

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL
COMMUNICATIONS COMMISSION AND THE UNIVERSAL SERVICE
ADMINISTRATIVE COMPANY**

I. PURPOSE AND PARTIES

The Federal Communications Commission (“Commission”) and the Universal Service Administrative Company (“USAC” or “the USF Administrator”) enter into this Memorandum of Understanding (“MOU”) to facilitate the efficient management and oversight of the Commission’s federal universal service program, also known as the Universal Service Fund (“USF”). This MOU is not intended to and does not in any way limit the Commission’s authority over the USF or the USF Administrator. This MOU includes five Attachments: USAC Confidential Information Use and Disclosure Agreement (Attachment A) (“USAC Confidentiality Agreement”), USAC Financial Reports (Attachment B), USAC Programmatic Reports/Data (Attachment C), USAC Performance Measures (Attachment D), and FAR Provisions (Attachment E). The foregoing five Attachments, and all appendices thereto, are incorporated herein by reference and made a part of this MOU.

II. BACKGROUND

USAC was designated as the USF Administrator in 1997 and made the permanent Administrator in 1998 to administer the four universal service programs: high cost, low income, rural health care, and schools and libraries. The USF Administrator carries out its responsibilities subject to the provisions of 47 U.S.C. § 254, the Commission’s rules at 47 C.F.R. Part 54, Commission orders and direction, and other law as applicable.

III. OPERATING RELATIONSHIP BETWEEN THE USF ADMINISTRATOR AND THE COMMISSION

A. The USF Administrator

The USF Administrator is responsible for the daily administration of the USF.¹ In conducting these duties, the USF Administrator administers the fund on behalf of the Commission² and is subject to the Commission’s oversight and instructions. The USF Administrator shall administer the USF consistent with the rules, orders, and directives promulgated by the Commission and consistent with all applicable government and Commission accounting requirements. The USF Administrator shall also follow such other guidance as the Commission or its duly authorized Bureaus or Offices may provide from time to time. The USF Administrator shall perform its duties consistent with this MOU.

In administering the USF, the USF Administrator will conduct its operations in a manner that

¹ See 47 C.F.R. §§ 54.702(b)-(m), 54.711, 54.715.

² The relationship between the Commission and the USF Administrator makes clear the privileged nature of communications between the two parties related to actual or anticipated litigation concerning the fund. See Section IV.A.3 below detailing the joint privileges and common interests in litigation that flow from this relationship.

enables the Commission, as the reporting agency, to comply with all applicable federal financial management and reporting statutes, including accounting requirements, on an ongoing basis, as required by 47 C.F.R. § 54.702(n).

The USF Administrator will track and retain, and will provide the Commission upon request, completely auditable expenditures that the USF Administrator, its contractors, and its vendors incurred in connection with (i) review, investigation, or any other work associated with USF fraud or alleged fraud against the USF, including but not limited to expenditures related to audits, support of Department of Justice and FCC (including Office of the Inspector General (“OIG”)) investigations, civil or criminal prosecutions, remission and/or restitution proceedings, and review and consideration of settlement proposals, and (ii) processing and disbursement of improper payments of universal service funds to beneficiaries that engaged in fraud, or other improper behavior that adversely affected the USF. The USF Administrator shall ensure that these records and supporting documentation are maintained in a manner that will allow expenditures to be related to each subject contributor, service provider, or beneficiary.

All property (personal, real, and intangible) acquired by the USF Administrator at any time in the course of its administration of the USF including, but not limited to, software, data, computer equipment, furniture, and office furnishings, shall, subject to applicable law, be transferred to the Commission or to a successor USF Administrator, or such entity or entities as the Commission may designate, upon dissolution of USAC or as otherwise directed by the Commission.

The USF Administrator shall continue to report to, coordinate with, and seek any necessary approvals from the Commission with respect to bankruptcy, fraud, and other litigation that could affect the integrity of the USF. In addition, the USF Administrator shall cooperate with the Commission and the OIG so that it can fulfill its responsibilities with respect to the activities of the USF Administrator.

B. The Commission

The Commission is responsible for the overall management, oversight, and administration of the USF, including all USF policy decisions. This section identifies the oversight responsibilities of the key Commission Bureaus and Offices responsible for implementing this MOU.

1. Office of Managing Director

The Office of Managing Director (“OMD”) is the USF Administrator’s primary point of contact for all management and administrative activities, including finance, accounting, procurement, information technology, administrative, and personnel operations and performance measures. OMD will provide guidance to the USF Administrator on these issues. OMD, in coordination with the Office of the Inspector General (“OIG”), and in consultation with the Office of General Counsel (“OGC”) and the Wireline Competition Bureau (“WCB”), will, at its discretion, exercise and conduct any and all oversight and review of the USF Administrator and its operations,

except with respect to the audit, investigative, and other matters within the purview of the OIG. OMD will organize periodic coordination meetings among the parties to this MOU.

2. Office of the Inspector General

OIG will recommend audit and investigative policies and mechanisms and conduct or coordinate other activities to promote economy and efficiency in USAC's performance of its duties as USF Administrator. OIG will, at its discretion, exercise and conduct any and all oversight and review of the USF Administrator and its operations to examine whether the USF Administrator is administering the program in accordance with the Act and Commission rules, orders, and directives.

OIG will, at its discretion, review the USF Administrator's audit program, including audits of USF contributors, beneficiaries, and service providers, to determine whether the audits are done efficiently and effectively and comport with generally accepted government auditing standards. OIG will, at its discretion, also review the USF Administrator's audit plans, audit procedures, audit programs, investigations, and internal controls to determine whether they are adequately designed to prevent and detect waste, fraud, and abuse.

OIG will, at its discretion, exercise and conduct any and all oversight and review of the USF Administrator and its operations in connection with fraud discovery, reporting, and investigation, including without limitation, the provision of assistance to OIG and other federal, state, and local law enforcement authorities by the USF Administrator.

OIG will review the independent audit of USAC under Part 54 of the Commission's rules. Review of the independent audit will include oversight of the audit program design and procedures and management of the independent auditor.

3. Wireline Competition Bureau

WCB is the USF Administrator's primary point of contact regarding USF policy questions, including, without limitation, questions regarding the applicability of the Commission's USF rules, orders, and directives (unless otherwise specified in such requirements). WCB is also the USF Administrator's primary point of contact regarding USF rulemaking proceedings, appeals of USAC decisions, requests for waivers of the Commission's USF rules, petitions for USF declaratory rulings, interactions with the Federal-State Joint Board on Universal Service, and preparation and publication of USF information in the Universal Service Monitoring Report.

4. Office of General Counsel

OGC is the USF Administrator's primary point of contact for issues relating to litigation and settlements of civil, criminal, or bankruptcy matters. OGC is also the lead contact on issues relating to the treatment and potential disclosure of Confidential

Information, as such term is defined herein and as set forth in IV.C. herein and of other nonpublic information as defined in the Commission's rules.

5. **Enforcement Bureau**

If the USF Administrator identifies a possible violation of the Act or a Commission rule, order, or directive, it will refer the issue to the Enforcement Bureau ("EB") for possible administrative enforcement action. The USF Administrator shall not refer a possible violation to EB without prior approval from the Inspector General or his/her designee if the possible violation was discovered in a law enforcement-related investigation or OIG-directed audit or relates in any manner to a law enforcement-related investigation, OIG-directed audit, or Sensitive Law Enforcement Information.

IV. **OPERATIONAL RESPONSIBILITIES OF THE PARTIES**

A. **General Requirements**

1. **Oversight of Board of Directors.** Consistent with the Commission's rules, the USF Administrator's Board of Directors will oversee the activities and operations of the USF Administrator. As provided in the Commission's rules, the Board of Directors of the USF Administrator consists of nineteen directors who represent different stakeholder interests of the USF Program, including contributors and beneficiaries. Consistent with existing practice, the Board of Directors may, in the performance of its duties, appoint or delegate authority to a committee of the Board of Directors to review or act on matters put before them. The management of the USF Administrator shall keep the Board of Directors fully informed about its activities and operations. *See 47 C.F.R. § 54.703.*
2. **Conflicts of Interest.** Every aspect of the administration of the USF and the operation of the USF Administrator is and shall be conducted in a manner that ensures the integrity of the USF, and that instills the highest public trust and confidence in the program, the USF Administrator and the Commission. To that end, the USF Administrator, as well as its directors, officers, employees, contractors, subcontractors, consultants, agents, and all other representatives shall avoid any organizational or personal conflicts of interest or the appearance of a conflict of interest in the administration of the USF and the operations of the USF Administrator, including but not limited to in connection with audits and procurements.
3. **Litigation Involving the USF.** The USF Administrator shall continue to report to, coordinate with, and seek any necessary approvals from the Commission with respect to bankruptcy, fraud, and other litigation that could affect the integrity of the USF. Consistent with 31 U.S.C. § 3711 and the FCC's implementing regulations, the USF Administrator shall seek the Commission's consent to compromise claims involving the USF. The USF Administrator shall treat OGC as the primary point of contact for such coordination and consent.

Given that the Commission has oversight authority over the USF and that USAC has been designated as the USF Administrator charged with administering the four universal service programs for the Commission, the Parties to this MOU recognize that any exchange of information between them in connection with coordination on litigation involving the USF would not constitute a waiver of the attorney-client privilege. The Commission and the USF Administrator also share certain common interests in litigation involving the USF and agree that their cooperation and sharing of documents and information in order to advance their common interest in litigation is recognized under the joint defense and common interest doctrines such that information and documents shared by the Parties, including information protected by the attorney-client privilege, the work product doctrine and any other privileges that otherwise apply in order mutually to assert common or joint defenses, shall remain protected by such privileges.

4. **USF Administrator Cooperation with Commission Bureaus and Offices.** The USF Administrator shall cooperate with the Commission's OIG, OMD, WCB, OGC, and EB as directed hereunder, so that these Bureaus and Offices can fulfill their responsibilities with respect to the USF and activities of the USF Administrator.
5. **Potential Loss of Service.** The USF Administrator shall immediately notify the Commission's OIG, OMD, WCB, and OGC (1) when it receives allegations or complaints that could result in a USF participant's loss of eligible services and (2) prior to the USF Administrator making any decision that could result in a USF participant losing an eligible service.
6. **Commission Review of USF Matters.** When the USF Administrator seeks Commission review or approval of non-emergency matters, the USF Administrator shall provide all relevant materials to the Managing Director, to the WCB Chief, to the IG, General Counsel, or chief of EB, or to his/her respective expressly authorized designee, a reasonable amount of time prior to the date by which the USF Administrator seeks Commission approval. A reasonable amount of time should be at least thirty (30) days, but may vary depending on the circumstances.
7. **USF Administrator Forms Approval.** The USF Administrator shall submit all proposed forms and form changes to the Managing Director and to the WCB Chief, or to his/her respective expressly authorized designee, for prior approval. In making any such submission for approval of forms or form changes, the USF Administrator shall provide OMD and WCB with sufficient time to review the USF Administrator's proposal(s), including but not limited to sufficient time for the proposal to be reviewed and processed under the Paperwork Reduction Act of 1995, Public Law 104-13, Pub. L. No. 104-13, 109 Stat 163 (1995) (codified in Chapter 35 of title 44 U.S.C.).
8. **USF Administrator Coordination for Training and Speaking Engagements.** The USF Administrator shall notify the Managing Director and the WCB Chief, or his/her respective expressly authorized designee, prior to attending any training sessions or speaking engagements other than internal employee training sessions held at the USF Administrator's facilities. The USF Administrator shall provide written notification

no less than thirty (30) days in advance of the date of the training session or speaking engagement unless such engagements require expedited notice on less than 30 days notice.

9. **USF Administrator Web Site Coordination.** The USF Administrator shall obtain written approval from the WCB Chief, or his/her expressly authorized designee, prior to making any substantive changes to the USF Administrator's website.

B. Procurement Requirements

1. Principles

It is critical that the administration, award, and expenditure of any funds from the USF instill the highest degree of public trust and confidence. Therefore, the USF Administrator will procure all goods and services in an open, neutral, lawful, and cost effective manner. The USF Administrator will adhere to the procedures, basic principles, and requirements identified herein when it contracts for goods and services using USF funds.³ These requirements are designed to ensure that goods and services are obtained in a lawful manner, through fair and open competition, free of any conflict of interest or the appearance of a conflict, and at the best value for the use of USF funds, consistent with applicable FAR provisions.

Within 90 days of the execution of this MOU, the USF Administrator shall submit a plan proposing how it will eliminate the risk of conflict of interest in procurements (including the risk of providing an appearance of a conflict of interest). This plan will include how the USF Administrator will screen bidders for potential and actual conflicts of interest and how the USF Administrator will ensure that after vendor selection there are no conflicts of interest.

The USF Administrator shall ensure that it has a structured annual training program for all individuals performing contracting duties. The USF Administrator shall submit to OMD all training materials prior to conducting training.

The USF Administrator shall establish a competitive advocate position to perform duties for the USF Administrator consistent with the applicable FAR provisions. The Competition Advocate shall submit a report to the Board and to the Commission.

2. Acquisition Procedures

The USF Administrator's contracting actions must be consistent with Federal Acquisition Regulation ("FAR") requirements designated by OMD and WCB, including, but not limited to, FAR requirements for full and open competition, permissible business practices, and audit requirements. As a general matter, the USF Administrator shall apply the provisions in the FAR contained in Attachment E to this MOU. The USF Administrator shall provide the Commission with a calendar of

³ See Letter from Andrew Fishel and Jeffrey Carlisle, FCC, to Lisa Zaina, USAC (Mar. 14, 2005).

routine procurements. In addition, the USF Administrator shall provide the Commission with forecasts of contractual needs, including the nature of the need, estimated cost, and timing.

The Commission will work with the USF Administrator in reviewing and, where necessary, revising, the USF Administrator's existing policies for consistency with the applicable FAR provisions.

