

COMPUTER MATCHING AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES
CITIZENSHIP AND IMMIGRATION SERVICES (DHS-USCIS)
AND
NEW YORK DEPARTMENT OF LABOR (NY-DOL)

PART I: GENERAL TERMS AND CONDITIONS

A. PARTIES

The parties to this Computer Matching Agreement (Agreement) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS) and the New York State Department of Labor (NY-DOL).

B. TITLE OF MATCHING PROGRAM

The title of this matching program as it will be reported by the Department of Homeland Security and the Office of Management and Budget is as follows: Verification Division DHS-USCIS/New York State Department of Labor (NY-DOL).

C. PURPOSE AND LEGAL AUTHORITY

1. *Purpose*

This Agreement re-establishes the terms and conditions governing NY-DOL's access to, and use of, the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program, which provides immigration status information from federal immigration records to authorized users, and to comply with the Computer Matching and Privacy Protection Act of 1988 (CMPPA).

NY-DOL will use the SAVE Program to verify the immigration status of non-U.S. citizens who apply for federal benefits (Benefit Applicants) under the Unemployment Compensation (UC) benefits program that it administers. NY-DOL will use the information obtained through the SAVE Program to determine whether Benefit Applicants possess the requisite immigration status to be eligible for the UC benefits administered by NY-DOL.

This Agreement describes the respective responsibilities of DHS-USCIS and NY-DOL to verify Benefit Applicants' immigration status while safeguarding against unlawful discrimination and preserving the confidentiality of information received from the other party. The requirements of this Agreement will be carried out by authorized employees and/or contractor personnel of DHS-USCIS and NY-DOL.

2. Legal Authorities

a. Authority to Match Data

The CMPPA, Public Law 100-503, 102 Stat. 2507 (1988), as amended, was enacted as an amendment to the Privacy Act of 1974 (5 U.S.C. § 552a).

The CMPPA applies when computerized comparisons are made of Privacy Act-protected records contained within a federal agency's databases and the records of another organization, for the purpose of establishing or verifying the eligibility of, or continuing compliance with statutory and regulatory requirements by, applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under Federal benefit programs. The CMPPA requires the parties participating in a matching program to execute a written agreement specifying the terms and conditions under which the matching program will be conducted.

DHS-USCIS has determined that the status verification checks to be conducted by the NY-DOL using the SAVE Program is a "matching program" as defined in the CMPPA.

b. Agencies' Authority to Request Immigration Status Information

Section 121 of the Immigration Reform and Control Act (IRCA) of 1986, Public Law 99-603, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), Public Law 104-193, 110 Stat. 2168 (1996), requires DHS to establish a system for the verification of immigration status of noncitizen applicants for, or recipients of, certain types of benefits as specified within IRCA, and to make this system available to state agencies that administer such benefits. Section 121(c) of IRCA amends Section 1137 of the Social Security Act and certain other sections of law that pertain to federal entitlement benefit programs. Section 121(c) requires state agencies administering these programs to use DHS-USCIS's verification system to make eligibility determinations to prevent the issuance of benefits to ineligible non-U.S. citizen applicants. The SAVE Program is the DHS-USCIS system available to the NY-DOL and other covered agencies for use in making these eligibility determinations.

The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Public Law 104-208, 110 Stat. 3009 (1996) grants federal, state, or local government agencies seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency with the authority to request such information from DHS-USCIS for any purpose authorized by law, and to send information related to immigration status to DHS-USCIS, notwithstanding any other provision of law.

NY-DOL will access information contained in SAVE for the purpose of confirming the immigration status of non-U.S. citizen applicants for, or recipients of, benefits it administers to discharge its obligation to conduct such verifications pursuant to Section 1137 of the Social Security Act (42 U.S.C. § 1320b-7(a) *et seq.*), Section 213A of the Immigration and Nationality Act (8 U.S.C. §§ 1183a and 1631), and New York State

(NYS) Unemployment Insurance Law, Article 18, Tile 7, Section 590.

D. JUSTIFICATION AND EXPECTED RESULTS

The parties to this Agreement have determined that this computer matching program is justified because it is the most efficient and expeditious means of obtaining and processing the information needed by NY-DOL to verify the immigration status of Benefit Applicants for, and recipients of, UC benefits. It is expected that this matching program will enable NY-DOL to rapidly confirm the eligibility of Benefit Applicants with proper immigration status, identify those Benefit Applicants who require further checks to confirm proper eligibility status, administer sponsor deeming and agency reimbursement requirements, and to identify and prevent improper payments to those Benefit Applicants whose immigration status does not entitle them to receive UC benefits administered by NY-DOL.

