

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FLORIDA PUBLIC SERVICE COMMISSION
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
THE FLORIDA OFFICE OF PUBLIC COUNSEL**

This Memorandum of Understanding (MOU) is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Public Service Commission (PSC), having its principal office at 2540 Shumard Oak Boulevard, Tallahassee, Florida, the Florida Department of Children and Families (DCF), having its principal office at 1317 Winewood Boulevard, Tallahassee, Florida, and the Florida Office of Public Counsel (OPC), having its principal office at 111 West Madison Street, Room 812, Tallahassee, Florida (hereinafter collectively referred to as the parties). Pursuant to Section 364.10(3), Florida Statutes, the parties enter into this MOU to establish the respective duties of the PSC, DCF and OPC with respect to automatic enrollment of eligible customers in the Lifeline Assistance Program (Lifeline or the program).

I. BACKGROUND

WITNESSED:

WHEREAS, certain low-income Florida citizens are in a position to receive reduced charges for telephone service through the Lifeline program; and

WHEREAS, the DCF manages low-income programs that could qualify many DCF clients for participation in the Lifeline program; and

WHEREAS, the PSC and OPC are committed to providing assistance to Florida's low-income telecommunications consumers; and

WHEREAS, the OPC enrolls Florida's low-income consumers in the Lifeline program through an income-based criterion; and

WHEREAS, the DCF, PSC, and OPC wish to adopt procedures to facilitate the automatic enrollment of eligible customers in the Lifeline program

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

II. PURPOSE

The purpose of this MOU is to establish the respective duties of the PSC, DCF, and OPC with respect to automatic enrollment of eligible customers in the Lifeline program pursuant to Section 364.10(3), Florida Statutes.

III. STATEMENT OF WORK

A. Pursuant to Section 364.10(3), Florida Statutes, the DCF and PSC agree:

To work cooperatively to establish a Lifeline automatic enrollment process whereby potential Lifeline customers, once approved for Temporary Cash Assistance, Medicaid, or Food Stamps by DCF, are automatically enrolled by eligible telecommunications carriers in the Lifeline program.

B. DCF agrees:

1. To provide information on Lifeline benefits to each consumer who applies for benefits under any DCF program that would qualify the consumer for the Lifeline program.
2. To electronically forward to the PSC client information of DCF applicants who have been certified eligible for Temporary Cash Assistance (TCA), Medicaid, or Food Stamps, and who have indicated they are interested in receiving a Lifeline discount on their phone service.

C. PSC agrees:

1. To receive electronic files of DCF applicants who have indicated their desire to enroll in the Lifeline program, and sort the list by the applicant's telephone company.
2. To receive information from any state agency that determines that a person is eligible for Lifeline services in order to ensure that the person is automatically enrolled in the Lifeline program with the appropriate eligible telecommunications carrier (ETC).
3. To maintain an electronic database of Lifeline applicants who use the automatic enrollment process.
4. To edit the PSC Lifeline database should an ETC notify the PSC of misdirected applications, customers who are already on Lifeline, or other problems.
5. The PSC further agrees to forward an automatic e-mail informing the appropriate ETC that a Lifeline application is available for retrieval through the PSC's secure database.

- D. OPC agrees:
1. To certify and maintain claims submitted by customers for eligibility under the income-based criterion for Lifeline.
 2. To maintain a toll-free telephone number dedicated to Lifeline service, to answer questions by customers about Lifeline service, and to assist eligible customers to enroll in Lifeline service.
- E. Further, the DCF, PSC and OPC agree:
1. To disseminate Lifeline information to qualified Florida consumers including newsletters, brochures, and public service announcements.
 2. To establish a link on DCF's, PSC's and OPC's respective website Home Pages whereby clients can obtain Lifeline information, including a link to an on-line application.
 3. To educate qualifying Florida consumers about the benefits of Lifeline service and facilitate enrollment of eligible customers.

