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Contract No: DSA 171882

COMPUTER MATCHING AGREEMENT

BETWEEN

MINNESOTA DEPARTMENT OF HUMAN SERVICES

AND

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY AND THE FEDERAL COMMUNICATIONS COMMISSION

I. INTRODUCTION

A. Agreement

This document constitutes an agreement between the Universal Service Administrative Company (USAC), the Federal Communications Commission (FCC), and the Minnesota Department of Human Services, Business Solutions Office (Department) (collectively, Parties).

The purpose of this Agreement is to comply with the Computer Matching and Privacy Protection Act of 1988 (CMPPA), Public Law 100-503, 102 Stat. 2507 (1988), which was enacted as an amendment to the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a; the Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. § 3551, *et seq.*, as amended; related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the federal Government must follow regarding use, treatment, and safeguarding of data; and Office of Management and Budget (OMB) Guidelines pertaining to privacy, information security, and computer matching. As discussed in section II.B. below, USAC has been designated by the FCC as the permanent federal Administrator of the Universal Service Funds programs, including the Lifeline program that is the subject of this Agreement.

Additionally, this Agreement sets forth the terms and conditions in which Department will share data with and permit USAC and FCC to use or disclose Protected Information, including protected health information, that the parties are legally required to safeguard pursuant to the Minnesota Data Practices Act under Minnesota Statutes, chapter 13.46, Subd. 2(a)(3), 45 C.F.R. §§ 164.512(a) and (d); and other applicable laws.

1. "Protected Information" means any information, regardless of form or format, which is or will be used by the Department or USAC and the FCC under the Agreement that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Agreement. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected

Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.

B. Information Privacy and Security.

1. **Compliance with Applicable Safeguards.**

a. State and Federal Safeguards. The parties acknowledge that the Protected Information to be shared under the terms of this Agreement will be subject to the laws, statutes, regulations, rules, and standards as cited in this agreement. The parties agree to comply with all rules, regulations and laws, including as amended or revised, applicable to the exchange, use and disclosure of data under this Agreement.

b. Statutory Amendments and Other Changes to Applicable Safeguards. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law. **Title of Matching Program**

The title of this matching program as it will be reported by the FCC and the OMB is as follows: "Computer Matching Agreement with Minnesota Department of Human Services."

D. Matching Agencies

1. Source Agency: Department
2. Recipient Agencies: FCC and USAC

II. Purpose and Legal Authorities

A. Purpose

The results generated by this Computer Matching Agreement (CMA or Agreement) will serve as one of several data points to verify eligibility of applicants to and subscribers of the federal Universal Service Fund (USF or Fund) Lifeline program using the National Lifeline Eligibility Verifier and to further the integrity of the Lifeline program. This CMA seeks to ensure that Lifeline program applicants and subscribers are eligible to receive the Lifeline benefit in 47 C.F.R. § 54.409. The federal Lifeline regulations under 47 C.F.R. §54.400 *et seq.* provide eligibility requirements, including enrollment in the Supplemental Nutrition Assistance Program (SNAP) and Medicaid. USAC seeks to use SNAP and Medicaid data for eligibility verification purposes for the federal Lifeline program.

This will be accomplished by matching specific USAC Data with the Department SNAP and Medicaid data. In doing so, and consistent with the terms of this Agreement, USAC shall transmit the Lifeline subscriber's personally identifiable information (USAC Data) to the Department and the Department shall confirm with an affirmative or negative confirmation as to whether the Lifeline subscriber is currently enrolled in SNAP or Medicaid. USAC will provide Lifeline program subscriber data, which will only include the data elements needed for the matching. The Department will utilize SNAP and

Medicaid data to provide affirmative or negative responses. USAC and the Department will exchange data using a secured, encrypted file delivery system and with all matching conducted internally. This process is explained in further detail in section IV.B. of this Agreement.

The Department and USAC agree that the information exchange shall be utilized for the purpose of verifying a qualified assistance recipient as being eligible for the federal Lifeline program, and any auditing under the Privacy Act, and/or disclose the minimum necessary data for data analysis requirements under the Privacy Act.

B. Legal Authorities

The CMPPA establishes procedural requirements for agencies to follow when engaging in computer-matching activities.