Available alternatives to the use of this computer matching program for verifying immigration status would impose a much greater administrative and processing burden, would result in higher annual administrative costs, and would protract the average case response time. The anticipated savings from the use of SAVE, including administrative costs and savings derived by eliminating fraudulent benefit payments, is \$1,637,693.91 based on historical savings. Using a computer matching program, NY-DOL can process, in an extremely expeditious manner, a higher volume of queries with reduced overall labor demands.

Additionally, because of the rapid response capability provided by this computer matching program, there will be a greater deterrent effect on applicants seeking to fraudulently receive entitlement benefits administered by NY-DOL as compared to a much slower mail-in procedure. One of the major objectives of IRCA, to reduce incentives for undocumented entry and presence in the United States, is furthered by this matching program's deterrent effect. Finally, this system also supports efforts to curb waste, fraud, and abuse within federally-funded entitlement programs.

E. RECORDS DESCRIPTION

1. Records to be matched
 - a. Records accessed by the DHS-USCIS Verification Information System (VIS) database used by SAVE to verify immigration status, which accesses information related to the status of noncitizen, and naturalized, and to the extent they have applied for Certificates of Citizenship, derived U.S. citizens, on whom DHS-USCIS has a record as an applicant, petitioner, sponsor, or beneficiary. See DHS/USCIS-004 Systematic Alien Verification for Entitlements (SAVE) System of Records Notice, 85 Fed. Reg. 31798 (May 27, 2020).
 - b. NY-DOL records pertaining to non-citizen Benefit Applicants for, or

recipients of, UC benefits administered by NY-DOL.

2. Data elements that may be used to automatically or manually match records include

a. Data elements contained within NY-DOL records that may be matched with federal immigration records during automated initial verification or additional verification:

1. Last Name
2. First Name
3. Middle Name
4. Date of Birth
5. One or More Immigration Numbers (for example, Alien Registration/USCIS Number, Arrival-Departure Record I-94 Number, SEVIS ID Number, Certificate of Naturalization Number, Certificate of Citizenship Number, or Unexpired Foreign Passport Number)
6. Other Information from Immigration Documentation (for example, Country of Birth, Date of Entry, Employment Authorization Category)

b. Data elements contained within DHS-USCIS's records to be matched with the NY-DOL data may consist of the following:

1. Last Name
2. First Name
3. Middle Name
4. Date of Birth
5. One or More Immigration Numbers (for example, Alien Registration/USCIS Number, Arrival-Departure Record I-94 Number, SEVIS ID Number, Certificate of Naturalization Number, Certificate of Citizenship Number, or Unexpired Foreign Passport Number)
6. Other Information from Immigration Records (for example, Country of Birth, Date of Entry, Employment Authorization Category)

c. Additional Data elements provided to NY-DOL from DHS-USCIS records related to the match may include:

1. Citizenship or Immigration Data (for example, immigration class of admission and/or employment authorization)
2. Sponsorship Data (for example, name, address, and social security number of Form I-864/I-864EZ sponsors and Form I-864A household members, when applicable)
3. Case Verification Number

3. Number of records

On a monthly basis, approximately 50,242 records from the NY-DOL will be matched using DHS-USCIS's VIS, which accesses more than 400 million records.

4. Duration of the program

This computer-matching program will be valid 18 months from the effective date of this Agreement. If, after 15 months from the effective date of this Agreement, NY-DOL and DHS-USCIS agree to extend the Agreement, while conducting the program without change, they may extend this Agreement for an additional 12 months.

5. Verification Number

SAVE will generate a Verification Number to track each request. This number is not used to match against immigration records.

F. NOTICE PROCEDURES

DHS-USCIS agrees to publish in the Federal Register a notice of this matching program as specified in the CMPPA and the OMB CMPPA implementing guidance, available at 54 Fed. Reg. 25818, 25825-26 (June 19, 1989).

