

**COMPUTER MATCHING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
CENTERS FOR MEDICARE & MEDICAID SERVICES  
AND  
THE FEDERAL COMMUNICATIONS COMMISSION  
FOR  
DISCLOSURE OF INFORMATION TO SUPPORT ELIGIBILITY DETERMINATION FOR  
PARTICIPATION IN THE FEDERAL LIFELINE PROGRAM**

**CMS Computer Matching Agreement No. 2021-20  
Department of Health and Human Services No. 2108**

**To be Effective Approximately April 30, 2021  
Expiring Approximately October 30, 2022**

**I. PURPOSE, LEGAL AUTHORITIES, and DEFINITIONS**

**A. Purpose**

The purpose of this Computer Matching Agreement (Agreement) is to establish the terms, conditions, safeguards, and procedures between the Department of Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS), and the Federal Communications Commission (FCC) governing the disclosure of Medicaid eligibility information to support eligibility determinations for participation in the Federal Universal Service Fund (USF) Lifeline Program (Lifeline). The Universal Service Administrative Company (USAC) has been designated by the FCC as the administrator of the Lifeline Program.

This Agreement seeks to ensure that applicants and subscribers to Lifeline are eligible to receive the Lifeline benefit as set forth in 47 Code of Federal Regulations (CFR) § 54.400 *et seq.* USAC will match the applicant or subscriber data against CMS Medicaid data to provide affirmative or negative responses using a secure Application Programming Interface (API). The results generated by this matching program will serve as one of several data points to verify eligibility of applicants and subscribers to Lifeline using the National Lifeline Eligibility Verifier and to further the integrity of the Lifeline Program.

The results used to determine eligibility for Lifeline will also be used to determine eligibility for the Emergency Broadband Benefit Program (EBBP), including any extension of EBBP or any successor program, the National Telecommunications and Information Administration's (NTIA) Connecting Minority Communities Pilot Program (CMCPP), and any program in any COVID-19 related relief legislation that use qualification for Lifeline as an eligibility criterion. EBBP is a federal program administered by USAC on behalf of FCC that reimburses participating broadband providers for discounted broadband service and connected devices provided to qualifying households. CMCPP is a federal program "to provide grants to eligible recipients in

anchor communities for the purchase of broadband internet access service or any eligible equipment, or to hire and train information technology personnel”. Consolidated Appropriations Act of 2021, Pub. L. No. 116-260, 134 Stat. 1182.

The Privacy Act of 1974, as amended (5 U.S.C. § 552a or Privacy Act), requires Parties participating in a matching program to execute a written agreement specifying the terms and conditions under which the matching program will be conducted (see 5 U.S.C. § 552a(o)). The Parties to this Agreement have determined that eligibility determinations for participation in the Lifeline program will constitute a “matching program” as defined in 5 U.S.C. § 552a(a)(8).

The terms and conditions of this Agreement will be carried out by authorized employees, users, agents, contractors, and subcontractors of CMS, the FCC, and USAC. FCC and CMS are each a Party, and collectively the Parties to this Agreement. By entering into this Agreement, the Parties agree to comply with the terms and conditions set forth herein and the applicable law and implementing regulations.

## **B. Legal Authorities**

The following statutes and regulations provide legal authority for, or govern, the matching program:

1. This matching program is governed by the Privacy Act and the regulations and guidance promulgated thereunder, including Office of Management and Budget (OMB) Circular A-108 “Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act” published at 81 FR 94424 (Dec. 23, 2016), and OMB guidelines pertaining to computer matching published at 54 FR 25818 (June 19, 1989).
2. The Privacy Act at 5 U.S.C. § 552a(b)(3) authorizes a federal agency to disclose information about an individual that is maintained by the agency in a system of records (SOR), without the prior written consent of the individual, when the disclosure is pursuant to a routine use published for that SOR. Each Party has published a routine use for its applicable SOR(s) (identified in section IV.A.) authorizing the disclosures under this Agreement to be made without the subject individuals’ prior written consent.
3. The FCC is authorized to use a matching program for Lifeline eligibility determination purposes by Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254, and the rules it has promulgated to implement Lifeline in Subpart E of Part 54 of its rules, 47 C.F.R. §§ 54.400 et seq. Pursuant to those Lifeline rules, USAC is the administrator of the Lifeline program, 47 C.F.R. §§ 54.701-717. The FCC is authorized to use a matching program for EBBP eligibility determination purposes by the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182 and applicable FCC rules. The FCC may disclose an individual’s qualification or participation status in Lifeline, derived in part from data

exchanged under this matching program, to a COVID-19-related relief program using Lifeline as an eligibility criterion, and to NTIA under a properly executed computer matching agreement.

