

# COMPUTER MATCHING AGREEMENT

BETWEEN

WISCONSIN DEPARTMENT OF HEALTH SERVICES,

WISCONSIN DEPARTMENT OF REVENUE,

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), the Wisconsin Department of Health Services (DHS), and the Wisconsin Department of Revenue (DOR) (DHS and DOR collectively, Agencies) (collectively, Parties). The purpose of this Agreement is to comply with the Computer Matching and Privacy Protection Act of 1988 (CMPPA), Public Law 100-503, 102 Stat. 2507 (1988), which was enacted as an amendment to the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a; the Federal Information Security Modernization Act of 2014 (FISMA), 44 U.S.C. § 3551, *et seq.*, as amended; related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the federal Government must follow regarding use, treatment, and safeguarding of data; and Office of Management and Budget (OMB) Guidelines pertaining to privacy, information security, and computer matching.

As discussed in section II.B. below, USAC has been designated by the FCC as the permanent federal Administrator of the Universal Service Fund programs, including the Lifeline program (Lifeline) that is covered by this Agreement. USAC also has been designated by the FCC as the administrator of the federal Affordable Connectivity Program (ACP), which uses qualification for Lifeline as an eligibility criterion. The Parties acknowledge that the FCC may designate USAC as the administrator of other Federal programs in the future that also use qualification for Lifeline as an eligibility criterion.

### A. Title of Matching Program

The title of this matching program as it will be reported by the FCC and the OMB is as follows: “Lifeline and Other Federal Connectivity Benefit Programs Computer Matching Agreement with the Wisconsin Department of Health Services and Wisconsin Department of Revenue.”

### B. Matching Agencies

1. Source Agency: DHS and DOR
2. Recipient Agencies: FCC and USAC

## **II. PURPOSE AND LEGAL AUTHORITIES**

### **A. Purpose**

The results generated by this Computer Matching Agreement (CMA or Agreement) will serve as one of several data points to verify eligibility of applicants to and subscribers of the federal Universal Service Fund (USF or Fund) Lifeline program using the National Lifeline Eligibility Verifier (National Verifier) and to further the integrity of the Lifeline program. This CMA seeks to ensure that Lifeline program applicants and subscribers are eligible to receive the Lifeline benefit in 47 C.F.R. § 54.409. The federal Lifeline regulations under 47 C.F.R. § 54.400 *et seq.* provide eligibility requirements, including enrollment in the Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), and Medicaid, and through verification of household income at or below 135% of the Federal Poverty Guidelines (Income Verification).

The results generated by this Agreement will also serve as one of several data points to verify eligibility of applicants to and subscribers of the ACP or other Federal programs that use qualification for Lifeline as an eligibility criterion (collectively, along with the Lifeline program, referenced herein as the Federal Connectivity Benefit (FCB) programs) using the National Verifier and to further the integrity of the FCB programs.

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

Agencies and USAC agree that the information exchange shall be utilized for the purpose of verifying a qualified assistance recipient as being eligible for the FCB programs, and any auditing and/or data analysis requirements under the Privacy Act or other legal authority.

### **B. Legal Authorities**

The CMPPA establishes procedural requirements for agencies to follow when engaging in computer-matching activities.

#### **1. FCC and USAC**

The FCC has designated USAC as the Administrator of federal support mechanisms, 47 C.F.R. §§ 54.701-717. Under the FCC’s rules and the Memorandum of Understanding between the FCC and USAC, USAC administers each of the USF programs consistent with Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254; Part 54 of the Code of Federal Regulations, orders, written directives, and other instructions promulgated by the FCC or its bureaus and offices and other laws as applicable. Under the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182, as amended by the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 429, and pursuant to the Memorandum of Understanding between the FCC and USAC, USAC administers the ACP consistent with the FCC’s rules contained in Part 54 of the Code of Federal Regulations, orders, written directives, and other instructions promulgated by the FCC or its bureaus and offices and other laws as applicable.