As required by 5 U.S.C. § 552a(o)(1)(D), NY-DOL will provide written notice to Benefit Applicants for and recipients of UC benefits that any information they provide may be subject to verification through SAVE. At the time of the initial application for UC benefits, NY-DOL will inform in writing each Benefit Applicant covered by this Agreement that their immigration status may be verified by matching against federal immigration records and that NY-DOL cannot take any adverse action against the Benefit Applicant to delay, deny, reduce, or terminate the Benefit Applicant's application except as described in Section G of this Agreement. NY-DOL will provide such notice in English and Spanish and include a notification in the major languages of the limited English population of the State indicating how the State will provide information about the notice in other languages.

G. VERIFICATION PROCEDURES

DHS-USCIS, upon receipt of an immigration status verification case from NY-DOL regarding a Benefit Applicant for UC benefits, agrees to provide NY-DOL through SAVE the following information pertaining to the individual: SAVE case verification number, name, date and country of birth, date of entry, and immigration status data. SAVE may also provide information regarding periods of employment authorization and the name, address, and social security number of the Benefit Applicant's sponsor, if any, if requested by NY-DOL. See Section E for details.

DHS-USCIS agrees to provide NY-DOL with instructional materials required for the proper use of SAVE. These instructional materials address the policies and procedures

governing use of the program, including (1) program access, (2) verification procedures, (3) disclosure of information and privacy protections, (4) non-discrimination requirements and (5) records correction procedures for Benefits Applicants. DHS-USCIS agrees to provide NY-DOL with enough of primary verification user codes to assure the effective implementation of this Agreement. DHS-USCIS agrees to provide NY-DOL with the name, address, and telephone number of appropriate points of contact (POC) within DHS-USCIS, or its contractor organization, to answer any questions about the program, including its proper use and billing issues.

NY-DOL agrees to ensure, and report completion of, the proper training of its employees and contractors in the use of SAVE and compliance with all privacy protections and non-discrimination requirements, to ensure that its employees and contractors will complete all verification procedures necessary to determine immigration status before making any adverse determination against a Benefit Applicant for reasons relating to the Benefit Applicant's immigration status, to provide appropriate monitoring of NY-DOL's use of SAVE to protect against misuse and abuse, and to respond in a timely manner to possible misuse of the program.

To initiate a SAVE case, NY-DOL agrees to provide the alien registration number, I-94 number, or other immigration identifier or document of each benefit applicant whose immigration status must be verified to determine eligibility for UC benefits administered by NY-DOL. If SAVE cannot determine an individual's records, requires additional information to provide an accurate response, or provides NY-DOL with information that does not match the status claimed by the individual, NY-DOL agrees that it will conduct additional verification through SAVE, including providing the individual an opportunity to address any mismatch or non-match by correcting his or her records with DHS-USCIS pursuant to Section M of this Agreement before making any adverse determination as a result of information produced by this matching program. To conduct these additional verification steps, NY-DOL agrees to provide SAVE with scanned documents and other electronically submitted information required for manual additional verification. NY-DOL consents to electronic-only submission of all verification requests and additional information, including all information submitted for SAVE additional verification (formerly submitted on paper Forms G-845 and G-845 Supplement). SAVE will reject non-electronic (such as paper or fax) verification requests and information submissions. This additional information will help ensure that SAVE is able to check all relevant federal immigration files to provide NY-DOL accurate immigration status information.

NY-DOL agrees that the information provided by SAVE pursuant to this Agreement will be used solely for the purposes stated in this Agreement. NY-DOL also agrees that this information will not be disclosed to any other individuals or entities for any other purpose, except as authorized or required by Federal and State law and will notify DHS-USCIS if it discloses this information for these purposes.

1. Safeguards regarding the Use and Disclosure of Immigration Status Information

Both parties to this Agreement shall adhere to privacy protections regarding the use and disclosure of personally identifiable information (PII) pertaining to Benefit Applicants who are lawful permanent residents (LPRs) and U.S. citizens, as set forth in the Privacy Act of 1974.

NY-DOL agrees to use SAVE in a manner that protects the Benefit Applicant's privacy to the maximum degree possible.

NY-DOL also agrees to comply with any additional requirements imposed by other applicable federal benefit program regulations, including but not limited to, those setting forth standards for the safeguarding, maintenance, and disposition of information received under this Agreement.

