

AGREEMENT

This Agreement is entered into for the period _____, through _____, by and between _____, hereinafter referred to as **PURCHASER** and the Tennessee Regulatory Authority, represented by its Division of Consumer Services, whose principal business address is 502 Deaderick Street, Nashville, Tennessee 37242, hereinafter referred to as **PROVIDER**.

The Purchaser's employee responsible for administration of this Agreement will be _____ ("Contract Administrator"), whose principal business address is _____, and whose telephone number is _____. In the event that the Purchaser's Contract Administrator is unable to administer this Agreement, Purchaser will contact Provider and designate a new Contract Administrator. The Provider's employee responsible for administration of this Agreement will be Lisa Cooper, whose principal business address is 502 Deaderick Street, Nashville, Tennessee 37242 and whose telephone number is 615-741-2904. In the event that the Provider's Contract Administrator is unable to administer this Agreement, the Provider will notify Purchaser and designate a new Contract Administrator.

NOW THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Purchaser and Provider agree as follows:

I. SERVICES TO BE PROVIDED

- A. Provider will accept queries from Purchaser for confirmation of the Federal Communications Commission ("FCC") approved eligibility programs¹ based on the State of Tennessee, Department of Human Services ("DHS") database² to enable Purchaser to determine if Purchaser's potential customers are eligible for the Lifeline discount on telecommunications service. The information will be used by the Purchaser only for the purpose of verifying telephone customer eligibility for federally assisted programs. The Purchaser will only access information on applicants that have designated the Purchaser as their agent for this function.
- B. Provider will receive from Purchaser a file of applicants. The ASCII flat file will be sent to the Provider via secure FTP (SFTP) transfer. The file will contain the last four digits of the applicant's social security number ("SSN"), the applicant's date of birth, the applicant's first, middle, and last name, and a Purchaser identifier code. The Provider will send the file by SFTP to DHS for program eligibility verification. After receiving a data response from DHS, the Provider will either certify eligibility, indicated by a "Y" response, or designate the applicant's eligibility as "Unknown" if not determinable based

¹FCC Order 12-11; Federal Register 47CFR Part 54 [WC Docket Nos. 11-42, 03-109, 12-23 and CC Docket No. 96-45; FCC 12-11] Lifeline and Link Up Reform and Modernization, Advancing Broadband Availability Through Digital Literacy Training.

² Currently, DHS' database includes these programs: Supplemental Nutrition Assistance Program ("SNAP"), Temporary Assistance for Needy Families ("TANF") and Tennessee managed Medicaid program ("TennCare").

on applicant information provided by Purchaser. The Provider will send an eligibility response file to the Purchaser within a reasonable time period. The ASCII flat file will contain the last four digits of the applicant's SSN, applicant's date of birth, applicant's first name, applicant's last name, purchaser's identifying code, eligibility status ("Y" or "Unknown"), and Provider identifying code.

- C. Purchaser may not receive applicant eligibility verification for SNAP, TANF or TennCare from Provider without first obtaining a release of information signed by the customer.
- D. Purchaser will obtain a release of information form signed by Purchaser's potential customer that authorized Purchaser to receive eligibility verification for the FCC Lifeline program administered by the Tennessee Regulatory Authority. Purchaser will keep a copy of the information release form at Purchaser's office and allow Provider or Provider's agent, or DHS or DHS' agent, to view it upon request. Purchaser further agrees to provide copies of releases obtained pursuant to this Agreement for such audit purposes if requested by Provider or DHS. If Purchaser does not obtain a signed release of information, Purchaser is not authorized to receive eligibility verification using Provider's access to DHS database. The Purchaser's transmission of the ASCII flat file to Provider as required in Paragraph I.B., is certification by Purchaser that the proper release required by Paragraphs I.C. and this Paragraph I.D has been obtained for each applicant on the file and the release for each applicant is on file with Provider.
- E. Purchaser will retain the signed authorization form for the time period required by federal law which is currently three (3) years, so that the Provider and DHS may conduct an audit to ensure federal confidentiality regulations are met.
- F. Purchaser will designate an employee, who will be the Liaison with Provider on security issues.
- G. Nothing in this Agreement is to imply that the Provider bears any responsibility for the administration of the FCC Lifeline Program other than the provision of eligibility verification for the federal public assistance programs administered by the Provider.

II. COST OF SERVICES

- A. There is a 75 cents per confirmation query fee. Fees will be assessed on a quarterly basis. Purchaser is responsible for internal firewall security procedures and PC configurations.
- B. Purchaser's security officer is _____, the individual designated by Purchaser to perform security functions, including requesting that Provider terminate file access for any individual whose job functions or use of file access merits such a change.

III. PAYMENT FOR SERVICES

- A. Payment to Provider shall be initiated upon receipt of an invoice itemizing the date and completed confirmations. Payment will be due and payable within thirty (30) days of dated invoice.
- B. Invoices shall be sent to Purchaser's Contract Administrator, who will verify the appropriateness and necessity of the completed confirmations and forward to the proper office for payment.

IV. AGREEMENT REVISIONS AND/OR TERMINATION

- A. This Agreement shall remain in effect for a period of one year, after which the Contract Administrators will review the Agreement, and both parties agree to renew, amend or terminate it, unless sooner terminated under the terms and conditions set forth in this Agreement.
- B. This Agreement or any part thereof may be renegotiated for reasons such as, but not limited to: 1) increased or decreased volume of services, 2) changes required by state or federal law or regulations, 3) court action.
- C. Revision of this Agreement is not effective until agreed to by Purchaser and Provider by an addendum to this Agreement signed by the authorized representatives of both parties.
- D. This Agreement can be terminated without cause by a 30-day notice by either party.
- E. If Purchaser finds it necessary to terminate this Agreement prior to the stated expiration date for reasons other than non-performance by Provider, actual costs incurred by Provider may be reimbursed for an amount determined by mutual agreement of both parties.

V. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authorization of DHS, Tennessee Regulatory Authority and United States law. Any material amendment or repeal of the same affecting relevant funding or authority of Purchaser shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. Purchaser and Provider understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. The Purchaser will use DHS program information solely to determine customer eligibility for benefits under the FCC Lifeline Program. Any other use of DHS program information, including its use for commercial or political purposes, will

be improper under this Agreement is strictly prohibited and will result in termination of the agreement.

- D. Payment of any fine or penalty imposed as a result of Purchaser’s improper use of confidential information gained through this Agreement shall be the sole responsibility of the Purchaser. Safeguarding of confidential information supplied by the Provider is the responsibility of the Purchaser.
- E. It is understood and agreed that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- F. The confidentiality and disclosure requirements of this Agreement survive the termination, for whatever reason, of the Agreement itself, subject to applicable state and federal laws.
- G. Purchaser agrees that its requirements regarding confidentiality of information set forth in applicable federal regulations, state statutes, administrative rules, employee handbooks and policy manuals shall apply equally to information obtained under this Agreement.

VI. SIGNATURE BLOCK

Tennessee Regulatory Authority Provider’s Authorized Representative	Date

Company Name Purchaser’s Authorized Representative	Date