

# COMPUTER MATCHING AGREEMENT

BETWEEN

U.S. DEPARTMENT OF EDUCATION

AND

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY AND THE FEDERAL  
COMMUNICATIONS COMMISSION

## I. INTRODUCTION

This document constitutes a computer matching agreement (Agreement or CMA) between the Universal Service Administrative Company (USAC), the Federal Communications Commission (FCC), and the U.S. Department of Education (ED) (collectively, the Parties and individually, a Party). The purpose of this Agreement is to comply with the requirements of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (CMPPA), Pub. L. No. 100-503, 102 Stat. 2507 (1988), and the Computer Matching and Privacy Protection Amendments of 1990, Pub. L. No. 101-508 § 7201, 104 Stat. 1388 (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) guidance, which provide the requirements that the Federal Government must follow regarding use, treatment, and safeguarding of data; and Office of Management and Budget (OMB) guidance pertaining to privacy, information security, and computer matching.

### 1. Title of Matching Program

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

### 2. Matching Agencies

1. Source Agency: ED
2. Recipient Agency: FCC (and USAC)

## II. PURPOSE AND LEGAL AUTHORITIES

### 1. Purpose

The results generated by this Agreement will serve as one of several data points to verify eligibility of applicants to and subscribers of the federal Affordable Connectivity Program (ACP) using the National Lifeline Eligibility Verifier (National Verifier) and to further the

integrity of the ACP. This Agreement seeks to ensure that applicants to and subscribers in the ACP are eligible to receive the ACP benefits provided for by statute.

This will be accomplished by matching specific USAC data with data in ED's Common Origination and Disbursement (COD) System that identify individuals with current Federal Pell Grant disbursements in an active award year. In doing so, and consistent with the terms of this Agreement, USAC shall transmit the ACP applicants' personally identifiable information described in section IV.2. of this Agreement (USAC Data) to ED, and ED shall confirm with an affirmative confirmation for those ACP applicants and subscribers who have a current Federal Pell Grant disbursement in an active award year. USAC and ED 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.2. of this Agreement.

The Parties agree that the information exchanged through this Agreement shall be utilized by the Parties only for the purpose of verifying whether a qualified assistance recipient is eligible for the ACP, except if another use is required by law or essential to the conduct of the matching program.

## **2. Legal Authorities**

The Privacy Act establishes procedural requirements for agencies to follow when engaging in matching programs.

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

The FCC has designated USAC as the Administrator of federal support mechanisms, 47 C.F.R. §§ 54.701-717. Under the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182, 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), and USAC maintains records on behalf of the FCC as set forth in this Agreement, 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 the ACP applicant and subscriber data under the statutory authorities cited above and applicable FCC orders, rules, and regulations.

### **2. ED**

ED's legal authority for this matching program and the associated disclosures is provided by Section 904 of division N of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260) as amended by Division F, Title V of the Infrastructure and Investment Jobs Act, Pub. L. No. 117-58, and the Privacy Act, 5 U.S.C. § 552a. Prior to sending any records under this

matching program to ED, USAC will obtain the prior written consent of all applicants for and subscribers to the ACP benefits whose eligibility is based on being a recipient of a Federal Pell Grant so as to permit ED to disclose their receipt of a Federal Pell Grant disbursement in an active award year to USAC and the FCC under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g(b) and 34 C.F.R. § 99.30, and the Privacy Act.

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

#### **1. Justification**

The FCC has directed USAC to develop and implement the National Verifier. The National Verifier will be used to determine eligibility for and enroll eligible individuals into the ACP and also may be used to periodically recertify the eligibility of such individuals. ED administers the Federal Pell Grant Program, which is a qualifying eligibility program for the ACP.