3. Approvals

- a.** The USF Administrator may submit a procurement plan to OMD for review and approval; provided, however, that the USF Administrator shall submit to a Commission Contracting Officer and to OMD for their review and advance approval any proposed USF Administrator solicitations and contract award decisions for (1) all sole source and limited competition (*i.e.*, other than full and open competition) contracting actions above \$25,000 and (2) all competitive, including the exercise of contract option years, contracting actions in excess of \$250,000.⁴
- b.** For all procurement requests, USAC should ensure the request package contains the following information:⁵
 - Analysis of why the procurement is necessary (*e.g.*, a business case for the procurement, including analysis of options);
 - A synopsis, *i.e.*, notice of the contract action in Fedbizopps, of the procurement and an accompanying timeline of estimated benchmark dates (*e.g.*, procurement award, vendor hand-off);
 - All pricing information, including USAC's initial procurement price estimates, offerors' proposed prices, USAC's price analysis, and price evaluation documents; and
 - Explanation of proposal evaluation criteria (*e.g.*, past performance and corporate experience), its evaluation of such criteria for each offeror, and the basis for the selection of the proposed successful offeror.

Not less than ten (10) working days prior to vendor selection for any and all procurements in excess of \$100,000.00, including without limitation amounts estimated for all option years, the USF Administrator shall provide written notice to OMD and OGC and any relevant Bureau or Office Chief of any

⁴ For purposes of this provision, multiple contracting actions that are substantially the same will be counted as the same contracting action. USAC shall not break down requirements aggregating more than \$25,000 or \$250,000 thresholds into several purchases that are less than the applicable threshold to avoid the FCC review and approval process.

⁵ See Letter from Anthony J. Dale, Managing Director, FCC to Scott Barash, Acting Chief Executive Officer, USAC (Apr. 4, 2008).

potential apparent or actual conflict of interest or impropriety by any qualified bidders, including without limitation, all documentation provided by the bidder and any assessment by the USF Administrator of the potential apparent or actual conflict of interest or impropriety or potential cures.

- c. Subsequent to vendor selection, the USF Administrator shall provide to OMD the certification of an officer of the USF Administrator with knowledge and authority, that the procurement complies with all relevant requirements, including those in this MOU.

4. Competition Procedures and Responsible Parties

- (i) The USF Administrator will publish its contract solicitations in a manner that maximizes the number of bidders.
 - a. For competitive solicitations involving purchases exceeding \$25,000, the USF Administrator will, at a minimum, advertise its requirements in advance at www.fedbizopps.gov.
 - b. For procurements not expected to exceed \$25,000, the USF Administrator need not formally advertise its requirements at www.fedbizopps.gov but it must obtain and document quotes from at least three qualified bidders prior to selecting a contractor.
- (ii) The USF Administrator will only solicit offers from, and award contracts to, prospective contractors whom the USF Administrator believes, after due investigation, are responsible, are not under criminal indictment, are able to fully perform under the contract, and are not listed in the Excluded Parties Listing System at <http://www.epls.gov/>.

Before making a determination as to whether a potential contractor is responsible, the USF Administrator will obtain and objectively evaluate the following information concerning each bidder: information about financial competence; credit needs; adequacy of a prospective contractor's accounting system; relevant past performance by the contractor; assurance of adequate contractor controls; and the contractor's policies and procedures concerning its administrative practices, including but not limited to information technology, physical and data security, purchasing, personnel, and its other business practices. USAC must certify vendor performance before seeking approval for exercising a contract option.

A Commission Contracting Officer will act as the Competition Advocate, as defined in 48 C.F.R. § 6.502, approving all USF Administrator non-competitive awards exceeding \$25,000.

- (iii) The USF Administrator shall immediately inform the Commission if any entity makes a protest or raises any issues about the integrity, appropriateness, or fairness of a procurement or about any of the bidders in a procurement.

- (iv) The USF Administrator may not incorporate any language in a contract that mitigates a contractor's apparent conflict of interest, unless the USF Administrator first obtains Commission approval of the language.

5. Conflict of Interest Protections

The USF Administrator, as well as its employees, officers, directors, contractors, subcontractors, consultants, agents, and other representatives will avoid any organizational or personal conflicts of interest or the appearance of a conflict of interest in all acquisitions. *See, e.g.*, FAR Part 3 and Subpart 9.5.

The USF Administrator, as well as its employees, officers, directors, contractors, subcontractors, consultants, agents, or representatives will not award any non-competitive contracts to a USAC affiliate including, but not limited to, NECA or NECA Services, Inc., or their successors or assigns, or to any entity that has a representative serving on the board of USAC, NECA, or NECA Services, Inc. In competitive procurements, allowing participation by NECA or NECA Services, Inc. will be considered on a case-by-case basis, after assessing potential conflicts of interest.

6. Performance-Based Contracting

The USF Administrator will use performance-based contracting, including incorporation of measurable performance standards in its contracts. To give effect to the performance standards, USAC shall include financial incentives and penalties in its performance-based contracts. In the annual report of USAC's Competition Advocate, USAC shall identify its performance-based contracts.

C. Treatment of Non-Public Information.

The USF Administrator shall implement measures to ensure that all non-public information is managed in the strictest confidence. All USF Administrator employees, directors, officers, contractors, subcontractors, consultants, agents, or representatives (including all contractor and subcontractor employees that may be given access to non-public information) shall be required to execute a Confidentiality Agreement before receiving access to non-public information. The Confidentiality Agreement, Attachment A, is incorporated herein. The provision contained in the preceding provision shall not apply to FCC employees, who are governed by other FCC policies as well as by federal statutes.

The USF Administrator shall submit to the Commission a draft proposal on implementing additional safeguards for protecting and handling sensitive law enforcement information within 60 days of the adoption date of this MOU.

D. Reporting Requirements

USAC shall provide the Commission with the reports, performance measures, and other data as specified in this section. Nothing in this section shall cause USAC to stop providing any reports, performance measures, or other data that it previously regularly provided to the Commission or its Bureaus or Offices. The Commission or its Bureaus or Offices reserve the right, at its sole discretion, to require USAC to provide the Commission with additional reports, performance measures, or other data without requiring the parties to amend or otherwise modify the MOU.

1. Reports to the Commission

Financial Reports. The USF Administrator shall prepare and deliver to the Commission financial reports and data listed in Attachment B at regular intervals as specified therein. These reports and data shall be delivered to OMD, with copies to WCB. The USF Administrator will provide timely access to any information, including financial and accounting information, to the OIG, upon request. The USF Administrator shall direct any questions regarding these reports to the Commission's Chief Financial Officer. Any financial statement or other report, including those listed in Attachment B, representing the financial condition of the USF shall be prepared in accordance with generally accepted accounting principles for federal agencies.

Programmatic Reports. The USF Administrator shall prepare and deliver to the Commission programmatic reports and data listed in Attachment C at the intervals and in the formats specified therein. These reports and data shall be delivered to WCB, with copies of Report 10(c) (Monthly Registration Data from FCC Form 499-A) to the Commission's Consumer and Governmental Affairs Bureau ("CGB"). No later than at each filing date, the USF Administrator shall update past programmatic reports to correct any errors or account for new or updated data. In the event that the USF Administrator discovers material errors in programmatic reports previously submitted to the Commission, the USF Administrator shall notify WCB and provide WCB (and CGB if applicable) with updated filings immediately following discovery. A USAC officer, as well as the USAC Chief Information Officer or USAC Chief Financial Officer, shall certify to the accuracy of the programmatic reports and data and of any updates thereto. The USF Administrator shall direct any questions regarding these reports to the Chief of the WCB, or to his/her designee(s).

2. Performance Measures

The USF Administrator shall provide the data and performance measurements listed in Attachment D to OMD, the Inspector General and WCB on a quarterly basis, or as otherwise directed. The USF Administrator shall provide these data and measurements not later than the first day of the second month after the end of the quarter. No later than at each filing date, the USF Administrator shall also update performance measures previously submitted to the Commission for any errors or new data. In the event that the USF Administrator discovers material errors in performance measures previously submitted to the Commission, the USF Administrator shall notify OMD and WCB and provide OMD, WCB and the Inspector General with updated filings immediately following discovery. The USF Administrator shall include this

information in its annual report. *See* 47 C.F.R. § 54.702. A USAC officer must certify to the accuracy of the data provided. The Commission reserves the right to direct USAC to provide new data or performance measurements or to modify the type of data and any of the existing performance measurements listed in Attachment C at any time.

- a. **Service Quality Report.** The USF Administrator shall make publicly available a quarterly report based on the monthly service quality data submitted to the Commission. At a minimum, the quarterly report should indicate the number of complaints, including repeat complaints, and the USF Administrator's response times.
- b. **Annual Certification.** The USF Administrator shall submit an annual certification signed by a corporate officer attesting to its compliance with this MOU. In addition the USF Administrator shall, on a quarterly basis, advise OMD on its compliance with this MOU.

3. Litigation Reports

Within five (5) business days after the USF Administrator receives a complaint or other pleading commencing significant litigation involving the universal service support mechanisms, the USF Administrator's General Counsel shall provide written notice of such litigation to the Commission's General Counsel, or his/her designee. The USF Administrator shall report quarterly on the status or pendency of bankruptcy, fraud, and other litigation that could affect the integrity of the universal service support mechanisms. In addition, where the USF Administrator has a reasonable expectation of litigation involving any of the universal service support mechanisms that would trigger an obligation under the Federal Rules of Civil Procedure to retain documents, the USF Administrator shall promptly notify in writing the Commission's General Counsel or his/her designee that litigation is anticipated, providing detail sufficient to enable the Commission to fulfill its document retention obligations.

E. Investment Requirements

The USF Administrator shall invest funds in excess of its immediate requirements for cash on hand but shall limit investment of funds to federal investments in U.S. Treasury securities that have maturity dates not longer than three years. The USF Administrator shall stagger the maturity dates of its investments to ensure that the USF Administrator always has adequate cash to meet its USF responsibilities in a timely manner.

F. Audit Requirements

The USF Administrator shall implement a comprehensive audit program to ensure that USF monies are used for their intended purpose, to verify that all USF contributors make the appropriate contributions in accordance with the Commission's rules, and to detect and deter potential waste, fraud, and abuse. The USF Administrator shall work under the oversight of the OIG in hiring contractors, auditors and auditing contractors and shall adhere to the procurement requirements in section IV B. above.

1. Beneficiary and Contributor Audits

The USF Administrator or any independent auditor that the USF Administrator engages shall conduct audits in accordance with generally accepted government auditing standards, as required by 47 C.F.R. § 54.702(n). The USF Administrator will take steps to implement all recommendations arising from audits, investigations, and other reviews of USF beneficiaries and contributors, including recommendations to recover funds that may have been improperly disbursed to beneficiaries as identified by the OIG, auditors working under the oversight of the OIG, and auditors working under contract to the USF Administrator.⁶ In this process, the USF Administrator shall use the audit follow-up procedures set forth in OMB Circular A-50 and FCC Directive 1013.1C. The USF Administrator will immediately notify OMD and/or WCB and OIG if it is unable to implement fully any recommendation.

In implementing the recommendations from audits, investigations, and other reviews, the USF Administrator will apply the guidance and requirements contained in Commission rules, orders, and other guidance.⁷ Absent contrary written guidance from the Commission, the USF Administrator will start its implementation actions as soon as possible, but in any event no later than 30 days from the date of the final report of the audit, investigation, or other review.

The USF Administrator will provide a monthly report to the Commission and to the Inspector General summarizing its implementation efforts, including the number of recovery actions in progress and the amount of funds recovered in that month and the amount of funds remaining to be recovered. The monthly report is not, however, a substitute for immediately bringing issues to the Commission's attention when circumstances warrant more rapid communication.

2. Other Audits

The USF Administrator will promptly take steps to implement all recommendations arising from USF-related audits other than those of USF beneficiaries and contributors (*e.g.*, the Commission's annual financial statement audit, which includes the USF). Specifically, the USF Administrator will ensure that it has an action plan to address all recommendations arising from such audits and will submit the action plan to OMD. Upon receiving approval, the USF Administrator will also ensure that its approved action plan is implemented.

⁶ See Letter from Anthony J. Dale, FCC, to Scott Barash, USAC (Apr. 17, 2006).

⁷ Such guidance includes *Schools and Libraries Universal Service Support Mechanism*, Fifth Report and Order, 19 FCC Rcd 15808 (2004).

G. Information Technology (“IT”) Requirements

1. General Coordination

The USF Administrator will comply to the fullest extent possible as a non-federal entity with federal and Commission information technology requirements on an on-going basis including, but not limited to, those pertaining to capital planning, computer and information security, communications, and privacy. This may include IT related legislative requirements, policies, Presidential/OMB directives, Government Accountability Office (“GAO”) recommendations, and other federal mandates.

The USF Administrator will coordinate with the Commission’s Chief Information Officer or his/her designee on IT projects, including IT related requirements, mandates, directives, and/or legislation or other federal mandates. Such coordination will include joint design, development, and testing of relevant mechanisms, methods, and procedures prior to any new significant IT infrastructure implementation. USAC will collaborate with the Commission on research and planning activities.

Upon request, the USF Administrator will provide the Commission with complete information about its IT related spending, facilities, personnel, contracts, operations, processes, technical infrastructure, and progress in achieving the foregoing requirements. In addition, the USF Administrator shall cooperate with the OIG concerning all OIG information technology audits, inspections and investigations including information security testing that is to be performed by the OIG or its contractors.

The USF Administrator will submit an annual report to the Commission describing the USF Administrator’s information technology security, including measures taken to implement information technology security requirements applicable to federal agencies and efforts taken to safeguard the information technology systems of the USF Administrator.

2. OMB Circular A-11

The USF Administrator will prepare information required by OMB Circular A-11 for inclusion in the Commission’s information technology capital planning submissions to OMB in a timely manner. This includes the Exhibit 300 “Capital Asset Plan and Business Case Summary,” data for inclusion in the Commission’s Exhibit 53 “Information Technology Investment Portfolio,” and such other information as OMB Circular A-11, or its successor, may require. The USF Administrator will update the Capital Asset Plan and Business Case Summary on an annual basis.