Any records USAC creates pursuant to this authority are FCC records. Because the FCC is an agency under the Privacy Act, 5 U.S.C. § 552a(a)(1), records that are part of a “system of records,” as that term is defined at 5 U.S.C § 552a(a)(5), are subject to the Privacy Act.

USAC may collect and verify eligibility of FCB program subscriber data under the statutory authorities cited above and applicable FCC orders, rules and regulations, including *Lifeline and Link Up Reform and Modernization et al.*, Third Report and Order, Further Report and Order, and Order on Reconsideration, 31 FCC Rcd 3962 (2016) (the Lifeline Reform Order). The Lifeline Reform Order requires USAC to create and operate the National Verifier, with the oversight and supervision of the FCC’s Wireline Competition Bureau and the Office of the Managing Director. *Id.* at 4006, para. 126. As part of this effort, the Lifeline Reform Order directs USAC to work with both federal and state agencies to establish an efficient electronic subscriber certification process, including communications with other databases. *Id.* at 4011-12, paras. 135-37.

## **2. Agencies**

The DHS is responsible for the oversight and supervision of public assistance programs, including SNAP, SSI, and Medicaid, pursuant to Chapters 46 and 49 of the Wisconsin Statutes; and Chapters HA 3, DHS 2, 10 and 101 through 109 of the Wisconsin Administrative Code; and Chapter 15 of title 44, United States Code, Federal Register Title 7 Subtitle B Chapter II Subchapter C. DHS maintains the case records and confidential personally identifiable information (PII) of individual applicants and recipients related to these programs.

The DOR is responsible for the oversight and supervision of Income Verification under § 73.03 of the Wisconsin Statutes and for providing a binary yes/no response only to DHS.

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

#### **A. Justification**

The FCC has directed USAC to develop and implement the National Verifier. The National

Verifier determines eligibility for the Lifeline program and periodically recertifies the eligibility of such individuals. The National Verifier also will be used to determine subscriber eligibility for other FCB programs and may be used to periodically recertify the eligibility of such individuals as well. Agencies administer SNAP, SSI, Medicaid, and Income Verification, which are qualifying eligibility programs for all FCB programs.

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

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

The Lifeline specific costs and benefits are as follows:

### **NEW NATIONAL VERIFIER APPLICATIONS**

Wisconsin consumers submit an average of 25,949 Lifeline applications per month, according to National Verifier application data for a recent 3-month period in 2023. Based on 2020 American Community Survey (ACS) data that USAC uses to estimate the number of households eligible for the Lifeline benefit, USAC expects as many as 59% of households eligible for Lifeline in Wisconsin to automatically prove eligibility via National Verifier connections with the federal Centers for Medicare & Medicaid Services (CMS) and Department of Housing and Urban Development (HUD) databases. Based on 2020 ACS data, USAC expects an additional 39% of households eligible for Lifeline in Wisconsin whose eligibility cannot be confirmed through the available federal databases to be able to automatically prove eligibility via a connection to the state's SNAP, SSI, Medicaid, and Income Verification databases due to their participation in SNAP, SSI, and Medicaid, or eligible through Income Verification. Thus, on a monthly basis, approximately 10,159 (39% of 25,949) Wisconsin consumers may be able to automatically prove eligibility via the state SNAP, SSI, Medicaid, and Income Verification databases and would not be required to submit paper documentation for National Verifier manual review. At the cost of \$3 per application, the manual review process results in a monthly cost of \$30,476 and an annual cost of \$365,718 to the Lifeline program. There are no incremental costs for automated database checks.

The connection to Wisconsin's SNAP, SSI, Medicaid, and Income Verification databases would thus enable the National Verifier to avoid an estimated \$81,839 in annual costs to the Lifeline program as a result of automated eligibility verification for new applications that would otherwise require manual review. There will be additional cost savings from avoiding manual reviews for the ACP and any future FCB programs, although it is uncertain at this time exactly how many eligibility checks will be conducted for those programs.