### C. Definitions

For the purposes of this Agreement:

1. “Applicant” means an individual who is seeking a determination through an application submitted to USAC or a state agency, whether directly or through a participating provider, of the individual’s eligibility for benefits through Lifeline, or EBBP (including any successor program using qualification for Lifeline as an eligibility criterion) (hereafter referred to collectively as Federal Programs);
2. “Breach” is defined by OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017, as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (a) a person other than an authorized user accesses or potentially accesses personally identifiable information (PII); or (b) an authorized user accesses or potentially accesses PII for a reason other than authorized purpose;
3. “CMS” means the Centers for Medicare & Medicaid Services;
4. “FCC” means the Federal Communications Commission, the independent agency of the United States government created by statute to regulate interstate communications by radio, television, wire, satellite, and cable;
5. “Federal Programs” – see “Applicant;”
6. “HHS” means the Department of Health and Human Services;
7. “NTIA” means the National Telecommunications and Information Administration;
8. “PII” or “Personally Identifiable Information” is defined by OMB M-17-12, January 3, 2017, and means information that can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.;
9. “Recipient Agency” is defined by the Privacy Act at 5 U.S.C. § 552a(a)(9) and means any agency, or contractor thereof, receiving records contained in a SOR from a source agency for use in a matching program. The FCC is the recipient agency in this Agreement;
10. “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his or her education,

financial transactions, medical history, and criminal or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph;

11. "Security Incident" means the act of violating an explicit or implied security policy, which includes attempts, either failed or successful, to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent;
12. "Source Agency" is defined by the Privacy Act (5 U.S.C. § 552a(a)(11)) and means any agency that discloses records contained in a SOR to be used in a matching program. CMS is the source agency in this Agreement;
13. "Subscriber" means an individual who has been deemed eligible for Lifeline or EBBP (including any successor program using Lifeline as an eligibility criterion), through an application submitted to USAC to verify such eligibility;
14. "System of Records" or "SOR" is defined by the Privacy Act at 5 U.S.C. § 552a(a)(5), and means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual; and
15. "USAC" is the administrator of Lifeline and EBBP.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. FCC/USAC Responsibilities**

1. The FCC will provide CMS with electronic file(s) in a format defined by CMS, on a timeframe agreed upon by the FCC and CMS. The FCC will provide CMS with FCC's electronic files via the secure API interconnection. The electronic file(s) will include the data fields identified in Section IV.B. of this Agreement.
2. The FCC will review the electronic file(s) returned by CMS containing the matched enrollment-related data, perform additional validation, and if deemed appropriate, conduct further investigation. The FCC/USAC will grant access to a limited number of people who have a need for the data. The FCC will require USAC, including its employees, contractors, and agents, to follow all applicable federal privacy and security standards.
3. The FCC/USAC will use the data received from CMS to make eligibility determinations for participation in Lifeline and eligibility for the EBBP using qualification for Lifeline as an eligibility criterion.
4. The FCC/USAC will share an individual's qualification or participation status for Lifeline, which may be determined in part from data exchanged under this matching

program, with other COVID-19- related relief programs using Lifeline as an eligibility criterion, and NTIA to determine eligibility to participate in CMCPP.

5. The FCC/USAC will ensure the receipt of appropriate consents from applicants or subscribers for use of PII collected, used, and disclosed for the purposes and programs outlined in this Agreement.
6. The FCC/USAC will transmit data to CMS via encrypted representational state transfer (RESTful) web service request.
7. Unless otherwise provided for by statute, the FCC will provide Congress and OMB with advance notice of this matching program and, upon completion of their advance review, will publish the required matching notice in the Federal Register (FR) and address public comments that may result from publication in the FR.

#### B. CMS Responsibilities

CMS will use the FCC-submitted electronic file(s) to conduct a data match in Medicaid and Children's Health Insurance Program (CHIP) Business Information Solution (MACBIS) against Medicaid enrollment records maintained in the Transformed Medicaid Statistical Information System (T-MSIS) SOR, and return either a positive CMS match of enrollees, or a no-match-found response to FCC.

### III. COST BENEFIT ANALYSIS

#### A. Cost-Benefit Analysis

As directed by the Privacy Act at 5 U.S.C. § 552a(u)(4)(A), the FCC has conducted a cost-benefit analysis of this matching program. This analysis, which is attached to this Agreement as Attachment 1, demonstrates that the Federal Programs are likely to be cost effective, and includes a specific estimate of any savings.

