

COMPUTER MATCHING AGREEMENT

BETWEEN

WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES,
ECONOMIC SERVICES ADMINISTRATION

AND

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY AND THE FEDERAL
COMMUNICATIONS COMMISSION

I. INTRODUCTION

This document constitutes an agreement between the Universal Service Administrative Company (USAC), the Federal Communications Commission (FCC), and the Washington State Department of Social and Health Services (DSHS), Economic Services Administration (ESA) (each individually, a Party, and 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 Modernization Act of 2014 (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 Fund programs, including the Lifeline program (Lifeline) that is covered by this Agreement. Lifeline is a federal program administered by USAC that provides a discount on phone or broadband services for qualifying low-income consumers.

USAC also has been designated by the FCC as the administrator of the federal Affordable Connectivity Program (ACP), which uses qualification for Lifeline as an eligibility criterion. The ACP is a federal program administered by USAC on behalf of the FCC that reimburses participating broadband providers for discounted service and connected devices provided to qualifying households. The Parties acknowledge that the FCC may designate USAC as the administrator of other Federal programs in the future that also use qualification for Lifeline as an eligibility criterion.

A. Title of Matching Program

The title of this matching program as it will be reported by the FCC and the OMB is as follows: “Lifeline and Other Federal Connectivity Benefit Programs Computer Matching

Agreement with Washington State Department of Social and Health Services, Economic Services Administration.”

B. Matching Agencies

1. Source Agency: DSHS
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 (National 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.

The results generated by this Agreement will also serve as one of several data points to verify eligibility of applicants to and subscribers of the ACP or other Federal programs that use qualification for Lifeline as an eligibility criterion (collectively, along with the Lifeline program, referenced herein as the Federal Connectivity Benefit (FCB) programs) using the National Verifier and to further the integrity of the FCB programs. The National Verifier is a system using both electronic and manual methods to make eligibility determinations and perform a variety of other functions necessary to enroll eligible subscribers into the FCB programs.

This CMA seeks to use SNAP and Medicaid data for eligibility purposes to ensure that applicants to and subscribers in FCB programs are eligible to receive the FCB benefits provided for by statute. This will be accomplished by matching specific USAC Data with DSHS SNAP and Medicaid data. In doing so, and consistent with the terms of this Agreement, USAC shall transmit the FCB program applicant’s personally identifiable information (USAC Data) to DSHS, and DSHS shall transmit an affirmative or negative confirmation as to whether the FCB program applicant is currently enrolled in SNAP or Medicaid. USAC and DSHS will exchange and match data internally using a secured file delivery system. This process is explained in further detail in section IV.B. of this Agreement.

DSHS 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 FCB programs, and any auditing and/or data analysis requirements under the Privacy Act or other legal authority.

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 Administrator of federal support mechanisms, 47 C.F.R. §§ 54.701-717. Under the FCC's rules and the Memorandum of Understanding between the FCC and USAC, 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. Under the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182, as amended by the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 429, and pursuant to the Memorandum of Understanding between the FCC and USAC, USAC administers the ACP consistent with the FCC's rules contained in 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 Privacy Act.

USAC may collect and verify eligibility of FCB program subscriber data under the statutory authorities cited above and applicable FCC orders, rules and regulations, including *Lifeline and Link Up Reform and Modernization 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 the National Verifier, with the oversight and supervision of the FCC's Wireline Competition Bureau and the Office of the Managing Director. *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.

USAC obtains and retains the electronic or written consent of the FCB subscriber to collect, use, share, and retain the subscriber's personal information (as entered directly by the subscriber through the National Verifier web-based portal or as provided by the subscriber on a written application for FCB benefits) to determine the subscriber's eligibility for FCB program benefits, including disclosure to federal and state government agencies for eligibility verification assistance purposes. USAC and the FCC are authorized to receive enrollment information about SNAP and/or Medicaid beneficiaries for the purpose of determining subscribers' eligibility for FCB benefits. Specifically, the U.S. Department of Agriculture (USDA) has determined that SNAP state agencies may disclose certain SNAP recipient information to persons directly connected with the administration or enforcement of the Lifeline program (i.e., USAC) for the purpose of verifying whether an applicant consumer qualifies for the Lifeline program, and, by extension, the other FCB programs (Section

11(e)(8)(A) of the Food and Nutrition Act (7 U.S.C. § 2020(e)(8)(a))). *See* Letter from Julie A. Veach, Chief, Wireline Competition Bureau, Federal Communications Commission, and Audrey Rowe, Administrator, Food and Nutrition Service, U.S. Department of Agriculture, to Regional Directors, Supplemental Nutrition Assistance Program (June 13, 2014). In addition, the FCC also has determined that it is a Healthcare Oversight Agency under 45 C.F.R. § 164.512(d)(1)(ii) for health oversight activities authorized by law for government benefit programs for which health information is relevant to beneficiary eligibility. *See Implementation of the Twenty-First Century Communications and Video Accessibility Act of 2010, et al.*, CG Docket No. 10-20, Report and Order, 31 FCC Rcd 9178, 9261-63, paras. 194-198 (2016).