### **RECERTIFICATION NATIONAL VERIFIER APPLICATIONS**

Approximately 69,681 Wisconsin subscribers undergo the eligibility recertification process on an annual basis, according to recent 2023 National Lifeline Accountability Database

(NLAD) data. Based on 2020 ACS data that USAC uses to estimate the number of households eligible for the Lifeline benefit, USAC expects as many as 59% of households eligible for Lifeline in Wisconsin to automatically prove eligibility via National Verifier connections with the federal CMS and HUD databases. Based on 2020 ACS data, USAC expects an additional 39% of households eligible for Lifeline in Wisconsin whose eligibility cannot be confirmed through the available federal databases to be able to automatically prove eligibility via a connection to the state's SNAP, SSI, Medicaid, and Income Verification databases due to their participation in SNAP, SSI, and Medicaid, or eligible through Income Verification. Thus, on an annual basis, approximately 27,280 (39% of 69,681) Wisconsin subscribers may be able to automatically prove eligibility at recertification via the state SNAP, SSI, Medicaid, and Income Verification connections and would not be required to submit paper documentation for National Verifier manual review or self-certification. At the cost of \$3 per application, manual review of recertification applications results in an annual cost of \$81,839 to the Lifeline program. There are no incremental costs for automated database checks.

The connection to Wisconsin's SNAP, SSI, Medicaid, and Income Verification databases would thus enable the National Verifier to avoid an estimated \$81,839 in annual costs to the Lifeline program as a result of automated eligibility verification for recertification applications that would otherwise require manual review. In total, the connection to Wisconsin's SNAP, SSI, Medicaid, and Income Verification databases would enable the National Verifier to avoid an estimated \$447,556 in annual costs to the Lifeline program based on electronic eligibility determinations for both new applications and required recertifications. There will be additional cost savings from avoiding manual reviews for the ACP and any future FCB programs, although it is uncertain at this time exactly how many eligibility checks will be conducted for those programs.

#### **IV. DESCRIPTION OF THE DATA TO BE EXCHANGED**

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

###### **FCC and USAC**

The USAC records shared as part of this CMA reside within the following:

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

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

###### **Records Estimate**

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

In the case of Lifeline, approximately 311,388 new consumers are vetted through the eligibility process each year. Approximately 69,681 subscribers will be recertified annually. In the case of the ACP, approximately 318,572 new consumers are anticipated to be vetted through the eligibility process each year. It is anticipated that approximately 206,759 ACP subscribers will be recertified annually.

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

The match will be based on the following list of data elements: First Name, Last Name, and last four digits of the Social Security Number. DOR will not receive any USAC data; it will only match data elements received from DHS to its Income Verification data and provide a binary yes/no response to only DHS. DHS will match the USAC data elements to its SNAP, SSI, and Medicaid data, as well as the Income Verification data DHS receives from DOR.

There are two (2) scenarios for the match process, which will be returned to USAC as a binary yes/no response. Agencies will not release any other information from the SNAP, SSI, Medicaid, or Income Verification recipient's records. The scenarios are:

1. Positive match – DHS finds a match in the respective systems for the USAC data provided to DHS.
2. No match – DHS finds no match in the respective systems for the USAC data provided to DHS.

## **C. Projected Starting and Completion Dates**

As described in greater detail in section XVI, unless provided for otherwise by statute, the Effective Date of this Agreement will be thirty (30) days after the FCC has published notice of the matching program in the Federal Register (FR), provided that the FCC has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108 (Commencement Date). As the federal agency that directs USAC, the FCC shall:

1. Transmit this Agreement to Congress;
2. Provide advance notice to OMB and the appropriate Congressional committees;
3. Publish the Computer Matching Notice in the Federal Register; and
4. Address public comments that may result from publication in the Federal Register.

## **V. NOTICE PROCEDURES**

The Privacy Act requires matching agreements to specify procedures for notifying

applicants/recipients at time of registration and other periodic notice as directed by the Data Integrity Board (DIB) of such Party (subject to guidance provided by the Director of OMB) to applicants for and recipients of financial assistance or payments under federal benefit programs.