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

#### A. Systems of Records.

##### 1. CMS

Transformed - Medicaid Statistical Information System (T-MSIS), System No. 09-07-0541 last published in full at 84 FR 2230 (Feb. 16, 2019). Routine Use No. 3 supports CMS' disclosures under this Agreement.

##### 2. FCC

The FCC/WCB-1: Lifeline Program SORN was published in the Federal Register at 86 FR 11526 (Feb. 25, 2021). Routine Use No. 18 supports the FCC's disclosures under this Agreement.

The FCC/WCB-3: Emergency Broadband Benefit Program SORN was published in the Federal Register at 86 FR 11523 (Feb. 25, 2021). Routine Use No. 18 supports the FCC's disclosures under this Agreement,

**B. Specific Data Elements Used in the Match**

The match will be based on the following list of data elements: Last name, first name, last four digits of social security number (SSN), state of residence, and date of birth (DOB).

**C. Number of Records and Frequency of Matching**

1. The estimated number of records for Lifeline is based on the number of individuals who apply and recertify eligibility annually for Lifeline program services. Approximately 5.4 million new subscribers are vetted through the Lifeline eligibility process each year. Approximately 3.8 million subscribers will be recertified for Lifeline annually. The estimated number of records for the EBBP is not known because they are new.
2. The match will be conducted on-demand.

**D. Projected Starting and Completion Dates of the Matching Program**

Effective Date – approximately April 30, 2021

Expiration Date – approximately October 30, 2022 (October 30, 2023, if renewed for an additional year).

The Parties will discontinue matching for EBBP purposes when EBBP sunsets, but this will not affect the duration of the Agreement. ( Unless extended or otherwise reauthorized, reconstituted, or granted additional funding by Congress, EBBP will terminate six months after the COVID-19 emergency period determined by the Secretary of HHS pursuant to 42 U.S.C. § 247d terminates, or when the \$3.2 billion appropriated to fund EBBP runs out, whichever is earlier. See sunset provision in Section 904 of Division N – Additional Coronavirus Response and Relief, Title IX – Broadband Internet Access Service, in the Consolidated Appropriations Act of 2021.)

**V. NOTICE PROCEDURES**

- A. The matching notice which the FCC will publish in the FR as required by the Privacy Act at 5 U.S.C. § 552a(e)(12) will provide constructive notice of the matching program.
- B. 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 5629, Lifeline Program Application Form,

OMB Control Number 3060-0819 and FCC Form 5630, Lifeline Program Annual Recertification Form, OMB Control Number 3060-0819.)

- C. The FCC will provide subsequent notices to both applicants and current subscribers as required.

## **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 the Federal Programs may be determined. The Privacy Act at 5 U.S.C. § 552a(p) requires that each agreement specify procedures for the recipient agency to independently verify information produced in the matching program, unless its Data Integrity Board determines in accordance with OMB guidance that the information is limited to identification and amount of benefits paid by the source agency under a federal benefit program and that there is a high degree of confidence that the information provided to the recipient agency is accurate.

### **B. Verification Procedures**

1. The FCC/USAC will be responsible for independently verifying the results of the match.
2. The FCC/USAC 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 the FCC/USAC has independently verified such information.
3. This independent verification includes: (1) giving the applicant or subscriber the opportunity to present evidence of eligibility, (2) comparing automated data with manual files to verify applicant or subscriber identification, and (3) analyzing the confirmed information.
4. Denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon an independent verification made by a federal employee or designated contractor validating the results of the match received from CMS.

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

1. The FCC/USAC will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or subscriber to the Federal Programs based on data disclosed from CMS records until the information has been verified as provided in B., above, and the individual has been notified in writing of the potential adverse action, and provided an opportunity to contest the findings and planned action.

“Adverse action” means any action resulting in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit.

2. The FCC/USAC will provide such notices in writing, and such notices will:
  - a. Inform the individual of the match findings and the opportunity to contest the findings;
  - b. Give the individual an opportunity to submit, within 30 days, to the FCC/USAC, documentation to contest the findings and proposed actions before FCC/USAC makes 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
  - c. State clearly that, unless the individual responds to the notice in the required time period, the FCC/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.
3. To enable rapid response and resolution, authorized FCC/USAC database users will be provided the FCC/USAC telephone number to call if a dispute occurs. The FCC/USAC will respond to these calls when reasonably possible, and when requested, in writing.