2. DSHS

DSHS administers the SNAP program pursuant to 7 U.S. Code Chapter 51 and maintains Medicaid records under Title XIX of the Social Security Act on behalf of the Health Care Authority. DSHS is responsible for the administration of public assistance programs pursuant to Revised Code of Washington (RCW) 74.04.050. DSHS maintains the case records and confidential personally identifiable information (PII) of individual applicants and recipients for SNAP and Medicaid and will not release any information from a recipient's case record beyond the binary yes/no response described in section IV.B. of this Agreement.

III. JUSTIFICATION AND EXPECTED RESULTS - COST BENEFIT ANALYSIS

A. Justification

The FCC has directed USAC to develop and implement the National Verifier, including the National Lifeline Eligibility Database. The National Verifier determines eligibility for the Lifeline program and periodically recertifies the eligibility of such individuals. The National Verifier also will be used to determine subscriber eligibility for other FCB programs and may be used to periodically recertify the eligibility of such individuals as well. DSHS administers SNAP and Medicaid, which are qualifying eligibility criteria for all FCB programs.

Note: At the date of signing, the ACP and Lifeline programs are the only active FCB programs. Any future additions to the universe of FCB programs will require USAC to notify ESA/DSHS in writing prior to using the National Verifier to verify eligibility for such future programs; provided, however, such advance written notification will not be required in the case of: (1) an extension of the ACP; or (2) a specifically designated successor program to the ACP.

B. Expected Results - Cost-Benefit Analysis

USAC anticipates that computer matching will verify the eligibility of FCB program subscribers and help prevent ineligible individuals from entering FCB programs. This Agreement and the automatic FCB program eligibility processes described herein will also reduce administrative costs for processing and provide increased protection for consumer personal information.

The Lifeline specific costs and benefits are as follows:

NEW NATIONAL VERIFIER APPLICATIONS

Washington consumers submit an average of 22,095 Lifeline applications per month, according to National Verifier application data for a recent 3-month period in 2021. Based on 2020 American Community Survey (ACS) data that USAC uses to estimate the number of households eligible for the Lifeline benefit, USAC expects as many as 55% of households eligible for Lifeline in Washington to automatically prove eligibility via National Verifier connections with the federal Centers for Medicare & Medicaid Services (CMS) and Department of Housing and Urban Development (HUD) databases. Based on 2020 ACS data, USAC expects an additional 20% of households eligible for Lifeline in Washington whose eligibility cannot be confirmed through the available federal databases to be able to automatically prove eligibility via a connection to the state's SNAP and Medicaid databases due to their participation in SNAP and Medicaid. Thus, on a monthly basis, approximately 4,419 (20% of 22,095) Washington consumers may be able to automatically prove eligibility via the state SNAP and Medicaid databases and would not be required to submit paper documentation for National Verifier manual review. At the cost of \$3 per application, the manual review process results in a monthly cost of \$13,257 and an annual cost of \$159,084 to the Lifeline program. There are no incremental costs for automated database checks.

The connection to Washington's SNAP and Medicaid databases would thus enable the National Verifier to avoid an estimated \$159,084 in annual costs to the Lifeline program as a result of automated eligibility verification for new applications that would otherwise require manual review. There will be additional cost savings from avoiding manual reviews for the ACP and any future FCB programs, although it is uncertain at this time exactly how many eligibility checks will be conducted for those programs.

RECERTIFICATION NATIONAL VERIFIER APPLICATIONS

Approximately 62,039 Washington subscribers undergo the eligibility recertification process on an annual basis, according to recent 2021 National Lifeline Accountability Database (NLAD) data. Based on 2020 ACS data that USAC uses to estimate the number of households eligible for the Lifeline benefit, USAC expects as many as 55% of households eligible for Lifeline in Washington to automatically prove eligibility via National Verifier connections with the federal CMS and HUD databases. Based on 2020 ACS data, USAC expects an additional 20% of households eligible for Lifeline in Washington whose eligibility cannot be confirmed through the available federal databases to be able to automatically prove eligibility via a connection to the state's SNAP and Medicaid databases due to their participation in SNAP and Medicaid. Thus, on an annual basis, approximately 12,408 (20% of 62,039) Washington subscribers may be able to automatically prove eligibility at recertification via the state SNAP and Medicaid connections and would not be required to submit paper documentation for National Verifier manual review or self-certification. At the cost of \$3 per application, manual review of recertification applications results in an annual cost of \$37,223 to the Lifeline program. There are no incremental costs for automated database checks.

