COMPUTER MATCHING AGREEMENT

BETWEEN

UTAH DEPARTMENT OF WORKFORCE SERVICES

AND

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY AND THE FEDERAL COMMUNICATIONS COMMISSION

I. INTRODUCTION

This document constitutes an agreement between the Universal Service Administrative Company (USAC), the Federal Communications Commission (FCC or Commission), and the Utah Department of Workforce Services (DWS) (collectively, Parties). The purpose of this Agreement is to improve the efficiency and effectiveness of the Universal Service Fund (USF) Lifeline program, which provides support for discounted broadband and voice services to low-income consumers. Because the Parties intend to share information about individuals who are applying for or currently receive Lifeline benefits in order to verify the individuals' eligibility for the program, the Parties have determined that they must execute a written agreement that complies with the Computer Matching and Privacy Protection Act of 1988 (CMPPA), Public Law 100-503, 102 Stat. 2507 (1988), which was enacted as an amendment to the Privacy Act of 1974 (Privacy Act), 5 U.S.C. § 552a. By agreeing to the terms and conditions of this Agreement, the Parties intend to comply with the requirements of the CMPPA that are codified in subsection (o) of the Privacy Act. 5 U.S.C. § 552a(o). As discussed in section II.B. below, USAC has been designated by the FCC as the permanent federal Administrator of the Universal Service Funds programs, including the Lifeline program that is the subject of this Agreement.

A. Title of Matching Program

The title of this matching program as it will be reported by the FCC and the Office of Management and Budget (OMB) is as follows: "Computer Matching Agreement with Utah Department of Workforce Services".

B. Matching Agencies

1. Source Agency: DWS
2. Recipient Agencies: FCC and USAC

II. Purpose and Legal Authorities

A. Purpose

This Computer Matching Agreement (Agreement) is a part of the FCC's efforts to modernize, improve, and protect the integrity of the Lifeline program, which provides support for discounted broadband and voice services to low-income consumers. In 2016, the FCC required USAC to build a National Lifeline Eligibility Verifier (National Verifier) to speed up and simplify the enrollment process for Lifeline beneficiaries, to reduce administrative costs, and to combat waste, fraud, and abuse in the program. To achieve these goals, the National Verifier conducts automated database queries to determine if a Lifeline applicant or subscriber receives benefits from a federal assistance program that automatically qualify her or him to participate in the Lifeline program. Lifeline qualifying federal programs are: Medicaid, the Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), Federal Public Housing Assistance, Veterans and Survivors Pension Benefits, and several Tribal-specific programs. 47 C.F.R. § 54.409.

This Agreement helps implement the National Verifier by establishing a computer interconnection that will allow USAC and DWS to exchange information about individuals who are applying for or currently receiving Lifeline benefits. USAC will transmit a limited amount of information about such individuals to DWS and DWS will provide an affirmative or negative response regarding the individuals' participation in SNAP and Medicaid. The results of these data exchanges will help USAC determine an individual's Lifeline eligibility.

DWS and USAC agree to use the data exchanged pursuant to this Agreement only for the purpose of verifying an applicant or subscriber's Lifeline eligibility or for any auditing and/or data analysis requirements under the Privacy Act, or other legal authority.

B. Legal Authorities

1. FCC and USAC

The FCC has designated USAC as the permanent Administrator of the federal USF support mechanisms, 47 C.F.R. §§ 54.701-717. Under the FCC's rules and the Memorandum of Understanding between the FCC and USAC, USAC administers each of the USF programs in a manner that is consistent with Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254, Part 54 of the Code of Federal Regulations, orders, written directives, and other instructions promulgated by the FCC or its bureaus and offices and other laws as applicable. Any records USAC creates pursuant to this authority are FCC records. Because the FCC is an agency under the Privacy Act, 5

U.S.C. § 552a(a)(1), records that are part of a "system of records," as that term is defined at 5 U.S.C § 552a(a)(5), are subject to the Act.