## **VII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS**

- A. FCC/USAC will retain data it receives from CMS under this Agreement only to the extent required under FCC auditing requirements and will then destroy all such data according to the proper records retention schedule.
- B. CMS will retain data it receives from the FCC/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 any criminal, civil, or administrative actions and cases.
- D. Other identifiable records that may be created by each Party during the course of the matching process will be destroyed as soon as they have served the matching program's purpose pursuant to records retention requirements established in conjunction with the National Archives and Records Administration (NARA).
- E. CMS will erase the matching file generated through this matching operation as soon as the information has served the matching program's purpose and all legal retention requirements established in conjunction with the NARA under applicable procedures have been met.



## **VIII. RECORDS ACCURACY ASSESSMENTS**

The FCC/USAC estimates that the FCC records to be used in this matching program are at least 99 percent accurate.

CMS estimates that the CMS records to be used in this matching program are at least 99% accurate.

## **IX. SECURITY PROCEDURES**

CMS and the FCC/USAC agree to these information security procedures:

### **A. Administrative Safeguards**

CMS and the FCC/USAC will comply with the security requirements set forth in the Privacy Act at 5 U.S.C. § 552a(e)(10), (m), and (o)(1)(G);, the E-Government Act of 2002, which includes the Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. §§ 3541-3549, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283) (FISMA Modernization Act), 44 U.S.C. §§ 3551-3558; related OMB circulars and memoranda, such as OMB Circular A-130, “Managing of Federal Information as a Strategic Resource” (July 28, 2016); and National Institute of Standards and Technology (NIST) Special Publications, including any applicable amendments published after the effective date of this Agreement. These laws, directives, and guidance include requirements and standards for safeguarding federal information systems and PII 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 (see 44 U.S.C. § 3554(a)).

CMS and the FCC/USAC will restrict access to the data matched and to any data created by the match to only those authorized employees, contractors, subcontractors, agents, and officials who need it to perform their official duties for the uses of the data authorized in this Agreement. CMS and the FCC/USAC will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

### **B. Technical Safeguards**

1. CMS and the FCC/USAC will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel to protect the confidentiality of the data, so that unauthorized persons cannot access any data by computer, remote terminal, or other means.

2. CMS and the FCC/USAC will strictly limit access to this electronic data to that which is necessary for the authorized user to perform their official duties. All data in transit will be encrypted using algorithms that meet the requirements of the Federal Information Processing Standard (FIPS) Publication 140-3.
3. Authorized system users will be identified by User ID and password, and individually tracked to safeguard against the unauthorized access and use of the system. System logs of all user actions will be saved, tracked and monitored periodically.

#### C. Physical Safeguards

CMS and the FCC/USAC 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. Each user's supervisor will ensure that CMS or the FCC/USAC (as applicable) is notified when the user has departed or when the user's duties have changed so the user no longer needs access to the system, to ensure timely deletion of the user's account and password.

#### D. On-Site Inspections

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

### X. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

- A. CMS and the FCC/USAC agree to report and track security and privacy incidents in accordance with the most current 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:

FCC/USAC will promptly notify this contact at CMS: the CMS IT Service Desk by telephone at (410) 786-2580 or 1-800-562-1963 or via email notification at [cms\\_it\\_service\\_desk@cms.hhs.gov](mailto:cms_it_service_desk@cms.hhs.gov) within one (1) hour after discovery of the incident.

CMS will promptly notify the FCC/USAC by sending an email to [incident@usac.org](mailto:incident@usac.org) to activate USAC's Incident Response Team and notifying simultaneously one of these contacts at the FCC/USAC: USAC Privacy Officer, Laurence Schecker, (202) 263-1646 or USAC Director of Information Security, (202) 772-6252.

- B. As soon as possible after receiving a notification of an incident from CMS, 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. In the event of 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 Responding to a Breach of Personally Identifiable Information” (January 3, 2017).

- C. CMS and the FCC/USAC agree to notify all Security Contact(s) named in this Agreement as soon as possible, but no later than one (1) hour, after the discovery of a breach (or suspected breach) involving PII. The Party that experienced the incident will also be responsible for following its internal established procedures, including:
- Notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT), the Information Systems Security Officers (ISSOs), and other contacts listed in this document);
  - Conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss; and
  - Providing such notice and credit monitoring at no cost to the other Party, if the analysis conducted by the Party having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.
- D. 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. FCC/USAC is responsible only for costs and litigation associated with breaches to FCC/USAC systems, and CMS is responsible only for breaches associated with CMS systems.