NY-DOL agrees not to delay, deny, reduce, or terminate any Benefit Applicant's UC benefits for reasons relating to the Benefit Applicant's Immigration status as a result of information produced by this matching program unless (1) all verification prompts have been followed, and (2) the Benefit Applicant has been afforded the opportunity to correct any adverse or discrepant information provided by SAVE as described in Section G of this Agreement.

DHS-USCIS reserves the right to use or share information it receives from NY-DOL for any purpose permitted by law, including but not limited to supporting the prosecution of violations of federal criminal law.

DHS-USCIS may terminate this Agreement without prior notice if: (1) required by law or policy, (2) there is a breach of system integrity or security, or (3) NY-DOL fails to comply with this Agreement, SAVE rules, guidance and procedures, or other legal requirements.

NY-DOL agrees to immediately notify DHS-USCIS within 24 hours whenever there is cause to believe an information breach has occurred. For the purposes of this Agreement, "breach" is the same as defined in OMB Memorandum M-17-12. It includes "the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose".

DHS-USCIS agrees to immediately notify NY-DOL within 24 hours whenever there is cause to believe an information breach has occurred and the information affected by the breach includes information that NY-DOL provided to DHS-USCIS or information pertaining to Benefit Applicants. The response to a breach of NY-DOL information shall be determined jointly by DHS-USCIS and NY-DOL to include at a minimum the immediate notification of DHS United States Computer Emergency Readiness Team (US-CERT), the USCIS Office of Privacy, and the USCIS Service Desk.

2. Non-Discrimination

Any action required or permitted under this Agreement shall be conducted in a manner that does not discriminate against an individual based upon his or her national origin, race, color, sex, religion, or disability in accordance with Section 121 (c) of the Immigration Reform and Control Act of 1986, Section 705 of the Homeland Security Act of 2002; Section 504 of the Rehabilitation Act of 1973, and agency implementing regulations at 6 C.F.R Part 15. In accordance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and related agency implementing regulations and guidance, DHS-USCIS and NY-DOL will provide reasonable modifications to individuals with disabilities to ensure effective communication.

In fulfilling their obligations under this Agreement, DHS-USCIS and NY-DOL will consider the requirements of Executive Order 13,166 (“Improving Access to Services for Persons with Limited English Proficiency,” 65 Fed. Reg. 50,121 (Aug. 16, 2000)), to take reasonable steps to provide limited English proficiency (LEP) persons interacting with their respective agency with meaningful access to federally conducted programs and activities, including services and benefits, in accordance with LEP guidance set forth by DHS-USCIS, the U.S. Department of Justice and NY-DOL’s federal administrative oversight agency.

3. Records Relating to United States Citizens

Nothing in this Agreement authorizes NY-DOL to use the DHS-USCIS system for the purpose of verifying the status of any individual claiming U.S. citizenship by birth. If, however, DHS-USCIS receives a request for a verification of a NY-DOL applicant who is an LPR, other immigrant or nonimmigrant, or a naturalized or derived U.S. citizen, the request may be referred to DHS-USCIS for additional verification procedures. All safeguards and protections provided by the Privacy Act, CMPPA, Judicial Redress Act (JRA) of 2015, and this Agreement regarding the use, disclosure, and security of DHS-USCIS records apply to DHS-USCIS records regarding U.S. citizens, LPRs, and certain designated foreign nationals. U.S. citizens and LPRs covered by Privacy Act of 1974 and those covered persons covered by the JRA are provided with privacy protections and legal redress (for example, access and amendment) required by law. With respect to persons who are not covered by the Privacy Act or JRA, Department of Homeland Security, by policy, will still analyze official sharing requests under the Fair Information Practice Principles. However, for those individuals, no privacy rights or benefits, substantive or procedural, are intended, or should be construed, to be created by this Computer Matching Agreement, and are not enforceable at law against the United States, its agencies, officers, or employees.

H. DISPOSITION OF MATCHED ITEMS

Records created by SAVE to verify immigration status or employment authorization are stored and retained in the VIS Repository for ten (10) years from the date of the completion of the verification process unless the records are part of an on-going investigation in which case they may be retained until completion of the investigation. Copies of immigration documents submitted electronically to DHS in response to a request for additional verification will be maintained until the completion of the verification process. Electronic records are retained for ten years in accordance with the relevant National Archives and Records Administration records control schedule, N1-566-08-007.