USAC may collect and verify eligibility of Lifeline program subscriber data under 47 U.S.C. § 254, 47 C.F.R. Part 54, and *Lifeline and Link Up Reform and Modernization Order et al.*, Third Report and Order, Further Report and Order, and Order on Reconsideration, WC Docket No. 11-42, *et al.*, 31 FCC Rcd 3962 (2016) (Lifeline Modernization Order). The Lifeline Modernization Order requires USAC to create and operate a National Lifeline Eligibility Verifier, under the oversight and supervision of the FCC's Wireline Competition Bureau (WCB) and the Office of the Managing Director (OMD). *Id.* at 4006, para. 126. As part of this effort, the Lifeline Modernization Order directs USAC to work with both federal and state agencies to establish an efficient electronic subscriber certification process, including communications with other databases. *Id.* at 4011-2, paras. 135-7.

2. DWS

DWS may enter into agreements for the exchange of confidential information with federal, state, and local agencies as required or permitted under the provisions of the Code of Federal Regulations, Utah Code, Utah Governmental Records Access and Management Act (GRAMA), the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

GRAMA, U.C.A. § 63G-2-206 permits private or controlled records to be shared with another governmental entity, government-managed corporation or contractor, if it is necessary to the performance of that entity's duties and functions, will be used for a purpose similar to the purpose for which the information in the record was collected, and the public benefit outweighs the individual privacy right that protects the record.

III. JUSTIFICATION AND EXPECTED RESULTS - COST BENEFIT ANALYSIS

A. Justification

In the *Lifeline Modernization Order*, the FCC explained that it was creating the National Verifier "to increase the integrity and improve the performance of the Lifeline program for the benefit of a variety of Lifeline participants, including Lifeline providers, subscribers, states, community-based organizations, USAC, and the Commission." 31 FCC Rcd at 4006, para. 126. As explained below, the National Verifier helps the FCC and USAC use USF resources more efficiently, both by reducing improper Lifeline payments and by delivering Lifeline services at lower administrative costs.

B. Expected Results - Cost-Benefit Analysis

Approximately 8.45 million subscribers participate in the Lifeline program, of which approximately 15,000 subscribers qualified for Lifeline by demonstrating receipt of SNAP or Medicaid benefits provided through DWS. At this time, subscriber eligibility based on SNAP or Medicaid benefits provided through DWS is verified by the National Verifier and through an automated process. This results in annual savings of approximately $10,000 specifically related to the 15,000 subscribers who qualified for Lifeline by demonstrating receipt of SNAP or Medicaid benefits provided through DWS. Given that many other subscribers likely could have used receipt of SNAP or Medicaid benefits as a qualifying criterion rather than another program, this has the potential to create annual savings across the full Lifeline population of up to approximately $30 million per year.

IV. DESCRIPTION OF THE DATA TO BE EXCHANGED

A. Systems of Records and Estimated Number of Records Involved

FCC and USAC

The USAC records shared as part of this Agreement are part of the Lifeline system of records that the FCC has designated as FCC/WCB-1. 82 Fed. Reg. 38686 (Aug. 15, 2017). Routine Use No. 5 of this document supports the disclosures described in this Agreement.

Records Estimate

The estimated number of records is subject to the number of individuals who apply and recertify eligibility for Lifeline program services. Approximately 30,000 new subscribers are vetted through the eligibility process each year. Approximately 19,000 subscribers will be recertified annually.

B. Description of the Match

The match will be based on the following list of data elements: last four digits of the Social Security Number, date of birth, and last name. DWS will match the USAC data elements to its SNAP and Medicaid programs data. There are two scenarios for the DWS match process, which will be returned to USAC as a binary yes/no response. The scenarios are:

1. Positive DWS match – DWS finds a match in its respective system for the USAC data provided.
2. No DWS match – DWS finds no match in its respective system for the USAC data provided.

C. Projected Starting and Completion Dates

As described in greater detail in section XVI, this Agreement will take effect on the later of the date listed in section XVI, or thirty (30) days from the date the matching notice is published in the Federal Register. As the federal agency that directs USAC, the FCC will:

1. Transmit this Agreement to Congress;
2. Provide advance notice to OMB and the appropriate Congressional committees;
3. Publish the matching notice in the Federal Register; and
4. Address public comments that may result from publication in the Federal Register.