At the time individuals apply for FCB benefits or recertify their benefits, the FCC and USAC provide them direct notice (through a Privacy Act notice and other notices provided during the process) that their personal information may be used in a matching program. *See e.g.*, FCC Form 5629, Lifeline Program Application Form, OMB Control No. 3060-0819; FCC Form 5630, Lifeline Program Annual Recertification Form, OMB Control No. 3060-0819; FCC Form 5645, Affordable Connectivity Program Application Form; and FCC Form 5648, Affordable Connectivity Program Recertification Form. In addition, the system of records notices pertaining to the Lifeline program and the ACP and described above in section IV.A provide constructive notice that personal information in the Lifeline and ACP systems may be shared for matching purposes.

As described in section IV.A. of this Agreement, the FCC will also publish a 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.

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

### **A. General**

The Parties acknowledge and agree that this matching program is not the sole basis through which a beneficiary's eligibility for an FCB program may be determined. The Privacy Act requires that each agreement specify procedures for verifying information produced in the matching program as required by 5 U.S.C. § 552a(p). This subsection requires agencies to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings before an adverse action is taken against the individual because of the information. Subsequent amendments and regulations allow for an agency to authorize a waiver of independent verification procedures when it finds high confidence in the accuracy of the data. *See OMB, Final Guidance Interpreting the Provisions of P.L.100-503, the Computer Matching and Privacy Protection Act, 54 Fed. Reg. 25818, 25827-7 (June 19, 1989) (OMB CMPPA Guidance).*

### **B. Verification Procedures**

1. USAC will be responsible for ensuring that USAC data is current and accurate when it is provided to DHS.
2. DHS will be responsible for ensuring that Agencies 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. USAC's 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 only if a secondary verification made by a USAC employee or designated contractor is unable to validate the benefit information as described under this agreement.

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

USAC will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or subscriber to FCB benefits solely based on data disclosed from Agencies 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 notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;
2. Give the individual an opportunity to submit, within thirty (30) days, to USAC, documentation to contest the findings and proposed actions prior to USAC making a final determination. The time to contest begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, USAC will conclude that the matched data is correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

To enable rapid response and resolution, 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 DHS 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. Pursuant to §19.35(1) and §19.36 (3) of the



Wisconsin Statutes, all records provided by DHS to USAC under this Agreement are potentially subject to disclosure pursuant to a public records request. USAC shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Agreement. All expenditure records related to this Agreement shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP).

- B.** DHS 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 the 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.

## **VIII. SECURITY PROCEDURES**

USAC and Agencies agree to these information security procedures:

### **A. Administrative Safeguards**

USAC and DHS 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 DHS 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 DHS 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 Agencies 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 Agencies will strictly limit authorization to these electronic data areas necessary for the authorized user to perform their official duties. All data in transit will be encrypted using algorithms that meet the requirements of the Federal Information Processing Standard (FIPS) Publication 140-2 or 140-3 (when applicable).
3. Authorized system users will be identified by User ID and password, and individually tracked to safeguard against the unauthorized access and use of the system. System logs of all user actions will be saved, tracked and monitored periodically.
4. USAC will transmit data to DHS 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 DHS 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 DHS 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. DOR Security Procedures**

DOR certifies that it abides by the State of Wisconsin IT Security Policy Handbook and follows the security procedures outlined within. USAC will retain a copy of the Handbook, which is publicly available at <https://det.wi.gov/Documents/ITSecurityPolicyHandbook.pdf>.