IV. DESCRIPTION OF THE PROGRAM

- A. Currently, the Lifeline program provides a monthly credit of at least \$13.50 on a qualified residential customer's monthly phone bill for local service.
- B. The eligibility requirements for Lifeline include participation in one or more of the following:

Program-Based Criteria

- Temporary Assistance to Needy Families (TANF)¹
- Food Stamps
- Medicaid
- Low-Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- National School Lunch Free Lunch Program
- Bureau of Indian Affairs programs:
 - Tribal TANF
 - Head Start Subsidy
 - National School Lunch Program

Income-Based Criteria

- 135% of the Federal Poverty Guidelines.²

¹ Also known as Temporary Cash Assistance (TCA) in Florida.

² Income-based Lifeline applications are processed through the Office of Public Counsel.

V. PERIOD OF PERFORMANCE

This MOU shall take effect on the last date of signature by all parties and shall remain in effect until amended in accordance with Section IX of this MOU.

VI. ASSURANCES

Information received from the DCF shall only be used by the PSC in its official capacity to carry out its duties as authorized in this MOU.

VII. CONFIDENTIALITY OF INFORMATION

In accordance with Section 364.107, Florida Statutes, personal identifying information concerning a participant in a telecommunications carrier's Lifeline Assistance Plan under Section 364.10, Florida Statutes, held by the Public Service Commission shall be treated as confidential and exempt from Section 119.07 (1), Florida Statutes, and Article I, section 24(a), of the State Constitution.

VIII. AMENDMENTS AND CHANGES

- A. This MOU incorporates all negotiations, interpretations, and understandings between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion, or addition to the terms set forth in this MOU must be by written Amendment executed by the parties.
- B. No employee of the PSC, DCF or OPC, other than the persons who execute this MOU, or future designees of the PSC, DCF and OPC whose names shall be provided in writing to all parties, shall have authority to amend or otherwise to alter, delete or waive any provisions of this MOU, either expressly or by implication. No advice or assistance that may be rendered by such employees shall relieve either party of any of its responsibilities set forth herein or add to the obligations of either party.

IX. TERMINATIONS, EXTENSIONS, AND AMENDMENTS

- A. Any party may amend this MOU for cause at any time, without prior notice or warning effective immediately upon receipt by other parties of a notice of amendment for cause.
- B. Any party may amend this MOU, without cause, for its convenience, by providing a minimum of thirty (30) days written notice thereof to the other parties.

X. CONTACTS

- A. The PSC designates as its liaison for all issues relating to this MOU, Beth Salak, whose title is Director of Competitive Markets and Enforcement, and who can be contacted by telephone at (850) 413-6408, or by e-mail at Bsalak@psc.state.fl.us and whose address is 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

- B. The DCF designates as its liaison for all issues relating to this MOU, Eileen Schilling, whose title is Program Administrator, and who can be contacted by telephone at (850) 414-5643, or by e-mail at Eileen_Schilling@dcf.state.fl.us and whose address is 1317 Winewood Boulevard, Building 3 Suite 400, Tallahassee, Florida 32399-0700.

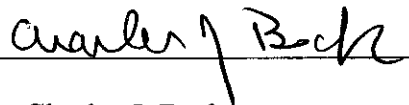
- C. The OPC designates as its liaison for all issues relating to this MOU, Charlie Beck, whose title is Interim Public Counsel, and who can be contacted by telephone at (850) 488-9330, or by e-mail at Beck.Charles@leg.state.fl.us and whose address is 111 West Madison Street, Room 812, Tallahassee, Florida 32399-1400.

IN WITNESS HEREOF, the Public Service Commission, the Department of Children and Families and the Office of Public Counsel agree to the terms and conditions of this MOU as set forth above, the Chairman of the Public Service Commission, being authorized to sign this MOU on behalf the Public Service Commission, the Secretary of the Department of Children and Families, being authorized to sign this MOU on behalf of the Department of Children and Families, and the Interim Public Counsel, being authorized to sign this MOU on behalf of the Office of Public Counsel.

FLORIDA PUBLIC SERVICE COMMISSION

FLORIDA OFFICE OF PUBLIC COUNSEL

By: 

By: 

Name: Lisa Polak Edgar
Title: Chairman

Name: Charles J. Beck
Title: Interim Public Counsel

Date: 9/27/07

Date: 9/27/07

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

By: 

Name: Robert A. Butterworth
Title: Secretary

Date: 9/27/07