

COMPUTER MATCHING AGREEMENT

BETWEEN

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY,
AND
THE FEDERAL COMMUNICATIONS COMMISSION**

I. INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD), the Universal Service Administrative Company (USAC), and the Federal Communications Commission (FCC) (collectively, Parties) have entered into this Computer Matching Agreement (CMA or Agreement) under section (o) of the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act of 1988, Pub. L. No 100-503, and the Computer Matching and Privacy Protection Act Amendments of 1990, Pub. L. No. 101-508; 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 Guidelines pertaining to privacy, information security, and computer matching. For this Agreement, HUD and USAC will serve as source and recipient agencies, respectively, as defined in 5 U.S.C. § 552a(a)(11) and 5 U.S.C. § 552a(a)(9). As discussed in Section II.B. below, USAC has been designated by the FCC as the permanent Federal Administrator of Universal Service Fund programs, including the Lifeline program that is the subject of this Agreement.

II. PURPOSE AND LEGAL AUTHORITY

A. Purpose of the Matching Program

This CMA serves 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.

The Computer Matching program seeks to ensure that Lifeline program applicants and subscribers are eligible to receive the Lifeline benefit in 47 C.F.R. § 54.409. This will be accomplished by matching specific USAC data with HUD Inventory Management System/PIH Information Center (IMS/PIC) tenant data, Enterprise Income Verification (EIV) tenant data and Tenant Rental Assistance Certification System (TRACS) data that HUD may collect for its rental housing assistance programs. USAC will provide Lifeline program subscriber data, which will only include the data elements needed for the matching. HUD will utilize Household

include the data elements needed for the matching. HUD will utilize Household Member data from the EIV, IMS/PIC, and TRACS databases to provide affirmative or negative responses. HUD and USAC will exchange data, defined in the Interface Control Document (attached as Appendix A), using secured web services and with all matching conducted internally. This process is explained in further detail in Section IV.B. of this Agreement.

B. Legal Authority

The Computer Matching and Privacy Protection Act of 1988, Pub. L. 100-503, as amended, establishes procedural requirements for agencies to follow when engaging in computer-matching activities.

HUD

HUD may collect the utilized data in its EIV, IMS/PIC, and TRACS systems under: Section (d) of the Housing of Urban Development Act of 1965, 42 U.S.C. § 3535(d); Section 904 Stewart B. McKinney Act of 1988, as amended by Section 239 Department of Housing and Urban Development Appropriations Act, 2009 (Pub. L. 111-8, approved March 11, 2009) and Section 3003 Omnibus Budget Reconciliation Act of 1993 (Pub. L. 103-66, approved Aug. 10, 1993); Section 166 Housing and Community Development Act of 1987 (Pub. L. 100-242, 42 U.S.C. § 3536 note); and Section 303(i) of the Social Security Act (42 USC § 503), as amended by Section 542(a)(1) of Departments of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1998 (Pub. L. 105-65, approved Oct. 27, 1997). HUD may disclose the data under Routine Uses (5), (6), and (8) of HUD's "Routine Use Inventory Appendix I" system of records notice, 80 Fed. Reg. 81837 (December 31, 2015). The Routine Uses allow HUD to engage in a computer matching program to verify eligibility for HUD-assisted tenants to receive a federal benefit, to prevent fraud, waste, and abuse, and provide notice to HUD-assisted tenants that the information they provide may be shared through a computer matching agreement.

USAC

The Federal Communications Commission (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. sec. 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.*, WC Docket No. 11-42 *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 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.

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 recertifies the eligibility of such individuals. HUD administers federal rental housing assistance, which is a qualifying eligibility program for the Lifeline program.

B. Expected Results - Cost-Benefit Analysis

Based on historical data, HUD and USAC anticipate 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 13 million subscribers participate in the Lifeline program, of which approximately 78,000 subscribers qualified for Lifeline by demonstrating receipt of federal rental housing assistance provided through HUD. At this time, subscriber eligibility based on federal rental housing assistance provided through HUD is verified manually by the service providers who participate in the Lifeline program. Going forward, this responsibility will be transferred to USAC as the National Verifier, and performed through an automated and streamlined process. Under the manual process, USAC estimates it costs service providers approximately \$5 per subscriber to perform enrollment and recertification functions each year. Without the

automated computer matching process, the cost of this manual review would shift from the service providers to USAC and would be funded by the federal Fund.

Once the National Verifier is developed and operating at full capacity utilizing computer matching processes with HUD 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 \$300,000 specifically related to the 78,000 subscribers who qualified for Lifeline by demonstrating receipt of federal rental housing assistance provided through HUD. Given that many other subscribers likely could have used federal rental housing assistance 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. RECORDS DESCRIPTION

A. Systems of Records and Estimated Number of Records Involved.

System of Records

HUD

The HUD records shared as part of this CMA reside in HUD's Enterprise Income Verification System (EIV), the Inventory Management System (IMS/PIC), and the Tenant Rental Assistance Certification Systems (TRACS). Notices regarding these systems can be found at 74 Fed. Reg. 45235 (Sep. 1, 2009), 77 Fed. Reg. 22337 (April 13, 2012), and 62 Fed. Reg. 11909 (Mar. 13, 1997) respectively.