H. Administrative Expenses and Budget Activities

The USF Administrator shall submit its administrative expense data on at least a quarterly basis. The USF Administrator will adhere to the format and content of OMB Circular A-11, as well as any instruction from OMD.

I. Internal Control

The USF Administrator shall implement effective internal control over its operations, including the administration of the USF and compliance with applicable laws and regulations. The USF Administrator will implement an internal control structure consistent with the standards and guidance contained in OMB Circular A-123, including the methodology for assessing, documenting, and reporting on internal controls specified in Appendix A of OMB Circular A-123, including establishing a senior management counsel and reporting minutes. The USF Administrator shall report periodically and as directed to OMD and the OIG on its internal control activities. USAC’s auditors shall also report to USAC’s Audit Committee.

J. Freedom of Information Act Submissions

The records of the USF Administrator are subject to the Freedom of Information Act (“FOIA”). The USF Administrator shall refer any requests for USF records to the Commission. The USF Administrator will forward to OMD/PERM, within one business day of receipt, any FOIA request that it receives. The USF Administrator will promptly, within five (5) business days, gather records responsive to FOIA requests and promptly provide copies of those records and responses to the Commission. The USF Administrator will keep track of, and retain, search and review time and provide this information to the Commission for FOIA fee purposes. OMD will consult with the USF Administrator, as appropriate, before responding to FOIA requests that involve the USF Administrator’s records.

K. Customer Service Standards

1. To ensure that the USF Administrator acts promptly to address complaints raised by Universal Service Fund contributors and beneficiaries, the USF Administrator (collectively “program stakeholders”) will collect, monitor, and report “customer complaint information” on a monthly basis. USAC will implement a system for collecting and analyzing complaints raised by program stakeholders, including complaints about the speed of application processing or delays in responding to inquiries. USAC will regularly review complaint information, identify trends, and develop proposals for resolving complaints raised by USF program beneficiaries (*i.e.*, recipients or potential recipients of USF funding and beneficiaries and potential beneficiaries) and contributors to the programs that are administered by USAC. USAC will report on its performance in this area on all four programs and for contributors on a monthly basis to the Commission staff and members of the USAC Board of Directors. In addition, the USF Administrator shall make these reports available to the public. Starting in 2009, USAC will report on its performance in the annual report it submits to the Commission.
2. The USF Administrator shall make publicly available the means for submitting a complaint and its customer service standards.

L. USAC Requests for Policy Guidance

In any situation in which USAC intends to seek guidance from the Commission pursuant to section III.A of this MOU, USAC shall first inform the WCB Chief of USAC's intent to do so during the course of regular meetings between Commission Bureau or Office Chiefs or their respective designees, including at a minimum the WCB Chief or his/her expressly authorized designee(s), and USAC officers (including at least one of the following USAC officers: the Chief Executive Officer, the Chief Operating Officer, or the General Counsel). If, subsequent to such a meeting, USAC intends to seek Commission guidance, USAC shall do so by formally requesting guidance in a letter or other written submission to the WCB Chief his/her expressly authorized designee. Any USAC letter or other written submission requesting guidance shall be signed by the USAC Chief Executive Officer, Chief Operating Officer, or General Counsel. The Commission or its appropriate official (acting through delegated authority) shall respond in writing to USAC's request for guidance.

V. IMPLEMENTATION

The USF Administrator shall amend its By-Laws, corporate policies, procedures, and code of conduct where appropriate to ensure adoption of and full compliance with the terms of this MOU, including appropriate amendments to implement the conflict of interest provisions in section IV.A.1 hereof. The USF Administrator will consider compliance with the terms of this MOU when evaluating performance of its employees, contractors, and any other individual or entity acting on behalf of the USF Administrator. The USF Administrator will ensure that failure to comply with the terms of this MOU will result in disciplinary action, including dismissal.

VI. REVISION AND DURATION

This MOU will become effective upon signature by both parties below and will remain in effect for a four (4) year period unless revised or terminated by the Commission. The Board of Directors of the USF Administrator may, at any time, propose changes, modifications, or revisions to the MOU for the Commission to consider.

The Parties acknowledge and agree that continuous and consistent administration of the USF is vital to the accomplishment of the missions of the Commission and the USF. The USF Administrator agrees to furnish all necessary services and personnel to ensure the continuity and consistency of USF administration in the event of any revision or termination of this or any subsequent MOU or any other relevant change to USF administration. The Parties will act in good faith to provide for such continuity and consistency of USF administration in such an event and to provide for reasonable reimbursement for the expenses incurred by the USF Administrator in providing such continuity and consistency.


VII. NO PRIVATE CAUSE OF ACTION and DISCLAIMER

Nothing in this MOU creates a private cause of action for any entity. Nothing in this MOU constitutes a legal determination concerning the applicability of any statute or law. Nothing in this MOU waives, modifies, or otherwise changes any Commission rule or order governing the USF Administrator or the USF.

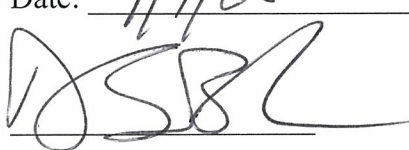
VIII. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be stricken and the remainder of the MOU shall continue in full force and effect as if it had been executed without the invalid provision.

SIGNATURES

Date: 9/9/2008


Anthony J. Dale
Managing Director
Federal Communications Commission

Date: 9/9/08


Scott Barash
Acting Chief Executive Officer
Universal Service Administrative
Company

Attachment A

USAC Confidentiality Agreement

1. I recognize and acknowledge that as an employee, director, officer, contractor, subcontractor, consultant, agent, or an employee or other representative thereof (collectively, “a Staff Person”) for the Universal Service Administrative Company (“USAC”), I may have access to Confidential Information, as that term is defined in Appendix A to this Confidential Information Use and Disclosure Agreement (“Confidentiality Agreement”).
2. I acknowledge and agree that I will treat any Confidential Information in the manner set forth in this Confidentiality Agreement. I acknowledge and agree that this obligation applies to the treatment of all Confidential Information to which I obtain access while working as a Staff Person for or on behalf of USAC, regardless of the form of the Confidential Information or the manner in which I obtain access to it. I acknowledge and agree that my obligations with respect to Confidential Information apply to oral and written communications, drafts and final documents, information obtained directly or indirectly, and information obtained pursuant to or outside of my job responsibilities if I obtained the information as a result of my relationship with USAC.
3. I acknowledge and agree that my obligation to treat Confidential Information in the manner set forth in this Confidentiality Agreement will continue even if I am no longer a Staff Person.
4. I acknowledge and agree that I will not use Confidential Information for any purpose other than a legitimate business purpose of USAC.
5. I acknowledge and agree that, except as provided in paragraphs 6 and 7 herein or as authorized by the USAC Chief Executive Officer or the USAC General Counsel, or in either one’s absence, a respective designee, I will not disclose Confidential Information to any person or entity other than: (a) the provider of the Confidential Information at issue, or (b) an authorized Staff Person who has executed a confidentiality agreement with USAC.
6. I acknowledge and agree that this Confidentiality Agreement shall not apply to requests for Confidential Information made by an employee of the Federal Communications Commission (“FCC”), except that I may not disclose Personally Identifiable Information (as that term is defined in Appendix A to this Confidentiality Agreement) without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one’s absence, a respective designee.
7. I acknowledge and agree that, subject to the notice requirement in paragraph 8 below, this Confidentiality Agreement shall not prevent disclosure of Confidential Information in response to an official request from the Comptroller General of the United States, the Government Accountability Office, or the United States Congress or a Committee or Subcommittee thereof, except that I may not disclose Personally Identifiable Information without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one’s absence, a respective designee.
8. I acknowledge and agree that if I receive a subpoena or any other request or demand for Confidential Information, I will take all reasonable and appropriate steps to ensure that the request is submitted within one business day of receipt, and prior to any disclosure of such information or records, to the USAC General Counsel, or in the USAC General Counsel’s absence, a respective designee.
9. I acknowledge and agree that if I know or have a reasonable basis for believing that any Staff Person is using or disclosing Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify my USAC supervisor or the USAC General Counsel.
10. I acknowledge and agree that if I intentionally or unintentionally disclose any Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify my USAC supervisor or the USAC General Counsel.

11. I acknowledge and agree that if I am uncertain or have questions about my obligations under this Confidentiality Agreement, I will immediately seek advice from my USAC supervisor, the USAC Director of Human Resources or the USAC General Counsel.
12. I acknowledge and agree that any violation of this Confidentiality Agreement may subject me to disciplinary action, including suspension or termination of employment, and civil and criminal liability.
13. I acknowledge and agree that signing this Confidentiality Agreement is a condition of my working as a Staff Person for USAC. I acknowledge and agree that USAC may modify this Confidentiality Agreement and require me to execute the modified version.
14. I acknowledge and agree that upon completion or termination of my relationship as a Staff Person for USAC, I will return to the USAC General Counsel, the USAC Director of Human Resources, or other person designated by either of them, any Confidential Information in my possession.
15. I acknowledge and agree that this Confidentiality Agreement is binding upon me as of the date of my signature, that any modification to this Confidentiality Agreement is binding on me as of the date that I sign such modified version, and that my obligations under the Confidentiality Agreement, including any modifications, continue through and beyond the termination of my position as a Staff Person and for as long as I have in my possession, access to, or knowledge of Confidential Information. I further acknowledge and agree that USAC may, in its sole discretion, modify Appendix A and such modification(s) shall be effective and enforceable against me following written notice to me, which may be by any reasonable method, including but not limited to hand delivery, mail, courier service, email, or facsimile, and that my signature or agreement is not required for the modification to Appendix A to be effective and binding on me.
16. If any provision of this Confidentiality Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of the Confidentiality Agreement shall continue in full force and effect as if it had been executed without the invalid provision.

Acknowledged and agreed:

By (signature) _____ Date _____

Name (print) _____

CONFIDENTIALITY AGREEMENT – APPENDIX A

Personally Identifiable Information is defined as information whose disclosure would constitute an unwarranted invasion of personal privacy, including but not limited to, personnel records, salary and compensation information, medical records, social security number or residential address. In the event of a question about whether disclosure would constitute an unwarranted invasion of personal privacy, the USAC General Counsel or his or her designee will use for guidance the standards set forth in 47 C.F.R. § 0.457(f) and decisions made thereunder.

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analyses, data, compilations, studies, or interpretations (collectively referred to hereafter as “information”) and any data, material or communications in any form or format, whether tangible or intangible, that contains, reflects, or is derived from or based upon any information or is related to internal USAC management matters, including but not limited to USAC program integrity procedures, if disclosure is reasonably likely to interfere with or prejudice the performance of the internal USAC management functions.
2. Information related to the development of statements of work or evaluation criteria for USAC or FCC procurements (but not final solicitation or procurement documents that are formally released to one or more prospective bidders or offerors), contractor bids or proposals, evaluation of bidders or offerors, selection of contractors, or the negotiation of contracts.
3. Information that is excluded by applicable statute or regulation from disclosure, provided that such statute (a) requires that the information be withheld from the public in such a manner as to leave no discretion on the issue, or (b) establishes particular criteria for withholding or refers to particular types of information to be withheld. Such information includes copyrighted or trademarked information.
4. Information containing trade secrets or commercial, financial or technical information that (a) identifies company-specific (i.e., non-aggregated) proprietary business information about a Universal Service Fund (USF) contributor (or a potential contributor) or its parent, subsidiary, or affiliate, and (b) has not previously been made publicly available.
5. Information concerning USAC relationships with financial institutions, including but not limited to, account locations, identifiers, balances, transaction activity and other account information and any advice or guidance received from such institutions.
6. Information regarding or submitted in connection with an audit or investigation of a USF contributor, potential USF contributor, USF beneficiary, applicant for USF support, or USAC Staff Person.
7. Information to which USAC, the FCC, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects USAC, FCC or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes but is not limited to internal USAC information, information exchanged between USAC and the FCC or another government agency, and information exchanged between two or more government agencies in any form, including but not limited to letters, memoranda, draft settlement documents, and working papers of USAC, the FCC, other government agencies, and their respective staff.
8. Information that was submitted with a corresponding written request for confidential treatment, protection, or nondisclosure, including, but not limited to, submissions marked “proprietary,” “privileged,” “not for public disclosure,” or “market sensitive information,” unless and until such request is denied.

9. Information developed in security investigations. Such information is the property of the investigative agency and may not be made available for public inspection without the consent of the investigative agency.