FCC/USAC shall not be liable to CMS or to any third person for any cause of action arising from the possession, control, or use by CMS 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 the use of applicant or subscriber PII.

CMS shall not be liable to FCC/USAC, or to any third person for any cause of action arising from the possession, control, or use by FCC/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 the using applicant or subscriber PII.

## **XI. RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS**

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

- A. Absent additional statutory authorization, the records obtained to carry out this matching program and this Agreement will be used only for the purpose stated under this Agreement, i.e., determining eligibility for the Federal Programs, other COVID-19-related relief programs using Lifeline as an eligibility criterion, and CMCPP. (In California, the state’s Lifeline administrator may determine eligibility of Lifeline Applicants and Subscribers in California based on Medicaid enrollment, and will be responsible for all requirements in this Agreement applicable to FCC/USAC in

connection with any such matching data.) Unless compelled to do so by law or regulation, neither CMS nor FCC/USAC will use the data derivatively, or disclose the data internally or externally, without the other's written consent. 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. CMS and FCC/USAC will not duplicate or create a separate file comprising information regarding those individuals involved in the specific matching programs except as necessary to monitor the results of the matching program.
- F. Each Party will keep an accounting of disclosures from an individual's record as required by 5 U.S.C. § 552a(c) and will make the accounting available upon request by the individual or other Party.
- G. The restrictions listed above in this section do not apply to data, information and reports that USAC is required to submit to the FCC to allow the FCC to carry out its oversight duties, including but not limited to, the National Verifier Annual Report required by the Lifeline Reform Order, 31 FCC Rcd at 4021, para. 160 (2016).

## **XII. COMPTROLLER GENERAL ACCESS**

Pursuant to 5 U.S.C. § 552(o)(1)(K), the Government Accountability Office (Comptroller General) may have access to all CMS, FCC, and USAC records, as necessary, in order to verify compliance with this Agreement. 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**

CMS, FCC, 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 (5 U.S.C. App.).

#### **XIV. REIMBURSEMENT**

USAC has paid CMS for the API development and will continue to pay for on-going operations necessary for the matching services described in the Agreement pursuant to a separate fee 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 the Agreement.

#### **XV. DURATION, MODIFICATION, AND TERMINATION**

- A. **Effective Date:** Unless otherwise provided for by statute, the Effective Date of this Agreement will be 30 days after the FCC has published notice of the matching program in the FR, provided that the FCC has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108, and upon completion of their advance review, the FCC has published notice of the matching program in the FR for a 30 day public comment period as required by 5 U.S.C. § 552a(e)(12). This Agreement terminates and replaces the existing computer matching agreement between the Parties as of the Effective Date.
- B. **Duration:** This Agreement will be in effect for a period of 18 months, subject to renewal for an additional year, as provided in section XV.C. As stated in section IV.D., the Parties will discontinue matching for EBBP purposes when EBBP sunsets, but that will not affect the duration of this Agreement.
- C. **Renewal:** The Parties may, within three (3) months prior to the expiration of this Agreement, renew this Agreement for a period not to exceed twelve (12) months if CMS and the FCC certify the following to their respective DIBs:
  1. The matching program will be conducted without change; and
  2. The parties have conducted the matching program in compliance with this Agreement.
- D. If either agency does not want to renew this Agreement, it must notify the other agency of its intention to discontinue at least 90 days before the 18-month term of XV.B. expires.
- E. **Modification:** The parties may modify this Agreement at any time by a written modification, mutually agreed to by both parties, upon a finding that the modification is not significant so does not require a new agreement. The parties will memorialize the EBBP sunset date in a modification to this Agreement.
- F. **Termination:** This Agreement may be terminated at any time upon the mutual written

consent of the parties. Either Party may unilaterally terminate this Agreement upon written notice to the other party, in which case the termination will be effective ninety (90) days after the date of the notice, or at a later date specified in the notice.

## **XVI. PERSONS TO CONTACT**

### **A. USAC and FCC contacts are:**

#### **1. Programmatic Issues:**

James Lee  
Acting Vice President, Lifeline  
USAC  
700 12th Street, NW, Suite 900  
Washington, DC 20005  
Tel.: 202-772-4520  
Email: [james.lee@usac.org](mailto:james.lee@usac.org)

Mark Stephens  
Managing Director  
Federal Communications Commission  
45 L Street NE  
Washington, DC 20554  
Telephone: (202) 418-1919  
E-mail: [mark.stephens@fcc.gov](mailto:mark.stephens@fcc.gov)

