

COMPUTER MATCHING AGREEMENT

BETWEEN

COLORADO GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY

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), and the Colorado Governor's Office of Information Technology (OIT) (collectively, Parties). The purpose of this Agreement is to comply 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; the Federal Information Security Modernization Act of 2014 (FISMA), 44 U.S.C. § 3551, *et seq.*, as amended; related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the federal Government must follow regarding use, treatment, and safeguarding of data; and Office of Management and Budget (OMB) Guidelines pertaining to privacy, information security, and computer matching.

A. Title of Matching Program

The title of this matching program as it will be reported by the FCC and the OMB is as follows: "Federal Telecommunications Benefit Computer Matching Agreement with Colorado Governor's Office of Information Technology."

B. Matching Agencies

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

II. PURPOSE AND LEGAL AUTHORITIES

A. Purpose

The results generated by this Computer Matching Agreement (CMA or Agreement) will serve as one of several data points to verify eligibility of applicants to and subscribers of the federal Emergency Broadband Benefit (EBB) program or other Federal programs that use qualification for Lifeline as an eligibility criterion (collectively, Federal Telecommunications

Benefit (FTB) programs)¹ using the National Lifeline Eligibility Verifier and to further the integrity of the FTB programs. This CMA seeks to ensure that applicants to and subscribers in FTB programs are eligible to receive the FTB benefits provided for by statute.

This will be accomplished by matching specific USAC Data with OIT Medicaid and Supplemental Nutrition Assistance Program (SNAP) data. In doing so, and consistent with the terms of this Agreement, USAC shall transmit the FTB program applicant's personally identifiable information (USAC Data) to OIT, and OIT shall confirm with an affirmative or negative confirmation as to whether the FTB program applicant is currently enrolled in Medicaid or SNAP. USAC and OIT will exchange data using a secured file delivery system and with all matching conducted internally. This process is explained in further detail in section IV.B. of this Agreement.

OIT and USAC agree that the information exchange shall be utilized for the purpose of verifying a qualified assistance recipient as being eligible for the federal FTB programs, and any auditing and/or data analysis requirements under the Privacy Act or other legal authority.

B. Legal Authorities

The CMPPA establishes procedural requirements for agencies to follow when engaging in computer-matching activities.

1. FCC and USAC

The FCC has designated USAC as the Administrator of federal support mechanisms, 47 C.F.R. §§ 54.701-717. Under the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182 (Consolidated Appropriations Act or Act), USAC administers the EBB program consistent with the FCC's rules contained in 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 FTB program subscriber data under the Act and applicable FCC orders, rules and regulations.

2. OIT

OIT is responsible for the oversight and supervision of Medicaid and SNAP pursuant to C.R.S §25-4-104 (Medicaid) and C.R.S §26-2-301 (SNAP). OIT maintains the case records and confidential personally identifiable information (PII) of individual applicants and recipients for Medicaid and SNAP and will not release any information from a recipient's case record beyond the binary yes/no response described in section IV.B. of this Agreement.

¹ Federal Telecommunication Benefit (FTB) programs, as used in this Agreement, does not include Lifeline, which is the subject of a separate computer matching agreement.

III. JUSTIFICATION AND EXPECTED RESULTS - COST BENEFIT ANALYSIS

A. Justification

The FCC has directed USAC to develop and implement the National Lifeline Eligibility Verifier (National Verifier), including the National Lifeline Eligibility Database. The National Verifier will be used to determine eligibility for and enroll eligible individuals into FTB programs. OIT administers Medicaid and SNAP, which are qualifying eligibility programs for FTB programs. The Colorado Department of Health Care Policy and Financing and the Colorado Department of Human Services are Covered Entities under The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and OIT serves as the Business Associate for both agencies (the terms “Covered Entities” and “Business Associate” are used as defined in the implementing HIPAA regulations). OIT will prepare and transmit the respective agency data to USAC.

B. Expected Results - Cost-Benefit Analysis

USAC anticipates that computer matching will verify the eligibility of FTB program subscribers and help prevent ineligible individuals from entering FTB programs. This Agreement and related processes will also reduce administrative costs for processing and provide increased protection for consumer personal information.

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 CMA reside within the FCC’s EBB system of records that the FCC has designated as FCC/WCB-3, as reflected on the FCC’s website - <https://www.fcc.gov/managing-director/privacy-transparency/privacy-act-information#systems>. Routine Use No. 18 supports the FCC’s disclosures under this Agreement.

The FCC will develop and publish, on its website, system of records notices for any additional FTB programs established by statute.

Records Estimate

The estimated number of records is subject to the number of individuals who apply for FTB program services.