Attachment B USAC Financial Reports

Report #	Title of Report or Document	General Description of Report or Document	USAC Document Satisfying request	Frequency of Submission	Report or Document Submitted By	FCC - Contact / Bureau / Division Submitted to	Support mechanisms affected
FINANCIAL STATEMENT PACKAGE							
1	Financial Statements	Balance Sheet, Statement of Net Cost, Statement of Changes in Net Position, Statement of Budgetary Resources, and Statement of Financing. Statement of Custodial Activity - Not Applicable (Includes USSGL Trial Balance Report)	USF Crosswalk	See January 12th Letter	Manager, USF Accounting		All
2	Financial Statement Checklist	A completed version of the financial statement checklist developed by the FCC to review USF financial reporting submissions.	Financial Statement Checklist	See January 12th Letter	Manager, USF Accounting		All
3	Cash Reconciliation	Schedule reconciling the USF cash balance per bank to the balance per ledger, and supporting schedules including the list of outstanding checks, outstanding ACHs, and outstanding credit balance refund checks.	Cash Binder	See January 12th Letter	Manager, USF Accounting		All
4	Investments Reconciliation	Schedule reconciling the USF balance per bank to the balance per ledger, and supporting subsidiary ledger.	Cash Binder	See January 12th Letter	Manager, USF Accounting		All
5	Accounts Receivable (AR) Reconciliation	Schedule agreeing the AR subsidiary to the AR ledger balance. Include the subsidiary schedules with individual balances, the schedule of AR credit balances, and a supporting schedule for adjustments to either the subsidiary ledger or general ledger balance.	"Current Month" AR CW	See January 12th Letter	Manager, USF Accounting		All
6	Schedule of Interest Receivable	Schedule showing accrued interest by investment type (e.g. T-Bill, Bond, MMF)	Cash Binder - Interest Rec. Sch (Cross Check)	See January 12th Letter	Manager, USF Accounting		All
7	Allowance for Doubtful Accounts Calculation	Schedule showing current calculation and resulting balance agreed to the general ledger	ADA "Current Month"	See January 12th Letter	Manager, USF Accounting		All

8	Property, Plant, and Equipment Subsidiary	Schedule showing all amounts exceeding the FCC's capitalization threshold that have been purchased by USAC using administrative funding. Schedule should include Individual Purchases > \$25K; Internally Developed Software > \$50K; and Bulk Purchases > \$250K.	USAC Asset Detail	See January 12th Letter	Manager, USF Accounting		All
9	Accounts Payable Subsidiary	Schedule listing all outstanding accounts payable that agrees to the general ledger	AP Subledger "Current Month"	See January 12th Letter	Manager, USF Accounting		All
10	Schedule of Other Accrued Liabilities that agrees to the general ledger (SGL 2190)	Schedule showing other accrued liabilities such as the High Cost and Low Income accruals made at month end.	AP "Current Month" CW and Accrued Liabilities "Current Month" PDF	See January 12th Letter	Manager, USF Accounting		All
11	Due to/Due from Schedule	Schedule showing the amount by mechanism that is either due to USF from USAC for amounts advanced and not expended or due from USF to USAC for amounts expended in excess of the current advance.	Due to Due from USF entries "Current Month"	See January 12th Letter	Manager, USF Accounting		All
12	Undelivered Orders Roll forward with Subsidiary	Roll forward of Undelivered Orders balance from the beginning of the month to the end of the month. Attach subsidiary schedule of all open commitment balances that agrees to the general ledger (SGL 4801, 4871 and 4881).	Outstanding Obligations "Current Month"	Monthly - 10th calendar day	Manager, Budget and Reporting		All
TREASURY REPORTING							
1	Standard Form - 224 Statement of Transactions	Standard form identifying receipts and outlays made by USF in the current and if applicable any previous months under Treasury Symbol 27X5183. Report is submitted to FCC no later than noon of the 3rd business day of each month for review and FCC submission to Treasury.	Standard Form - 224 Statement of Transactions	Monthly	Manager, USF Accounting		All
2	Standard Form - 224 Statement of Transactions, detail by mechanism	Breakdown of SF-224 balances by mechanism.	Format needs to be developed	Month;y	Manager, USF Accounting		All
3	Treasury Report on Receivables (TROR)	Standard form identifying status of receivables which includes a roll forward of the accounts receivable balances along with an aging of outstanding balances. In addition, there is a section for debt management and technique performance	"Current Month" TROR	Quarterly	Manager, USF Accounting		All

		data.					
4	Schedule of Investments for Intragovernmental Reporting	Schedule showing all Federal investments (T-Bills) that can be provided to the Bureau of Public so that they know the amount of outstanding debt to eliminate with the FCC.	Treasury Investment Report	Monthly (3rd to last business day of each month)	Manager, USF Accounting		All
BUDGETARY REPORTING							
1	OMB 10 Year Forecast	Various schedules and charts with receipts, outlays, interest and administrative expenses.	Ten Year Forecast	Annual	Manager, Budget and Reporting	WCB, OMD	All
2	Revised OMB 10 year Forecast - Mid Session Review	Various schedules and charts with receipts, outlays, interest and administrative expenses.	Mid-Year Forecast	Annual	Manager, Budget and Reporting	WCB, OMD	All
3	Administrative Costs Schedule	A Schedule of Administrative costs by mechanism and Budget Object Class.	Revised Format needs to be developed	Monthly	Manager, Budget and Reporting	WCB, OMD	All
4	Procurement	FCC Contracting Officer must approve all USAC sole-source contracts over \$25,000 and all competitive procurements over \$250,000. Requires Commission action.	Proposed contracts	As needed	CFO	WCB, OMD	All
5	Procurements in progress or in place over \$25/250K	A schedule of in-Progress and in-Place Contracts exceeding \$25,000 if sole sourced and \$250,000 if competitively bid.	FCC to provide format	Semi-Annual	Manager, Budget and Reporting	WCB, OMD	All
6	SL Obligation Analysis for ADA	A schedule of total exempt and non-exempt obligations.	Obligations analysis SLD "Current Month"	Quarterly	Manager, Budget and Reporting	WCB, OMD	SL
7	RHC Obligation Analysis for ADA	A schedule of total exempt and non-exempt obligations.	Obligations analysis RHC "Current Month" -- beginning in April 2006	Quarterly	Manager, Budget and Reporting	WCB, OMD	RHC
PROGRAM REPORTING							
1	Annual Report to the Commission and Congress	Annual report detailing USAC's operations, activities and accomplishments. See 47 C.F.R. § 54.702(h)	Annual Report	Annually by March 31	Senior Director of Education and Communications	Secretary, Commissioners, and staff, OMD	All

2	Universal Service Support Mechanism Quarterly Contribution Base	Report on quarterly interstate and international revenue data submitted by carriers on FCC Form 499-Q. Used by FCC with Quarterly Budget and Fund Size Projections to develop contribution factor. Annual true-ups in July of each year (based on data submitted by carriers in April of each year on 499-A). Also includes data concerning de minimis carriers. See 47 C.F.R. §§ 54.702 (i); 54.709(a). Requires Commission action.	Quarterly Filing	Quarterly	CEO and General Counsel	Secretary and FCC Service List, OMD	All
3	Universal Service Support Mechanism Fund Size Projections	Projection of Demand and administrative expenses (budget) on a consolidated basis and for each support mechanism. Includes a true-up for prior period adjustments quarterly and annually for administrative expenses. Appendices provide fund activity on a cash and accrual basis; funding commitments, funds authorized, and disbursements to service providers during the last quarter for each support mechanism. Used by FCC with the Quarterly Revenue Filing to develop contribution factor. See 47 C.F.R. §§ 54.702 (i); 54.709(a). Requires Commission action.	Quarterly Filing	Quarterly	CEO and General Counsel,	Secretary and FCC Service List, OMD	All
4	Board and Committee Issue Papers	Binder of Board meeting materials which includes the information from all committee meetings.	Board Documents	Quarterly	CEO's Executive Assistant	WCB, OMD	All
5	Contributor, Beneficiary, Process, IT, etc. audit reports	Reports of USAC independent auditors or independent auditors under contract to USAC of audits of program beneficiaries for compliance with program rules. See 47 C.F.R. 54.707.	All audit reports	As available	Vice President of Internal Audit	WCB, OIG, OMD, and other interested parties	All
6	Enforcement Referrals	Cover letter explaining basis for violation and all documentation relevant to enforcement issue	Enforcement Referrals	As needed	General Counsel	WCB, FCC, OIG, OMD	All
7	Whistleblower Log/SLD	Log of Contacts received and action taken	SLD Special Compliance Review Rpt	SL - Biweekly	Associate General Counsel	OIG	SLD
8	Whistleblower Log/HC/LI	Log of Contacts received and action taken	HC and LI Compliance Review Report	HC - Monthly	Associate General Counsel	OIG	HC, LI
9	Low Income data report	Report of information submitted on FCC Form 497	Latest View Report	As needed	Low Income Director	WCB, OMD	LI

10	Program Integrity Assurance Procedures	PIA procedures are revised annually based on lessons learned from prior years and provided to FCC before they begin to be used for a new funding year. WCB comments on/approves the procedures. Requires Commission action.	PIA Procedures	Annually	SLD Director of Forms Processing	WCB, OMD	SL
11	ADL Issuance Report	Summary counts of the prior month appeals - categorized by the decisions and fund year	ADL Issuance	Monthly (by the 5th business day)	SLD Manager of Appeals Review	WCB, OMD	SL
12	Monthly Audit Recovery Status Reports	Update on the different stages of recovery for audit reports	FCC Form in Excel spreadsheet	Monthly	SLD Manager of Audit Response	WCB, OMD	SL
13	Semi-Annual Audit Recovery Report	Update on the monthly report	USAC Format (Excel spreadsheet)	Semi-Annual (March and Sept.)	SLD Manager of Audit Response	Secretary, WCB, OMD	SL
14	Procedures not in FCC Rules Filing	Required by 5th R&O, this is a list of our procedures not codified in FCC rules	Procedures not in FCC Rules Filing	Annually	SLD Director of Forms Processing	Secretary, WCB, OMD	SL
15	Eligible Services List	SL maintains an Eligible Services List on its web site to guide applicants and service providers. Annually, the list is updated and submitted to WCB/OMD. Requires Commission approval.	Eligible Services List	Annually	SLD Forms Processing Team Manager	WCB	SL
16	Demand Estimate (Actual Fund Year Requests Received within the Window)	Report of total requested funding on in-window applications submitted after the close of the yearly filing window	Funding Year Demand Estimate	Annually	SLD Vice President	WCB, OMD	SL
17	Funding/denial parameter analyses	Analyses to support funding and denial decisions for internal connections requests based on demand and funds available	Funding/denial parameter analyses	As needed	SLD Vice President	WCB, OMD	SL
18	Funding Commitment Decision Letter Reports	Reports provide information about applicants who have (RHC) or (SL) receive a Funding Commitment Decision Letter and the amount of the funding commitment.	Funding Commitment Decision Letter Reports	As needed	Senior Director of External Communications	Commissioners, WCB, OMD	SL, RHC
19	Weekly Resources Report	Schedule of funds available for obligation, projection of funds available for obligation, with detail for SL & RHC commitments by Fund Year	Weekly Resources Report	Weekly	Manager, Budget and Reporting	WCB, OMD	All
20	Unused Funds Report	Schedule of funds available for Roll-Over . Schedule should be provided prior to submission of quarterly filing.	Contingency Reserve Analysis Worksheet	Quarterly	Open	WCB, OMD	SL
21	Tracking reports - for non-audit recoveries - NEW	A report that tracks all non-audit recoveries	Format needs to be developed	Monthly	Open	WCB, OMD	All

23	Local Switching revenue requirement for average schedule companies	USAC must submit a formula that simulates the disbursement that would be received by a company that is representative of average schedule companies. The Commission (delegated to the Chief, Wireless Competition Bureau) reviews, modifies and approves the formula. Requires Commission action.	Schedules of local switching revenues	Annually	Executive Vice President for Programs	WCB, OMD	HC
24	Consultation regarding remaining funds under the cap	USAC must consult with FCC to establish the best way to distribute funds that remain under the cap at the end of a funding year in which discounts have been reduced below those set in the matrices. Requires Commission action.	Report on funds under the cap.	As required	SLD Vice President	WCB, OMD	SL
25	Parameter Analysis	Funding commitments to the thresholds approved by Board of Directors' of the SL Committee are not implemented until USAC receives approval from FCC staff. Requires Commission action.	Support Documentation for USAC Board of Directors' Meeting	As required	SLD Vice President	WCB, OMD	SL
26	Expense Projections	USAC must submit projection demands for all support mechanisms, administrative expenses, and contribution base. The FCC calculates the contribution factor. Requires Commission action.	Contribution Factor Submission	60 days prior to start of each quarter.	Executive Vice President for Programs	WCB, OMD	All
27	Policy Guidance	USAC must submit policy issues and seek guidance from the Commission on unclear provisions of the rules or statute. Requires Commission action.	Draft USAC policies and interpretations	As required	Executive Vice President for Programs	WCB, OMD	All
28	USF Litigation	USAC must update the status of or pendency of any bankruptcy, fraud, and other litigation that could affect the integrity of the USF.	tba	Quarterly or more frequently as needed	USAC General Counsel	OGC	All
29	USF Fraud Litigation – Administrative Expenses	USAC must submit a report detailing expenses related to its work on USF fraud litigation and investigation and on processing disbursements to beneficiaries that engaged in fraud	Tba	Annual	USAC General Counsel	OGC, OMD	All

Attachment C

USAC Programmatic Reports/Data

The USF Administrator shall provide at the intervals and in the formats specified below, the following performance reports and data to WCB and, in the case of the monthly registration data from FCC Form 499-A in section 10(c), below, to CGB as well. No later than at each filing date, the USF Administrator shall update past programmatic reports to correct any errors or account for new or updated data. In the event that the USF Administrator discovers material errors in programmatic reports previously submitted to the Commission, the USF Administrator shall notify WCB (and CGB if appropriate) and provide WCB (and CGB if appropriate) with updated filings immediately following discovery. A USAC officer, as well as the USAC Chief Information Officer or Chief Financial Officer, shall certify to the accuracy of the programmatic reports and data.

General Requirements

USAC shall adhere to the following requirements when submitting programmatic reports or data to the Commission pursuant to this Attachment C. To the extent this Attachment C does not specify the format for a particular data submission, USAC shall consult with the WCB Chief or his/her designee(s) to determine the particular submission format. In any such case, USAC may recommend a form for the data submission. USAC and WCB shall endeavor in good faith to agree upon a mutually-acceptable format for the data submission. If USAC and WCB are unable to reach such agreement, WCB shall have the exclusive right to determine an acceptable format for USAC's data submission.

USAC shall provide all reports and data specified herein in a generally accepted electronic format that enables the Commission to read such data in an automated fashion. To the extent practicable, USAC shall submit all data in a spreadsheet format. Subject to the preceding paragraph, data submissions that are too voluminous to practicably be submitted or received in a spreadsheet format shall be delivered in a mutually-acceptable format, which may include MS Access. USAC may submit summary information in a format that is not a spreadsheet.