1. FCC and USAC

The FCC has designated USAC as the permanent Administrator of the federal USF support mechanisms, 47 C.F.R. §§ 54.701-717. Under the FCC's rules and the Memorandum of Understanding between the FCC and USAC (FCC MOU), USAC administers each of the USF programs consistent with Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254; Part 54 of the Code of Federal Regulations, orders, written directives, and other instructions promulgated by the FCC or its bureaus and offices and other laws as applicable. Any records USAC creates pursuant to this authority are FCC records. Because the FCC is an agency under the Privacy Act, 5 U.S.C. § 552a(a)(1), records that are part of a "system of records," as that term is defined at 5 U.S.C § 552a(a)(5), are subject to the Act.

USAC may collect and verify eligibility of Lifeline program subscriber data under 47 U.S.C. § 254, 47 C.F.R. Part 54, and *Lifeline and Link Up Reform and Modernization Order et al.*, Third Report and Order, Further Report and Order, and Order on Reconsideration, 31 FCC Rcd 3962 (2016) (the Lifeline Reform Order). The Lifeline Reform Order requires USAC to create and operate a National Lifeline Eligibility Verifier, with the oversight and supervision of the FCC's Wireline Competition Bureau (WCB) and the Office of the Managing Director (OMD). *Id.* at 4006, para. 126. As part of this effort, the Lifeline Reform Order directs USAC to work with both federal and state agencies to establish an efficient electronic subscriber certification process, including communications with other databases. *Id.* at 4011-2, paras. 135-7.

2. The Department

The Department is empowered to enter into contracts to provide services and engage such assistance as deemed necessary to carry out its mission pursuant to Minnesota Statutes §§ 15.061 and 256.01, subd. 2. The Department maintains the case records and confidential personally identifiable information (PII) and protected health information (PHI) of individual applicants and recipients for Minnesota's SNAP and Medicaid programs.

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The Department is permitted to provide private data to USAC pursuant to Minnesota Statutes § 13.46, Subd. 2(a)(3), which allows the disclosure of private data on individuals collected, maintained, used, or disseminated by the welfare system according to a statute specifically authorizing access to the private data.

The Department is permitted to provide protected health data to USAC pursuant to 45 C.F.R. §§ 164.512(a) and (d).

III. JUSTIFICATION AND EXPECTED RESULTS - COST BENEFIT ANALYSIS

A. Justification

Under the Lifeline Reform Order, the FCC has directed USAC to develop and implement the National Lifeline Eligibility Verifier (National Verifier), including the National Lifeline Eligibility Database (LED). National Verifier determines eligibility for the Lifeline program, enrolls eligible individuals into the Lifeline program, and periodically re-certifies the eligibility of such individuals. The Department administers SNAP and Medicaid, which are qualifying eligibility programs for the Lifeline program.

B. Expected Results - Cost-Benefit Analysis

Based on historical data, USAC anticipates that computer matching will verify the eligibility of Lifeline program subscribers and help prevent ineligible individuals from entering the Lifeline program. This Agreement and related processes will also reduce administrative costs for processing and provide increased protection for consumer personal information.

Approximately 10 million subscribers participate in the Lifeline program, of which approximately 61,500 subscribers qualified for Lifeline by demonstrating receipt of federal SNAP or Medicaid benefits provided through the Department. At this time, subscriber eligibility based on federal SNAP and Medicaid benefits provided through the Department are verified manually by the service providers who participate in the Lifeline program. Going forward, this responsibility will be transferred to USAC as the National Verifier, and performed through an automated and streamlined process. Under the manual process, USAC estimates it costs service providers approximately $5 per subscriber to perform enrollment and recertification functions each year. Without the automated computer matching process, the cost of this manual review would shift from the service providers to USAC and would be funded by the federal Fund.

Once the National Verifier is developed and operating at full capacity utilizing computer matching processes with the Department and other federal and state agencies, USAC estimates that the cost to enroll and recertify will be reduced to approximately $1 per subscriber where automated verification is enabled. This results in annual savings of approximately $360,000 specifically related to the 61,500 subscribers who qualified for Lifeline by demonstrating receipt of federal SNAP and Medicaid benefits provided through the Department. Given that many other subscribers likely could have used

receipt of federal SNAP or Medicaid benefits as a qualifying criterion rather than another program, this has the potential to create annual savings across the full Lifeline population of up to approximately $30 million per year.