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

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

USAC and the FCC estimate that roughly 7,000 ACP applicants per month (84,000 annually) will not be required to upload Federal Pell Grant documentation with the connection in place. This could result in \$252,000 in annual savings related to eligibility documentation review, at \$3 per application. It is anticipated that approximately 25,000 ACP subscribers that qualified via the Federal Pell Grant will be recertified annually via the ED connection. This could result in \$75,000 in annual savings related to the manual review of recertification applications, at \$3 per application. In total, the connection to ED's Federal Pell Grant database would enable the National Verifier to avoid an estimated \$327,000 in annual costs to the ACP based on electronic eligibility determinations for both new applications and required recertifications.

Currently, the verification of ACP eligibility costs \$3 per application for an annual cost of \$327,000. ED's one-time development costs for FY23 are \$121,777; ED's recurring maintenance for the labor to maintain this Agreement and contractor oversight are \$4,117; and the recurring costs to maintain ED's system are \$47,250 for a total of \$173,144. USAC's one-time development costs are \$170,000. The first year savings will be a negative savings of -\$16,144 ( $\$327,000 - (\$173,144 + \$170,000)$ ).

In future years, ED anticipates that the cost will be \$51,367 for normal operations and maintenance and \$4,117 for contractor oversight and FCC/USAC anticipates that the cost will be \$25,000 for normal operations and maintenance. FCC anticipates seeing an annual savings of \$246,516 after reimbursing ED for the normal operations and maintenance and contractor oversight of \$55,484. FCC will reimburse ED for the development and all

recurring costs to maintain this Agreement, contractor oversight, and the system. Total newly imposed costs for the matching program are estimated to be \$343,144 in the initial matching period.

This matching program will improve eligibility determinations for the ACP applicants and subscribers who qualify via the receipt of Federal Pell Grant disbursements in an active award year. Therefore, additional cost savings to the ACP are expected. The automated eligibility verification through a matching program with ED is also expected to help reduce total improper payments for the ACP. There is currently insufficient data to determine the amount of reduction in the total improper payments for the ACP; however, we anticipate that the improper payment savings will contribute to the overall benefit of this matching program.

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

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

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

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

- The FCC’s ACP system of records that the FCC has designated as FCC/WCB-3, last published in the *Federal Register* on December 16, 2021 (86 FR 71494). Routine Use No. 3 supports the FCC’s disclosures under this Agreement.

###### **ED**

The ED records shared as part of this Agreement reside within the following:

- ED’s “Common Origination and Disbursement (COD) System” (18-11-02), last published in the *Federal Register* on September 13, 2022 (87 FR 56015).

The Parties understand and agree that the foregoing systems of records notices may be modified during the duration of this matching program and that such modifications will not require a modification of this Agreement.

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

The estimated number of records is subject to the number of individuals who apply for the ACP service and who recertify eligibility for that service.

In the case of the ACP, approximately 564,000 applications per year have Federal Pell Grant selected as an eligibility program and, of these, approximately 501,000 will be vetted against the ED connection using ED’s “Common Origination and Disbursement (COD) System” (18-11-02). It is anticipated that approximately 25,000 ACP subscribers that qualified via the Federal Pell Grant will be recertified annually via the ED connection.

## **2. Description of the Match**

ED will match the USAC Data elements to identify any ACP applicants and subscribers who have a qualifying current Federal Pell Grant disbursement in an active award year. ED will only return a yes for a positive match. ED will not release any other information from the Federal Pell Grant recipient's records.

The real time match will be based on the following list of data elements: first name, last name, date of birth, last four digits of Social Security Number. USAC will authenticate the identity of any individual applicant for or subscriber to ACP services whose eligibility is based on being a recipient of a Federal Pell Grant, concurrently with submitting the foregoing data elements on such individual applicant or subscriber to ED under this matching program. Before USAC submits the foregoing data elements on any such individual applicant or subscriber to ED under this matching program, USAC also will obtain their prior written consent that has been signed and dated by such applicant or subscriber that permits ED to disclose their Federal Pell Grant disbursement data in an active award year to verify their eligibility for ACP services to USAC and the FCC under the Privacy Act and FERPA. Upon ED's request, USAC will provide any such written consent to ED.

