

# COMPUTER MATCHING AGREEMENT

BETWEEN

MISSOURI DEPARTMENT OF SOCIAL SERVICES

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 Missouri Department of Social Services (MDSS) (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.

### 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: "Computer Matching Agreement with Missouri Department of Social Services."

### B. Matching Agencies

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

## **II. Purpose and Legal Authorities**

### **A. Purpose**

Lifeline is a federal program that helps low income consumers afford phone and internet services. The program provides a monthly benefit up to \$9.25 toward phone or internet services for eligible subscribers and up to \$34.25 for those living on Tribal lands. The benefit is available to households that meet the eligibility criteria including participation in SNAP, Medicaid or income thresholds.

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 MDSS SNAP data and Medicaid. In doing so, and consistent with the terms of this Agreement, USAC shall transmit the Lifeline subscriber's personally identifiable information (USAC Data) to MDSS and MDSS 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. MDSS will utilize SNAP and Medicaid data to provide affirmative or negative responses. USAC and MDSS will exchange data using secured file delivery system and with all matching conducted internally. This process is explained in further detail in section IV.B. of this Agreement.

MDSS 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 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 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. MDSS**

MDSS is responsible for the oversight and supervision of SNAP and Medicaid pursuant to Missouri Code Ann. § 208.010. MDSS maintains the case records and confidential personally identifiable information (PII) of individual applicants and recipients for SNAP and Medicaid.

## **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. MDSS administers SNAP and Medicaid, which are qualifying eligibility programs for the Lifeline program.

## **B. Expected Results - Cost-Benefit Analysis**

### **NEW NATIONAL VERIFIER APPLICATIONS**

Missouri consumers submit an average of 9,861 Lifeline applications per month, according to National Verifier application data for a recent 3-month period in 2020. Based on 2018 American Community Survey (ACS) data that USAC uses to estimate the number of households eligible for the Lifeline benefit, USAC expects as many as 36% of households eligible for Lifeline in Missouri 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 2018 ACS data, USAC expects an additional 22% of households eligible for Lifeline in Missouri whose eligibility cannot be confirmed through the available federal databases to be able to automatically prove eligibility via a connection to the state's Supplemental Nutrition Assistance Program (SNAP) and Medicaid database due to their participation in SNAP. Thus, on a monthly basis, approximately 2,130 (22% of 9,681) Missouri 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 \$6,390 and an annual cost of \$76,676 to the Lifeline program. There are no incremental costs for automated database checks.

The connection to Missouri's SNAP and Medicaid database would thus enable the National Verifier to avoid an estimated \$76,676 in annual costs to the Lifeline program as a result of automated eligibility verification for new applications that would otherwise require manual review.

### **RECERTIFICATION NATIONAL VERIFIER APPLICATIONS**

Approximately 56,618 Missouri subscribers undergo the eligibility recertification process on an annual basis, according to recent 2020 National Lifeline Accountability Database (NLAD) data. Based on 2018 American Community Survey (ACS) data that USAC uses to estimate the number of households eligible for the Lifeline benefit, USAC expects as many as 36% of households eligible for Lifeline in Missouri to automatically prove eligibility via National Verifier connections with the federal CMS and HUD databases. Based on 2018 ACS data, USAC expects an additional 22% of households eligible for Lifeline in Missouri 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 database due to their participation in SNAP. Thus, on an annual basis, approximately 12,456 (22% of 56,618) Missouri 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 \$37,368 to the Lifeline program. There are no incremental costs for automated database checks.

The connection to Missouri SNAP and Medicaid database would thus enable the National Verifier to avoid an estimated \$37,368 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 Missouri's SNAP and Medicaid databases would enable the National Verifier to avoid an estimated \$114,044 in annual costs to the Lifeline program based on electronic eligibility determinations for both new applications and required recertifications.

#### **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 116,176 new subscribers are vetted through the eligibility process each year. Approximately 56,618 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 the Social Security Number, and Date of Birth. MDSS will match the USAC Data elements to its SNAP and Medicaid data. There are two scenarios for MDSS match process, which will be returned to USAC as a binary yes/no response. The scenarios are:

1. Positive MDSS match – MDSS finds a match in its respective system for the USAC Data provided.
2. No MDSS match – MDSS 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 matching notice that the FCC will publish in compliance with subsection (e)(12) of the Privacy Act, 5 U.S.C. § 552a (e)(12), will provide constructive notice of the matching activities described in this agreement. Both the matching notice and the text of this agreement will be available on the FCC's public website. In addition, the system of records notice described above in section IV.A provides constructive notice that personal information in the Lifeline system may be shared for matching purposes.