IV. DESCRIPTION OF THE DATA TO BE EXCHANGED

A. Systems of Records and Estimated Number of Records Involved

FCC and USAC

The USAC records shared as part of this CMA reside within the FCC's Lifeline system of records that the FCC has designated as FCC/WCB-1. On August 15, 2017, the FCC published a revision to the notice of this system of records that added routine uses permitting the disclosure of data for the purpose of this Agreement. 82 Fed.Reg. 38686 (Aug. 15, 2017).

Records Estimate

The estimated number of records is subject to the number of individuals who apply and recertify eligibility for Lifeline program services. Approximately 90,500 new subscribers are vetted through the eligibility process each year. Approximately 61,500 subscribers will be recertified annually.

B. Description of the Match

The match will be based on the following list of data elements: Last name, first name, last four digits of social security number (SSN), and date of birth (DOB). The Department will match the USAC Data elements to its SNAP and Medicaid data. There are two scenarios for the Department match process, which will be returned to USAC as a binary yes/no response. The scenarios are:

1. Positive Department match – The Department finds a match in its respective system for the USAC Data provided.
2. No Department match – The Department finds no match in its respective system for the USAC Data provided

C. Projected Starting and Completion Dates

As described in greater detail in section XVI, this Agreement will take effect thirty (30) days from the date copies of this signed Agreement are sent to both Houses of Congress or, after providing thirty (30) days advance notice to the OMB and Congress, thirty (30) days from the date the Computer Matching Notice is published in the Federal Register, whichever is later, depending on whether comments are received which would cause a contrary determination (Commencement Date). As the federal agency that directs USAC, the FCC will:

1. Transmit this Agreement to Congress;

2. Provide advance notice to OMB and the appropriate Congressional committees;
3. Publish the Computer Matching Notice in the Federal Register; and
4. Address public comments that may result from publication in the Federal Register.

V. NOTICE PROCEDURES

The Privacy Act requires Agreements to specify procedures for notifying applicants/recipients at time of registration and other periodic notice as directed by the Data Integrity Board (DIB) of such Party (subject to guidance provided by the Director of OMB) to applicants for and recipients of financial assistance or payments under federal benefit programs.

As previously noted in section IV.A. of this Agreement, FCC has published an amended system of record notice for the Lifeline system of records on August 15, 2017. *See* 82 Fed. Reg. 38686 (Aug. 15, 2017). As described in section IV.C. of this Agreement, the FCC will also publish a Matching Notice in the Federal Register to publicly disclose the establishment of this program. USAC and the FCC will make a copy of this Agreement available to the public upon request and will provide a link to this Agreement on their Privacy Program Page of their respective websites.

VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. General

The Parties acknowledge and agree that this matching program is not the sole basis through which a beneficiary's eligibility for the Lifeline program may be determined. The Privacy Act requires that each agreement specify procedures for verifying information produced in the matching program as required by 5 U.S.C. § 552a(p). This subsection requires agencies to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings before an adverse action is taken against the individual because of the information. Subsequent amendments and regulations allow for an agency to authorize a waiver of independent verification procedures when it finds high confidence in the accuracy of the data. *See* OMB, Final Guidance Interpreting the Provisions of P.L.100-503, the Computer Matching and Privacy Protection Act", 54 Fed. Reg. 25818, 25827-7 (June 19, 1989) (OMB CMPPA Guidance).

B. Verification Procedures

1. USAC will be responsible for ensuring that USAC data is current and accurate when it is provided to Department.

2. The Department will be responsible for ensuring that Department data is current and accurate when it is provided to USAC.

3. Authorized users may not deny, terminate, or make a final decision of any benefit to an individual or take other adverse action against such individual solely as the result of the information produced by this matching program until an officer or employee of such Party has independently verified such information.

4. This independent verification includes: (1) comparing automated data with manual files to verify applicant or subscriber identification, and (2) analyzing the confirmed information.

5. Denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the benefit information in the Department systems.

C. Notice and Opportunity to Contest

USAC will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or subscriber to Lifeline benefits solely based on data disclosed from the Department records until the individual is notified in writing of the potential adverse action, and provided an opportunity to contest the planned action. "Adverse action" means any action resulting in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit.