I. SECURITY PROCEDURES

1. Security Measures

DHS-USCIS agrees to safeguard information it receives from NY-DOL in connection with status verification inquiries in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a), IRCA, other applicable statutes, and the requirements of this Agreement between the parties.

DHS-USCIS agrees to safeguard the information provided by NY-DOL in accordance with DHS-USCIS disclosure standards and to provide the name of DHS-USCIS's program inspector responsible for compliance with these standards. Individuals who wish to obtain copies of records pertaining to themselves resulting from queries submitted to SAVE may do so by following the Freedom of Information Act and Privacy Act procedures that can be found at www.uscis.gov.

The DHS-USCIS's data facility where NY-DOL and DHS-USCIS information is stored complies with requirements of the Department of Homeland Security, National Security Systems Policy Directive 4300B. It is a secure facility accessed only by authorized individuals with properly coded key cards, authorized door keys, or access authorization. There is a security guard force on duty 24 hours a day, 7 days a week. The building is protected against unauthorized access, unauthorized use of equipment, or removal of storage media and listings. Employees at the facility have undergone background checks in order to be granted clearance and are provided access badges.

NY-DOL agrees to safeguard information it receives from DHS-USCIS under the verification process in accordance with the requirements of the Privacy Act (5 U.S.C. § 552a(e)(10)), and applicable federal and state entitlement benefit program record retention, disclosure, and disposal requirements NY-DOL will dispose of the records in accordance with its entitlement benefit program record retention schedule. If no schedule exists, NY-DOL agrees to destroy the record upon adjudication of the benefit.

NY-DOL also agrees to limit access to information to those individuals responsible for the verification of the noncitizen's immigration status or who require access to the information to perform necessary support functions. NY-DOL agrees to restrict further dissemination

of the information unless required in connection with state or the federal entitlement program or law enforcement responsibilities.

NY-DOL has taken measures to secure information received from DHS-USCIS for purposes of the matching program in accordance with applicable State and Federal entitlement program rules procedures. NY-DOL's offices are located in secure buildings, and access to premises is by official identification. All records are stored in secure facilities that are maintained by NY-DOL or a government contractor, which are locked during non-duty hours. Records are stored in cabinets or machines, which are also locked during duty and non-duty office hours. Access to automated records is controlled by user identification and passwords.

The computer security systems used by both DHS-USCIS and NY-DOL offer a high degree of resistance to tampering and circumvention. Multiple levels of security are maintained within their computer system control programs. Both security systems limit access to authorized personnel strictly on a "need-to-know" basis and control an individual user's ability to access and alter records within the system. All users are given a unique ID and interactions with the system are recorded.

2. Monitoring and Compliance

As the agency sharing its data, DHS-USCIS reserves the right to make onsite inspections to monitor and review all records and documents related to the use, abuse, misuses, fraudulent use, or improper use of SAVE by NY-DOL, and for the purposes of auditing compliance, if necessary, during the lifetime of this Agreement or during any extension of this Agreement.

Furthermore, DHS-USCIS may conduct desk audits and/or site visits to review NY-DOL's compliance with this Agreement and all other SAVE related policy, procedures, guidance, and laws applicable to conducting verification and to safeguarding, maintaining, and disclosing any data provided or received pursuant to this Agreement.

DHS-USCIS may perform audits of NY-DOL's SAVE User IDs use and access, SAVE training records, SAVE financial records, system profiles, and usage patterns and other relevant data.

DHS-USCIS may interview all NY-DOL's SAVE system users and all contractors or other personnel within NY-DOL regarding any and all questions or problems that may arise in connection with NY-DOL participation in SAVE.

DHS-USCIS may monitor system access and usage and assist NY-DOL as necessary to ensure compliance with the terms of this Agreement and SAVE requirements by its authorized agents or designees.

NY-DOL will take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including, but not limited to,

those of DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions, and safeguards of this Agreement, SAVE procedures or other applicable laws, regulations, or policy.

DHS-Office for Civil Rights and Civil Liberties may conduct reviews under its authority pursuant to 6 U.S.C. § 345 (a)(3) to ascertain compliance with this agreement's above-referenced civil rights authorities.