V. NOTICE PROCEDURES

The matching notice that the FCC will publish in compliance with subsection (e)(12) of the Privacy Act, 5 U.S.C. § 552a (e)(12), will provide constructive notice of the matching activities described in this agreement. Both the matching notice and the text of this agreement will be available on the FCC's public website. In addition, the system of records notice described above in section IV.A provides constructive notice that personal information in the Lifeline system may be shared for matching purposes.

At the time individuals apply for Lifeline benefits or recertify their Lifeline benefits, the FCC and USAC provide them direct notice (through a Privacy Act notice and other notices provided during the process) that their personal information may be used in a matching program. *See* FCC Form 5629, Lifeline Program Application Form, OMB Control No. 3060-0819 and FCC Form 5630, Lifeline Program Annual Recertification Form, OMB Control No. 3060-0819.

VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. General

The FCC and the USAC will not automatically deny Lifeline services to an applicant or current subscriber because the matching process described in section IV above provides a negative response. Any applicant or subscriber whose application is not approved through an automated match will be notified of such negative result, and will have the opportunity to submit documents to USAC demonstrating her or his eligibility. Staff at the Lifeline Support Center will review these documents and declare an applicant or subscriber eligible to receive Lifeline benefits if the documents verify her or his qualification.

B. Verification Procedures

1. USAC will be responsible for ensuring that USAC data is current and accurate when it is provided to DWS.

2. DWS will be responsible for ensuring that DWS data is current and accurate when it is provided to USAC.

3. USAC may not deny, terminate, or make a final decision of any benefit to an individual or take other adverse action against such individual because of a negative automated matching result until they have given subscribers and applicants the opportunity to demonstrate their Lifeline eligibility.

In the case of a negative matching result, USAC will review the documentation submitted by the applicant or subscriber and will declare that person eligible for Lifeline benefits if the documentation shows that the person qualifies for Lifeline benefits under any of the qualifying criteria listed in 47 C.F.R. § 54.409.

C. Notice and Opportunity to Contest

Before taking any adverse action against an applicant or subscriber whose information has not positively matched with DWS data in the process described in section IV above, USAC will notify the applicant or subscriber of the potential adverse action and give her or him the opportunity to contest it. "Adverse action" means any action resulting in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit.

USAC agrees to provide such notices in writing, and that such notice will:

1. Inform the individual of the match findings and the opportunity to contest these findings;

2. Give the individual an opportunity to submit, within thirty (30) days, to USAC, documentation to contest the findings and proposed actions prior to making a final determination. The time to contest begins on the date on which notice is mailed or otherwise provided to the individual to respond; and

3. Clearly state that, unless the individual responds to the notice in the required time period, USAC will conclude that the automated match results are correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

To enable rapid response and resolution, USAC will provide telephone numbers to applicants and subscribers who want to dispute an unsuccessful match. USAC will respond to these calls when reasonably possible, and when requested, in writing.

VII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS

A. USAC will retain data it receives from the DWS under this Agreement only to the extent required for FCC auditing requirements and will then destroy all such data according to the proper records retention schedule.

B. The DWS will retain data it receives from USAC under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data, and will then destroy all such data.

C. An exception will apply if the information is required for evidentiary reasons, in which case, the information will be destroyed upon completion of the criminal, civil, or administrative actions and cases.

D. Any paper-based documentation used to determine whether a record was matched in the other Party's system and any documentation prepared for, provided to, or used to determine final benefit status will be destroyed by shredding, burning or electronic erasure of the information according to proper records retention schedule. Other identifiable records that may be created by each Party during the investigation will be destroyed as soon as they have served the matching program's purpose under records retention requirements established with the National Archives and Records Administration (NARA) or under state law. Destruction will be by shredding, burning or electronic erasure.