USAC agrees to provide such notices in writing, and that such notice will:

1. Inform the individual of the match findings and the opportunity to contest these findings;

2. Give the individual an opportunity to submit, within 30 days, to USAC, documentation to contest the findings and proposed actions prior to making a final determination. The time to contest begins on the date on which notice is mailed or otherwise provided to the individual to respond; and

3. Clearly state that, unless the individual responds to the notice in the required time period, USAC will conclude that the matched data is correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

To enable rapid response and resolution, authorized USAC database users will be provided USAC telephone numbers to call if a dispute occurs. USAC will respond to these calls when reasonably possible, and when requested, in writing.

Individual Privacy Rights. USAC shall ensure individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. Complaints. USAC shall work cooperatively with Department to resolve complaints received from an individual; from an authorized representative; or from a state, federal, or other health oversight agency.

2. Amendments to Protected Information Requested by Data Subject Generally. Within ten (10) business days, USAC must forward to Department any request to make any amendment(s) to Protected Information in order for Department to satisfy its obligations under Minn. Stat. § 13.04, subd. 4.

VII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

A. USAC will retain data it receives from the Department under this Agreement only to the extent required for FCC auditing requirements and will then destroy all such data according to the proper records retention schedule.

B. The Department will retain data it receives from USAC under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data, and will then destroy all such data.

C. An exception will apply if the information is required for evidentiary reasons, in which case, the information will be destroyed upon completion of the criminal, civil, or administrative actions and cases.

D. Any paper-based documentation used to determine whether a record was matched in the other Party's system and any documentation prepared for, provided to, or used to determine final benefit status will be destroyed by shredding, burning or electronic erasure of the information according to proper records retention schedule. Other identifiable records that may be created by each Party during the investigation will be destroyed as soon as they have served the matching program's purpose under records retention requirements established with the National Archives and Records Administration (NARA) or under state law. Destruction will be by shredding, burning or electronic erasure.

E. Security Audits and Remediation. USAC and FCC shall conduct audits necessary to ensure compliance with all Applicable Safeguards and the terms of this Agreement.

1. USAC and FCC represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under this Agreement, including, as applicable, all data centers and cloud computing or hosting services under contract with USAC and FCC. USAC and FCC will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Agreement.

2. If requested by the Department, USAC and FCC will provide written status updates to the Department on the security audit required above, to the extent permitted by applicable law. The notification will be deemed confidential

security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, subd. 1(a) and 2(a).

VIII. SECURITY PROCEDURES

USAC and the Department agree to these information security procedures:

A. Administrative Safeguards

USAC and the Department will comply with the existing and future requirements set forth by the Privacy Act (5 U.S.C. § 552a(o)), FISMA, 44 U.S.C. §§ 3551-3559, related OMB circulars and memoranda such as Circular A-130, Managing Federal Information as a Strategic Resource (July 28, 2016), and NIST directives, including any amendments published after the effective date of this Agreement. These laws, directives, and regulations include requirements for safeguarding federal information systems and personally identifiable information used in business processes, and related reporting requirements. Specifically, FISMA requirements apply to all federal contractors, organizations, or entities that possess or use federal information, or that operate, use, or have access to federal information systems on behalf of an agency.

USAC and the Department will restrict access to the data matched and to any data created by the match to only those authorized employees, contractors and officials who need it to perform their official duties for the uses of the data authorized in this Agreement. USAC and the Department will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

B. Technical Safeguards

1. USAC and the Department will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel to protect the confidentiality of the data, so unauthorized persons cannot retrieve any data by computer, remote terminal, or other means.

2. Systems personnel will have to enter personal identification numbers when accessing data on the agencies' systems. USAC and the Department will strictly limit authorization to these electronic data areas necessary for the authorized user to perform their official duties. All data in transit will be encrypted using algorithms that meet the requirements of the Federal Information Processing Standard (FIPS) Publication 140-2.

3. Authorized system users will be identified by User ID and password, and individually tracked to safeguard against the unauthorized access and use of the system. System logs of all user actions will be saved, tracked and monitored periodically.

4. USAC will transmit data to the Department via encrypted secure file delivery system. For each request, a response will be sent back to USAC to indicate success or failure of transmission.

C. Physical Safeguards

USAC and the Department agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes (passwords or public key infrastructure (PKI)) to restrict access. Those records will be maintained under conditions that restrict access to persons who need them for official duties related to the matching process. The user's supervisor will ensure that USAC or the Department are notified when a user has departed or duties have changed so the user no longer needs access to the system, to ensure timely deletion of the user's account and password.