J. RECORDS USE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

The parties agree to comply with the data maintenance and disclosure control requirements specified within Part I of this Agreement. The NY-DOL agrees not to duplicate or re-disclose any records received from DHS-USCIS pursuant to this matching Agreement, except when it is required by law or is essential to the conduct of the matching program, that is, it is necessary to verify the immigration status of noncitizen's applicants for, and recipients of, UC benefits administered by NY-DOL (including follow-up actions). Additionally, if the matching program uncovers evidence of fraudulent claims or the use of fraudulent immigration documents, or unlawful discrimination or other misuse of SAVE, DHS may re-disclose the records if essential to the conduct of the matching program and as otherwise permitted by routine uses found in the DHS/USCIS-004 Systematic Alien Verification for Entitlements SORN, or as otherwise required by law.

K. RECORDS ACCURACY ASSESSMENT

DHS-USCIS currently estimates that information within its VIS database is 90–95% accurate in reflecting immigration status but continues to undertake various actions to further improve the quality of the VIS database. In addition, in cases in which status is not confirmed through VIS, or when the status information provided by VIS does not match an individual's claimed status, additional verification procedures are used, which allows DHS-USCIS to check all necessary indices and files before providing NY-DOL with immigration status information through additional manual verification. This process includes procedures for DHS-USCIS to correct any errors detected in the immigration status information.

L. COMPTROLLER GENERAL ACCESS

The GAO (Comptroller General) may have access to all the matching records of NY-DOL that the Comptroller General deems necessary to verify compliance with this Agreement.

M. NOTICE AND OPPORTUNITY TO CONTEST

The NY-DOL may not suspend, terminate, reduce, or make a final denial of UC programs eligibility of a Benefit Applicant covered by this Agreement based on that Benefit Applicant's immigration status, or take other adverse action against such individual as a result of information produced by this matching program until:

1. NY-DOL independently verifies the information, or
2. The Benefit Applicant receives a notice from NY-DOL containing a statement of its findings and informing the individual of the opportunity to contest such findings, including how to address any mismatch or non-match by correcting records with DHS-USCIS; and
 - a. the expiration of any period established for the UC benefits by statute or regulation for the Benefit Applicant to respond to that notice; or
 - b. in the case of a UC benefits for which no such period is established, the end of the 30-day period beginning on the date on which notice is mailed or otherwise provided to the individual.

NY-DOL will provide such notice in English and Spanish and include a notification in the major languages of the limited English population of the State indicating how the State will provide information about the notice in other languages.

N. COMPENSATION

NY-DOL shall pay DHS-USCIS SAVE transaction charges in accordance with the terms of the initial and each subsequent annual Anticipated Collections Addendum and arrange the obligations, processes and methods related to the payment of required fees to DHS-USCIS and/or its authorized agents.

The SAVE transaction charges are found on the SAVE website and, along with methods of payment are subject to change upon prior written notification to the NY-DOL.

O. EFFECTIVE DATE

This Agreement will be effective 40 days after a report concerning the computer matching program has been transmitted to the Office of Management and Budget (OMB) and transmitted to Congress along with a copy of the Agreement, or 30 days after publication of a computer matching notice in the Federal Register, whichever is later. This re-established Agreement (and matching activity) will continue for 18 months from the effective date, unless within three (3) months before the expiration of this Agreement, the Data Integrity Board approves a one-year extension pursuant to 5 U.S.C. § 552a(o)(2)(D).

P. RIGHTS AND REMEDIES

This Agreement is for the benefit of NY-DOL and DHS-USCIS only. Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party, including Benefit Applicants, against either party. Nonetheless, nothing in this Agreement limits any right or benefit, substantive or procedural, that a third party, including Benefit Applicants, may have under applicable federal, state or local law.

Q. SIGNATURES

The undersigned are officials of DHS-USCIS and the NY-DOL who are authorized to represent their Agencies for purposes of this Agreement.

Jonathan M. Mills
Chief, SAVE Program
Verification Division
U.S. Citizenship and Immigration Services
U.S. Department of Homeland Security

Scott Melvin
Chief of Staff
New York State
Department of Labor

Date: _____

Date: _____

**Q. DEPARTMENT OF HOMELAND SECURITY
DATA INTEGRITY BOARD APPROVAL**

Approved _____
Lynn Parker Dupree
Chief Privacy Officer
Chairperson of the Data Integrity Board
U.S. Department of Homeland Security

Date _____

“Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and the New York State Department of Labor (NY-DOL)”