#### **2. Privacy Issues:**

Margaret Drake  
FCC Senior Agency Official for Privacy  
Office of General Counsel  
Federal Communications Commission  
45 L Street NE,  
Washington, DC 20554  
Telephone: (202) 418-1707  
E-mail: [Margaret.drake@fcc.gov](mailto:Margaret.drake@fcc.gov)

### **B. The CMS contacts are:**

#### **1. Medicaid/CHIP Issues:**

Julie Boughn Director  
Data and Systems Group  
Center for Medicaid and CHIP Services  
Centers for Medicare & Medicaid Services

7500 Security Boulevard  
 Mail Stop: S2-22-27 Location: S2-23-06  
 Baltimore, MD 21244-1850  
 Telephone: (410) 786-9361  
 E-mail: [julie.boughn1@cms.hhs.gov](mailto:julie.boughn1@cms.hhs.gov)

Victoria Guarisco  
 Data and Systems Group  
 Center for Medicaid and CHIP Services  
 Centers for Medicare & Medicaid Services  
 7500 Security Boulevard  
 Location: S2-22-16  
 Baltimore, MD 21244-1850  
 Telephone: (410) 786-0265  
 Email: [Victoria.Guarisco@cms.hhs.gov](mailto:Victoria.Guarisco@cms.hhs.gov)

## 2. Privacy and Agreement Issues:

Barbara Demopulos, Privacy Advisor  
 Division of Security, Privacy Policy & Governance  
 Information Security & Privacy Group  
 Office of Information Technology  
 Centers for Medicare & Medicaid Services  
 Mail Stop: N1-14-56  
 7500 Security Boulevard  
 Baltimore, MD 21244-1850  
 Telephone: (410) 786-6340  
 E-mail: [Barbara.Demopulos@cms.hhs.gov](mailto:Barbara.Demopulos@cms.hhs.gov).

**XVII. APPROVALS AND SIGNATURES****A. FEDERAL COMMUNICATIONS COMMISSION**

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  
Federal Communications Commission

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Date



**B. CENTERS FOR MEDICARE AND MEDICAID (CMS)**

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 CMS.

**Approved by (Signature of Authorized CMS Program Official)**

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Julie Boughn, Director  
Center for Medicare & CHIP Services  
Centers for Medicare & Medicaid Services

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Date

**Approved by (Signature of Authorized CMS Approving Official)**

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**Michael Pagels**

Director, Division of Security, Privacy Policy and Governance, and  
Senior Official for Privacy,  
Information Security and Privacy Group,  
Office of Information Technology  
Centers for Medicare & Medicaid Services

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Date

**XVIII. DATA INTEGRITY BOARDS****A. FCC DATA INTEGRITY BOARD**

FCC Data Integrity Board has reviewed and approved this Computer Matching Agreement and has found it to comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a).

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**Margaret Drake**  
Chairperson, Data Integrity Board  
Federal Communications Commission

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Date

**B. HHS DATA INTEGRITY BOARD**

HHS Data Integrity Board has reviewed and approved this Computer Matching Agreement and has found it to comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a).

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**James B. Duncan**

Acting Chairperson, HHS Data Integrity Board  
U.S. Department of Health and Human Services  
Attachment 1: Cost Benefit Analysis

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Date

## Attachment 1

# **Cost Benefit Analysis for the Computer Match between the Centers for Medicare & Medicaid Services and the Federal Communications Commission for Verification of Eligibility for the Lifeline Program for Low-Income Consumers and the Emergency Broadband Benefit Program**

## **Match Objective**

This matching program will provide the Federal Communications Commission's (FCC or Commission) Lifeline and Emergency Broadband Benefit Program (EBBP) (including any successor program) (collectively, Federal Programs), as administered by the Universal Service Administrative Company (USAC), with information about whether a particular individual is enrolled in the Medicaid program. Because participation in Medicaid qualifies individuals for benefits in Federal Programs, matching a Federal Programs applicant or subscriber to his or her Medicaid record confirms that person's eligibility for Federal Programs. Verifying Federal Programs eligibility through an automated computer matching process reduces the time and expense of program enrollment for both consumers and service providers that participate in the Federal Programs. It will also reduce program costs by preventing ineligible consumers from enrolling in the Federal Programs.