The connection to Washington’s SNAP and Medicaid databases would thus enable the National Verifier to avoid an estimated \$37,223 in annual costs to the Lifeline program as a result of automated eligibility verification for recertification applications that would otherwise require manual review. In total, the connection to Washington’s SNAP and Medicaid databases would enable the National Verifier to avoid an estimated \$196,307 in annual costs to the Lifeline program based on electronic eligibility determinations for both new applications and required recertifications. There will be additional cost savings from avoiding manual reviews for the ACP and any future FCB programs, although it is uncertain at this time exactly how many eligibility checks will be conducted for those programs.

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 following:

- The FCC’s Lifeline system of records that the FCC has designated as FCC/WCB-1 published in the Federal Register on February 25, 2021 (86 FR 11526). Routine Use No. 18 supports the FCC’s disclosures under this Agreement.
- The FCC’s ACP system of records that the FCC has designated as FCC/WCB-3, published in the Federal Register on December 16, 2021 (86 FR 71494). Routine Use No. 3 supports the FCC’s disclosures under this Agreement.

The FCC will develop and publish, on its website, system of records notices for any additional FCB programs established by statute.

Records Estimate

The estimated number of records is subject to the number of individuals who apply for FCB program services, and, in the case of Lifeline and the ACP, who recertify eligibility for those services.

In the case of Lifeline, approximately 265,140 new consumers are vetted through the eligibility process each year. Approximately 62,039 subscribers will be recertified annually.

B. Description of the Match

The match will be based on the following list of data elements provided by USAC: full last name, full first name, date of birth, and last four digits of Social Security Number. DSHS will match the USAC Data elements to its SNAP and Medicaid data. There are two (2) scenarios for the DSHS match process, which will be returned to USAC as a binary yes/no response. DSHS will not release any other information from the SNAP or Medicaid recipient’s records. The scenarios are:

1. Positive DSHS match – DSHS finds a match in its respective system for the USAC Data provided.
2. No DSHS match – DSHS 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, unless provided for otherwise by statute, the Effective Date of this Agreement will be thirty (30) days after the FCC has published notice of the matching program in the Federal Register (FR), provided that the FCC has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108 (Commencement Date). As the federal agency that directs USAC, the FCC shall:

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.

At the time individuals apply for FCB benefits or recertify their benefits, the FCC and USAC provide them direct notice (through a Privacy Act notice and other notices provided during the process) that their personal information may be used in a matching program. *See e.g.*, FCC Form 5629, Lifeline Program Application Form, OMB Control No. 3060-0819 and FCC Form 5630, Lifeline Program Annual Recertification Form, OMB Control No. 3060-0819. In addition, the system of records notices pertaining to the Lifeline program and the ACP and described above in section IV.A provide constructive notice that personal information in the Lifeline and ACP systems may be shared for matching purposes.

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 the 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 an FCB 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 DSHS.
2. DSHS will be responsible for ensuring that DSHS data provided with respect to the eligibility determination is current and accurate when it is provided to USAC.
3. Authorized users of the National Verifier system acting on behalf of the FCC or USAC 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 FCB benefits will not be predicated on the result of an initial match between systems. Denial of FCB benefits will be made only after a federal employee or designated contractor validates the initial match result by reference to other data sources.

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 FCB benefits solely based on the response received from DSHS until a federal employee or designated contractor notifies the individual in writing of the potential adverse action and provides 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 notices 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 thirty (30) days, to USAC, documentation to contest the findings and proposed actions prior to USAC 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, individuals applying for or subscribing to FCB benefits 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.

VII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

- A.** USAC will retain data it receives from DSHS 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.** DSHS 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.

VIII. SECURITY PROCEDURES

USAC and DSHS agree to these information security procedures:

A. Administrative Safeguards

USAC and DSHS 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 DSHS 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 DSHS 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 DSHS 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. USAC and DSHS 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 or 140-3 (when applicable).
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 DSHS 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 DSHS agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes 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 DSHS 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.