## IX. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

- A.** FISMA defines “incident” as “an occurrence that (A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.”
- B.** USAC and Agencies agree to report and track incidents in accordance with the most current version of Department of Homeland Security and the United States Computer Emergency Readiness Team (US-CERT) guidelines. Upon detection of an incident related to this interconnection, the Party experiencing the incident will promptly notify the other Party’s System Security Contact(s) named below:
- USAC will promptly notify these contacts at the Agencies simultaneously:
    - Wisconsin Department of Health Services: Jennifer Mueller, Chief Information Security Officer, [Jennifer.Mueller@dhs.wisconsin.gov](mailto:Jennifer.Mueller@dhs.wisconsin.gov), Office: (608) 267-7231, Cell: (608) 471-3578
    - Wisconsin Department of Revenue: Jared Williams, Disclosure Officer, [Jaredj.williams@wisconsin.gov](mailto:Jaredj.williams@wisconsin.gov), Office: (608) 266-3627
  - Agencies will promptly notify the following contacts at USAC simultaneously:
    - USAC Privacy Team: [privacy@usac.org](mailto:privacy@usac.org)
    - USAC Systems Security Team: [incident@usac.org](mailto:incident@usac.org)
  - As soon as possible after notifying Agencies of an incident, or receiving notification of an incident from Agencies, USAC will report the incident to the 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.
- C.** If the Party experiencing the incident cannot speak with the other Party’s System Security Contacts within one (1) hour, or if contacting the System Security Contact is not practical (e.g., outside of normal business hours), then this contact information shall be used:
- USAC
    - USAC Privacy Officer, Larry Schecker: (202) 263-1646
    - USAC Chief Information Security Officer, Jeremy Hayes: (202) 916-3584
  - Wisconsin Department of Health Services, Elizabeth Branney-Grant, Deputy Chief Information Security Officer, [Elizabeth.Branneygrant@dhs.wisconsin.gov](mailto:Elizabeth.Branneygrant@dhs.wisconsin.gov), Office: (608) 266-0760

- Wisconsin Department of Revenue, Mike Foster, Chief Information Security Officer, [Michael.foster@wisconsin.gov](mailto:Michael.foster@wisconsin.gov), Office: (608) 261-5175

**D.** If either USAC or Agencies experiences a loss of PII provided under this Agreement, the Party that experienced the loss incident will also comply with the PII breach reporting and security requirements set forth by OMB M-17-12, “Preparing and Responding to a Breach of Personally Identifiable Information” (January 3, 2017).

**E.** USAC and Agencies 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 notice and credit monitoring at no cost to the other Party, if the analysis conducted by the Party having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.

**F.** In the event of any incident arising from or in connection with this Agreement, each Party will be responsible only for costs and/or litigation arising from a breach of the Party’s own systems; USAC is responsible only for costs and litigation associated with breaches to USAC systems, and Agencies are responsible only for breaches associated with Agencies systems.

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

Agencies 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 Agencies 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 by USAC and DHS 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 Agencies 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 Agencies will not duplicate or create a separate file comprising information regarding those individuals involved in the specific matching programs except as necessary to monitor the results of the matching program.
- F. Each Party will keep an accounting of disclosure from an individual’s record as required by 5 U.S.C. § 552a(c) and will make the accounting available upon request by the individual or other Party.
- G. USAC and the Agencies’ employees, contractors, and agents who access, use, or disclose the Agencies’ and/or USAC’s data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions under applicable federal laws.
- 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. 166.

## **XI. RECORDS ACCURACY ASSESSMENTS**

USAC and Agencies attest that the quality of the specific records to be used in this matching program is assessed to be at least 99 percent 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 DHS 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, Agencies and USAC authorize the FCC Office of Inspector General to use results from the data match conducted under this matching program for investigation, audits or evaluation matters under the Inspector General Act of 1978, as amended.

## **XIV. REPORT TO CONGRESS**

When the FCC's DIB has approved this Agreement, the FCC will submit copies of it to the appropriate Committees of Congress for review, as required by 5 U.S.C. § 552a(o)(2)(A)(i).

## **XV. EXPENSES OF EACH PARTY**

USAC will enter into a fee agreement to reimburse DHS for the applicable expenses related to providing the matching services described in this Agreement. Other than the costs covered by such fee agreement, 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.

## **XVI. DURATION OF AGREEMENT**

### **A. Effective Date of the Agreement**

Unless otherwise provided for by statute, the Effective Date of this Agreement will be thirty (30) days after the FCC has published notice of the matching program in the FR, provided that the FCC has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108, and upon completion of their advance review period, the FCC has published notice of the matching program in the FR for a thirty (30) day public comment period as required by 5 U.S.C. § 552a(e)(12).