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

As described in greater detail in section XVI of this Agreement, 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 via a Report of a New Matching Program per the requirements of section 9 of OMB Circular No. A-108;
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 computer matching agreements to specify procedures for notifying applicants for and recipients of financial assistance or payments under federal benefit programs at the time of application and other periodic notice as directed by the Data Integrity Board (DIB) of the FCC or ED (subject to guidance provided by the Director of OMB) that any information provided by such applicants or recipients may be subject to verification through matching programs.

As previously noted in section IV.1. of this Agreement, the FCC has published a system of records notice for the ACP system of records as reflected on the FCC's website - <https://www.fcc.gov/managing-director/privacy-transparency/privacy-act-information#systems>. Routine Use No. 3 supports the FCC's disclosures under this Agreement. As described in section IV.3. of this Agreement, the FCC will also publish a Matching Notice in the *Federal Register* to publicly disclose the establishment of this program. USAC and the FCC will make a copy of this Agreement available to the public upon request and will provide a link to this Agreement on the Privacy Program Page of their respective websites.

The FCC includes notices on all applications for the ACP that the information provided on the application may be collected, used, shared, and retained for the purpose of applying for and/or receiving the ACP benefit. The FCC will inform applicants and current subscribers at the time of certification and recertification that the information they provide may be used in a matching program with other federal agencies. (See, e.g., FCC Form 5645, Affordable Connectivity Program Application Form; and FCC Form 5648, Affordable Connectivity Program Recertification Form.) In addition, the system of records notice pertaining to the ACP and described above in section IV.1. provides constructive notice that personal information in the ACP system may be shared for matching purposes.

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

### **1. General**

The Parties acknowledge and agree that this matching program is not the sole basis through which a beneficiary's eligibility for the ACP 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.

### **2. Verification Procedures**

1. USAC and the FCC will be responsible for ensuring that USAC data is current and accurate when it is provided to ED.
2. ED relies in part on institutions of higher education for the accuracy of its Federal Pell Grant data, but will only be responsible for making reasonable efforts to assure that its data is accurate, complete, timely, and relevant for ED purposes when it is provided to USAC.
3. USAC and the FCC will not deny, terminate, or make a final decision of any benefit to an individual or take other adverse action against such individual solely

as the result of the information produced by this matching program until an officer or employee of USAC has independently verified such information.

4. USAC's independent verification includes: (1) comparing automated data with manual files to verify whether an applicant or subscriber received a Federal Pell Grant Pell Grant disbursement in an active award year, 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 check by a USAC employee or designated contractor is unable to validate the receipt of a Federal Pell Grant disbursement in an active award year.

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

USAC and the FCC will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or subscriber receiving the ACP benefits solely based on data disclosed from ED 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 and the FCC agree 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**

### **1. FCC**

1. The FCC submitted the Emergency Broadband Benefit Program (EBB Program)/Affordable Connectivity Program draft record schedule (DAA-0173-2021-0022) to the National Archives and Records Administration (NARA) in 2021 and, following revisions, resubmitted the draft schedule to NARA on January 18, 2023. The schedule sets forth a retention period for EBBP and ACP records of ten (10) years or when the records are no longer needed for business or audit purposes, whichever comes later. No EBBP or ACP records may be destroyed until the schedule is approved. Upon approval of the schedule by NARA, USAC will retain data it receives from ED under this Agreement for ten (10) years after the end of the calendar year from date the data is received from ED, or when no longer needed for business or audit purposes, whichever comes later, and such data can only be destroyed with the approval of the FCC. 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.
2. USAC will store data it receives from ED under this Agreement within the National Verifier system/data and such data will be encrypted in transit and at rest.
3. Any paper-based documentation used to determine whether a record was matched in FCC/USAC'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 FCC/USAC during an investigation will be destroyed as soon as they have served the matching program's purpose under records retention requirements established with NARA. Destruction will be by shredding, burning, or electronic erasure.

### **2. ED**

1. ED will destroy all records with identifiable information received from USAC that are matched under this Agreement 90 days after ED's receipt of the records, with the exception of records that ED's Office of Inspector General creates or receives during any investigation or audit, which will be destroyed in accordance with "Office of Inspector General Simplified Records Schedule" (DAA-0441-2021-0001), as appropriate.