VIII. SECURITY PROCEDURES

USAC and the DWS agree to these information security procedures:

A. Administrative Safeguards

USAC and DWS will comply with the requirements set forth by the Privacy Act (5 U.S.C. § 552a(e)(10), (m), and (o)(1)(G)), the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283), related OMB circulars and memoranda such as Circular A-130, "Managing Federal Information as a Strategic Resource" (July 28, 2016), and NIST directives, including any amendments published after the effective date of this Agreement. These laws, directives, and regulations include requirements for safeguarding federal information systems and personally identifiable information used in business processes, and related reporting requirements. Specifically, FISMA requirements apply to all federal contractors, organizations, or entities that possess or use federal information, or that operate, use, or have access to federal information systems on behalf of an agency.

USAC and DWS will restrict access to the data matched and to any data created by the match to only those authorized employees, contractors and officials who need it to

perform their official duties for the uses of the data authorized in this Agreement. USAC and DWS will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

B. Technical Safeguards

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

2. Systems personnel will have to enter personal identification numbers when accessing data on the agencies' systems. USAC and DWS will strictly limit authorization to these electronic data areas necessary for the authorized user to perform their official duties. All data in transit will be encrypted using algorithms that meet the requirements of the Federal Information Processing Standard (FIPS) Publication 140-2.

3. Authorized system users will be identified by User ID and password, and individually tracked to safeguard against the unauthorized access and use of the system. System logs of all user actions will be saved, tracked and monitored periodically.

4. USAC will transmit data to DWS via encrypted secure file delivery system. For each request, a response will be sent back to USAC to indicate success or failure of transmission.

C. Physical Safeguards

USAC and DWS agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes (passwords or public key infrastructure (PKI)) to restrict access. Those records will be maintained under conditions that restrict access to persons who need them for official duties related to the matching process. The user's supervisor will ensure that USAC or DWS are notified when a user has departed or duties have changed so the user no longer needs access to the system, to ensure timely deletion of the user's account and password.

IX. INCIDENT REPORTING AND NOTIFICATION RESPONSIBILITIES

A. USAC and DWS agree to report and track incidents in accordance with OMB Memorandum No. M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information (PII)," (Jan. 3, 2017). Upon detection of an incident related to this interconnection, the Party experiencing the incident will promptly notify the other Party's System Security Contact(s) named below:

- USAC will promptly notify these contacts at DWS simultaneously:
    - Department of Workforce Services, Information, Security and Facilities Director, Rebecca Anderson, (385) 441-3003, rander@utah.gov.

- The DWS will promptly notify this contact at USAC simultaneously:
    - USAC Privacy Officer, Laurence Schecker, (202) 263-1646.
    - USAC Security Operations Manager, Corey Lutz, (202) 772-4511
    - And email to incident@usac.org.

- As soon as possible after notifying the DWS of an incident, or receiving notification of an incident from DWS, USAC will report the incident to FCC's Network Security Operations Center (NSOC) at NSOC@fcc.gov or (202) 418-4011.

B. If the Party experiencing the incident cannot speak with the other Party's System Security Contacts within one (1) hour, or if contacting the System Security Contact is not practical (e.g., outside of normal business hours), then this contact information shall be used:

- USAC Security Operations Manager, Corey Lutz, (202) 772-4511 and email to incident@usac.org.
- Department of Workforce Services, Information, Security and Facilities Director, Rebecca Anderson, (385) 441-3003, rander@utah.gov.

C. USAC and DWS agree to notify all the Security Contact(s) named in this Agreement as soon as possible, but no later than one (1) hour, after the discovery of a breach (or suspected breach) involving PII. The Party that experienced the incident will also be responsible for following its internal established procedures, including:

- Notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT), the Information Systems Security Officers (ISSOs), and other contacts listed in this document);

- Conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss; and

- Providing such notice and credit monitoring at no cost to the other Party, if the analysis conducted by the Party having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.

D. In the event of any incident arising from or in connection with this Agreement, each Party will be responsible only for costs and/or litigation arising from a breach of the Party's own systems; USAC is responsible only for costs and litigation associated with breaches

to USAC systems and DWS is responsible only for breaches associated with DWS systems.

