

# COMPUTER MATCHING AGREEMENT

BETWEEN

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF  
WELFARE AND SUPPORTIVE 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 Nevada Department of Health and Human Services, Division of Welfare and Supportive Services (DWSS) (each individually referred to as "Party" and collectively as "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.

### A. Title of Matching Program

The title of the matching program as reflected in this agreement and as it will be reported by the FCC and the OMB is as follows: Computer Matching Agreement with Nevada Department of Health and Human Services, Division of Welfare and Supportive Services. The program for matching USAC Data, as defined herein, with the DWSS SNAP and Medicaid data pursuant to this agreement will be referred to as "Matching Program". This agreement will be referred to as "Computer Matching Agreement", "CMA" or "Agreement".

### B. Matching Agencies

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

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

### **A. Purpose**

The results generated by this CMA 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.

An eligibility determination is accomplished by matching certain data from USAC (referred to herein as “USAC Data”) with the DWSS SNAP and Medicaid data. USAC Data shall be limited to the following information from a Lifeline subscriber or prospective Lifeline subscriber: last name, date of birth, and last four digits of the social security number (SSN). Through USAC’s application and recertification process, it shall be solely responsible for obtaining and retaining consent from Lifeline subscribers and potential Lifeline subscribers to share the USAC Data with DWSS.

Consistent with the terms of this Agreement, USAC shall transmit the USAC Data to DWSS and DWSS shall reply as to whether the Lifeline subscriber is currently enrolled in SNAP and Medicaid based upon the USAC Data provided. DWSS will utilize SNAP and Medicaid data to provide responses based on the USAC Data. USAC and DWSS will exchange the data described herein using a secured file delivery system as explained in the Information Security Agreement at Section 2(e). This Matching Program process is explained in further detail in section IV.B of this Agreement.

### **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), FCC's 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 4011-12, paras. 135-7.

## **2. DWSS**

The DWSS is responsible for the oversight and supervision of the SNAP under Chapter 422A of the Nevada Revised Statutes (NRS) and Medicaid under Chapter 422 of the NRS. The DWSS maintains the case records and confidential personally identifiable information (PII) of individual applicants and recipients for SNAP and Medicaid. No PII maintained by DWSS is transmitted to USAC pursuant to this Agreement. The applicable statutory provisions for confidential records of recipients of public assistance and for establishing the custody and use of those records are NRS 422A.342 and NRS 422.2749. The applicable statutory provision defining "personal information" in Nevada is NRS 603A.040. The USAC Data does not qualify as "personal information" pursuant to Nevada law.

### **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. DWSS 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 53,000 subscribers qualified for Lifeline by demonstrating receipt of federal SNAP or Medicaid benefits provided through DWSS. At this time, subscriber eligibility based on federal SNAP and Medicaid benefits provided through DWSS is verified by Solix, Inc. for 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 DWSS 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 \$316,100 specifically related to the 53,000 subscribers who qualified for Lifeline by demonstrating receipt of federal SNAP and Medicaid benefits provided through DWSS. Given that many other subscribers likely could have used receipt of federal SNAP and 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 Data shared as part of this CMA are part of the Lifeline system of records 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 105,000 new subscribers are vetted through the eligibility process each year. Approximately 53,000 subscribers will be recertified annually. USAC shall only use this CMA to match records of individuals who provide a residential address located in Nevada.

## **B. Description of the Match**

The match will be based on the USAC Data provided to DWSS. DWSS will match the USAC Data elements to its SNAP and Medicaid data. There are three scenarios for the DWSS match process, which will be returned to USAC as a Y/N/E response. The scenarios are:

1. Y: Eligible DWSS match – DWSS finds an eligible match in its respective system for the USAC Data provided.
2. N: Ineligible DWSS match – DWSS finds an ineligible match in its respective system for the USAC Data provided.
3. E: No DWSS match – DWSS finds no match, an error, or an unresolvable result 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 FCC's Data Integrity Board (DIB) (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, the FCC has published a revised system of records notice for FCC/WCB-1, the Lifeline system of records on August 15, 2017. 82 Fed. Reg. 38686 (Aug. 15, 2017). As described in section IV.C of this Agreement, the FCC will also publish the Matching Notice in the Federal Register to publicly disclose the establishment of this Matching 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. Contact information for all state employees will be redacted prior to publication in the Federal Register.