USAC shall name all electronic files in a consistent manner and shall use file names that reasonably identify the contents of each file. All data files, spreadsheet tabs and database tables shall be named so that only the portion of the file names describing the month or quarter and year of the data changes from one USAC data submission to the next.

USAC shall select spreadsheet column headings or field names that reasonably identify the information in that column or field. Only the first row of data will be devoted to field names. Specifically, USAC shall ensure that each column heading shall have a single field name that occupies only the first row of that column and that is no longer than 32 characters in length including the designation for non-public data referenced in this paragraph. No other titles or headings may be present. Except as otherwise permitted herein, such field names shall be identical from one USAC data submission to the next. USAC shall identify any non-public data by appending a bold underscore and asterisk (**_***) to the field name.

USAC shall not submit summary information on the same page or spreadsheet as the data that is being summarized. USAC shall seek permission from WCB, which shall not be unreasonably withheld, prior to placing multiple summary tables onto a single tab within the workbook that contains the summarized data.

Specific Reports/Data

1. Actual High-Cost Disbursements

USAC shall submit to the Commission, on a monthly basis, data showing the previous month’s actual disbursements from all high-cost mechanisms to all study areas. USAC shall submit such data as soon as reasonably possible after data from the previous month become publicly available through the online disbursement tool located at <http://www.usac.org/hc/tools/disbursements/default.aspx>. USAC shall arrange the actual disbursements data it submits in the same way that the disbursement tool arranges such data, except that the data USAC submits shall include additional fields as specified in this Attachment C and shall include the data for all states in a single table or rectangular file. Whereas the disbursement tool presents data such that each study area code is included in one and only one record, USAC shall create multiple records for study area codes to the extent necessary to populate all required data fields for this Attachment C. For example, a particular competitive eligible telecommunications carrier (ETC) may receive high-cost support associated with both rural and non-rural incumbent local exchange carrier (LEC) study areas. USAC shall, in such an instance, include a record showing the disbursements to the competitive ETC for its rural operations and a separate record showing the disbursements to the competitive ETC for its non-rural operations.

USAC shall include the following fields when submitting data showing the previous month’s actual disbursements from all high-cost mechanisms:

Field Name	Description
State	2 Letter State Postal Abbreviation
Spin	Spin
StudyAreaCode	Study Area Code
StudyAreaName	Study Area Name
CCName	Name of Holding Company or Common Control
Rural	R=Rural or N=Non-rural
Type	Cost structure: A, C or X
Tech	Technology: 1=Wireless or 0=Wireline
RegType	P=Price-cap, R=Rate of Return or X=N/A
Year	Year
Month	Month
HCL	Actual HCL disbursements
HCM	Actual HCM disbursements
IAS	Actual IAS disbursements
ICLS	Actual ICLS disbursements
LSS	Actual LSS disbursements
LTS	Actual LTS disbursements
SNA	Actual SNA disbursements

SVS	Actual SVS disbursements
HCLLines	Eligible HCL lines
HCMLines	Eligible HCM lines
IASLines	Eligible IAS lines
ICLSLines	Eligible ICLS lines
LSSLines	Eligible LSS lines
LTSLines	Eligible LTS lines
SNALines	Eligible SNA lines
SVSLines	Eligible SVS lines

2. Actual High-Cost Disbursements Net of Prior Period Adjustments

USAC shall deliver to the Commission, on a monthly basis, monthly data showing disbursements from all high-cost mechanisms to all study areas. USAC shall submit such data as soon as reasonably possible after data from the previous month become publicly available through the online disbursement tool located at <http://www.usac.org/hc/tools/disbursements/default.aspx>. In each such submission, USAC shall include all payments that are attributable to the disbursements, excluding out-of-period adjustments paid in that month that are attributable to the disbursements in previous months. USAC shall arrange the data identical to the manner in which USAC arranged the actual disbursement data, including the additional fields required, under Item 1 above.

USAC shall include the following fields when submitting data showing disbursements net of prior period adjustments from all high-cost mechanisms:

Field Name	Description
State	2 Letter State Postal Abbreviation
Spin	Spin
StudyAreaCode	Study Area Code
StudyAreaName	Study Area Name
Rural	R=Rural or N=Non-rural
Type	Cost structure: A, C or X
Tech	Technology: 1=Wireless or 0=Wireline
RegType	P=Price-cap, R=Rate of Return or X=N/A
Year	Year
Month	Month
InitialHCL	HCL disbursements net of prior period adjustments
InitialHCM	HCM disbursements net of prior period adjustments
InitialIAS	IAS disbursements net of prior period adjustments
InitialICLS	ICLS disbursements net of prior period adjustments
InitialLSS	LSS disbursements net of prior period adjustments
InitialLTS	LTS disbursements net of prior period adjustments
InitialSNA	SNA disbursements net of prior period adjustments
InitialSVS	SVS disbursements net of prior period adjustments

3. Trued-up High-Cost Disbursements

USAC shall deliver to the Commission monthly data showing trued-up disbursements from all high-cost mechanisms. In each such submission, USAC shall include all payments that are attributable to the disbursements on an accrual basis in that quarter (*i.e.*, including out-of-period adjustments paid in later quarters) and shall exclude out-of-period adjustments paid in that quarter that are attributable to the disbursements in previous quarters. USAC shall submit data for a particular quarter as soon as reasonably possible after final true-ups for that quarter are made. USAC shall arrange the trued-up disbursements data identical to the manner in which USAC arranged the actual disbursement data, including the additional fields required, under Item 1 above.

USAC shall include the following fields when submitting data showing trued-up disbursements from all high-cost mechanisms:

Field Name	Description
State	2 Letter State Postal Abbreviation
Spin	Spin
StudyAreaCode	Study Area Code
StudyAreaName	Study Area Name
Rural	R=Rural or N=Non-rural
Type	Cost structure: A, C or X
Tech	Technology: 1=Wireless or 0=Wireline
RegType	P=Price-cap, R=Rate of Return or X=N/A
Year	Year
Month	Month
FinalHCL	Trued-up HCL disbursements
FinalHCM	Trued-up HCM disbursements
FinalIAS	Trued-up IAS disbursements
FinalICLS	Trued-up ICLS disbursements
FinalLSS	Trued-up LSS disbursements
FinalLTS	Trued-up LTS disbursements
FinalSNA	Trued-up SNA disbursements
FinalSVS	Trued-up SVS disbursements
FinalHCLLines	Eligible HCL lines
FinalHCMLines	Eligible HCM lines
FinalIASLines	Eligible IAS lines
FinalICLSLines	Eligible ICLS lines
FinalLSSLines	Eligible LSS lines
FinalLTSLines	Eligible LTS lines
FinalSNALines	Eligible SNA lines
FinalSVSLines	Eligible SVS lines

4. Actual High Cost Disbursements to Competitive ETCs by Incumbent LEC Study Area

USAC shall deliver to the Commission, on a monthly basis, data showing actual high-cost competitive ETC disbursement data. In each such submission, USAC shall ensure that such data include the number of lines served by each competitive ETC within each incumbent LEC study area in which the competitive ETC has eligible lines, and the dollar amounts of the actual disbursements

associated with those lines from each high-cost mechanism. USAC shall submit such data as soon as reasonably possible after data from the previous month become publicly available through the online disbursement tool located at <http://www.usac.org/hc/tools/disbursements/default.aspx>. While including the additional fields as specified in this Attachment C, USAC shall present such data in a format similar to Appendix HC18, “CETC Reported Lines by Incumbent Study Area – High Cost Loop Support,” of USAC’s quarterly administrative filings to the Commission (for example, see <http://www.usac.org/about/governance/fcc-filings/2008/Q2/HC18%20-%20CETC%20Reported%20Lines%20by%20Incumbent%20Study%20Area%20-%20High%20Cost%20Loop%20Support%20-%202Q2008.xls>).

USAC shall include the following fields when submitting data showing actual high-cost disbursement data:

Field Name	Description
State	2 Letter State Postal Abbreviation
Year	Year
Month	Month
ILEC_StudyAreaCode	ILEC Study Area Code
ILEC_StudyAreaName	ILEC Study Area Name
Rural	R=Rural or N=Non-rural
CETC_StudyAreaCode	CETC Study Area Code
CETC_StudyAreaName	CETC Study Area Name
CETC_HCL	Actual HCL disbursements to CETC for the ILEC Study Area
CETC_HCM	Actual HCM disbursements to CETC for the ILEC Study Area
CETC_IAS	Actual IAS disbursements to CETC for the ILEC Study Area
CETC_ICLS	Actual ICLS disbursements to CETC for the ILEC Study Area
CETC_LSS	Actual LSS disbursements to CETC for the ILEC Study Area
CETC_LTS	Actual LTS disbursements to CETC for the ILEC Study Area
CETC_SNA	Actual SNA disbursements to CETC for the ILEC Study Area
CETC_SVS	Actual SVS disbursements to CETC for the ILEC Study Area
CETC_HCLLines	CETC’s Eligible HCL lines in the ILEC Study Area
CETC_HCMLines	CETC’s Eligible HCM lines in the ILEC Study Area
CETC_IASLines	CETC’s Eligible IAS lines in the ILEC Study Area
CETC_ICLSLines	CETC’s Eligible ICLS lines in the ILEC Study Area
CETC_LSSLines	CETC’s Eligible LSS lines in the ILEC Study Area
CETC_LTSLines	CETC’s Eligible LTS lines in the ILEC Study Area
CETC_SNALines	CETC’s Eligible SNA lines in the ILEC Study Area
CETC_SVSLines	CETC’s Eligible SVS lines in the ILEC Study Area
CETC_TotalLines	Estimated Total CETC lines in the ILEC Study Area (based on USAC’s methodology).

5. Actual High Cost Disbursements Net of Prior Period Adjustments to Competitive ETCs by Incumbent LEC Study Area

USAC shall deliver to the Commission, on a monthly basis, data showing actual high-cost competitive ETC disbursement data net of prior period adjustments. In each such submission, USAC

shall ensure that such data include the dollar amounts of the actual disbursements net of prior period adjustments associated with those lines from each high-cost mechanism. USAC shall submit such data as soon as reasonably possible after data from the previous month become publicly available through the online disbursement tool located at <http://www.usac.org/hc/tools/disbursements/default.aspx>. USAC shall arrange the actual high-cost competitive ETC disbursement data net of prior period adjustments identical to the manner in which USAC arranged the actual disbursement data, including the additional fields required, under Item 4 above.

USAC shall include the following fields when submitting data showing actual high-cost disbursement data net of prior period adjustments:

Field Name	Description
State	2 Letter State Postal Abbreviation
Year	Year
Month	Month
ILEC_StudyAreaCode	ILEC Study Area Code
ILEC_StudyAreaName	ILEC Study Area Name
Rural	R=Rural or N=Non-rural
CETC_StudyAreaCode	CETC Study Area Code
CETC_StudyAreaName	CETC Study Area Name
InitialCETC_HCL	HCL disbursements net of prior period adjustments to CETC for the ILEC Study Area
InitialCETC_HCM	HCM disbursements net of prior period adjustments to CETC for the ILEC Study Area
InitialCETC_IAS	IAS disbursements net of prior period adjustments to CETC for the ILEC Study Area
InitialCETC_ICLS	ICLS disbursements net of prior period adjustments to CETC for the ILEC Study Area
InitialCETC_LSS	LSS disbursements net of prior period adjustments to CETC for the ILEC Study Area
InitialCETC_LTS	LTS disbursements net of prior period adjustments to CETC for the ILEC Study Area
InitialCETC_SNA	SNA disbursements net of prior period adjustments to CETC for the ILEC Study Area
InitialCETC_SVS	SVS disbursements net of prior period adjustments to CETC for the ILEC Study Area

6. Trued Up High Cost Disbursements to Competitive ETCs by Incumbent LEC Study Area

USAC shall deliver to the Commission monthly data showing trued-up disbursements to competitive ETCs from all high-cost mechanisms. In each such submission, USAC shall ensure that such data include the number of lines served by each competitive ETC within each incumbent LEC study area in which the competitive ETC has eligible lines, and the dollar amounts of the actual disbursements associated with those lines from each high-cost mechanism. In each such submission, USAC shall

include all payments that are attributable to the disbursements on an accrual basis in that quarter (*i.e.*, including out-of-period adjustments paid in later quarters) and shall exclude out-of-period adjustments paid in that quarter that are attributable to the disbursements in previous quarters. USAC shall submit data for a particular quarter as soon as reasonably possible after final true-ups for that quarter are made. USAC shall arrange the trued-up disbursements data identical to the manner in which USAC arranged the actual disbursement data, including the additional fields required, under Item 4 above.

USAC shall include the following fields when submitting data showing trued-up disbursements to competitive ETCs by incumbent LEC study area from all high-cost mechanisms:

Field Name	Description
State	2 Letter State Postal Abbreviation
Year	Year
Month	Month
ILEC_StudyAreaCode	ILEC Study Area Code
ILEC_StudyAreaName	ILEC Study Area Name
Rural	R=Rural or N=Non-rural
CETC_StudyAreaCode	CETC Study Area Code
CETC_StudyAreaName	CETC Study Area Name
FinalCETC_HCL	Actual HCL disbursements to CETC for the ILEC Study Area
FinalCETC_HCM	Actual HCM disbursements to CETC for the ILEC Study Area
FinalCETC_IAS	Actual IAS disbursements to CETC for the ILEC Study Area
FinalCETC_ICLS	Actual ICLS disbursements to CETC for the ILEC Study Area
FinalCETC_LSS	Actual LSS disbursements to CETC for the ILEC Study Area
FinalCETC_LTS	Actual LTS disbursements to CETC for the ILEC Study Area
FinalCETC_SNA	Actual SNA disbursements to CETC for the ILEC Study Area
FinalCETC_SVS	Actual SVS disbursements to CETC for the ILEC Study Area
FinalCETC_HCLLines	CETC's Eligible HCL lines in the ILEC Study Area
FinalCETC_HCMLines	CETC's Eligible HCM lines in the ILEC Study Area
FinalCETC_IASLines	CETC's Eligible IAS lines in the ILEC Study Area
FinalCETC_ICLSLines	CETC's Eligible ICLS lines in the ILEC Study Area
FinalCETC_LSSLines	CETC's Eligible LSS lines in the ILEC Study Area
FinalCETC_LTSLines	CETC's Eligible LTS lines in the ILEC Study Area
FinalCETC_SNALines	CETC's Eligible SNA lines in the ILEC Study Area
FinalCETC_SVSLines	CETC's Eligible SVS lines in the ILEC Study Area
FinalCETC_TotalLines	Estimated Total CETC lines in the ILEC Study Area (based on USAC's methodology).

