

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**AND**  
**THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY**  
**REGARDING THE**  
**FEDERAL COMMUNICATIONS COMMISSION’S**  
**AFFORDABLE CONNECTIVITY PROGRAM**

**I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) between the U.S. Department of Agriculture (USDA) and the Universal Service Administrative Company (USAC) is to promote the expeditious sharing of data for verifying consumer eligibility for the Affordable Connectivity Program (ACP), which provides discounts to qualifying households for broadband services, as well as connected devices.

ACP provides discounts to low-income broadband subscribers who can demonstrate eligibility based on a variety of statutory criteria, including participation in other Federal benefit programs such as the Supplemental Nutrition Assistance Program (SNAP) and Medicaid. 47 U.S.C. § 1752. USAC administers ACP on behalf of the Federal Communications Commission (FCC). USAC’s National Verifier checks the eligibility of subscribers where possible through data matching agreements with State and Federal agencies that administer other Federal benefit programs. Data matching is used to verify the participation of applicants to ACP (and the FCC’s Lifeline program) in Federal benefit programs that qualify them to participate in the FCC’s connectivity programs.<sup>1</sup>

On November 15, 2021, the Infrastructure Investment and Jobs Act (Infrastructure Act) became law.<sup>2</sup> Section 60502(e) of the Infrastructure Act directs the Secretary of Agriculture, the Secretary of Education, and the Secretary of Health and Human Services, not later than 60 days after enactment, to “enter into a memorandum of understanding with [USAC] to provide for the expeditious sharing of data through the National Verifier . . . for the purposes of verifying consumer eligibility for [ACP].”<sup>3</sup> The same section also directs these entities, not later than 90 days after enactment, to “begin to share data under the memorandum of understanding . . . .” Other sections of the Infrastructure Act provide for collaboration on outreach activities with Federal agencies that administer programs that can be used to establish eligibility for ACP.<sup>4</sup>

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<sup>1</sup> A table of the FCC’s Computer Matching Agreements, their corresponding Federal Register Notices and the FCC’s Annual Computer Matching Reviews and Reports is available at <https://www.fcc.gov/managing-director/privacy-transparency/privacy-act-information#matching>.

<sup>2</sup> Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 429 (2021), available at <https://www.congress.gov/117/plaws/publ58/PLAW-117publ58.pdf>.

<sup>3</sup> See *id.* at div. F, tit. V, sec. 60502(e) (codified at 47 U.S.C. § 1752 note).

<sup>4</sup> See Section 60502(a)(10)(B)-(C)(i) (codified at 47 U.S.C. § 1752(b)(10)(B) (“The Commission shall collaborate with relevant Federal agencies, including to ensure relevant Federal agencies update their System of Records

## II. AUTHORITY

USDA and USAC enter into this MOU pursuant to the statutory directive in Section 60502(e) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 429, 1243-44 (2021), and other portions of Section 60502, 135 Stat. 1238-44.<sup>5</sup>

## III. BACKGROUND

A. USDA is the Federal executive agency responsible for developing and executing Federal laws related to farming, natural resource preservation, rural development, and food and nutrition. USDA's administration of its programs helps provide communities across the country with affordable, safe, and healthy food.

USDA administers the Supplemental Nutrition Assistance Program (SNAP), which is the Nation's largest domestic food and nutrition assistance program for low-income Americans. At the Federal level, the program is administered by USDA's Food and Nutrition Service (FNS). Federal regulations at 7 C.F.R. parts 271-285 define eligibility requirements, benefit levels, and administrative rules which, with a few exceptions, are nationally uniform. SNAP Agencies in all 50 States, as well as the District of Columbia, Guam, and the U.S. Virgin Islands, and Nutrition Assistance Programs (NAP) in the Commonwealth of the Northern Mariana Islands (CNMI), Puerto Rico, and American Samoa, are responsible for day-to-day operations of the program and determine eligibility, calculate benefits, and issue benefits to participants according to Federal requirements. In fiscal year (FY) 2021, the SNAP program served 41.5 million participants at a cost of \$112.6 billion.

The Special Supplemental Nutrition Program for Women, Infants, and Children (commonly known as the WIC program) serves to safeguard the health of low-income women, infants, and children younger than 5 who are at nutritional risk by providing nutritious foods to supplement diets, nutrition education, including breastfeeding promotion and support, and referrals to health and other social services. WIC is administered at the Federal level by FNS and operates through 89 WIC State agencies. These agencies cover all 50 States, the District of Columbia, 33 Indian Tribal Organizations (ITOs), and five U.S. Territories (American Samoa, Guam, Commonwealth of the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands). As the third largest USDA food and nutrition assistance program, WIC served about 6.2 million participants per month in fiscal year (FY) 2021, including almost half of all infants born in the United States. Federal costs for the WIC Program totaled \$4.9 billion in FY 2021.