## **VIII. SECURITY PROCEDURES**

FCC, USAC, and ED agree to adhere to the following information security procedures:

### **1. Administrative Safeguards**

FCC, USAC, and ED will comply with the existing and future requirements set forth by the Privacy Act (5 U.S.C. § 552a), 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), 32 CFR Part 2002, and the most recent version of NIST SP 800-53 (Security and Privacy Controls for Information Systems and Organizations), including any amendments published after the effective date of this Agreement. These laws, directives, and regulations include requirements for safeguarding federal information systems, personally identifiable information (PII), and controlled unclassified information when 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 will restrict access to the data matched and to any data created by the match to only USAC's authorized employees, contractors, and officials who need it to perform their official duties for the use of the data authorized in this Agreement. USAC will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

### **2. Technical Safeguards**

1. USAC, the FCC, and ED 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 and integrity of the data, so unauthorized persons cannot retrieve any data by computer, remote terminal, or other means.
2. USAC, the FCC, and ED 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. When FIPS 140-3 officially supersedes FIPS 140-2, each party shall work to ensure compliance with FIPS 140-3.
3. Authorized system users will be identified by User ID and password, and individually tracked to safeguard against the unauthorized access and use of the system. System logs of all user actions will be saved, tracked, and monitored periodically.

4. USAC will transmit data to ED via encrypted secure file delivery system. For each request where ED matches on a current Pell Grant Disbursement in an active award year, a response will be sent back to USAC to indicate success of transmission.

### 3. Physical Safeguards

USAC and ED agrees 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.

## IX. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

1. 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.”
  2. FCC, USAC, and ED agree to report and track incidents in accordance with the most current version of OMB and Cybersecurity & Infrastructure Security Agency (CISA) (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:
    - FCC or USAC will promptly notify the following contacts at ED:
      - **Computer Security Issues**  
Devin Bhatt, Acting FSA Chief Information Security Officer  
U.S. Department of Education, Federal Student Aid Technology Office  
830 First Street, NE, Washington, DC 20202-5454  
Telephone: (202) 377-4522  
Email: [Devin.Bhatt@ed.gov](mailto:Devin.Bhatt@ed.gov)
      - **Systems Security Issues**  
Folajimi “Jimi” Ayodele, System Owner’s Primary Representative Business Technical Lead,  
COD  
U.S. Department of Education, Program Support Management Services  
830 First Street, NE, Washington, DC 20202-5454  
Telephone: (202) 377-3089  
Email: [Folajimi.Ayodele@ed.gov](mailto:Folajimi.Ayodele@ed.gov)
- Balaji Mysore, ISSO,  
COD  
U.S. Department of Education, Federal Student Aid Technology Office

830 First Street, NE, Washington, DC 20202-5454  
Telephone: (202) 377-3120  
Email: Balaji.Mysore@ed.gov

- ED 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 ED of an incident, or receiving notification of an incident from ED, FCC or 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.
3. 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 Chief Information Security Officer, Jeremy Hayes: (202) 916-3584
    - USAC Privacy Officer, Laurence Schecker: (202) 263-1646
  - **ED**
    - EDCIRC: [EDSOC@ed.gov](mailto:EDSOC@ed.gov): (202) 245-6550
4. If either FCC, USAC, or ED 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).
5. FCC, USAC, and ED 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 in accordance with OMB M-17-12, including:
- Notifying the proper organizations (e.g., Cybersecurity & Infrastructure Security Agency (CISA) (US-CERT), the Information Systems Security Officers (ISSOs), and other contacts listed in this document);
  - Conducting a breach and risk analysis, and determining the need for notice and/or remediation to individuals affected by the loss; and
  - Providing such notice and credit monitoring at no cost to the other Party, if the analysis conducted by the Party having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.

6. 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/or litigation associated with breaches to USAC systems; the FCC is responsible only for costs and/or litigation associated with breaches to FCC systems; and ED is responsible only for costs and/or litigation associated with breaches to ED systems.