7. Low Income Disbursements

USAC shall submit to the Commission, on both a quarterly and annual basis, monthly data showing actual disbursements from the low income programs. In each quarterly submission, USAC shall include monthly data for the most recent quarter and monthly data for the immediately prior quarter. In each annual submission, USAC shall include monthly data for the most recent calendar year. USAC shall submit such data as soon as reasonably possible after the data for the most recent quarter

or calendar year, as the case may be, is finalized (*e.g.*, USAC shall submit fourth and first quarter data at the end of the second quarter). USAC shall submit this disbursement data consistent with the disbursement data USAC publishes on its website in Appendix LI05 of USAC’s quarterly administrative filings to the Commission, and shall provide the Commission with an explanation of any discrepancies.

USAC shall include the following fields when submitting data showing actual disbursements from the low income programs:

Field Name	Description
State	2 Letter State Postal Abbreviation
Spin	Spin
StudyAreaCode	Study Area Code
StudyAreaName	Study Area Name
Rural	R=Rural or N=Non-rural
Tech	Technology: 1=Wireless or 0=Wireline
RegType	P=Price-cap, R=Rate of Return or X=N/A
Year	Year
Month	Month
LLT1Subs	Lifeline Tier 1 (Basic: SLC) Subscribers
LLT1Rate	Lifeline Tier 1 (Basic: SLC) Rate Per Subscriber
LLT1Support	Lifeline Tier 1 (Basic: SLC) Total Support
LLT2Subs	Lifeline Tier 2 (Additional) Subscribers
LLT2Rate	Lifeline Tier 2 (Additional) Rate Per Subscriber
LLT2Support	Lifeline Tier 2 (Additional) Total Support
LLT3Subs	Lifeline Tier 3 (Federal Match) Subscribers
LLT3Rate	Lifeline Tier 3 (Federal Match) Rate Per Subscriber
LLT3Support	Lifeline Tier 3 (Federal Match) Total Support
LLT4Subs	Lifeline Tier 4 (Tribal) Subscribers
LLT4Rate	Lifeline Tier 4 (Tribal) Rate Per Subscriber
LLT4Support	Lifeline Tier 4 (Tribal) Total Support
LLPartials	Partials, Pro-rated
LLSupport	Total Lifeline Support
LUNSubs	Non-tribal Link-Up Subscribers
LUNRate	Non-tribal Link-Up Rate
LUNWaived	Non-tribal Amount Waived
LUNDefInt	Non-tribal Deferred Interest
LUNTotal	Non-tribal Total Link-Up
LUTSubs	Tribal Link-Up Subscribers
LUTRate	Tribal Link-Up Rate
LUTWaived	Tribal Amount Waived
LUTDefInt	Tribal Deferred Interest
LUTTotal	Tribal Total Link-Up
LUTotal	Total Link-Up
TLSInc	TLS Incremental
TLSSubs	TLS Subscribers

TLSTotal

TLS Total

8. Trued-up Low Income Disbursements

USAC shall submit to the Commission quarterly data showing trued-up disbursements from the low income programs. USAC's submission of trued-up disbursements data shall include all payments that are attributable to the disbursements on an accrual basis in that quarter or calendar year, as the case may be (*i.e.*, including out-of-period adjustments paid in later quarters) and shall exclude out-of-period adjustments paid in that quarter or calendar year, as the case may be, that are attributable to the disbursements in previous periods. USAC shall submit such data as soon as reasonably possible after final true-ups for that quarter or calendar year, as the case may be, are made. USAC shall arrange the data identical to the format USAC used for actual low income disbursements in Item 3, except that the frequency of the data shall be quarterly rather than monthly.

USAC shall include the following fields when submitting data showing trued-up disbursements from the low income programs:

Field Name	Description
State	2 Letter State Postal Abbreviation
Spin	Spin
StudyAreaCode	Study Area Code
StudyAreaName	Study Area Name
Rural	R=Rural or N=Non-rural
Tech	Technology: 1=Wireless or 0=Wireline
RegType	P=Price-cap, R=Rate of Return or X=N/A
Year	Year
Month	Month
FinalLLT1Subs	Lifeline Tier 1 (Basic) Subscribers
FinalLLT1Rate	Lifeline Tier 1 (Basic) Rate Per Subscriber
FinalLLT1Support	Lifeline Tier 1 (Basic) Total Support
FinalLLT2Subs	Lifeline Tier 2 (SLC plus) Subscribers
FinalLLT2Rate	Lifeline Tier 2 (SLC plus) Rate Per Subscriber
FinalLLT2Support	Lifeline Tier 2 (SLC plus) Total Support
FinalLLT3Subs	Lifeline Tier 3 (Federal Match) Subscribers
FinalLLT3Rate	Lifeline Tier 3 (Federal Match) Rate Per Subscriber
FinalLLT3Support	Lifeline Tier 3 (Federal Match) Total Support
FinalLLT4Subs	Lifeline Tier 4 (Tribal) Subscribers
FinalLLT4Rate	Lifeline Tier 4 (Tribal) Rate Per Subscriber
FinalLLT4Support	Lifeline Tier 4 (Tribal) Total Support
FinalLLPartials	Partials, Pro-rated
FinalLLSupport	Total Lifeline Support
FinalLUNSubs	Non-tribal Link-Up Subscribers
FinalLUNRate	Non-tribal Link-Up Rate
FinalLUNWaived	Non-tribal Amount Waived
FinalLUNDefInt	Non-tribal Deferred Interest
FinalLUNTotal	Non-tribal Total Link-Up

FinalLUTSubs	Tribal Link-Up Subscribers
FinalLUTRate	Tribal Link-Up Rate
FinalLUTWaived	Tribal Amount Waived
FinalLUTDefInt	Tribal Deferred Interest
FinalLUTTotal	Tribal Total Link-Up
FinalLUTTotal	Total Link-Up
FinalTLSInc	TLS Incremental
FinalTLSSubs	TLS Subscribers
FinalTLSTotal	TLS Total

9. Schools and Libraries (i.e., E-rate)

USAC shall submit to the Commission detailed information setting forth the commitments and disbursements from the Schools and Libraries program twice a year. The first such submission shall reflect all activity through June 30 of the calendar year, and the second such submission shall reflect all activity through December 31 of the calendar year. USAC shall submit such data as soon as reasonably possible after these dates. In addition, following a WCB request at any other time, USAC also shall submit such data to the Commission as soon as reasonably possible. With WCB’s express consent, USAC may provide the data described in this paragraph on more than one table so long as USAC ensures the tables can be linked together to the satisfaction of WCB.

USAC shall include the following fields when submitting data showing schools and libraries commitment and disbursement data:

Field Name	Description
Fund_Req_Year	Year of Funding Request
Fund_Req_Id	Funding Request ID
Fund_Req_Status_Cd	Funding Request Status Code: Cancelled, Certified, Complete, Incomplete
Fund_Req_Complete_Dt	Funding Request Complete Date
Fund_Req_Received_Dt	Funding Request Received Date
Fund_Req_Crtfctn_Dt	Funding Request Certification Date
Auth_Disburse_Dt	Authorized Disbursement Date
Bus_Party_Catg	Category: District, Library, School, Consortium
Bus_Party_Id	Business Party ID
Applicant Name	Applicant Name
Street1	Applicant Street Address 1
Street2	Applicant Street Address 2
City	Applicant City
State	Applicant State (2 Letter Postal)
Zip	Applicant ZIP Code
Zip4	Applicant ZIP Code + 4
Area_Code	Applicant Phone 1: Area Code
Phone_No	Applicant Phone 2
Phone_Ext	Applicant Phone 3: Extension
Rural_Ind	R=Rural or N=Non-rural

Contact_Nm	Contact Name
Crtfctn_Nm	Certification Name
Sequence_No	Sequence Number
Appeals_Ind	Appeals Indicator: Y, N
Orig_Requested_Amt	Original Amount Requested
Requested_Amt	Requested Amount
Committed_Amt	Committed Amount
Auth_Disbursed_Amt	Authorized Disbursed Amount
Commitment_Status_Cd	Commitment Status Code
Discount_Pct	Discount Percentage
Service_Id	Service ID
Contract_Nbr	Contract Number
Contract_Expiration_Dt	Contract Expiration Date
Usac_Spin	SPIN
Srvc_Privr_Legal_Nm	Legal Name of Service Provider
Fund_Cmmtmnt_Ntf_Ltr_Snd_Dt	Fund Commitment Notification Letter Sent Date
471_Ip_Address	471 IP Address
470_Ip_Address	470 IP Address
Application_Control_No	Application Control Number

10. Rural Health Care Program

USAC shall submit to the Commission detailed information setting forth the commitments and disbursements from the Rural Health Care Program twice a year. The first such submission shall reflect all activity through June 30 of the calendar year, and the second such submission shall reflect all activity through December 31 of the calendar year. USAC shall submit such data as soon as reasonably possible after these dates. In addition, following a WCB request at any other time, USAC also shall submit such data to the Commission as soon as reasonably possible. With WCB's express consent, USAC may provide the data described in this paragraph on more than one table so long as USAC ensures the tables can be linked together to the satisfaction of WCB.

USAC shall include the following fields when submitting data showing Rural Health Care commitment and disbursement data:

Commitment Data:

Field Name	Description
HCPNum	Health Care Provider Number
HCPName	Health Care Provider Name
HCPType	Health Care Provider Type
HCPAddr_Addr1	Health Care Provider Address 1
HCPAddr_Addr2	Health Care Provider Address 2
HCPAddr_City	Health Care Provider City
HCPAddr_State	Health Care Provider State
HCPAddr_ZipCode	Health Care Provider ZIP Code
EstSupp	Estimated support

Percent_Support Amt_Committed	Percent Support Amount Committed
FCLDate	Funding Commitment Letter Date
FundingYear	Funding Year
SPName	Service Provider Name
SPIN	Service Provider Number
ServiceDescr	Service description
ServiceSpeed	Service Speed
HCPAddr_POCFname	Health Care Provider point of contact first name
HCPAddr_POCLName	Health Care Provider point of contact last name
HCPAddr_Phone	Health Care Provider point of contact phone number

Disbursement Data:

Field Name	Description
HCPNum	Health Care Provider Number
HCPName	Health Care Provider Name
Credit	Disbursement
TransDate	Disbursement date
SPName	Service Provider Name
SPIN	Service Provider Number
ServiceDescr	Service description
ServiceSpeed	Service Speed
Percent_Support Amt_Pd	Percent Support Amount Paid by Fund
FundingYear	Funding year
HCP_LargeCity	Reference Large City
HCP_MAD	Health Care Provider Maximum Allowable Distance
HCP_MAD2004	Health Care Provider Maximum Allowable Distance 2004
HCP_Type	Health Care Provider Type
HCP_ESIG_Fname	Esignature First Name
HCP_ESIG_Minit	Esignature Middle Initial
HCP_ESIG_Lname	Esignature Last Name
HCPAddr_County	Health Care Provider County
HCP_Census_Tract	Health Care Provider Census Tract
CreationDt	Creation date
LastMaintainedDt	Last maintained Date

11. Rural Health Care Pilot Program

USAC shall submit to the Commission detailed information setting forth the commitments and disbursements from the Rural Health Care Pilot Program twice a year. The first such submission shall reflect all activity through June 30 of the calendar year, and the second such submission shall reflect all activity through December 31 of the calendar year. USAC shall submit such data as soon as reasonably possible after these dates. In addition, following a WCB request at any other time, USAC also shall submit such data to the Commission as soon as reasonably possible. With WCB’s express consent, USAC may provide the data described in this paragraph on more than one table so long as USAC ensures the tables can be linked together to the satisfaction of WCB.

Commitment Data:

Field Name	Description
HCPNum	Health Care Provider Number
HCPName	Health Care Provider Name (Specific Facility)
HCPTYPE	Health Care Provider Type
HCPAddr_Addr1	Health Care Provider Address 1
HCPAddr_Addr2	Health Care Provider Address 2
HCPAddr_City	Health Care Provider City
HCPAddr_State	Health Care Provider State
HCPAddr_ZipCode	Health Care Provider ZIP Code
HCPPhone	Contact Number for Facility
HCPAddr_County	Health Care Provider County
HCPAddr_Tract	Health Care Provider Tract (11-digit FIPS)
Rural	Is this facility in a Rural Census Tract (Y?N)?
RUCA	Primary and Secondary RUCA code of facility
Application Name	With which of the 69 Applications is this associated?
EstSupp	Dollars requested and committed, apportioned to facility
Percent_Support Amt_Committed	Funding % requested
FCLDate	Funding Commitment Letter Date
FundingYear	Funding Year
SPIN	Service Provider Number
SPName	Service Provider Name
ServiceCat	Service Category (Carrier-provided service; Self-constructed; Leased facility)
ServiceType	Service Type (e.g., Fiber, Copper, Wireless)
ServiceSpeed	Service Speed (Service and/or Speed of Connection)
Items	Number of Items Approved
ApprovedItemCost	Approved Cost per Item
CutoffDate	Five-year invoicing cutoff date

Invoice Data:

Field Name	Description
HCPNum	Health Care Provider Number

HCPName	Health Care Provider Name (Specific Facility)
HCPTYPE	Health Care Provider Type
HCPAddr_Addr1	Health Care Provider Address 1
HCPAddr_Addr2	Health Care Provider Address 2
HCPAddr_City	Health Care Provider City
HCPAddr_State	Health Care Provider State
HCPAddr_ZipCode	Health Care Provider ZIP Code
HCPPhone	Contact Number for Facility
HCPAddr_County	Health Care Provider County
HCPAddr_Tract	Health Care Provider Tract (11-digit FIPS)
Rural	Is this facility in a Rural Census Tract (Y?N)?
RUCA	Primary and Secondary RUCA code of facility
Application Name	With which of the 69 Applications is this associated?
InvoiceDate	Invoice Date
SPIN	Service Provider Number
SPName	Service Provider Name
FRN	Funding Request Number
Items_Months	Number of Items / Months on this invoice
ActualCostPerItem	Actual Cost per Item / Month
ActualTotalCost	Actual Total Cost
Facility Cost	Actual Total Cost allocated to this Facility
Percent_Support Amt_Req	RHC Funding % Requested
Percent_Support Amt_Paid	RHC Funding % Paid by USAC
ServiceCat	Service Category (Carrier-provided service; Self-constructed; Leased facility)
ServiceType	Service Type (e.g., Fiber, Copper, Wireless)
ServiceSpeed	Service Speed (Service and/or Speed of Connection)

12. Contribution and Registration Data

(a) Data from FCC Form 499-Q

USAC shall submit to the Commission, on a quarterly basis, data collected on FCC Form 499-Q. These data should be submitted at the same time as the data currently submitted to the FCC in support of the USF contribution factor.