FNS also administers both the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). NSLP is typically the Nation's second largest food and nutrition assistance program. NSLP operates in nearly 100,000 public and nonprofit private schools (grades PK-12) and residential childcare institutions. On average, NSLP provided low-cost or free lunches to 29.6 million children each school day in FY 2019, at a total cost of \$14.2 billion. SBP provides nutritious breakfasts to children, and operates in about 90,000 public and nonprofit private schools (grades PK-12) and residential child-care

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Notices, to ensure that a household that participates in any program that qualifies the household for the Affordable Connectivity Program is provided information about the Program, including how to enroll in the Program.”), 47 U.S.C. § 1752(b)(10)(C)(i) (“The Commission may conduct outreach efforts to encourage eligible households to enroll in the Affordable Connectivity Program.”)).

<sup>5</sup> See 47 U.S.C. § 1752.

institutions. On average, SBP provided low-cost or free breakfasts to 14.8 million children each school day in FY 2019, at a total cost of \$4.5 billion.

FNS also administers the Food Distribution Program on Indian Reservations (FDPIR), which provides USDA foods to income-eligible households living on Indian reservations and to Native American households residing in designated areas near reservations or in Oklahoma. USDA distributes both food and administrative funds to participating ITOs and State agencies to operate FDPIR.

B. The FCC is an independent Federal regulatory agency created by the Communications Act of 1934, 47 U.S.C. § 151, et seq., for the “purpose of regulating interstate and foreign commerce in communication by wire and radio so as to make available, so far as possible, to all the people of the United States . . . a rapid, efficient, Nation-wide, and world-wide wire and radio communication service with adequate facilities at reasonable charges, for the purpose of promoting safety of life and property through the use of wire and radio communications . . . .”

Through the Federal Universal Service Fund (USF) and its four component programs, the FCC’s mission is to advance the goals of universal service—that all Americans have access to robust, affordable broadband and voice services. The four universal service programs are (1) the Rural Health Care program, which provides funding for telecommunications and broadband services to eligible healthcare providers; (2) the High-Cost program, which provides support for the deployment of modern communications networks capable of providing broadband and voice service to rural, insular, and high-cost areas; (3) the Lifeline program, which provides eligible low-income consumers discounts on qualifying communications services; and (4) the E-Rate program, which provides funding for broadband to schools and libraries.

The FCC also administers ACP, which provides discounts for broadband services and connected devices to low-income subscribers, and directs USAC’s administration of the program. ACP has an associated system of records under the Privacy Act of 1974, as amended.<sup>6</sup>

C. USAC is an independent, not-for-profit corporation designated as the Administrator of the FCC’s Federal universal service support mechanisms.<sup>7</sup> 47 C.F.R. §§ 54.701-717. USAC administers each of the USF programs consistent with Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254; 47 C.F.R. Part 54; 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 (2020), as amended by the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 429 (2021), and pursuant to a Memorandum of Understanding between the FCC and USAC, USAC also administers ACP on behalf of the FCC.<sup>8</sup> USAC’s administration of these programs under the direction of the FCC helps provide communities across the country with affordable connectivity services.

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<sup>6</sup> 5 U.S.C. § 552a; FCC/WCB-3, Affordable Connectivity Program, Notice of a Modified System of Records, 86 Fed. Reg. 71494 (2021), located at <https://www.fcc.gov/sites/default/files/sor-fcc-wcb-3.pdf>.

<sup>7</sup> 47 C.F.R. §§ 54.701-717.

<sup>8</sup> Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182, 2129-36 (2020), div. N, tit. IX, §§ 904(a)(10)-(11) (referencing USAC databases), 904(i)(5) (authorizing the FCC to avail itself of the services of the Universal Service Administrative Company); Revised and Restated Memorandum of Understanding Between the Federal Communications Commission and the Universal Service Administrative Company Regarding the Affordable Connectivity Program (Mar. 2, 2022), located at <https://www.fcc.gov/coronavirus-response-and-relief>.