USAC and the FCC shall not be liable to DWS or to any third person for any cause of action arising from the possession, control, or use by DWS of applicant or subscriber PII, or for any loss, claim, damage or liability, of whatever kind or nature, which may arise from or in connection with this Agreement or using applicant or subscriber PII.

DWS shall not be liable to USAC or to any third person for any cause of action arising from the possession, control, or use by USAC of applicant or subscriber PII, or for any loss, claim, damage or liability, of whatever kind or nature, which may arise from or in connection with this Agreement or using applicant or subscriber PII.

Nothing in this section shall be construed as a waiver of sovereign immunity against suits by third persons.

X. RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

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

A. Absent additional statutory authorization, the records obtained for the administration of this matching program, and under this Agreement, will be used for the purposes stated under this Agreement and for no other purpose. Unless compelled to do so by law or regulation, USAC and DWS will not use the data derivatively, or disclose the data internally or externally, without the written consent of all Parties to this Agreement. Information about "non-matching" individuals will not be used or disclosed by either Party for any purpose outside of this agreement and shall be destroyed or returned to the respective Party. USAC acknowledges that § 35A-4-312(7) of the Utah Code imposes on DWS privacy and confidentiality requirements on information. Penalties, including criminal penalties under § 76-8-1301(4) Utah Code annotated, may be imposed for misuse or improper disclosure of such information.

B. Records obtained for this matching program or created by the match will not be disclosed outside the Party except as may be essential to conduct the matching program, or as may be permissible or required by law. Unless prohibited by operation of law, each Party will obtain the permission of the other Party before making such disclosure.

C. Data or information exchanged will not be duplicated unless essential to the conduct of the matching program (e.g., should the original file become damaged or for back-up contingency purposes) or compelled by law or regulation. All the terms and conditions in this Agreement will apply to any duplication.

D. USAC and DWS will not duplicate or create a separate file comprising information regarding those individuals involved in the specific matching programs except as necessary to monitor the results of the matching program.

E. Each Party will keep an accounting of disclosure from an individual's record as required by 5 U.S.C. § 552a(c) and will make the accounting available upon request by the individual or other Party.

F. USAC and DWS employees, contractors, and agents who access, use, or disclose DWS and/or USAC data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions under applicable federal statutes.

G. The restrictions listed above in this section do not apply to data, information and reports that USAC is required to submit to the FCC to allow the FCC to carry out its oversight duties, including but not limited to, the National Verifier Annual Report required by the *Lifeline Modernization Order*, 31 FCC Rcd. at 4021, para. 160.

XI. RECORDS ACCURACY ASSESSMENTS

USAC and DWS have a high degree of confidence that the information that will be used in this matching program is accurate.

XII. COMPTROLLER GENERAL ACCESS

The Parties authorize the Comptroller General of the United States (the Government Accountability Office), upon request, to have access to all USAC and DWS records necessary to monitor or verify compliance with this matching agreement, in accordance with 5 U.S.C. § 552a(o)(l)(K). This Agreement also authorizes the Comptroller General to inspect any records used in the matching process covered by this matching agreement under 31 U.S.C. § 717 and 5 U.S.C. § 552a(b)(10).

XIII. INSPECTOR GENERAL ACCESS

DWS and USAC authorize the FCC Office of Inspector General to use results from the data match conducted under this matching program for investigation, audits or evaluation matters under the Inspector General Act of 1978, as amended.

XIV. REPORT TO CONGRESS

When the FCC's Data Integrity Board (DIB) has approved this Agreement, FCC will submit copies of it to the appropriate Committees of Congress for review, as required by 5 U.S.C. § 552a(o)(2)(A)(i).

XV. EXPENSES OF EACH PARTY

The Parties agree and acknowledge that DWS offers the matching service described in section IV above without charge to government agencies and other entities engaged in providing services to residents of Utah. Because the Lifeline program is engaged in providing access to telephone and broadband services to residents of Utah, DWS is providing the matching service described in section IV above to USAC without charge.