USAC shall include the following fields when submitting data from FCC Form 499-Q:

Field Name	Description
Filer_499_ID	Filer 499 ID
FilingYear	Filing Year
RevisionSeq	Revision Number
ReportedQtr	Quarter
FilingMth	Filing Month
Form499Status	Status of Filing

Form499ValidatedIndicator	Validated (T/F)
Form499CanceledIndicator	Cancelled (T/F)
Form499EstimatedFilingIndicator	Estimated (T/F)
BatchId	Batch ID
PostmarkDate	Postmark Date
ReceiptStampDate	Received Date
ReceiptConfirmationNumber	Receipt Confirmation Number
LegalNm	Name of Filing Entity
EIN	Employer Identification Number
BusinessNm	Business Name
HoldingCompanyNm	Holding Company Name
FRN1	FRN1
FRN2	FRN2
FRN3	FRN3
FRN4	FRN4
FRN5	FRN5
HQ_AddrStreet1	Headquarters Street Address 1
HQ_AddrStreet2	Headquarters Street Address 2
HQ_AddrStreet3	Headquarters Street Address 3
HQ_AddrCityNm	Headquarters City
HQ_AddrStateCd	Headquarters State (2 letter Postal)
HQ_AddrZipCd	Headquarters ZIP Code
HQ_AddrZipPlus4Cd	Headquarters ZIP Code +4
HQ_AddrCountryNm	Headquarters Country
Form499ContactFirstNm	Form 499 Contact First Name
Form499ContactLastNm	Form 499 Contact Last Name
Form499ContactPhoneAreaCd	Form 499 Contact Phone Number (NPA)
Form499ContactPhoneNo	Form 499 Contact Phone Number
Form499ContactPhoneExt	Form 499 Contact Phone Number Extension
Form499ContactFaxAreaCd	Form 499 Contact Fax Number Area Code
Form499ContactFaxNo	Form 499 Contact Fax Number
Form499ContactEmailAddr	Form 499 Contact Email Address
Billing_USF_ContactFirstNm	USF Billing Contact First Name
Billing_USF_ContactLastNm	USF Billing Contact Last Name
Billing_USF_ContactAddrStreet1	USF Billing Contact Address Street 1
Billing_USF_ContactAddrStreet2	USF Billing Contact Address Street 2
Billing_USF_ContactAddrStreet3	USF Billing Contact Address Street 3
Billing_USF_ContactAddrCityNm	USF Billing Contact Address City
Billing_USF_ContactAddrStateCd	USF Billing Contact Address State
Billing_USF_ContactAddrZipCd	USF Billing Contact Address ZIP Code
Billing_USF_ContactAddrZipPlus4Cd	USF Billing Contact Address ZIP+4
Billing_USF_ContactPhoneAreaCd	USF Billing Contact Phone Area Code
Billing_USF_ContactPhoneNo	USF Billing Contact Phone Number
Billing_USF_ContactPhoneExt	USF Billing Contact Phone Extension
Billing_USF_ContactFaxAreaCd	USF Billing Contact Fax Area Code
Billing_USF_ContactFaxNo	USF Billing Contact Fax Number

Billing_USF_ContactEmailAddr	USF Billing Contact Email Address
HistoricalRevenueYear	Historical Revenue Year
FilingDueDt	Filing Due Date
L115(a)	Line 115(a) of Form 499-Q
L115(b)	Line 115(b)
L115(c)	Line 115(c)
L116(a)	Line 116(a)
L116(b)	Line 116(b)
L116(c)	Line 116(c)
L117(a)	Line 117(a)
L118(a)	Line 118(a)
L119(b)	Line 119(b)
L119(c)	Line 119(c)
L120(b)	Line 120(b)
L120(c)	Line 120(c)
Nondisclosure_Ind	Nondisclosure Indicator
Officer_FirstNm	Officer First Name
Officer_LastNm	Officer Last Name
Officer_Position_Desc	Officer Position Description
Officer_Signature_Dt	Officer Signature Date
FilingTypeCd	Filing Type Code
SystemSeq	System Sequence
CreationDt	Creation Date
CreatedByUserid	Created By Userid
LastMaintainedDt	Last Maintained Date
MaintainedByUserid	Maintained By Userid
CXR	Carrier Type

(b) Data from FCC Form 499-A

USAC shall submit to the Commission all data collected on FCC Form 499-A as well as any fields USAC has created for internal purposes included in the primary database in which the FCC Form 499-A data is maintained. USAC shall transmit to the Commission the complete primary database in which the FCC Form 499-A data is maintained via FTP under terms and conditions mutually agreed upon between USAC and WCB. Data for each filing year (filed on April 1) should be submitted May 25th, June 25th, July 25th and October 25th of that year as well as April 25th of the following year.

(c) Monthly Registration Data from FCC Form 499-A

USAC shall submit to the Commission, on or before the 5th business day of each month, filer registration data collected on FCC Form 499-A. USAC shall transmit the data as a Microsoft Access database via FTP or make the data available for download under the terms and conditions mutually agreed upon by USAC and the Commission. USAC shall include the fields listed below

when submitting data. The last record shall have a Filer_499_ID = 999999 and the Start_Date for that record will be the “current as of” date.

Field Name	Type	Size	Indexed
Filer_499_ID	Text	6	Yes – no duplicates
Last_499A_Filing	Date/time	Short	No
Start_Date	Date/time	Short	No
End_Date	Date/time	Short	No
End_Reason_Code	Text	8	No
Replacement_ID	Text	6	Yes – duplicates OK
Active	Number	Long integer	No
USF_Contributor	Number	Long integer	No
Legal_Name_of_Carrier	text	100	Yes – duplicates OK
IRS_Employer_ID	Text	11	Yes – duplicates OK
Doing_Business_As	Text	100	No
Principal_Comm_Type	Text	4	Yes – duplicates OK
Holding_Company	Text	50	No
CORESID	Text	100	Yes – duplicates OK
Management_Company	Text	50	No
HQ_Address1	Text	50	No
HQ_Address2	Text	50	No
HQ_Address3	Text	50	No
HQ_City	Text	40	No
HQ_State	Text	2	No
HQ_Zip_Code	Text	10	No
Customer_Inquiries_Address1	Text	50	No
Customer_Inquiries_Address2	Text	50	No
Customer_Inquiries_Address3	Text	50	No
Customer_Inquiries_City	Text	40	No
Customer_Inquiries_State	Text	2	No
Customer_Inquiries_Zip_Code	Text	10	No
Customer_Inquiries_Telephone	Text	12	No
Customer_Inquiries_Ext	Text	6	No
Other_Trade_Name1	Text	50	No
Other_Trade_Name2	Text	50	No
Other_Trade_Name3	Text	50	No
Other_Trade_Name4	Text	50	No
Other_Trade_Name5	Text	50	No
Other_Trade_Name6	Text	50	No
Other_Trade_Name7	Text	50	No
Other_Trade_Name8	Text	50	No
Other_Trade_Name9	Text	50	No
Other_Trade_Name10	Text	50	No
Other_Trade_Name11	Text	50	No
Other_Trade_Name12	Text	50	No
Other_Trade_Name13	Text	50	No

DC_Agent1	Text	40	No
DC_Agent2	Text	40	No
DC_Agent_Telephone	Text	12	No
DC_Agent_Ext	Text	6	No
DC_Agent_Fax	Text	12	No
DC_Agent_Email	Text	50	No
DC_Agent_Address1	Text	50	No
DC_Agent_Address2	Text	50	No
DC_Agent_Address3	Text	50	No
DC_Agent_City	Text	40	No
DC_Agent_State	Text	2	No
DC_Agent_Zip	Text	10	No
Alternate_Agent1	Text	40	No
Alternate_Agent2	Text	40	No
Alternate_Agent_Telephone	Text	12	No
Alternate_Agent_Ext	Text	6	No
Alternate_Agent_Fax	Text	12	No
Alternate_Agent_Email	Text	50	No
Alternate_Agent_Address1	Text	50	No
Alternate_Agent_Address2	Text	50	No
Alternate_Agent_Address3	Text	50	No
Alternate_Agent_City	Text	40	No
Alternate_Agent_State	Text	2	No
Alternate_Agent_Zip_Code	Text	10	No
CEO_First_Name	Text	40	No
CEO_Last_Name	Text	40	No
Is_CEO_Address_same_as_HQ	Yes/No		No
CEO_Address1	Text	50	No
CEO_Address2	Text	50	No
CEO_Address3	Text	50	No
CEO_City	Text	40	No
CEO_State	Text	2	No
CEO_Zip_Code	Text	10	No
Chairman_First_Name	Text	40	No
Chairman_Last_Name	Text	40	No
Is_Chairman_Address_same_as_HQ	Yes/No		No
Chairman_Address1	Text	50	No
Chairman_Address2	Text	50	No
Chairman_Address3	Text	50	No
Chairman_City	Text	40	No
Chairman_State	Text	2	No
Chairman_Zip_Code	Text	10	No
President_First_Name	Text	40	No
President_Last_Name	Text	40	No
is_pres_addr_same_as_hq	Yes/No		No
President_Address1	Text	50	No

President_Address2	Text	50	No
President_Address3	Text	50	No
President_City	Text	40	No
President_State	Text	2	No
President_Zip_Code	Text	10	No
Alabama	Yes/No		No
Alaska	Yes/No		No
American_Samoa	Yes/No		No
Arizona	Yes/No		No
Arkansas	Yes/No		No
California	Yes/No		No
Colorado	Yes/No		No
Connecticut	Yes/No		No
Delaware	Yes/No		No
District_of_Columbia	Yes/No		No
Florida	Yes/No		No
Georgia	Yes/No		No
Guam	Yes/No		No
Hawaii	Yes/No		No
Idaho	Yes/No		No
Illinois	Yes/No		No
Indiana	Yes/No		No
Iowa	Yes/No		No
Johnston_Atoll	Yes/No		No
Kansas	Yes/No		No
Kentucky	Yes/No		No
Louisiana	Yes/No		No
Maine	Yes/No		No
Maryland	Yes/No		No
Massachusetts	Yes/No		No
Michigan	Yes/No		No
Midway_Atoll	Yes/No		No
Minnesota	Yes/No		No
Mississippi	Yes/No		No
Missouri	Yes/No		No
Montana	Yes/No		No
Nebraska	Yes/No		No
Nevada	Yes/No		No
New_Hampshire	Yes/No		No
New_Jersey	Yes/No		No
New_Mexico	Yes/No		No
New_York	Yes/No		No
North_Carolina	Yes/No		No
North_Dakota	Yes/No		No
Northern_Mariana_Islands	Yes/No		No
Ohio	Yes/No		No

Oklahoma	Yes/No	No
Oregon	Yes/No	No
Pennsylvania	Yes/No	No
Puerto_Rico	Yes/No	No
Rhode_Island	Yes/No	No
South_Carolina	Yes/No	No
South_Dakota	Yes/No	No
Tennessee	Yes/No	No
Texas	Yes/No	No
Utah	Yes/No	No
US_Virgin_Islands	Yes/No	No
Vermont	Yes/No	No
Virginia	Yes/No	No
Wake_Island	Yes/No	No
Washington	Yes/No	No
West_Virginia	Yes/No	No
Wisconsin	Yes/No	No
Wyoming	Yes/No	No

(d) List of Traffic Studies Filed

USAC shall submit to the Commission, on a quarterly basis, a list of the traffic studies received during the immediately preceding quarter. This list must show the Filer 499 ID and the name of the associated legal entity.

13. Aggregated Disbursements by Provider Type (Summary Table)

USAC shall submit to the Commission, on a quarterly basis, a summary table showing disbursement data for each of the four USF programs (High-cost, Low Income, Schools and Libraries, and Rural Health Care) by service provider type. As applicable, the service provider types shall include, but are not limited to: Competitive Access Providers, Cellular/PCS/SMR providers, Interexchange Providers, Local Exchange Carriers, Local Resellers, Non-Traditional Providers, Operator Service Providers, Other Local, Other Mobile, Other Toll, Paging and Messaging, Payphone Service Providers, Private Service Providers, Satellite Service Providers, Shared Tennant Service Providers, Specialized Mobile Radio Providers, Toll Resellers and Wireless Data Providers.