USAC may collect and verify eligibility of subscriber data in FCC benefit programs under the statutory authorities cited above and applicable FCC orders, rules and regulations.<sup>9</sup> 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.<sup>10</sup> 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.<sup>11</sup> Congress mandated the use of the National Verifier to conduct eligibility determinations for ACP.<sup>12</sup>

USAC is required to comply with all applicable laws and Federal government guidance on privacy and information security standards and requirements, such as the Privacy Act, relevant provisions in the Federal Information Security Modernization Act of 2014, National Institute of Standards and Technology publications, and Office of Management and Budget guidance.

#### IV. COOPERATIVE ACTIONS

A. USDA and USAC (together, the Parties, and individually, a Party) intend to communicate and cooperate to support efficient eligibility determinations for ACP based on participation in USDA Federal benefit programs that are qualifying criteria for ACP to the extent allowed by Federal law. USDA's FNS administers SNAP pursuant to the Food and Nutrition Act, codified at 7 U.S.C. Chapter 51. Enrollment in SNAP by at least one member of a household qualifies the household for benefits under the FCC's ACP.<sup>13</sup> USDA's FNS administers WIC pursuant to Section 17 of the Child Nutrition Act, codified at 42 U.S.C. 1786.<sup>14</sup> Enrollment in WIC by at least one member of a household qualifies the household for benefits under the FCC's ACP.<sup>15</sup> USDA's FNS administers NSLP and SBP. If at least one member of a household has been approved to receive benefits under the free and reduced-price lunch program under the Richard B. Russell National School Lunch Act (42 U.S.C. § 1751 et seq.) or the school breakfast program under Section 4 of the Child Nutrition Act of 1966 (42 U.S.C. § 1773), the household qualifies for benefits under the FCC's ACP.<sup>16</sup> USDA's FNS administers FDPIR, which is another qualifying program for ACP and would follow the same household enrollment criteria as SNAP.<sup>17</sup>

B. USDA and USAC intend to foster communications and cooperation between USAC and State agencies, including ITOs, that administer FNS programs in support of data matching and outreach activities. USDA does not collect program participant data that would be useful for purposes of verifying an individual's eligibility for ACP. USDA, however, can encourage State agencies that administer FNS programs that may have such data available to share for this purpose.

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<sup>9</sup> See, e.g., *Lifeline and Link Up Reform and Modernization Order et al.*, Third Report and Order, Further Report and Order, and Order on Reconsideration, 31 FCC Rcd 3962 (2016) (Lifeline Reform Order).

<sup>10</sup> *Id.* at 4006, para. 126.

<sup>11</sup> *Id.* at 4011-12, paras. 135-37.

<sup>12</sup> See 47 U.S.C. § 1752(b)(2)-(3); *Affordable Connectivity Program, Emergency Broadband Benefit Program*, WC Docket Nos. 21-450 & 20-445, Report and Order and Further Notice of Proposed Rulemaking, FCC 22-2, para. 22 (Jan. 21, 2022).

<sup>13</sup> 47 U.S.C. § 1752(a)(6)(A); 47 C.F.R. § 54.409(a)(2).

<sup>14</sup> WIC program regulations are codified at 7 C.F.R. Part 246, and regulations on confidentiality of participant data are in 7 C.F.R. § 246.26(d), (h).

<sup>15</sup> 47 U.S.C. § 1752(a)(6)(E).

<sup>16</sup> 47 U.S.C. § 1752(a)(6)(B).

<sup>17</sup> 47 U.S.C. § 1752(a)(6)(A); 47 C.F.R. § 54.409(b).

As one example of previous communications and cooperation regarding SNAP, in 2014, the FNS Administrator and the FCC’s Wireline Competition Bureau Chief jointly sent a letter to State administrators of SNAP declaring that the FCC’s Lifeline program administered by USAC is a “Federal assistance program” within the meaning of the Food and Nutrition Act. Thus, under Section 11(e)(8)(A) of the Food and Nutrition Act, SNAP State agencies may disclose certain SNAP recipient information to persons directly connected with the administration or enforcement of Lifeline for the purposes of verifying whether an applicant consumer qualifies for Lifeline, subject to Federally-mandated disclosure requirements.<sup>18</sup> USAC and the FCC have since been able to enter into computer matching agreements with 21 State agencies that administer SNAP, plus Puerto Rico. The computer matching agreements, which comply with the Privacy Act and related Federal statutes, provide for accurate and automated eligibility checks for applicants and subscribers to ACP and Lifeline that qualify based on SNAP enrollment. Other programs such as WIC, NSLP, and SBP are subject to different Federal requirements, so any future communications and cooperation efforts in support of ACP would be tailored to those programs.