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

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

FCC, USAC and ED agree to these restrictions on use, duplication, and disclosure of information furnished by the other Party:

1. Absent additional statutory authorization, the records exchanged by the Parties as part of the administration of this matching program, and under this Agreement, will be used to match for the purpose stated under this Agreement, which is to verify eligibility for the ACP. Unless essential to the conduct of the matching program or required by law, USAC, the FCC, and ED will not use the data derivatively, duplicate the data, or disclose the data internally or externally. Information about "non-matching" individuals will not be used or disclosed by the Parties for any purpose outside of this Agreement.
2. Records obtained by USAC under this matching program and created by the match will not be disclosed or redisclosed to another USAC system other than the National Verifier or the National Lifeline Accountability Database, or outside of USAC, except as essential to the conduct the matching program or as required by law.
3. 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 Parties regarding the disclosure request, to the extent legally permissible.
4. USAC, the FCC, and ED 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.

5. 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 Parties.

## **XI. RECORDS ACCURACY ASSESSMENTS**

FCC 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.

COD Data Quality begins with the annual COD Technical Reference. These instructions provide field by field reporting instructions along with the acceptance criteria and the error response code when the data are not in line with COD standards. ED estimates that the percentage of records reported with errors is consistently less than 0.3%, giving COD an accuracy rate of 99.7%. As new regulations and laws are enacted COD is often tapped to collect additional data which require these instructions to be updated.

## **XII. COMPTROLLER GENERAL ACCESS**

The Parties authorize the Comptroller General of the United States (the U.S. Government Accountability Office), upon request, to have access to all USAC, FCC, and ED records necessary to monitor or verify compliance with this Agreement, in accordance with 5 U.S.C. § 552a(o)(1)(K). This Agreement also authorizes the Comptroller General to inspect any records used in the matching program covered by this Agreement under 31 U.S.C. § 716 and 5 U.S.C. § 552a(b)(10).

## **XIII. INSPECTOR GENERAL ACCESS**

The Parties authorize the FCC and ED Offices of Inspector General, upon request, to have access to any records used in the matching program covered by this Agreement for investigations, audits, or evaluation matters relating to any programs or operations for which they have responsibilities under the Inspector General Act of 1978, as amended.

## **XIV. REPORT TO CONGRESS**

After this Agreement has been fully executed and approved by all of the signatories set forth in section XIX below, 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), and report on the new matching program to the appropriate Committees of Congress and OMB, as required by 5 U.S.C. § 552a(r) and section 9 of OMB Circular No. A-108.

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

This Agreement does not obligate funds for any particular expenditure nor does it authorize the transfer of funds and/or resources. It is understood and acknowledged that the Parties intend that an interagency agreement (IAA) between the FCC and ED shall be used to document the reimbursement obligations associated with ED's provision of goods and/or services in support of

the ACP as required by the Recording Act, 31 U.S.C. § 1501. Any IAA used to document reimbursement obligations shall be executed by both the FCC and ED before the period of performance commences and shall include the signature of officials with authority to obligate funds and shall be contingent upon the availability of appropriated funds in compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

## **XVI. TERMS AND CONDITIONS OF AGREEMENT**

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

Unless otherwise provided for by statute, the Effective Date of this Agreement will be the latest of the following three dates: (1) the date of the last signatory to this Agreement as set forth in section XIX, below; (2) at the expiration of the 30-day public comment period following FCC's publication of notice of this matching program in the *Federal Register*, assuming that FCC receives no public comments or receives public comments but makes no changes to the Matching Notice as a result of the public comments, or 30 days from the date on which FCC publishes a Revised Matching Notice in the *Federal Register*, assuming that FCC receives public comments and revises the Matching Notice as a result of public comments; or (3) at the expiration of the 60-day period following the FCC's transmittal of a report concerning the matching program to OMB and to the appropriate Congressional Committees, along with a copy of this CMA, unless OMB waives any of the 60-day review period for compelling reasons, in which case, 60 days minus the number of days waived by OMB from the date of the FCC's transmittal of the report of the matching program. If the latest of these dates occurs on a non-business day, then that date will be counted for purposes of this paragraph as occurring on the next business date.