## **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 a 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). The process by which USAC will verify information produced by the Matching Program defined in this Agreement is set forth in Section VI.B below.

### **B. Verification Procedures**

1. USAC will be responsible for ensuring that the USAC Data is current and accurate when it is provided to DWSS.
2. DWSS will be responsible for ensuring that it has a high degree of confidence in the DWSS response to the USAC, as set forth in Section XI below.
3. 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 USAC has independently verified such information.
4. This USAC independent verification includes: (1) comparing automated data with USAC's 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 working in coordination with DWSS regarding the benefit information in the DWSS systems.

6. Lifeline subscribers and potential subscribers may contest the Matching Program results with USAC only.

### **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 DWSS 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.

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

- A. USAC will retain data it receives from DWSS under this Agreement only to the extent required for FCC auditing requirements or for evidentiary reasons, and will then destroy all such data according to the proper records retention schedule.
- B. Although the Parties do not expect DWSS will retain the USAC Data, to the extent DWSS does retain the USAC Data beyond the period necessary to conduct the matching described in Section IV of the Agreement, DWSS will destroy all such data as soon as

they have served the Matching Program's purpose.

- C. 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, respectively. Destruction will be by shredding, burning or electronic erasure.

## **VIII. SECURITY PROCEDURES**

USAC and DWSS agree to these information security procedures:

### **A. Administrative Safeguards**

USAC will comply with the 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.

While it is not subject to federal privacy and information security requirements, DWSS will maintain an information security environment comparable to the information security environment required by the federal laws, circulars, memoranda and directives listed in the first paragraph of this subsection. DWSS will provide to USAC and the FCC appropriate documentation that its security and privacy practices are comparable to those required by the federal laws, circulars, memoranda and directives listed in the first paragraph of this subsection. An example of such documentation is the three-year "Authority to Connect Letter" DWSS receives from the Department of Health & Human Services, Centers for Medicare & Medicaid Services (CMS) authorizing DWSS to interconnect with the CMS Federal Data Services Hub (DSH).



USAC and DWSS 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 DWSS 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 DWSS 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 DWSS 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 USAC Data to DWSS via encrypted secure file delivery system pursuant to Section 2(e) of the Interconnection Security Agreement. For each request, a response will be sent back to USAC to indicate success or failure of transmission.

**C. Physical Safeguards**

USAC agrees to maintain and DWSS agrees to process 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 or processed 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 DWSS 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. Subject to the limitations set forth in Section VIII.A of this Agreement, DWSS will work in good faith with USAC to report and track incidents in accordance with the most

current, final version of NIST Special Publication 800-53. For the purpose of this Agreement, an incident is defined as “An occurrence that 1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system, or 2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.” Upon detection of an incident related to this interconnection, the Party experiencing the incident will promptly notify the other Party as provided below:

- USAC will promptly notify this contact at DWSS simultaneously:
    - Information Security Officer, (775) 684-0710
    - Deputy Administrator (IS), (775) 684-0500.
  - DWSS will promptly notify USAC by sending an email to [incident@usac.org](mailto:incident@usac.org) to activate USAC’s Incident Response Team and notify simultaneously:
    - USAC Privacy Officer, Laurence Schecker, (202) 263-1646
    - USAC Manager of Security Operations, Corey Lutz, (202) 772-4511.
  - As soon as possible after receiving notification of an incident from DWSS, USAC will also report the incident to FCC’s Network Security Operations Center (NSOC) at [NSOC@fcc.gov](mailto:NSOC@fcc.gov) or (202) 418-4011.
- 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 Manager of Security Operations, Corey Lutz, (202) 772-4511.
  - DWSS Deputy Administrator (IS), (775) 684-0500.
- C.** If USAC experiences a loss of USAC Data provided under this Agreement, USAC 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). Subject to the limitations set forth in Section VIII.A of this Agreement, if DWSS experiences a loss of USAC Data provided under this Agreement, DWSS will work in good faith with USAC to 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). A breach is the “loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.”
- D.** USAC and DWSS agree to notify all the Security Contact(s) listed in this Agreement as soon as possible, but no later than one (1) hour, after the discovery of a breach (or

suspected breach) involving USAC Data. 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 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 individuals affected by the loss, if the analysis conducted by the Party having experienced the 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 DWSS is responsible only for breaches associated with DWSS systems. If an incident occurs on the two-way TCP/IP connection between USAC and DWSS and it cannot be determined which Party was at fault, USAC and DWSS will share equally the costs and/or litigation arising from the incident.