On such Effective Date, this Agreement will supersede and replace all previously executed Computer Matching Agreements, including all renewals and modifications thereof, between the Parties.

## **B. Renewal of the Agreement**

This Agreement may be extended with respect to any or all of the FCB programs for one twelve (12) month period upon mutual agreement by both Parties, if the renewal occurs within three (3) months of the expiration date of this Agreement. Renewals are subject to the requirements of the Privacy Act, including certification by the Parties to the responsible DIB (as described in section XVII of this Agreement) that:

- The matching programs to be renewed will be conducted without any change, and
- Each party to the agreement certifies to the responsible DIB in writing that the matching program has been conducted in compliance with the original Agreement.

## **C. Termination of the Agreement**

This Agreement shall terminate when the purpose of the computer match has been accomplished, or after eighteen (18) months from the effective date of the Agreement without notice from either party (whichever comes first). This Agreement may also be terminated, nullified, or voided by either USAC, the FCC or Agencies, if:

- Any Party violates the terms of this Agreement; or
- USAC or Agencies or their authorized users misuse or improperly handle the data provided by the other party; or
- The Parties mutually agree to terminate this Agreement prior to its expiration after eighteen (18) months; or
- Any Party provides the other with thirty (30) days written notice.

## **XVII. DATA INTEGRITY BOARD REVIEW/APPROVAL**

The FCC's DIB will review and approve this Agreement prior to implementing this matching program. Disapproval by the DIB may be appealed in accordance with the procedures set out in 5 U.S.C. § 552a(u)(5). Further, the FCC's DIB will perform an annual review of this matching program. USAC agrees to notify the Chair of the FCC DIB of any changes to or termination of this Agreement.

This Agreement may be modified only by mutual consent of the Parties and approval of the FCC DIB. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in the OMB CMPPA Guidance.

## **XVIII. POINTS OF CONTACT**

<p><b>Wisconsin Department of Health</b> Blake Hay, Privacy Officer Wisconsin Department of Health Services Office of Legal Counsel 1 West Wilson Street Madison, WI 53703 Tel.: 608-266-7957 Email: <a href="mailto:Blake.Hay@dhs.wisconsin.gov">Blake.Hay@dhs.wisconsin.gov</a></p> <p><b>Wisconsin Department of Revenue</b> Wisconsin Department of Revenue Jared Williams, Disclosure Officer 2135 Rimrock Road Madison, WI 53713 Tel.: 608-266-5484 Email: <a href="mailto:Jaredj.Williams@wisconsin.gov">Jaredj.Williams@wisconsin.gov</a></p>	<p><b>USAC</b> Tim O'Brien Vice President, Lifeline USAC 700 12th Street, NW, Suite 900 Washington, DC 20005 Tel.: 202-772-5205 Email: <a href="mailto:Tim.OBrien@usac.org">Tim.OBrien@usac.org</a></p>
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**XIX. APPROVALS AND SIGNATURES**

**FEDERAL COMMUNICATIONS COMMISSION (FCC)**

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

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**Mark Stephens**  
Managing Director  
FCC

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Date

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## **FCC'S DATA INTEGRITY BOARD**

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

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**Elliot S. Tarloff**  
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.



\_\_\_\_\_  
**Tim O'Brien**  
Vice President, Lifeline  
USAC

8/2/23

\_\_\_\_\_  
Date

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**WISCONSIN DEPARTMENT OF HEALTH SERVICES (DHS)**

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 DHS.

DocuSigned by:  
*Jamie Kuhn*  
355A78BA65C24AC...  
**Jamie S. Kuhn**  
Medicaid Director  
Wisconsin Department of Health Services


7/24/2023  
Date

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**WISCONSIN DEPARTMENT OF REVENUE (DOR)**

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 DOR.

DocuSigned by:



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7/12/2023 | 4:40 PM CDT

**Susan Duker**  
Administrator  
Division of Income, Sales and Excise Tax

\_\_\_\_\_  
Date

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