

# **COMPUTER MATCHING AGREEMENT**

**BETWEEN**

**PENNSYLVANIA DEPARTMENT OF HUMAN 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 Pennsylvania Department of Human Services (PDHS) (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.

### **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: “Federal Telecommunications Benefit Computer Matching Agreement with Pennsylvania Department of Human Services.”

### **B. Matching Agencies**

1. Source Agency: PDHS
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 Emergency Broadband Benefit (EBB) program or other Federal programs that use qualification for Lifeline as an eligibility criterion (collectively, Federal Telecommunications

Benefit (FTB) programs)<sup>1</sup> using the National Lifeline Eligibility Verifier and to further the integrity of the FTB programs. This CMA seeks to ensure that applicants to and subscribers in FTB programs are eligible to receive the FTB benefits provided for by statute.

This will be accomplished by matching specific USAC Data with PDHS SNAP and Medicaid data. In doing so, and consistent with the terms of this Agreement, USAC shall transmit the FTB program applicant's personally identifiable information (USAC Data) to PDHS and PDHS shall confirm with an affirmative or negative confirmation as to whether the FTB program applicant is currently enrolled in SNAP or Medicaid. USAC and PDHS 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.

PDHS 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 FTB 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 Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182 (Consolidated Appropriations Act or Act), USAC administers the EBB program 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 Act.

USAC may collect and verify eligibility of FTB program subscriber data under the Act and applicable FCC orders, rules and regulations.

### **2. PDHS**

PDHS is responsible for the oversight and supervision of SNAP and Medicaid pursuant to 62 P.S. § 201 and 403, and the PDHS 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, which is

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<sup>1</sup> Federal Telecommunication Benefit (FTB) programs, as used in this Agreement, does not include Lifeline, which is the subject of a separate computer matching agreement.

consistent with its obligations pursuant to federal SNAP and Medicaid laws governing privacy disclosures to limit disclosures to verifying eligibility in other federal means-tested programs and to get essential services to recipients, 42 U.S.C. § 1396a(a)(7); 7 U.S.C. § 2020(e)(8); 7 C.F.R. § 272.1(c); 42 C.F.R. §§ 431.300-431.307; 45 C.F.R. Parts 160 and 164.

### **III. JUSTIFICATION AND EXPECTED RESULTS - COST BENEFIT ANALYSIS**

#### **A. Justification**

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 will be used to determine eligibility for and enroll eligible individuals into FTB programs. PDHS administers SNAP and Medicaid, which are qualifying eligibility programs for FTB programs.

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

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

### **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 EBB system of records that the FCC has designated as FCC/WCB-3, as reflected on FCC's website - <https://www.fcc.gov/managing-director/privacy-transparency/privacy-act-information#systems>. Routine Use No. 18 supports the FCC's disclosures under this Agreement.

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

##### **Records Estimate**

The estimated number of records is subject to the number of individuals who apply for FTB program services.

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

The match will be based on the following list of data elements: last four digits of Social Security Number, date of birth and last name or first name. PDHS will match the USAC Data elements to its SNAP and Medicaid data. There are two (2) scenarios for the PDHS match

process, which will be returned to USAC as a binary yes/no response. PDHS will not release any other information from the SNAP or Medicaid recipient's records. The scenarios are:

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

As previously noted in section IV.A. of this Agreement, FCC has published a new system of records notice for the EBB system of records as reflected on FCC's website - <https://www.fcc.gov/managing-director/privacy-transparency/privacy-act-information#systems>. Routine Use No. 18 supports the FCC's disclosures under this Agreement. 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 a FTB 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 PDHS.
2. PDHS will be responsible for ensuring that PDHS data is current and accurate when it is provided to USAC.
3. Authorized users may not deny, terminate, or make a final decision of any benefit to an individual or take other adverse action against such individual solely as the result of the information produced by this matching program until an officer or employee of such Party has independently verified such information.
4. This independent verification includes: (1) comparing automated data with manual files to verify applicant or subscriber identification, and (2) analyzing the confirmed information.
5. Denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the benefit information in PDHS systems.

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

USAC will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or subscriber to FTB benefits solely based on data disclosed from PDHS 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 PDHS 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.** PDHS 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 PDHS agree to these information security procedures:

### **A. Administrative Safeguards**

USAC and PDHS 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 PDHS 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 PDHS 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 PDHS 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 PDHS 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 140-3.
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 PDHS 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 PDHS 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 PDHS 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 PDHS 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 this contact at PDHS: Chief Information Security Officer, PDHS, John Miknich (717) 346-1559
  - PDHS will promptly notify [incident@usac.org](mailto:incident@usac.org) and the following contacts at USAC simultaneously:
    - USAC Privacy Officer, Larry Schecker, (202) 263-1646.
    - USAC Senior Director of IT Operations, Kyle Hutchinson, (202) 423-2667.
  - As soon as possible after notifying PDHS of an incident, or receiving notification of an incident from PDHS, 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 Senior Director of IT Operations, Kyle Hutchinson, (202) 423-2667
  - Chief Information Security Officer, PDHS, John Miknich (717) 346-1559
- C. If either USAC or PDHS 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).



**D.** USAC and PDHS 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.

**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 PDHS is responsible only for breaches associated with PDHS systems.

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

PDHS 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 PDHS 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 FTB programs. Unless compelled to do so by law or regulation, USAC and PDHS 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 PDHS 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. 160.

## **XI. RECORDS ACCURACY ASSESSMENTS**

USAC and PDHS 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 PDHS 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, PDHS 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 PDHS offers the matching service described in section IV above without charge to government agencies and other entities engaged in providing services to residents of Pennsylvania. Because the FTB program is engaged in providing access to broadband services and connected devices, and FTB programs provide other telecommunication programs to residents of Pennsylvania, PDHS 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 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 30 day public comment period as required by 5 U.S.C. § 552a(e)(12).

## **B. Termination of the Agreement**

This Agreement shall terminate when the purpose of the computer match has been accomplished, or after 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 PDHS, if:

- Any Party violates the terms of this Agreement; or
- USAC or PDHS 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
- Any Party provides the other with 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**

### **PDHS**

Brian Whorl  
Division Director  
Pennsylvania Department of Human Services  
Willow Oak Building, DGC Annex. Room  
225  
717-772-7906  
Email: bwhorl@pa.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

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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.

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Mark Stephens  
Managing Director

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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 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):

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**Margaret Drake**  
Chairperson, Data Integrity Board  
FCC


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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.



\_\_\_\_\_  
James Lee  
Acting Vice President,  
Lifeline USAC

2/19/2021

\_\_\_\_\_  
Date

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**PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES (PDHS)**

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 PDHS.

*Elizabeth M. Tilahun*

2/19/21

Elizabeth M. Tilahun

Date

Deputy Secretary

Department of Human Services,

Office of Income Maintenance

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