USAC shall not be liable to DWSS or to any third person for any cause of action arising from the possession, control, or use by DWSS of applicant or subscriber USAC Data, 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 USAC Data.

DWSS 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 USAC Data, 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 USAC Data. DWSS also shall not be liable for any inadvertent transmission of data by USAC that is not the USAC Data as defined herein.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity against suits by third persons. USAC understands and agrees that DWSS intends to assert available NRS Chapter 41 liability limitations in all cases. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Agreement.

#### **X. RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS**

USAC and DWSS 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 DWSS 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; provided, however, that the Parties acknowledge and agree that USAC must provide certain data to the FCC and such disclosures will not fall within the scope of this provision.
- E. USAC and DWSS will not duplicate or create a separate file comprising information regarding those individuals involved in the specific Matching Program 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 DWSS employees, contractors, and agents who access, use, or disclose DWSS 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.
- H. 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 DWSS attest that they have a high degree of confidence in the information exchanged in the Matching Program, as defined herein.

**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 DWSS records necessary to monitor or verify compliance with this 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 Agreement under 31 U.S.C. § 717 and 5 U.S.C. § 552a(b)(10).

**XIII. INSPECTOR GENERAL ACCESS**

DWSS and USAC authorize the FCC Office of Inspector General to use results from the data match conducted pursuant to this Agreement 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 DWSS participates in the Matching Program as described in Section IV of this Agreement without charge to government agencies and other entities engaged in providing services to residents of Nevada. Because the Lifeline program is engaged in providing access to telephone and broadband services to residents of Nevada, DWSS participates in the Matching Program as described in Section IV of this Agreement without charge.

Each Party will be responsible for its own 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 in accordance with this Agreement would require the obligations of funds and/or reimbursement of one or more of the Parties, a separate agreement must 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. 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 prior to 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 DWSS, if:

- Either Party violates the terms of this Agreement; or

- USAC or DWSS 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 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 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**

**DWSS**

Deputy Administrator, Information Systems  
 Nevada Dept. of Health and Human Services,  
 Division of Welfare and Supportive Services  
 1470 College Parkway  
 Carson City, NV 89706  
 Email: [nswdhelp@dwss.nv.gov](mailto:nswdhelp@dwss.nv.gov)  
 Tel: 775-684-0500

**USAC**

Michelle Garber  
 Vice President, Lifeline  
 USAC  
 700 12th Street, NW, Suite 900  
 Washington, DC 20005  
 Tel.: 202-772-5251  
 Email: [michelle.garber@usac.org](mailto:michelle.garber@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.



Mark Stephens

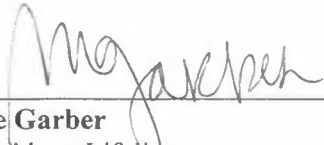
4/1/2020

\_\_\_\_\_  
 Date

Managing Director  
FCC

**UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC)**

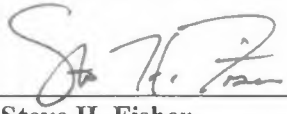
The signatories below warrant and represent that they have the competent authority to approve the model of this Computer Matching Agreement, and enter into the obligations set forth in this Agreement, on behalf of USAC.

  
\_\_\_\_\_  
**Michelle Garber**  
Vice President, Lifeline  
USAC

2/11/2020  
Date

**NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)**

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 DWSS.

  
\_\_\_\_\_  
**Steve H. Fisher**  
Administrator  
Nevada Department of Health and Human Services, Division of Welfare and Supportive Services

2/7/2020  
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):

  
\_\_\_\_\_  
**Michael Carlson**  
Chairperson, Data Integrity Board  
Federal Communications Commission

4/1/2020  
Date