IX. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

- A.** FISMA defines "incident" as "an occurrence that (A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies."
- B.** USAC and DSHS agree to report and track incidents in accordance with the most current version of Department of Homeland Security and the 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 these contacts at DSHS simultaneously:
 - ESA Privacy Officer Angel Vasilev: angel.vasilev@dshs.wa.gov
 - Technical contact Sara Tang: sara.tang@dshs.wa.gov
 - DSHS will promptly notify incident@usac.org and the following contacts at USAC simultaneously:
 - USAC Privacy Officer, Larry Schecker: (202) 263-1646
 - USAC Chief Information Security Officer, Jeremy Hayes: (202) 916-3584
 - As soon as possible after notifying DSHS of an incident, or receiving notification of an incident from DSHS, USAC will report the incident to the FCC's Network Security Operations Center (NSOC) at NSOC@fcc.gov or (202) 418-4011 within one (1) hour of notification.
- C.** 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 Chief Information Security Officer, Jeremy Hayes: (202) 916-3584
 - ESA Risk Manager Barbara Parry: (360) 725-4368; barbara.parry@dshs.wa.gov
- D.** If either USAC or DSHS experiences a loss of PII 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).

E. USAC and DSHS 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. 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.

F. 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 DSHS is responsible only for breaches associated with DSHS systems.

USAC and the FCC shall not be liable to DSHS or to any third person for any cause of action arising from the possession, control, or use by DSHS 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.

DSHS 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 DSHS 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, which includes determining eligibility for FCB programs.

Unless compelled to do so by law or regulation, USAC and DSHS 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.** If required to disclose these records to Congress, to a federal, state or local agency, or to a government contractor to accomplish the matching program’s purpose, each Party will notify the other Party regarding the disclosure request.
- E.** USAC and DSHS 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.
- F.** 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.
- 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. 166.

XI. RECORDS ACCURACY ASSESSMENTS

Based on inquiries using eligibility data in the Automated Client Eligibility System (ACES), DSHS attests that the binary responses to USAC will correlate with qualifying program eligibilities reflected in ACES with a high degree of confidence. DSHS is confident that ACES data, on which program eligibilities are determined by DSHS, is verifiably accurate and reliable. USAC estimates that the FCC records to be used in this matching program are at least 99 percent accurate. If either Party has questions regarding the veracity of matched data, the Parties will work together to identify the source of the concern.

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 DSHS records necessary to monitor or verify compliance with this matching Agreement, in accordance with 5 U.S.C. § 552a(o)(1)(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, DSHS 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, the 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 DSHS offers the matching service described in section IV above without charge to government agencies and other entities engaged in providing services to residents of Washington. Because the FCB programs are engaged in providing access to telephone services and/or broadband services and/or connected devices to residents of Washington, DSHS 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

Unless otherwise provided for by statute, the Effective Date of this Agreement will be thirty (30) days after the FCC has published notice of the matching program in the FR, provided that the FCC has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r)

and OMB Circular A-108, and upon completion of their advance review period, the FCC has published notice of the matching program in the FR for a thirty (30) day public comment period as required by 5 U.S.C. § 552a(e)(12).

On such Effective Date, this Agreement will supersede and replace the existing Computer Matching Agreement between the Parties which has been in effect since November 18, 2019, and is otherwise set to expire on April 20, 2022.

B. Renewal of the Agreement

This Agreement may be extended with respect to any or all of the FCB programs for one twelve (12) month period upon mutual 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 XVII of this Agreement) that:

- The matching programs to be renewed will be conducted without change, and
- The matching programs to be renewed have 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 without notice from either party (whichever comes first). This Agreement may also be terminated, nullified, or voided by either USAC, the FCC or DSHS, if:

- Any Party violates the terms of this Agreement; or
- USAC or DSHS or their authorized users misuse or improperly handle the data provided by the other party; or
- The Parties mutually agree to terminate this Agreement prior to its expiration after eighteen (18) months; or
- Any 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 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

DSHS	USAC
<p>Technical Contact IT Business Services Chief Sara Tang Tel.: 360-664-4430 Email: sara.tang@dshs.wa.gov</p> <p>Business/Program Contact Community Services Division-Operations Carolyn Horlor 712 Pear St. SE Olympia, WA 98504-5430 Tel.: 360-764-0676 Email: Carolyn.horlor@dshs.wa.gov</p>	<p>Pamela Hughet Vice President, Lifeline USAC 700 12th Street, NW, Suite 900 Washington, DC 20005 Tel.: 202-423-2665 Email: Pamela.Hughet@usac.org</p>

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XIX. 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
Managing Director
FCC

Date

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FCC'S DATA INTEGRITY BOARD

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 and Privacy Protection Act of 1988 (Pub. L. 100-503) and the Computer Matching and Privacy Protection Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):

Linda L. Oliver
Acting Chairperson, Data Integrity Board
FCC

Date

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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.

Pamela Hughet
Vice President, Lifeline
USAC

Date

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**WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES,
ECONOMIC SERVICES ADMINISTRATION (DSHS)**

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 DSHS.

Caleb Clark

20JAN2022

Caleb Clark

Date

Contracts Officer

Washington State Department of Social and Health Services,
Economic Services Administration/Community Services Division

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