USAC

The USAC records shared as part of this CMA reside in the Lifeline system of records, FCC/WCB-1, a notice of which the FCC published at 78 Fed. Reg. 73535 (Dec. 6, 2013). The FCC will amend the current Lifeline system of records notice (SORN) to include routine uses that permit the disclosure of data for the purpose of this Agreement. USAC will notify HUD with five (5) business days of the publication of amendments to the Lifeline SORN in the Federal Register.

Records Estimate

The estimated number of records is subject to the number of individuals who apply and recertify eligibility for Lifeline program services. Approximately 15,000,000 new subscribers are vetted through the eligibility process each year. Approximately 13,000,000 subscribers will be recertified annually.

B. Description of the Match

The complete list of data elements are listed in the Interface Control Document (attached as Appendix A). HUD will match the USAC data elements to its EIV,

IMS/PIC, and TRACS data. There are two scenarios for the HUD match process, which will be returned to USAC as a binary yes/no response. The scenarios are:

1. Positive HUD match – HUD finds a match in its respective system for the USAC data provided
2. No HUD match - HUD 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 XV, 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 Office of Management and Budget (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.

Matches under this program will be conducted for every Lifeline program applicant and subscriber.

V. RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

HUD and USAC 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, HUD and USAC 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. HUD and USAC 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. HUD and USAC employees, contractors, and agents who access, use, or disclose HUD 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.

VI. 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 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 Computer Matching Agreement, HUD has published a system of record notice informing applicants/recipients that their information may be subject to verification through matching programs per 5 U.S.C. § 552a(o)(1)(D). The USAC records shared as part of this CMA reside in the Lifeline system of records, FCC/WCB-1, a notice of which the FCC published at 78 Fed. Reg. 73535 (Dec. 6, 2013). The FCC will publish an amendment to this SORN notifying Lifeline subscribers and applicants that their records may be subject to verification through matching with other databases. 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. HUD, USAC, and the FCC shall make a copy of this Agreement available to the public upon request and shall provide a link to this Agreement on their Privacy Program Page of their respective websites.

VII. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. General

The Parties acknowledge and agree that this matching program is not the sole basis through which a beneficiary's eligibility for the Lifeline program may be determined. The Privacy Act requires that each agreement specify procedures for verifying information produced in the matching program as required by 5 U.S.C. § 552a(p). This subsection requires agencies to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings before an adverse action is taken against the individual because of the information. Subsequent amendments and regulations allow for an agency to authorize a waiver of independent verification procedures when it finds high confidence in the accuracy of the data. (*See* OMB "Final Guidance Interpreting the Provisions of P.L.100-503, the Computer Matching and Privacy Protection Act", Sec. 6.g. Providing Due Process to Matching Subjects, 54 Fed. Reg. 25818 (June 19, 1989).)

B. Verification Procedures

1. USAC will be responsible for ensuring that USAC data is current and accurate when it is provided to HUD.
2. HUD will be responsible for ensuring that HUD data is current and accurate when it is provided to USAC.
3. Authorized users may not deny, terminate, or make a final decision of any benefit to an individual or take other adverse action against such individual solely as the result of the information produced by this matching program until an officer or employee of such Party has independently verified such information.
4. This independent verification includes: (1) comparing automated data with manual files to verify applicant or subscriber identification, and (2) analyzing the confirmed information.
5. Denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the benefit information in the HUD systems.

C. Notice and Opportunity to Contest

USAC will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or subscriber to Lifeline benefits solely based on data disclosed from HUD 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.

HUD authorized users agree 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 and HUD database users will be provided USAC and HUD telephone numbers to call if a dispute occurs. USAC will respond to these calls when reasonably possible, and when requested, in writing.

VIII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

- A. USAC will retain data it receives from HUD 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. HUD 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). Destruction will be by shredding, burning or electronic erasure.

- E. HUD will retire its matched data under the Federal Records Retention Schedule (44 U.S.C. § 3303a).

IX. RECORDS ACCURACY ASSESSMENTS

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

X. SECURITY PROCEDURES

HUD and USAC agree to these information security procedures:

A. Administrative Safeguards

HUD and USAC 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 Information as a Strategic Resource (July 28, 2016) and National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations (FAR), 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.

HUD and USAC 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. HUD and USAC will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

B. Technical Safeguards

1. HUD and USAC 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. HUD and USAC 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 HUD via encrypted Representational state transfer (RESTful) web service request. For each request, a response will be sent back to USAC to indicate success or failure of transmission.

C. Physical Safeguards

HUD and USAC agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes (passwords or 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 HUD or USAC are notified when a user has departed or duties have changed so the user no longer needs access to the system, to ensure timely deletion of the user's account and password.