## **Background**

As part of the universal service authority Congress gave to the FCC in section 254 of the Communications Act of 1934, as amended,<sup>1</sup> the FCC created Lifeline. Lifeline is administered by USAC under FCC direction and supervision.<sup>2</sup>

Lifeline provides support for discounted broadband and voice services to low-income consumers. Consumers qualify for Lifeline through proof of income or participation in a qualifying program, such as Medicaid, the Supplemental Nutritional Assistance Program (SNAP), Federal Public Housing Assistance, Supplemental Security Income (SSI), Veterans and Survivors Pension Benefit, or Tribal-specific programs.<sup>3</sup>

In a Report and Order the FCC adopted March 31, 2016, after completing a rulemaking proceeding in accordance with 5 U.S.C. § 553, the Commission directed USAC to create the National Verifier, including the National Lifeline Eligibility Database (LED). The purpose of the National Verifier is to match data about Lifeline applicants and subscribers with other federal and state data sources to verify the eligibility of an applicant or subscriber. The stated goal of this system is "to increase the integrity and improve the performance of the Lifeline program for the benefit of a <sup>4</sup>obj. Based on the record of the proceeding, the Commission concluded that the

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<sup>1</sup> 47 U.S.C. § 254.

<sup>2</sup> 47 C.F.R. § 54.400 *et seq.*

<sup>3</sup> 47 C.F.R. § 54.409(a).

<sup>4</sup> *Lifeline and Link Up Reform and Modernization, et al.*, Third Report and Order et al., 31 FCC Rcd 3962, para. 126 (2016).

National Verifier would reduce compliance costs for Lifeline service providers, improve service for Lifeline subscribers, and reduce waste, fraud, and abuse in the program.

As part of the authority Congress gave the FCC in the Consolidated Appropriations Act of 2021, Pub. L. No. 116-260, 134 Stat. 1182, the FCC implemented the EBBP, which is a temporary program. EBBP is administered by USAC under FCC direction and supervision.

The EBBP provides support for discounted broadband services and connected devices to low-income consumers. Consumers qualify for EBBP through proof of income or participation in a qualifying program, such as Medicaid, the Supplemental Nutritional Assistance Program (SNAP), Federal Public Housing Assistance, Supplemental Security Income (SSI), Veterans and Survivors Pension Benefit, Tribal-specific programs,<sup>5</sup> or are approved to receive free and reduced price lunch program benefits under the Richard B. Russell National School Act or the school breakfast program under section 4 of the Child Nutritional Act of 1966; have experienced substantial loss of income since February 29, 2020; have received a Federal Pell Grant under section 401 of the Higher Education Act of 1965 in the current award year; or meet the eligibility criteria for a provider's existing low-income or COVID-19 program.

In accordance with the Consolidated Appropriations Act of 2021, Pub. L. No. 116-260, 134 Stat. 1182, the Commission directed USAC to leverage the National Verifier to verify eligibility for EBBP. The purpose of the National Verifier is to match data about EBBP applicants and subscribers with other federal and state data sources to verify the eligibility of an applicant or subscriber.

The National Verifier will verify program eligibility through an automated process that compares the Federal Programs applicant and subscriber information with information in data systems maintained by other federal and state agencies. This Computer Matching Agreement documents one such data sharing agreement and will work in the following manner: if a Federal Programs applicant claims eligibility through Medicaid benefits, the National Verifier will automatically send information about that applicant through a bi-directional computer interface to the Centers for Medicare and Medicaid Service (CMS) for verification. The CMS system will respond either "yes," the applicant is a Medicaid enrollee or "no," he or she is not.

## **Methodology**

The estimated cost savings for this matching program are estimated based on the avoidance of manual eligibility review costs incurred by USAC for the Federal Programs.

The matching program will not result in benefits to CMS. This analysis uses only newly imposed costs and cost savings estimates attributable to conducting this matching program during the term of this new Agreement to calculate net benefits of this matching program.

The FCC and USAC used the following assumptions in development of the cost benefit analysis:

- The matching program will use Medicaid data collected by CMS for other purposes.

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<sup>5</sup> 47 C.F.R. § 54.409(a).

- USAC will obtain and store a “yes” or “no” response from CMS that indicates whether an individual participates in Medicaid based on personally identified information (PII) provided by USAC.
- Errors in data through this matching program should be rare, and affected individuals can contest adverse findings.
- USAC is continuing to build and operate the National Verifier system regardless of whether this matching program exists; however, USAC would be required to perform costly manual reviews for these subscribers without the matching program.

## **Newly Imposed Costs**

Total newly imposed costs for the matching program are estimated to be \$972,180 in the initial matching period (18 months). Costs included in this amount consist of personnel and computer costs for the source (\$972,180) and recipient (\$37,500) agencies. Key elements of the overall costs of this matching program are discussed in more detail below.