D. On-Site Inspections

USAC and the Department may make on-site inspections of each other's recordkeeping and security practices, or make provisions beyond those in this Agreement to ensure adequate safeguarding of records exchanged.

IX. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

A. USAC and the Department agree to report and track incidents in accordance with the most current Department of Homeland Security and United States Computer Emergency Readiness Team (US-CERT) guidelines. Upon detection of an incident related to this interconnection, the Party experiencing the incident will promptly notify the other Party's System Security Contact(s) named below:

- USAC will promptly notify soc@state.mn.us and by phone at (651) 201-1281 and the following contacts at the Department simultaneously:
  - Information Security Director, MNIT, Office of Information Security Chris Luhman, 651-431-2850.
  - Office of Compliance Director, DHS, Internal Audits Office, Gary Johnson, 651-431-3623.

- The Department will promptly notify incident@usac.org and the following contacts at USAC simultaneously:
  - USAC Privacy Officer, Lawrence Schecker, (202) 263-1646
  - USAC Security Operations Manager, Corey Lutz, (202) 772-4511
  - And email to incident@usac.org.

- As soon as possible after notifying the Department of an incident, or receiving notification of an incident from the Department, USAC will report the incident to FCC's Network Security Operations Center (NSOC) at NSOC@fcc.gov or (202) 418-4011 within one (1) hour of notification.

B. If the Party experiencing the incident cannot speak with the other Party's System Security Contacts within one (1) hour, or if contacting the System Security Contact is not practical (e.g., outside of normal business hours), then this contact information shall be used:

- USAC Security Operations Manager, Corey Lutz, (202) 772-4511 and email to incident@usac.org.
- Office of Compliance Director, DHS, Internal Audits Office, Gary Johnson, 651-431-3623

C. If either USAC or the Department experience a loss of data provided under this Agreement, the Party that experienced the loss incident will also comply with the PII breach reporting and security requirements set forth by OMB M-17-12, "Preparing and Responding to a Breach of Personally Identifiable Information" (January 3, 2017), and the Department will comply with Minn. Stat. §§ 13.05 and 13.055.

D. USAC and the Department agree to notify all the Security Contact(s) named in this Agreement as soon as possible, but no later than one (1) hour, after the discovery of a breach (or suspected breach) involving PII. USAC and the Department have a responsibility to notify individual data subjects of data breach or suspected data breach, and, will work to mutually agree upon the notice to individual data subjects. The Party that experienced the incident will also be responsible for following its internal established procedures, including:

- Notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT), the Information Systems Security Officers (ISSOs), and other contacts listed in this document);

- Conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss; and

- Providing such notice and credit monitoring at no cost to the other Party, if the analysis conducted by the Party having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.

E. In the event of any incident arising from or in connection with this Agreement, each Party will be responsible only for costs and/or litigation arising from a breach of the Party's own systems; USAC is responsible only for costs and litigation associated with breaches to USAC systems and the Department is responsible only for breaches associated with the Department systems.

USAC and the FCC shall not be liable to the Department or to any third person for any cause of action arising from the possession, control, or use by the Department of applicant or subscriber PII, or for any loss, claim, damage or liability, of whatever kind or

nature, which may arise from or in connection with this Agreement or using applicant or subscriber PII.

The Department shall not be liable to USAC or to any third person for any cause of action arising from the possession, control, or use by USAC of applicant or subscriber PII, or for any loss, claim, damage or liability, of whatever kind or nature, which may arise from or in connection with this Agreement or using applicant or subscriber PII.

Nothing in this section shall be construed as a waiver of sovereign immunity against suits by third persons.

X. RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

USAC and the Department agree to these restrictions on use, duplication, and disclosure of information furnished by the other Party:

A. Absent additional statutory authorization, the records obtained for the administration of this matching program, and under this Agreement, will be used to match for the purposes stated under this Agreement and for no other purpose. Unless compelled to do so by law or regulation, USAC and the Department will not use the data derivatively, or disclose the data internally or externally, without the written consent of all Parties to this Agreement. Information about "non-matching" individuals will not be used or disclosed by either Party for any purpose outside of this agreement and shall be destroyed or returned to the respective Party.