At the time individuals apply for Lifeline benefits or recertify their Lifeline 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* 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.

### **VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST**

#### **A. General**

The FCC and the USAC will not automatically deny Lifeline services to an applicant or current subscriber because the matching process described in section IV above provides a negative response. Any applicant or subscriber whose application is not approved through an automated match will be notified of such negative result, and will have the opportunity to submit documents to USAC demonstrating her or his eligibility. Staff at the Lifeline Support Center will review these documents and declare an applicant or subscriber eligible to receive Lifeline benefits if the documents verify her or his qualification.

## **B. Verification Procedures**

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

## **C. Notice and Opportunity to Contest**

Before taking any adverse action against an applicant or subscriber whose information has not positively matched with the Agencies' data in the process described in section IV above, USAC will notify the applicant or subscriber of the potential adverse action and give him or her the opportunity to contest it. "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.

## **VII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS**

- A.** USAC will retain data it receives from MDSS 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.** MDSS 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 MDSS agree to these information security procedures:

### **A. Administrative Safeguards**

USAC and MDSS will comply with the existing and future requirements set forth by the Privacy Act (5 U.S.C. § 552a(e)(10), (m), and (o)(1)(G)), the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283), 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 MDSS 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 MDSS 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 MDSS 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 MDSS 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 MDSS 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 MDSS 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 MDSS 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. USAC and MDSS agree to report and track incidents in accordance with the most current, final version of NIST Special Publication 800-53. 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 this contact at MDSS simultaneously:  
FSD-FAMIS Program Manager, MDSS, Jerry Patton, 573-526-2121.
  - MDSS will promptly notify this contact at USAC simultaneously:
    - USAC Privacy Officer, Laurence Schecker, (202) 263-1646.
    - USAC Security Operations Manager, Corey Lutz, (202) 772-4511.
    - And email to [incident@usac.org](mailto:incident@usac.org).
  - As soon as possible after notifying MDSS of an incident, or receiving notification of an incident from MDSS, USAC will report the incident to FCC's Network Security Operations Center (NSOC) at [NSOC@fcc.gov](mailto: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](mailto:incident@usac.org).
  - MDSS ITSD Security Officer, Celeste Keilholz, (573) 522-2130, and email to [celeste.keilholz@oa.mo.gov](mailto:celeste.keilholz@oa.mo.gov)
- C.** USAC and MDSS 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.
- D.** 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 MDSS is responsible only for breaches associated with MDSS systems.

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

MDSS 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 MDSS 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 MDSS 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 obtain the written agreement of that contractor to abide by the terms of this Agreement.

- E. USAC and MDSS 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. USAC and MDSS employees, contractors, and agents who access, use, or disclose MDSS 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.

#### **XI. RECORDS ACCURACY ASSESSMENTS**

USAC and MDSS attest that the quality of the specific records to be used in this matching program is 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 MDSS 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, MDSS 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 MDSS offers the matching service described in section IV above without charge to government agencies and other entities engaged in providing services to residents of Missouri. Because the Lifeline program is engaged in providing access to telephone and broadband services to residents of Missouri, MDSS 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 and OMB Circular No. A-108.

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. 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 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 without notice from either party (whichever comes first). This Agreement may also be terminated, nullified, or voided by either USAC or MDSS, if:

- Either Party violates the terms of this Agreement; or
- USAC or MDSS 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 under the 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.

## **XVIII. POINTS OF CONTACT**

### **MDSS**

Jennifer Tidball  
Acting Director  
MDSS  
221 W High St, #230  
Jefferson City, MO 65101  
Tel.: 573-751-4815  
Email: [Jennifer.Tidball@dss.mo.gov](mailto:Jennifer.Tidball@dss.mo.gov)

### **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](mailto:james.lee@usac.org)

## **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.

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**Mark Stephens**  
Managing Director  
FCC

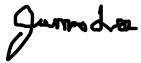
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Date



**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.



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**James Lee**  
Acting Vice President, Lifeline  
USAC


01/21/2021

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Date

**MISSOURI DEPARTMENT OF SOCIAL SERVICES (MDSS)**

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 MDSS

  
\_\_\_\_\_  
**Jennifer Tidball**  
Acting Director  
Missouri Department of Social Services

1-19-2021  
Date

**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 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):

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**Margaret Drake**  
Chairperson, Data Integrity Board  
Federal Communications Commission

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Date