Room 3-C365, 445 12<sup>th</sup> Street, SW, Washington, D.C. 20054, or his successor or designee, with a copy submitted electronically to Rakesh Patel at [rakesh.patel@fcc.gov](mailto:rakesh.patel@fcc.gov).

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

17. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act<sup>19</sup> against DRS Global or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by DRS Global with the Communications Laws.

18. **Settlement Amount.** DRS Global agrees to a Settlement Amount of \$1,000,000 (Settlement Amount). In furtherance of the foregoing, DRS Global agrees to the following as a final settlement of this matter:

- a. DRS Global agrees that it will not pursue any claims and/or appeals before USAC or the Commission concerning Funding Request Numbers 1728322 and 1719181, in the amount of \$772,307.
- b. DRS Global has provided a written agreement from Tanana withdrawing and releasing any and all claims and appeals concerning Funding Request Numbers 1728322 and 1719181, in the amount of \$772,307. A copy of this agreement is attached as Appendix A.
- c. DRS Global agrees not to initiate any actions or proceedings, including before any court or tribunal, seeking payments from Tanana in connection with the telecommunications services provided to Tanana in Funding Request Numbers 1728322 and 1719181.
- d. DRS Global will pay \$227,693 to the Universal Service Fund within thirty (30) calendar days of the Effective Date.
- e. Notwithstanding any language contained in, or omitted from, this Consent Decree, DRS Global agrees that it will not claim a federal or state tax deduction or any other tax benefit for any portion of the amount paid in settlement of this matter. Any breach of this condition shall obligate DRS Global to an additional payment in the amount equivalent to the tax deduction or other benefit derived by DRS Global.

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<sup>19</sup> 47 U.S.C. § 208.

- f. DRS Global shall send electronic notification of payment to Rakesh Patel, Chief, Fraud Division at [Rakesh.Patel@fcc.gov](mailto:Rakesh.Patel@fcc.gov) on the date said payment is made. Payment must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),<sup>20</sup> or by wire transfer. The Commission no longer accepts settlement payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>21</sup>
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).<sup>22</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
  - Payment by credit card must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the "Pay by Credit Card" option. Please note that there is a \$24,999.99 limit on credit card transactions.
  - Payment by ACH must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated to the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

19. **Waivers.** As of the Effective Date, DRS Global waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. DRS Global shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the

<sup>20</sup> Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

<sup>21</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

<sup>22</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>

Consent Decree or the Adopting Order, neither DRS Global nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and DRS Global shall waive any statutory right to a trial *de novo*. DRS Global hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>23</sup> relating to the matters addressed in this Consent Decree.

20. **Severability**. The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

21. **Invalidity**. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

22. **Subsequent Rule or Order**. The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which DRS Global does not expressly consent) that provision will be superseded by such Rule or Order.

23. **Successors and Assigns**. DRS Global agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

24. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws. The Consent Decree is for the benefit of the Parties only.

25. **Modifications**. This Consent Decree cannot be modified without the advance written consent of both Parties.

26. **Paragraph Headings**. The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

27. **Authorized Representative**. Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

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<sup>23</sup>See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530 (2018).

28. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

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Rosemary C. Harold  
Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Fields  
Senior Vice President and General Manager  
DRS Global Enterprise Solutions, Inc.

\_\_\_\_\_  
Date

## APPENDIX A



### MEMORANDUM OF AGREEMENT

In connection with the Consent Decree entered into between the Federal Communications Commission and DRS Global Enterprise Solutions, Inc., Tanana Chiefs Conference ("TCC") and DRS Global Enterprise Solutions, Inc. ("DRS Global") hereby agree as follows:

1. Tanana Chiefs Conference hereby agrees to withdraw any and all of its pending claims and appeals before the Universal Administrative Company (USAC) and/or the Federal Communication Commission (FCC) regarding funding request numbers 1719181 and 1728322 submitted to USAC on November 16, 2018. TCC further releases any and all claims it has asserted, could have asserted, or may assert in the future before or against USAC and/or the FCC relating to funding request numbers 1719181 and 1728322.
2. DRS Global Enterprise Solutions, Inc., on behalf of itself and its assigns, agree to fully and finally release TCC, its officers, directors, trustees, board members, employees, attorneys, agents, and assigns from any and all claims DRS Global has asserted, could have asserted, or may assert in the future relating to funding request numbers 1719181 and 1728322, including but not limited to any obligations of TCC to pay for telecommunications services provided and any other liability for work performed by DRS Global under such funding request numbers.
3. This Memorandum of Agreement contains the complete and entire agreement between the Parties and fully integrates all agreements, understandings and obligations, written or oral, between the Parties.
4. No modification to this Memorandum of Agreement shall be valid unless set forth in writing entitled "Amendment to Memorandum of Agreement" and signed by both Parties.
5. Upon signature by both Parties, this Memorandum of Agreement shall be binding upon each Party and the Party's administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each Party and the Party's administrators, representatives, executors, successors or assigns.
6. The Parties agree that this Memorandum of Agreement shall be null and void should the draft Consent Decree between DRS Global Enterprise Solutions, Inc. and the Federal Communications Commission, sent to TCC on April 7, 2020, and Final Consent Decree, not yet final as of the signing of this Memorandum of Agreement, materially change and those material changes effect any right or obligation of TCC.
7. DRS Global and its assigns shall indemnify, defend, and hold harmless TCC and its officers, directors, employees, and agents from any and all claims brought against TCC as a result of any action or inaction by DRS Global related to the terms of the final consent decree and this Memorandum of Agreement.
8. Should any provision or part of this Memorandum of Agreement be deemed invalid by a court of competent jurisdiction, the remainder shall be considered to remain effective, valid and legally binding.



9. This Memorandum of Agreement may be executed in one or more counterparts, and exchanged by facsimile or electronic transmission, each of which shall be deemed an original, with the counterparts to constitute one instrument.
10. Except as otherwise expressly stated herein, all other rights and obligations between the parties under contract "DRS-WAN-20141201" remain in full force and effect.

THEREFORE, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives effective April 13, 2020.

Accepted and Agreed

DRS Global Enterprise Solutions, Inc.

Accepted and Agreed

Tanana Chiefs Conference  
Victor Joseph  
Chief / Chairman