14. Size of Fund Worksheet (Summary Table)

USAC shall submit to the Commission, on a quarterly basis, a completed Size of Fund Worksheet. The Size of Fund Worksheet template is as follows:

Quarterly Worksheet Showing the Size of the Universal Service Fund

- I Projected requirements for the coming quarter filed by USAC to support calculation of the contribution factor for that quarter.
 - (a)
 - A Schools and Libraries
 - B Rural Health Care
 - C High-Cost
 - D Low Income
 - E Admin. Expenses
 - F Applications of True-ups
 - G Interest Income
 - H Total
{Sum A through F, minus G}

- II USF billings to contributors during quarter
 - (a)
 - A contribution amounts assessed for quarter
 - B Penalties and interest
 - C Adjustments to bills to reflect corrections or true-ups
 - D Total USF billings to contributors

- III Fund receipts during the quarter (with allowances for grace days, if any)
 - (a)
 - A Amounts credited as current quarter contributions

 - B Amounts from contributors recorded as payments of penalties & interest
 - C Other amounts received from contributors including past-due contributions other than true-up billings
 - D Receipts from true-up billings during the quarter.

 - E Total collections from contributors during quarter
{Sum A through D}
 - F Other interest received during the quarter
 - G Other fund receipts
 - H Total USF collections during quarter {Sum E through G}

IV Changes in USF fund receivables due from contributors

- (a)
- A Receivables at the beginning of the quarter
 - B Total USF billings to contributors during quarter
§ [II.E.(a)]
 - C Total collections from contributors during quarter
§ [III.E.(a)]
 - D Uncollectibles written off during quarter
 - E Changes in receivables due to adjustments and true-ups
 - F Receivables at the end of the quarter { A + B + C - D + E }

V Total USF disbursements and outlays during the quarter

- | | (a) | (b) | (c) |
|--|-----------------------|------------------------------------|--------------------------------------|
| | Program Disbursements | Net True-up and Adjustment Amounts | Payments During Quarter
{(a)+(b)} |
| A Schools and Libraries | | | |
| B Rural Health Care | | | |
| C High Cost | | | |
| D Low Income | | | |
| E Administrative expenses | | | |
| F Other expenses or payments, if any, during the quarter | | | |
| G Total USF disbursements and outlays during the quarter {Sum A through F} | | | |

VI Outstanding program commitments for the School & Libraries, and the Rural Health Care programs

- | | (a) | (b) | (c) | (d) | (e) |
|-------------------------|---|---|--|--|--|
| | Outstanding Program Commitments at the Beginning of the Quarter | New Commitments Made During the Quarter | Program Disbursements During the Quarter | Commitments Cancelled During the Quarter | Outstanding Program Commitments at the End of the Quarter
{(a) + (b) - (c) - (d)} |
| A Schools and Libraries | | | § [V.A.(a)] | | |
| B Rural Health Care | | | § [V.B.(a)] | | |
| C Total | | | | | |

VII Accounts payable associated with High Cost and Low Income programs

- (a)
- Accounts Payable at the End of the Quarter

- A High Cost
- B Low Income
- C Total

VIII Cash Balance

(a)

- A Cash balance at the beginning of the quarter
- B Total USF collections during quarter §[III.H.(a)]
- C Total USF disbursements and outlays during the quarter § [V.G.(c)]
- D Cash balance at end of quarter {A + B – C}

IX Fund Balance

(a)

- A Cash balance at end of quarter
- B Receivables from contributors at end of quarter §[IV.F.(a)]
- C Receivables from School & Libraries, Rural Health Care, High Cost and Low Income recipients
- D Outstanding program commitments for Schools & Libraries and Rural Health Care at the end of the quarter § [VI.C.(e)]
- E Accounts payable associated with High Cost and Low Income programs § [VII.C.(a)]
- F Fund balance at the end of the quarter {A + B - C – D}
- G Receivables being investigated as uncollectible
- H Adjusted fund balance {F – G}

15. FCC Form 498 Data

USAC shall submit to the Commission, on a quarterly basis, a copy of the database containing the information captured from FCC Form 498. USAC shall submit such data as soon as reasonably possible after the end of each quarter.

The copy of the database shall include all fields that USAC records from FCC Form 498, and other information that USAC adds to the database that is not included in FCC Form 498 except the following: USAC shall not submit (1) Bank account numbers and ACH Bank Transit Numbers (i.e., based on the May 2006 version of the FCC Form 498, USAC shall not provide line numbers: 31, 32, 55, 56, 79, 80, 103, 104); and (2) Database fields that contain images.

Attachment D USAC Performance Measures

The USF Administrator shall provide the following performance measures to OMD on a quarterly basis, or as otherwise directed. USAC must identify any discrepancies between current and recent data submissions, including changes to prior months/quarters/years data. A USAC officer must certify to the accuracy of the data provided. No later than at each filing date, the USF Administrator shall update past performance measures filings for any errors or new data. In the event that the USF Administrator discovers material errors in performance measures previously submitted to the Commission, the USF Administrator shall notify OMD and WCB and provide OMD and WCB with updated filings immediately.

Schools and Libraries Performance Measurements for Applications, per funding year

- Number of eligible applicants served and their discount rate;
- Number of applications and FRNs submitted;
- Average (mean) processing time and percent of applications and FRNs completed by June 1; measured from the date of receipt to the date of commitment or denial;
- Processing time for fastest 50 percent, 75 percent, and 100 percent of the applications and FRNs;
- Number of applications and FRNs rejected;
- Number of applications and FRNs granted;
- Average (mean) dollar amount awarded and median dollar amount awarded, per FRN;
- Total amount disbursed.

Schools and libraries Invoices, per funding year

- Number of invoices received;
- Number of invoices paid;
- Number of invoices rejected;
- Average (mean) time to pay invoices;⁸
- Time to approve or reject fastest 50 percent, 75 percent, and 100 percent of the submitted invoices;
- Number of E-rate invoice extensions requested, granted, and denied.

Schools and Libraries Appeals

- Number of pending appeals to the Administrator from the Schools and Libraries Division, grouped by year filed;
- Number of current (*i.e.*, filed the previous quarter) appeals to the Administrator from the Schools and Libraries Division;
- Average (mean) time for the Administrator to resolve appeals from the Schools and Libraries Division;⁹

⁸ Average time; measured from the date the invoice is submitted to the date payment is issued.

- Time for the Administrator to approve or reject 50 percent, 75 percent, and 100 percent of the filed appeals from the Schools and Libraries Division.

Low income

- Number of program beneficiaries (*i.e.*, carriers);
- Number of low income customers for each carrier receiving low income support;
- Number of connections supported;
- Time to process support payments and authorize disbursements;
- Average (mean) dollar amount awarded and median dollar amount awarded, per carrier;
- Low income program data, on a quarterly basis, in Excel format, with total amounts rolled up;
- Total amount disbursed.

Rural Health Care Applications (per funding year) – data to be provided separately for the Rural Health Care Program and for the Rural Health Care Pilot Program

- Number of eligible applicants served;
- Number of applications submitted for telecommunications service;
- Number of applications submitted for Internet access service, total and disaggregated by technology and bandwidth;
- Number of applications submitted;
- Processing time;
- Number of applications rejected;
- Number of applications granted;
- Average (mean) dollar amount awarded and median dollar amount awarded;
- Total amount disbursed.

Rural Health Care Invoices (per funding year)– data to be provided separately for the Rural Health Care Program and for the Rural Health Care Pilot Program

- Number of invoices received;
- Number of invoices paid and number of invoices rejected;
- Average (mean) time to pay invoices, measured from the date the invoice is submitted to the date payment is issued to pay invoices.

Rural Health Care Appeals – data to be provided separately for the Rural Health Care Program and for the Rural Health Care Pilot Program

- Number of pending appeals to the Administrator from the rural health care division, grouped by year filed;
- Number of current (*i.e.*, filed the previous quarter) appeals to the Administrator from the rural health care division;

⁹ This measurement should be the average amount of days between the denial by the schools and libraries division and the decision by USAC on appeal.

- Time for the Administrator to resolve appeals from the rural health care division.¹⁰

High Cost

- Number of program beneficiaries (*i.e.*, eligible telecommunications carriers, or “ETCs”) per study area and per wire center;
- Number of lines, per study area and per wire center, for each ETC;
- Number of requests for support payments;
- Average (mean) dollar amount of support and median dollar amount of support for each line for high cost ETCs;
- Total amount disbursed, aggregate and for each ETC;
- Time to process fastest 50 percent, 75 percent, and 100 percent of the high cost support requests and authorize disbursements;
- Rates of telephone subscribership in urban vs. rural areas.

Administrative Performance Measures

- USAC administrative costs, per program, and general administrative costs (not program-specific);
- The amount of payments determined to be improper payments and the error rate (*i.e.*, the percentage of total payments that are determined to be improper payments), per program;
- The amount of improper payments subsequently recovered from the beneficiaries by the USF Administrator, per program.
- Number of corrections or true-ups due to errors by the Administrator, per program;
- Number of USF contributors;
- Number of USF contributors 90 days or more delinquent in payments;
- Total amount of delinquencies or past due payments;
- Total number of contributors assessed late fees or penalties;
- Total amount of late fees or penalties;
- Total amount of contributions to the USF;
- Monthly disbursement data by state by study area (in Excel format) with total amounts rolled up (totals for all disbursements, totals by mechanism, totals for each state, and totals for each state by mechanism);
- Total amount of disbursements.

The USF Administrator shall provide the following performance measures to Chief, Investigations & Hearings Division, Enforcement Bureau on a quarterly basis, or as otherwise directed. USAC must identify any discrepancies between current and recent data submissions, including changes to prior months/quarters/years data. A USAC officer must certify to the accuracy of the data provided.

- List of USF contributors with delinquent contribution balances owed to USAC;
- List of companies that failed to file the most recent required FCC Form 499-A and/or FCC Form 499-Q;

¹⁰ This measurement should be the average amount of days between the denial by the schools and libraries division and the decision by USAC on appeal.

- All audit reports containing a finding or description of noncompliance by a USF contributor or support recipient (excluding reports resulting from audits performed at the direction of the FCC's Office of Inspector General); and
- List of all USF contributors that have requested or executed an installment payment plan.

Service quality performance measures

- USAC will provide notice to program stakeholders on its Internet site on how to file complaints with USAC (*e.g.*, telephone contact information, email address). USAC will provide customers with a toll-free number, email address, and toll-free fax line for customer complaints. USAC will conduct all stakeholder exchanges with the utmost degree of professionalism and respect.
- USAC shall track all inquiries or complaints, whether received by email, fax, telephone, or otherwise, to determine the response time for each complaint and the number of complaints. Complaints should be categorized by program and by the nature of the complaint.
- Within two business days, a response to an inquiry or complaint will be provided or an estimate given for when a response will be provided based on the complexity of the inquiry or complaint. Total time to respond will not exceed 20 business days from receipt.
- When inquiries are made to one of USAC's customer service centers via telephone, 95 percent of the calls received during operating hours, defined as ___, will be answered by a live person.
- USAC will develop proposals of additional data, as well as performance goals that it would regularly collect, monitor, and report to the Commission in order to measure the quality of USAC's performance.

Attachment E FAR Provisions

USAC shall mirror the FAR clauses and provisions that are not specifically inherently governmental. The FAR is electronically available at: <http://www.arnet.gov/far/index.html>.

To the extent provisions in the FAR (including standard texts and paragraphs in Part 52 or the FAR) are written to expressly refer to “the Government,” the USF Administrator shall insert “the USF Administrator” instead. If, during the conduct of its procurement activities, the USF Administrator requires interpretive guidance or assistance in applying FAR provisions to a USAC procurement, the USF Administrator should seek Commission guidance or direction.

At a minimum, USAC acquisition shall abide by the following FAR Parts:

Subchapter A--GENERAL:

- Part 2—Definitions of Words and Terms
- Part 3—Improper Business Practices and Personal Conflicts of Interest
- Part 4—Administrative Matters

Subchapter B--COMPETITION AND ACQUISITION PLANNING:

- Part 5—Publicizing Contract Actions
- Part 6—Competition Requirements
- Part 7—Acquisition Planning
- Part 9—Contractor Qualifications
- Part 10—Market Research
- Part 11—Describing Agency Needs
- Part 12—Acquisition of Commercial Items

Subchapter C--CONTRACTING METHODS AND CONTRACT TYPES:

- Part 13—Simplified Acquisition Procedures
- Part 14—Sealed Bidding
- Part 15—Contracting by Negotiation
- Part 16—Types of Contracts (Note: Cost type contracts shall not be entered into)
- Part 17—Special Contracting Methods
 - Subpart 17.1—Multi-year Contracting
 - Subpart 17.2—Options

Subchapter D--SOCIOECONOMIC PROGRAMS

- Part 19—Small Business Programs
- Part 22—Application of Labor Laws to Government Acquisitions
- Part 23—Environment, Energy and Water Efficiency, Renewable Energy Technologies, Occupational Safety, and Drug-Free Workplace

Subpart 23.5—Drug-Free Workplace

Part 24—Protection of Privacy and Freedom of Information

Subchapter E--GENERAL CONTRACTING REQUIREMENTS

Part 33—Protests, Disputes, and Appeals

Subchapter F--SPECIAL CATEGORIES OF CONTRACTING

Part 37—Service Contracting

Part 39—Acquisition of Information Technology

Subchapter G--CONTRACT MANAGEMENT

Part 42—Contract Administration and Audit Services

Part 43—Contract Modifications

Part 44—Subcontracting Policies and Procedures

Part 45—Government Property

Part 46—Quality Assurance

Part 47—Transportation

Part 49—Termination of Contracts

Subchapter H--Clauses and Forms

Part 52—Solicitation Provisions and Contract Clauses

In addition, it is USAC’s responsibility to assure that no contract is awarded to any firm listed on the Excluded Parties List System (“EPLS”) <http://www.epls.gov/>.

In reference to Part 19, USAC shall set aside a minimum of 30 percent of all contractual awards to socio economic firms. A report shall be submitted to OMD quarterly and a summary annually providing actual data of the various categories (*i.e.*, SB, SDB, SDVOSB, etc.) indicating dollar amounts and associated percentages of overall contract awards.