### **Key Element 1: Personnel Costs**

- **Source Agency (CMS)**

We expect there will be little to no personnel costs associated with system changes. CMS’ costs are counted as FCC/USAC costs, because USAC will reimburse CMS for them.

### **Recipient Agency (FCC/USAC)**

USAC’s Information Technology staff and its contractors will spend \$25,000 per year to maintain the connection.

### **Key Element 2: Agencies’ Computer Costs**

- **Source Agency (CMS)**

USAC is compensating CMS for computer costs of \$972,180 associated with the operation and maintenance of the interconnection.

- **Recipient Agency (FCC/USAC)**

FCC/USAC will not incur specific computer costs for this matching program.

## **Cost Savings**

Total cost savings to Lifeline resulting from the matching program are estimated to be \$13.6 million in the initial matching period (18 months). Additional cost savings are expected from use of the connection for the EBBP. While use of the matching program for EBBP will result in additional cost savings, the number of applicants is unknown. The FCC estimates that more than 33 million consumers may be eligible for EBBP, based on historical Lifeline program data, but note that there will be overlap between the programs since EBBP utilizes Lifeline as a qualifying criterion. If approximately 60% of EBBP applicants can qualify as a result of the matching program with CMS, which would be consistent with Medicaid eligibility verification pass rates

for the Lifeline program, USAC could potentially avoid manual review costs for up to an additional 15 million applicants for EBBP. Key elements of the overall cost savings of this matching program are discussed in more detail below.

### **Key Element 3: Avoidance of Improper Payments**

- **Source Agency (CMS)**

The matching program will not result in savings to CMS.

- **Recipient Agency (FCC/USAC)**

Total improper payments for Lifeline were estimated to be \$109 million in FY2019, which is a reduction of \$118 million in overpayments from the prior year.<sup>6</sup> Since approximately 60% of subscribers demonstrate eligibility for Lifeline through participation in Medicaid, we estimate that automated eligibility verification through a matching program with CMS results in a significant portion of the improper payment savings and will continue to do so during the initial term of this matching program (18 months).

### **Avoidance of Manual Eligibility Verification Reviews**

- **Source Agency (CMS)**

The matching program will not result in additional savings to CMS.

- **Recipient Agency (FCC/USAC)**

By establishing a database connection with CMS, USAC will avoid the manual review of eligibility documentation for an estimated 4.9 million<sup>7</sup> applications for subscribers who may qualify for Lifeline through Medicaid over the initial life of the matching program. The total cost to review these subscribers manually over a period of 18 months would be approximately \$13.6 million less the amount to reimburse CMS for its computer costs.<sup>8</sup> There will be additional cost savings from avoiding manual reviews for EBBP, although it is less certain at this time exactly how many eligibility checks will be conducted for that program.

### **Benefits**

The matching program will not result in additional benefits to CMS. Nor will it have any effect on the benefits provided directly to Federal Programs participants. We nonetheless expect it to produce a net benefit of approximately \$13.6 million in the first 18 months of operation. This amount consists of approximately \$14.6 million in cost savings to USAC due to its avoidance of a manual review of 4.9 million applications less the amount to reimburse CMS for its computer costs. There will be additional cost savings from avoiding manual reviews for EBBP, although it

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<sup>6</sup> Federal Communications Commission, Agency Financial Report Fiscal Year 2018, p. 83 (Nov. 15, 2018), <https://docs.fcc.gov/public/attachments/DOC-355122A1.pdf>. See also Federal Communications Commission, Agency Financial Report Fiscal Year 2019 (Nov. 19, 2019), <https://docs.fcc.gov/public/attachments/DOC-360844A1.pdf>

<sup>7</sup> We estimate that about 60% of subscribers' eligibility will be validated through CMS.

<sup>8</sup> The estimated cost per one manual review is \$3 per application.



is less certain at this time exactly how many eligibility checks will be conducted for that program.

## **Conclusion**

This matching program will improve eligibility determinations for individuals enrolling in the FCC's Lifeline program, as administered by USAC, through participation in Medicaid. Verifying Lifeline eligibility through an automated matching program will avoid the manual review of 4.9 million applications resulting in a net savings of about \$13.6 million in the initial 18-month period of the matching program.<sup>9</sup> It will also decrease improper payments. There will be additional cost savings from avoiding manual reviews for EBBP, although it is not possible at this time to reliably estimate how many eligibility checks will be conducted for that program. Accordingly, we recommend approval of this matching activity.

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<sup>9</sup> \$14,580,000 (Total Savings) - \$972,180 (Total Costs) = \$13,607,120.