B. Description of the Match

The match will be based on the following list of data elements: last four digits of Social Security Number, date of birth and last name or first name. OIT will match the USAC Data

elements to its Medicaid and SNAP data. There are two (2) scenarios for the OIT match process, which will be returned to USAC as a binary yes/no response. OIT will not release any other information from the Medicaid or SNAP recipient's records. The scenarios are:

1. Positive OIT match – OIT finds a match in its respective system for the USAC Data provided.
2. No OIT match – OIT 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, unless provided for otherwise by statute, the Effective Date of this Agreement will be thirty (30) days after the FCC has published notice of the matching program in the Federal Register (FR), provided that the FCC has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108 (Commencement Date). As the federal agency that directs USAC, the FCC shall:

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

V. NOTICE PROCEDURES

The Privacy Act requires Agreements to specify procedures for notifying applicants/recipients at time of registration and other periodic notice as directed by the Data Integrity Board (DIB) of such Party (subject to guidance provided by the Director of OMB) to applicants for and recipients of financial assistance or payments under federal benefit programs.

As previously noted in section IV.A. of this Agreement, the FCC has published a new system of records notice for the EBB system of records as reflected on the FCC's website - <https://www.fcc.gov/managing-director/privacy-transparency/privacy-act-information#systems>. Routine Use No. 18 supports the FCC's disclosures under this Agreement. As described in section IV.C. of this Agreement, the FCC will also publish a Matching Notice in the Federal Register to publicly disclose the establishment of this program. USAC and the FCC will make a copy of this Agreement available to the public upon request and will provide a link to this Agreement on the Privacy Program Page of their respective websites.

VI. VERIFICATION PROCEDURES AND OPPORTUNITY TO CONTEST

A. General

The Parties acknowledge and agree that this matching program is not the sole basis through

which a beneficiary's eligibility for a FTB program may be determined. The Privacy Act requires that each agreement specify procedures for verifying information produced in the matching program as required by 5 U.S.C. § 552a(p). This subsection requires agencies to independently verify the information produced by a matching program and to provide the individual an opportunity to contest the agency's findings before an adverse action is taken against the individual because of the information. Subsequent amendments and regulations allow for an agency to authorize a waiver of independent verification procedures when it finds high confidence in the accuracy of the data. *See* OMB, Final Guidance Interpreting the Provisions of P.L.100-503, the Computer Matching and Privacy Protection Act, 54 Fed. Reg. 25818, 25827-7 (June 19, 1989) (OMB CMPPA Guidance).

B. Verification Procedures

1. USAC will be responsible for ensuring that USAC data is current and accurate when it is provided to OIT.
2. OIT will be responsible for ensuring that OIT data is current and accurate when it is provided to USAC.
3. Authorized users may not deny, terminate, or make a final decision of any benefit to an individual or take other adverse action against such individual solely as the result of the information produced by this matching program until an officer or employee of such Party has independently verified such information.
4. This independent verification includes: (1) comparing automated data with manual files to verify applicant or subscriber identification, and (2) analyzing the confirmed information.
5. Denial of benefits will not be predicated on the result of an initial match between systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the benefit information in OIT systems.

C. Notice and Opportunity to Contest

USAC will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or subscriber to FTB benefits solely based on data disclosed from OIT records until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "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 notices 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 USAC 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 matched data is 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, authorized USAC database users will be provided USAC telephone numbers to call if a dispute occurs. 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 OIT 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. OIT 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 OIT agree to these information security procedures:

A. Administrative Safeguards

USAC and OIT will comply with the existing and future requirements set forth by the Privacy Act (5 U.S.C. § 552a(o)), FISMA, 44 U.S.C. §§ 3551-3559, 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 OIT 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 OIT 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 OIT 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. USAC and OIT 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 140-3.
3. Authorized system users will be identified by User ID and password, and individually tracked to safeguard against the unauthorized access and use of the system. System logs of all user actions will be saved, tracked and monitored periodically.
4. USAC will transmit data to OIT 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 OIT agree to maintain all automated matching records in a secured computer environment that includes the use of authorized access codes to restrict access. Those records will be maintained under conditions that restrict access to persons who need them for official duties related to the matching process. The user's supervisor will ensure that USAC or OIT 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.** FISMA defines “incident” as “an occurrence that (A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.”
- B.** USAC and OIT agree to report and track incidents in accordance with the most current version of Department of Homeland Security and the United States Computer Emergency Readiness Team (US-CERT) guidelines. Upon detection of an incident related to this interconnection, the Party experiencing the incident will promptly notify the other Party’s System Security Contact(s) named below:
- USAC will promptly notify this contact at OIT:
 - Office of Information Security, OIT, ISOC@state.co.us: (303) 764-7760
 - OIT will promptly notify incident@usac.org and the following contacts at USAC simultaneously:
 - USAC Privacy Officer, Larry Schecker: (202) 263-1646
 - USAC Director of Information Security, Corey Lutz: (202) 772-4511
 - As soon as possible after notifying OIT of an incident, or receiving notification of an incident from OIT, USAC will report the incident to the FCC’s Network Security Operations Center (NSOC) at NSOC@fcc.gov or (202) 418-4011 within one (1) hour of notification.
- C.** 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 Director of Information Security, Corey Lutz: (202) 772-4511
 - Office of Information Security, OIT, ISOC@state.co.us: (303) 764-7760
- D.** If either USAC or OIT experiences a loss of PII provided under this Agreement, the Party that experienced the loss incident will also comply with the PII breach reporting and security requirements set forth by OMB M-17-12, “Preparing and Responding to a Breach of Personally Identifiable Information” (January 3, 2017).
- E.** USAC and OIT 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.