Each Party will be responsible for all other expenses it may incur in connection with the preparation, negotiation, and execution of this Agreement and performance of the activities described in this Agreement, and no party shall be liable to any other party for such expenses.

This Agreement is not a basis for the transfer of funds. To the extent that future activities conducted under this Agreement would require the obligation of funds and/or reimbursement of one or more of the Parties, a separate agreement would be executed as appropriate.

XVI. DURATION OF AGREEMENT

A. Effective Date of the Agreement

This Agreement shall become effective, and matching may commence, under this Agreement on the later of these dates:

- April 19, 2020, or
- Thirty (30) days after OMB (except in the case of expedited review) and the appropriate Congressional committees have received advance notice of the matching program described in this Agreement, and a subsequent thirty (30) days after a matching notice has been published in the Federal Register, in accordance with 5 U.S.C. § 552a and OMB Circular No. A-108.

The Parties to this Agreement may assume OMB and Congressional concurrence if no comments are received within thirty (30) days of the transmittal letter of the matching notice. The Parties may assume public concurrence if no comment is received within thirty (30) days of the publication of the Notice of Matching Program. This Agreement shall remain in effect for a period not to exceed eighteen (18) months.

B. Renewal of the Agreement

This Agreement may be extended for one twelve (12) month period upon mutual agreement by the Parties, if the renewal occurs within three (3) months of the expiration

date of this Agreement. Renewals are subject to the requirements of the Privacy Act, including certification by the Parties to the responsible DIB that:

- The matching program will be conducted without change, and
- The matching program has been conducted in compliance with the original Agreement under 5 U.S.C. §552a(o)(2)(D).

C. Termination of the Agreement

This Agreement shall terminate when the purpose of the computer match has been accomplished, or after eighteen (18) months from the effective date of the Agreement. This Agreement may also be terminated, nullified, or voided by either USAC or DWS, if:

- Either Party violates the terms of this Agreement; or
- USAC or DWS or their authorized users misuse improperly handle the data provided by the other party; or
- The Parties mutually agree to terminate this Agreement prior to its expiration after 18 moriths; or
- Either Party provides the other with thirty (30) days written notice.

XVII. DATA INTEGRITY BOARD REVIEW/APPROVAL

The FCC's DIB will review and approve this Agreement prior to implementing this matching program. Disapproval by the DIB may be appealed under the in accordance with the procedures set out in 5 U.S.C. § 552a(u)(5). Further, the FCC's DIB will perform an annual review of this matching program. USAC agrees to notify the Chair of the FCC DIB of any changes to or termination of this Agreement.

This Agreement may be modified only by mutual consent of the Parties and approval of the FCC DIB.

XVIII. POINTS OF CONTACT

DWS
Patrick Spencer
Program Specialist
Utah Department of Workforce Services
150 East Center Street
Provo, Utah 84606
Tel: 801-602-4606
Email: pspencer@utah.gov

USAC
Michelle Garber
Vice President, Lifeline
USAC
700 12th Street, NW, Suite 900
Washington, DC 20005
Tel.: 202-772-5251
Email: michelle.garber@usac.org

XIX. APPROVALS AND SIGNATURES

FEDERAL COMMUNICATIONS COMMISSION (FCC)

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

Mark Stephens
Managing Director
FCC

2/3/2020
Date

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC)

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

Michelle Garber
Vice President, Lifeline
USAC

Date 1/14/2020

UTAH DEPARTMENT OF WORKFORCE SERVICES (DWS)

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

Jon Pierpont
Executive Director
Utah Department of Workforce Services

1/9/2020
Date

FCC'S DATA INTEGRITY BOARD

FCC's Data Integrity Board has reviewed this Computer Matching Agreement and has found it to comply with the Privacy Act of 1974, as amended by the Computer Matching Privacy and Protection Act of 1988 (Pub. L. 100-503) and the Computer and Matching and Privacy Protections Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):

Michael Carlson
Chairperson, Data Integrity Board
Federal Communications Commission

2-4-2020
Date