D. On-Site Inspections

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

XI. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

- A. HUD and USAC 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 HUD simultaneously:
REAC Office within the Office of Public and Indian Housing.

- HUD will promptly notify this contact at USAC simultaneously:
 - USAC Chief Privacy Officer; (202) 423-2604
 - USAC Director of Information Security, (202) 772-6252
 - As soon as possible after notifying HUD of an incident, or receiving a notification of an incident from HUD, USAC will report the incident to the FCC's Network Security Operations Center (NSOC) at 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 Director of Information Security, (202) 772-6252
 - HUD CIRT (CIRT@hud.gov)
- C.** If either HUD or USAC experience a loss of personally identifiable information (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.** HUD and USAC 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 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;
 - 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 Agency will be responsible only for costs and/or litigation arising from a breach of the Agency's own systems; USAC is responsible only for costs and litigation associated with breaches to USAC systems and HUD is responsible only for breaches associated with HUD systems.

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

HUD 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.

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 HUD and USAC records necessary to monitor or verify compliance with this matching agreement, in accordance with 5 U.S.C. § 552a(o)(1)(K). This matching 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 matching Agreement, HUD and USAC authorize the HUD Office of Inspector General and FCC Office of Inspector General to use results from data match conducted under this matching program, for investigation, audit, or evaluation matters under the Inspector General Act of 1978, as amended.

XIV. EXPENSES OF EACH PARTY

The Parties agree and acknowledge that USAC is receiving the data matching services described in Section IV.B. of this Agreement from HUD on a non-reimbursable basis. HUD agrees and acknowledges this it has statutory authority to provide these services on a non-reimbursable basis, and that it has identified suitable appropriation(s) to fund these services.

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 HUD, USAC, or the FCC, a separate agreement would be executed as appropriate.

XV. 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. 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 forty (40) 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 XV 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 HUD or USAC, if:

- Either Party violates the terms of this Agreement; or
- HUD or USAC 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 30 days written notice.

XVI. DATA INTEGRITY BOARD REVIEW/APPROVAL

HUD and the FCC's respective Data Integrity Boards (DIBs) will review and approve this Agreement prior to implementing this matching program. Disapproval by the DIB may be appealed under the Computer Matching and Privacy Protection Act of 1988, as amended. Further, the DIBs will perform an annual review of this matching program. HUD and USAC agree to notify the Chair of each Data Integrity Board of any changes to or termination of this Agreement.

This Agreement may be modified only by mutual consent of both Parties and approval of the respective DIBs. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in OMB Guidelines on the Conduct of Matching Programs, 54 FR 25818 (June 19, 1989).

XVII. POINTS OF CONTACT

HUD

Donald J. LaVoy
Deputy Assistant Secretary for the
Real Estate Assessment Center (REAC)
U.S. Department of Housing and Urban Development
451 Seventh St SW
Washington, DC 20410
Tel.: 202- 475-7949
Email: Donald.J.Lavoy@hud.gov

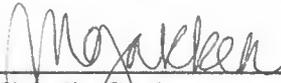
USAC

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

XVIII. APPROVALS AND SIGNATURES

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY

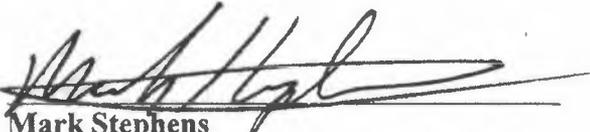
The signatories below warrant and represent that they have the competent authority to approve the model of this Computer Matching Agreement, and enter into the obligations set forth in this Agreement, on behalf of USAC.



Michelle Garber
Vice President, Lifeline
USAC

4/21/17
Date

FEDERAL COMMUNICATIONS COMMISSION

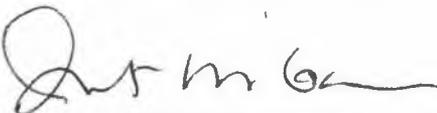


Mark Stephens
Managing Director
Federal Communications Commission

4/11/17
Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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 HUD.



Janet M. Golrick
Acting Deputy Secretary
U.S. Department of Housing and Urban Development

4/17/17
Date

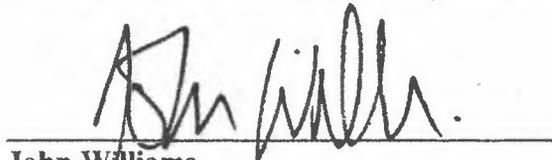
HUD's Data Integrity Board has reviewed this Computer Matching Agreement and has found it to comply with the Privacy Act of 1974, as amended by the Computer Matching Privacy and Protection Act of 1988 (Pub. L. 100-503) and the Computer and Matching and Privacy Protections Amendments of 1990 (Pub. L.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



Helen Goff Foster
Chairperson, Data Integrity Board
U.S. Department of Housing and Urban Development

4/19/2017
Date

The 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):



John Williams
Chairperson, Data Integrity Board
Federal Communications Commission

4/11/17
Date