F. 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 OIT is responsible only for breaches associated with OIT systems.

USAC and the FCC shall not be liable to OIT or to any third person for any cause of action arising from the possession, control, or use by OIT 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.

OIT 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 OIT 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 to match for the purposes stated under this Agreement, which includes determining eligibility for FTB programs. Unless compelled to do so by law or regulation, USAC and OIT 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.
- B. Records obtained for this matching program or created by the match will not be disclosed outside the Party except as may be essential to conduct the matching program, or as may be permissible or required by law. Each Party will obtain the permission of the other Party before making such disclosure.
- C. Data or information exchanged will not be duplicated unless essential to the conduct of

the matching program (e.g., should the original file become damaged or for back-up contingency purposes) or compelled by law or regulation. All stipulations in this Agreement will apply to any duplication.

- D. If required to disclose these records to Congress, to a federal, state or local agency, or to a government contractor to accomplish the matching program's purpose, each Party will notify the other Party regarding the disclosure request.
- E. USAC and OIT will not duplicate or create a separate file comprising information regarding those individuals involved in the specific matching programs except as necessary to monitor the results of the matching program.
- F. Each Party will keep an accounting of 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.
- 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 *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Third Report and Order, Further Report and Order, and Order on Reconsideration, 31 FCC Rcd 3962, 4021, para. 166 (2016).

XI. RECORDS ACCURACY ASSESSMENTS

USAC and OIT attest that the quality of the specific records to be used in this matching program is assessed to be at least 99 percent 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 OIT records necessary to monitor or verify compliance with this matching Agreement, in accordance with 5 U.S.C. § 552a(o)(1)(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

By agreeing to this Agreement, OIT 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 DIB has approved this Agreement, the 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 OIT offers the matching service described in section IV above without charge to government agencies and other entities engaged in providing services to residents of Colorado. Because the FTB programs are engaged in providing access to broadband services and connected devices, and FTB programs provide other telecommunication programs to residents of Colorado, OIT 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

Unless otherwise provided for by statute, the Effective Date of this Agreement will be thirty (30) days after the FCC has published notice of the matching program in the FR, provided that the FCC has first provided the proposed matching program report to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and (r) and OMB Circular A-108, and upon completion of their advance review period, the FCC has published notice of the matching program in the FR for a thirty (30) day public comment period as required by 5 U.S.C. § 552a(e)(12).

B. 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 without notice from either party (whichever comes first). This Agreement may also be terminated, nullified, or voided by either USAC, the FCC or OIT, if:

- Any Party violates the terms of this Agreement; or
- USAC or OIT or their authorized users misuse or improperly handle the data provided by the other party; or
- The Parties mutually agree to terminate this Agreement prior to its expiration after eighteen (18) months; or

- Any 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 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. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in the OMB CMPPA Guidance.

XVIII. POINTS OF CONTACT

OIT

Laura Calder
Chief Financial Officer
Colorado Governor's Office of Information
Technology
601 E 18th Ave. #180
Denver, CO 80203
Tel.: 303-764-7700
Email: laura.calder@state.co.us

USAC

James Lee
Acting Vice President, Lifeline
USAC
700 12th Street, NW, Suite 900
Washington, DC 20005
Tel.: 202-772-5251
Email: james.lee@usac.org

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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

Date

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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 and Privacy Protection Act of 1988 (Pub. L. 100-503) and the Computer Matching and Privacy Protection Amendments of 1990 (Pub. L. 101-508), 5 U.S.C. § 552a (Privacy Act):

Margaret Drake
Chairperson, Data Integrity Board
FCC

Date

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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.



James Lee
Acting Vice President, Lifeline
USAC

3/26/2021

Date

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COLORADO GOVERNOR’S OFFICE OF INFORMATION TECHNOLOGY (OIT)

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 OIT.

Laura Calder

3/26/2021

Laura Calder
OIT Chief Financial Officer for
Anthony Neal-Graves
Chief Information Officer and Executive Director
Colorado Governor’s Office of Information Technology

Date

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