B. Records obtained for this matching program or created by the match will not be disclosed outside the Party except as may be essential to conduct the matching program, or as may be permissible or required by law. Each Party will obtain the permission of the other Party before making such disclosure.

C. Data or information exchanged will not be duplicated unless essential to the conduct of the matching program (e.g., should the original file become damaged or for back-up contingency purposes) or compelled by law or regulation. All stipulations in this Agreement will apply to any duplication.

D. USAC and the Department will not duplicate or create a separate file comprising information regarding those individuals involved in the specific matching programs except as necessary to monitor the results of the matching program.

E. Each Party will keep an accounting of disclosure from an individual's record as required by 5 U.S.C. § 552a(c) and will make the accounting available upon request by the individual or other Party.

F. USAC and the Department employees, contractors, and agents who access, use, or disclose the Department and/or USAC data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions under applicable federal statutes.

G. The restrictions listed above in this section do not apply to data, information and reports that USAC is required to submit to the FCC to allow the FCC to carry out its oversight duties, including but not limited to, the National Verifier Annual Report required by the Lifeline Reform Order, 31 FCC Rcd. at 4021, para. 160.

XI. RECORDS ACCURACY ASSESSMENTS

USAC and the Department attest that the quality of the specific records to be used in this matching program is assessed to be at least 99 percent accurate.

XII. COMPTROLLER GENERAL ACCESS

The Parties authorize the Comptroller General of the United States (the Government Accountability Office), upon request, to have access to all USAC and the Department records necessary to monitor or verify compliance with this matching agreement, in accordance with 5 U.S.C. § 552a(o)(l)(K). This Agreement also authorizes the Comptroller General to inspect any records used in the matching process covered by this matching agreement under 31 U.S.C. § 717 and 5 U.S.C. § 552a(b)(10).

XIII. INSPECTOR GENERAL ACCESS

By agreeing to this Agreement, the Department and USAC authorize the FCC Office of Inspector General to use results from the data match conducted under this matching program for investigation, audits or evaluation matters under the Inspector General Act of 1978, as amended.

XIV. REPORT TO CONGRESS

When the FCC's DIB has approved this Agreement, FCC will submit copies of it to the appropriate Committees of Congress for review, as required by 5 U.S.C. § 552a(o)(2)(A)(i).

XV. EXPENSES OF EACH PARTY

The Parties agree and acknowledge that the the Department offers the matching service described in section IV above without charge to government agencies and other entities engaged in providing services to residents of Minnesota. Because the Lifeline program is engaged in providing access to telephone and broadband services to residents of Minnesota, the Department is providing the matching service described in section IV above to USAC without charge.

Each Party will be responsible for all other expenses it may incur in connection with the preparation, negotiation, and execution of this Agreement and performance of the

activities described in this agreement, and no party shall be liable to any other party for such expenses.

This Agreement is not a basis for the transfer of funds. To the extent that future activities conducted under this Agreement would require the obligation of funds and/or reimbursement of one or more of the Parties, a separate agreement would be executed as appropriate.

XVI. DURATION OF AGREEMENT

A. Effective Date of the Agreement

This Agreement shall become effective, and matching may commence, under this Agreement on the later of these dates:

- Thirty (30) days after OMB and the appropriate Congressional committees have received advance notice of the matching program described in this CMA, and a subsequent thirty (30) days after the notice has been published in the Federal Register, in accordance with 5 U.S.C. § 552a(r) and OMB Circular No. A-108, or

- Thirty (30) days after a copy of this CMA is transmitted simultaneously to the Committee on Homeland Security and Governmental Affairs of the Senate, the Committee on Oversight and Government Reform of the U.S. House of Representatives, in accordance with 5 U.S.C. § 552a(o)(2)(A)(i).

The Parties to this Agreement may assume OMB and Congressional concurrence if no comments are received within thirty (30) days of the transmittal letter of the Report of the Matching Program. The parties may assume public concurrence if no comment is received within thirty (30) days of the publication of the Notice of Matching Program. USAC will provide written notice to the Department of the effective date for the Agreement. This Agreement shall remain in effect for a period not to exceed eighteen (18) months.