C. USDA and USAC intend to collaborate in outreach activities, subject to applicable Federal requirements, to reach persons/households eligible for ACP based on their participation in SNAP, WIC, NSLP, SBP, and FDPIR.

D. The Parties anticipate regularly discussing opportunities to support data matching activities between USAC and State agencies (including ITOs) that administer the applicable FNS programs, and sharing expertise regarding Federal benefit programs. Points of contact are listed below for each Party.

## V. POINTS OF CONTACT

### **For the U.S. Department of Agriculture:**

Primary:

Leigh Gantner  
Special Assistant, Office of the Administrator  
Food and Nutrition Service  
USDA  
1320 Braddock Place  
Alexandria, VA 22314  
703-305-2062  
Email: Leigh.Gantner@usda.gov

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<sup>18</sup> 7 U.S.C. § 2020(e)(8)(A).

Secondary:

Dr. Tameka Owens  
Assistant Administrator  
Food and Nutrition Service  
USDA  
1400 Independence Avenue, SW  
Washington, DC 20250  
703-305-2064  
Email: Tameka.Owens@usda.gov

**For the Universal Service Administrative Company:**

Pamela Hughet  
Vice President, Lifeline  
USAC  
700 12th Street, NW, Suite 900  
Washington, DC 20005  
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Email: Pamela.Hughet@usac.org

**VI. LIMITATIONS**

- A. All activities under the MOU are subject to the availability of personnel, resources, and funds.<sup>19</sup> This MOU does not call for the transfer of funds between the Parties. This MOU shall not be construed to obligate any particular expenditure or commitment of funds and/or resources and is subject to appropriations. This MOU does not affect or supersede any existing agreements or arrangements the Parties may have with each other or other agencies or entities, and does not affect the ability of the Parties to enter into other agreements or arrangements with regard to issues that may be related to the MOU.
- B. This MOU is solely intended to satisfy the requirements of Section 60502 of the Infrastructure Act. Nothing contained in this MOU constitutes a mandate or requirement imposed on the Parties that is additional to the mandates or requirements imposed on the Parties by Federal statutes and regulations. This MOU does not impose any legally binding obligation on the Parties.
- C. Nothing in this MOU is intended to conflict with current law or regulation or the directives of the Parties. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall continue to represent the understanding between the Parties.
- D. Each Party will be responsible for its own actions and the results thereof and shall not be responsible for the acts of the other Parties and the results thereof.

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<sup>19</sup> See, e.g., 47 U.S.C. § 1752(i)(3) (“Amounts in the Affordable Connectivity Fund shall be available to the Commission for reimbursements to participating providers . . . and the Commission may use not more than 2 percent of such amounts to administer the Affordable Connectivity Program.”); Revised and Restated Memorandum of Understanding Between the Federal Communications Commission and the Universal Service Administrative Company Regarding the Affordable Connectivity Program (Mar. 2, 2022), located at <https://www.fcc.gov/coronavirus-response-and-relief>.

## VII. CONFIDENTIALITY

A. The Parties recognize the importance of maintaining the confidentiality of any non-public information shared pursuant to this MOU. The Parties agree they will disclose such information only to the extent permitted by the applicable statutes and regulations, and that all USAC employees and its agents are required to execute a confidentiality agreement before receiving access to any non-public information under this MOU. USAC may share any information received under this MOU with the FCC subject to the confidentiality provisions contained herein. All information provided or received pursuant to this MOU shall be used only for official purposes as described under Section IV. of this MOU.

B. Any non-public information shared pursuant to this MOU remains the property of the Party that shares it unless that Party states otherwise in writing. Except as otherwise required by applicable law, the Party shall take all actions reasonably necessary to preserve, protect, and maintain all privileges and claims of confidentiality related to all non-public information provided pursuant to this MOU. Nothing in this MOU waives or alters any privilege, claim of confidentiality, or other protection applicable to information provided pursuant to this MOU. Accordingly, exchange of information pursuant to this MOU would not constitute a prior disclosure that would serve to waive the exemptions that could otherwise be asserted under the Freedom of Information Act, 5 U.S.C. § 552.

C. All information obtained by USDA from USAC, and all information obtained by USAC from USDA, shall remain the property of the providing Party, and, to the extent practicable, shall be maintained and identified as such and may not be disclosed to a third party, except as permitted in writing by the providing Party or as otherwise provided for in this MOU. Each Party shall, upon the reasonable request of the providing Party, or the termination of this MOU, to the extent permitted by law, return, destroy, delete, or otherwise dispose of any information as directed by the producing Party.