### **2. Duration of the Agreement**

This Agreement will be in effect for an initial period of 18 months and renewable as provided in subsection 3 below.

### **3. Renewal of the Agreement**

This Agreement may be extended for one twelve (12) month period upon mutual agreement by the Parties and the ED and FCC DIBs, 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 that the matching program will be conducted without change and certification in writing by the Parties to the FCC and ED DIBs (as described in section XVII of this Agreement) that the matching program has been conducted in compliance with the original Agreement under 5 U.S.C. §552a(o)(2)(D)(ii).

### **4. Termination of the Agreement**

This Agreement shall terminate when the purpose of the matching program 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 ED, if:

- Any Party violates the terms of this Agreement; or
- FCC/USAC or ED 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.

## **5. Disclaimer**

ED is not liable for any damages or loss resulting from errors in information provided to USAC or the FCC under this Agreement. ED is not liable for damages or loss resulting from the destruction of any materials or data provided by USAC or the FCC. All information furnished to USAC and the FCC is subject to the limitations and qualifications, if any, transmitted with such information.

The performance or delivery by ED of the goods and/or services described herein and the timeliness of said delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of ED and in accordance with the provisions herein. If ED delays or fails to provide services, or discontinues the services or any part thereof, and has sufficiently notified the FCC and USAC in accordance with the provisions in this Agreement, ED is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

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

The FCC's and ED's DIBs will review and approve this Agreement prior to implementing this matching program. Disapproval by the DIBs 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 and ED DIBs. 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>Agreement Issues</b><br/>Brenda Vigna<br/>Division Chief, Program Contracts Management<br/>Division<br/>Partner Participation and Oversight<br/>Federal Student Aid<br/>U.S. Department of Education<br/>830 First Street, NE<br/>Washington, DC 20002<br/>Tel: 202-377-3982/202-567-1931<br/>Email: <a href="mailto:Brenda.Vigna@ED.gov">Brenda.Vigna@ED.gov</a></p> | <p><b>USAC</b><br/>Tim O'Brien<br/>Vice President, Lifeline<br/>USAC<br/>700 12th Street, NW, Suite 900<br/>Washington, DC 20005<br/>Tel.: 202-772-5205<br/>Email: <a href="mailto:Tim.OBrien@usac.org">Tim.OBrien@usac.org</a></p> |
|---|---|



**XIX. APPROVALS AND SIGNATURES**

**FEDERAL COMMUNICATIONS COMMISSION (FCC)**

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

Mark  
Stephens



Digitally signed by  
Mark Stephens  
Date: 2023.03.31  
16:09:38 -0400

---

**Mark Stephens**  
Managing Director  
FCC

---

Date

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 and approves it:

**ELLIOT TARLOFF** Digitally signed by ELLIOT  
TARLOFF  
Date: 2023.04.03 09:42:37 -04'00'

---

**Elliot S. Tarloff**  
Chairperson, Data Integrity Board  
FCC

---

Date

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC)**

The signatories below warrant and represent that they have the competent authority to approve 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

03/31/2023

---

Date

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**U.S. DEPARTMENT OF EDUCATION (ED)**

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

**RICHARD CORDRAY**

Digitally signed by RICHARD CORDRAY  
Date: 2023.04.03 16:55:43 -04'00'



---

Richard Cordray  
Chief Operating Officer  
Federal Student Aid

---

Date

The ED Data Integrity Board has reviewed this computer matching agreement and has found it to comply with the Privacy Act and approves it.

**Data Integrity Board Chair:**

**KEVIN HERMS**

Digitally signed by KEVIN HERMS Date: 2023.04.07  
08:42:29 -04'00'



---

Kevin Herms  
Senior Agency Official for Privacy  
Chair, Data Integrity Board  
U.S. Department of Education

---

Date