B. Renewal of the Agreement

This Agreement may be extended for one twelve (12) month period upon mutual written agreement by both Parties, if the renewal occurs within three (3) months of the expiration date of this Agreement. Renewals are subject to the requirements of the Privacy Act, including certification by the Parties to the responsible DIB (as described in section XVI of this Agreement) that:

- The matching program will be conducted without change, and
- The matching program has been conducted in compliance with the original Agreement under 5 U.S.C. §552a(o)(2)(D).

C. Termination of the Agreement

This Agreement shall terminate when the purpose of the computer match has been accomplished, or after eighteen (18) months from the effective date of the Agreement with written notice from either party (whichever comes first). This Agreement may also be terminated, nullified, or voided by either USAC or the Department with written notice, if:

- Either Party violates the terms of this Agreement; or
- USAC or the Department or their authorized users misuse improperly handle the data provided by the other party; or
- The Parties mutually agree to terminate this Agreement prior to its expiration after 18 months; or
- Either Party provides the other with thirty (30) days written notice.

XVII. DATA INTEGRITY BOARD REVIEW/APPROVAL

The FCC's DIB will review and approve this Agreement prior to implementing this matching program. Disapproval by the DIB may be appealed in accordance with the procedures set out in 5 U.S.C. § 552a(u)(5). Further, the FCC's DIB will perform an annual review of this matching program. USAC agrees to notify the Chair of the FCC DIB of any changes to or termination of this Agreement.

This Agreement may be modified only by mutual written consent of the Parties and approval of the FCC DIB. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in the OMB CMPPA Guidance.

XVIII. POINTS OF CONTACT

DEPARTMENT
Lisa Barnidge
Enterprise Data Manager
Minnesota Department of Human Services
540 Cedar St.
St. Paul, MN 55101
Tel: 651-431-3668
Email: lisa.barnidge@state.mn.us

USAC
James Lee
Acting Vice President, Lifeline
USAC
700 12th Street, NW, Suite 900
Washington, DC 20005
Tel.: 202-772-5251
Email: james.lee@usac.org

XIX. ADDITIONAL PROVISIONS.

A. **Documentation Required.** Any documentation required by this Agreement, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by USAC and FCC, or of other matters pertinent to the execution of this

Agreement, must be securely maintained and retained by USAC and FCC for a period of six years from the date of expiration or termination of this Agreement, or longer if required by applicable law, after which the documentation must be disposed of consistent with section VII of this Agreement.

B. **Survival of Terms.** The rights and obligations of the parties under this Agreement shall survive the termination of this Agreement for as long as USAC and FCC or its subcontractors and agents are in possession of Protected Information received from or collected, created, used, maintained, or disclosed on behalf of the Department. The duties and obligations of USAC and FCC in section VII shall survive termination of this Agreement.

XX. APPROVALS AND SIGNATURES

FEDERAL COMMUNICATIONS COMMISSION (FCC)

The signatories below warrant and represent that they have the competent authority to approve the model of this Computer Matching Agreement, and enter into the obligations set forth in this Agreement, on behalf of the FCC.

Mark Stephens

Digitally signed by Mark Stephens
Date: 2020.08.12 21:22:05 -04'00'

Mark Stephens
Managing Director
FCC

Date

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC)

The signatories below warrant and represent that they have the competent authority to approve the model of this Computer Matching Agreement, and enter into the obligations set forth in this Agreement, on behalf of USAC.

DocuSigned by:
James Lee
C91F262DDB144BD...

6/30/2020

James Lee
Acting Vice President, Lifeline
USAC

Date

MINNESOTA DEPARTMENT OF HUMAN SERVICES (DEPARMENT)

The signatories below warrant and represent that they have the competent authority to approve the model of this Computer Matching Agreement, and enter into the obligations set forth in this Agreement, on behalf of the Department.

DocuSigned by:
E338517A7B0D415...

6/30/2020

Charles Johnson
Deputy Commissioner
Minnesota Department of Human Services

Date

FCC'S DATA INTEGRITY BOARD

DocuSign Envelope ID: 48EF6A52-AF42-4B06-AD85-77265D73EE30

FCC's Data Integrity Board has reviewed this Computer Matching Agreement and has found it to comply with the Privacy Act of 1974, as amended by the Computer Matching Privacy and Protection Act of 1988 (Pub. L. 100-503) and the Computer and Matching and Privacy Protections Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):

Margaret Drake
Chairperson, Data Integrity Board
Federal Communications Commission

August 5, 2020
Date