In the event a third party makes a request (including, but not limited to, any demand, subpoena, court order or request made pursuant to the Freedom of Information Act or the Privacy Act of 1974, 5 U.S.C. § 552a) for access to or copies of non-public information received by one Party from another Party, when permissible, the Party receiving the information shall:

1. As soon as practicable, notify the Party providing the information of the third-party request for such information in writing, including a copy of the request.
2. If the request is made pursuant to the Freedom of Information Act or the Privacy Act, if practicable, refer such request for material obtained from the providing Party back to that providing Party for a direct response to the requesters. If making such a referral is not practicable, the receiving Party shall consult with the providing Party in connection with its response to the requester. It is understood that USAC-produced records relating to the ACP are “agency records” of the FCC subject to the Freedom of Information Act, and USAC will coordinate with the FCC regarding requests for access to such records pursuant to procedures agreed upon between the FCC and USAC.
3. If the request is not made pursuant to the Freedom of Information Act or the Privacy Act, before complying with the third-party request, consult with the providing Party and, to the extent applicable, give the providing Party a reasonable opportunity to respond to the demand or request and to assert all reasonable and appropriate legal exemptions or privileges that the Party providing the information may request be asserted on its behalf.

D. Subject to the procedures in Section VII.C above, nothing in this Section VII. prevents a Party from complying with either: (1) a legally valid and enforceable order of a court of the United States; (2) an official request from the United States Congress, or any committee thereof; and/or (3) a request from the Government Accountability Office (Comptroller General).

E. The Parties shall use appropriate administrative, technical, procedural, and physical safeguards against unauthorized use and disclosure of the information exchanged under this MOU. Appropriate safeguards include policies and procedures that ensure the information shared under this MOU is used solely in accordance with each Party's respective statutory duties and responsibilities for the purposes outlined in this MOU, and in compliance with the Freedom of Information Act. As applicable, each Party will maintain such non-public information in a manner that conforms to the standards that apply to Federal agencies for the protection of the confidentiality of non-public information and personally identifiable information and for data security and integrity, including the Freedom of Information Act, the Trade Secrets Act, and the Privacy Act. Each Party shall restrict access to the other Party's non-public information to its officers, employees, consultants, contractors, and agents who have a need for such information in the performance of their official duties and who have entered into a confidentiality agreement that covers such information.

F. The Parties shall protect the confidentiality of information governed by the above statutes, as applicable to each Party, as well as internal information, and to prevent unauthorized access to the information provided by the other Party. Each Party shall immediately notify the other Party of any actual or suspected unauthorized disclosure of information shared under this MOU, and the specific data request involved, and make every reasonable effort to correct promptly the inadvertent disclosure. Nothing in this MOU waives or is intended to waive or alter any existing statutory or regulatory requirements governing the disclosure of non-public information.

G. If the Parties were to engage in any data matching, such data matching would only be conducted in accordance with the Privacy Act and related statutes and regulations, including any applicable requirements regarding the execution of a computer matching agreement and information security agreement, and in accordance with the statutes and regulations governing the Parties, including those that apply to the handling of confidential information.

## **VIII. MODIFICATION**

This MOU may be modified upon the mutual written consent of the Parties and such modification shall be effective when executed by the Parties.

## **IX. NO THIRD-PARTY RIGHTS**

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a Party against the United States, its agencies, its officers, or any person.



**X. EFFECTIVE DATE AND TERMINATION**

The terms of this MOU will become effective when signed by both Parties and is expected to remain in effect for three (3) years. Each Party, upon thirty (30) days written notice to the other Party, may terminate this MOU. This MOU may be extended by mutual agreement of the Parties.

This MOU may be executed in counterparts. Each counterpart may bear a penned or digital signature, which signature of or on behalf of the Parties can be seen, and may be transmitted by mail, by hand, or electronically. Each counterpart shall be regarded as an original and all of them taken together shall constitute one and the same agreement.

**APPROVED AND ACCEPTED FOR  
THE U.S. DEPARTMENT OF AGRICULTURE**

By: /s/ Cindy Long

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Administrator  
Food and Nutrition Service  
U.S. Department of Agriculture

Date:

**APPROVED AND ACCEPTED FOR  
THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY**

By: /s/ Radha Sekar



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CEO  
Universal Service Administrative Company

Date: June 9, 2022