

COMPUTER MATCHING AGREEMENT
BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY (DHS)
AND THE
SOCIAL SECURITY ADMINISTRATION

Match # 1010

I. Parties

The parties to this Computer Matching Agreement (Agreement) are the Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (DHS-USCIS) and U.S. Immigration and Customs Enforcement (DHS-ICE) and the Social Security Administration (SSA).

II. Purpose

This Agreement sets forth the terms, conditions, and safeguards under which DHS will disclose information to SSA in order to identify aliens who leave the United States voluntarily and aliens who are removed from the United States.¹ These aliens may be subject to suspension of payments or nonpayment of benefits or both, and recovery of overpayments. SSA will use DHS data to determine if suspension of payments, nonpayment of benefits, and/or recovery of overpayments, is applicable.

III. Legal Authority

This Agreement is executed under the Privacy Act of 1974, 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988, Public Law (Pub. L.) 100-503, 102 Stat. 2507 (1988), as amended, and the Computer Matching and Privacy Protection Amendments of 1990, and the regulations and guidance promulgated thereunder.

The CMPPA applies when computerized comparisons of Privacy Act-protected records contained within a Federal agency's databases and the records of another organization are made in order to determine an individual's eligibility to receive a Federal benefit. 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.

Legal authorities for the disclosures under this Agreement are 42 U.S.C. §§ 402(n), 1382(f), 1382c(a)(1), and 1383(e)(1)(B) and (f), and 8 U.S.C. §§ 1611 and 1612. Section 1631(e)(1)(B) of the Social Security Act (Act) (42 U.S.C. § 1383(e)(1)(B))

¹ This agreement does not apply to removals of individuals based on participation in Nazi persecutions under the No Social Security for Nazis Act, Pub. L. 113-270, to which different standards and procedures apply.

requires SSA to verify declarations of applicants for and recipients of Supplemental Security Income (SSI) payments before making a determination of eligibility or payment amount. Section 1631(f) of the Act (42 U.S.C. § 1383(f)) requires Federal agencies to provide SSA with information necessary to verify SSI eligibility or benefit amounts or to verify other information related to these determinations.

Section 202(n)(1) of the Act (42 U.S.C. § 402(n)) requires the Secretary of Homeland Security to notify the Commissioner of Social Security when certain individuals are removed from the United States under sections 212(a)(6)(A) and 237(a) of the Immigration and Nationality Act (INA) (8 U.S.C. §§ 1182(a)(6)(A) or 1227(a)).

A. Aliens Who Leave the United States, without regard to immigration proceedings.

Resident aliens eligible for SSI may receive payments for any month in which they reside in the United States. For purposes of SSI, the United States means, geographically, the 50 States, the District of Columbia, and the Northern Mariana Islands. 20 C.F.R. § 416.1603(c). Under section 1611(f) of the Act, an individual is ineligible for SSI benefits for any month during all of which he or she is outside the United States.² 42 U.S.C. § 1382(f) and 20 C.F.R. § 416.1327. Section 1611(f) of the Act further states that if an individual is absent from the United States for 30 consecutive days, SSA will treat the individual as remaining outside the United States until he or she has been in the United States for a period of 30 consecutive days.

B. Aliens Who are Removed, Voluntarily Depart, or Voluntarily Return to Their Home Country from the United States

The Social Security Protection Act of 2004, Pub. L. No. 108-203, amended the Act to expand the number of individuals who are subject to nonpayment of Social Security benefits. Thus, section 202(n)(1)(A) of the Act (42 U.S.C. § 402(n)(1)(A)) prohibits payment of retirement or disability insurance benefits to number holders (NH) who have been removed from the United States on certain grounds specified under section 237(a) or section 212(a)(6)(A) of the INA (8 U.S.C. §§ 1182(a)(6)(A), 1227(a)). SSA will not pay monthly retirement or disability benefits to such NHs for the month after the month in which the Secretary of Homeland Security notifies SSA of the NH's removal or before the month in which the NH is subsequently lawfully admitted to the United States for permanent residence.

Section 202(n)(1)(B) of the Act (42 U.S.C. § 402(n)(1)(B)) prohibits payment of auxiliary or survivors benefits to certain individuals who are entitled to such benefits on the record of a NH who has been removed from the United States on

² The Act provides for limited exceptions to the general rule. *See, e.g.*, 42 U.S.C. § 1382(f)(1) (providing an exception for United States citizen children living with a parent who is a member of the military assigned to permanent duty outside the United States).

certain grounds as specified in the above paragraph. Nonpayment of benefits is applicable for any month such auxiliary or survivor beneficiary is not a citizen of the United States and is outside the United States for any part of the month. Benefits cannot be initiated (or resumed) to such auxiliary or survivor beneficiaries who are otherwise subject to nonpayment under these provisions until the removed NH has been subsequently lawfully admitted for permanent residence to the United States.

In addition, certain individuals may be subject to suspension of their SSI payments under section 1614(a)(1)(B)(i) of the Act (42 U.S.C. § 1382c(a)(1)(B)(i)), which provides, in part, that an SSI recipient must be a resident of the United States. Further, if an SSI recipient is not a United States citizen, 8 U.S.C. §§ 1611 and 1612 provide that an alien who is not a qualified alien within the statutory definitions applicable to those sections is ineligible for SSI benefits, and an alien who is a qualified alien may have limited eligibility.

IV. Definitions

- A. “Alien” means any person not a citizen or national of the United States, as defined in section 101(a)(3) of the INA (8 U.S.C. § 1101(a)(3)).
- B. The “Benefit Information System” (BIS) is the system of records that includes the Computer Linked Application Information Management System (CLAIMS 3), a DHS system that contains information on aliens who have applied for “Advance Parole” or permission to re-enter the country in the event they elect to leave the United States.
- C. “EID” means the Enforcement Integrated Database, a DHS system that contains information on aliens whom DHS removes from the United States.
- D. “NH” means the number holder or the owner of the Social Security number (SSN).
- E. “Removed” means, for purposes of this agreement, confirmed movement of an inadmissible or deportable alien out of the United States based on the compulsory execution of the alien's order under 8 U.S.C. § 1231(a) (section 241(a) of INA) in effect before April 1997, or under 8 U.S.C. §§ 1227(a) or 1182(a)(6)(A) (section 237(a) or section 212(a)(6)(A) of the INA) in effect as of April 1997. For example, an alien is considered “removed” after verification of the alien's departure followed issuance of a final order of removal. An alien who is removed has administrative or criminal consequences placed on subsequent reentry owing to the fact of the removal. Ineligibility to remain in the United States is based on grounds of inadmissibility (INA § 212) or deportability (INA § 237).

- F. “Resident Alien” means an alien who is a resident of the United States and meets the definition of “qualified alien,” as defined under 8 U.S.C. § 1641.
- G. “RSDI” means Retirement, Survivor and Disability Insurance Program. Beneficiaries, survivors, and auxiliaries may receive benefits under RSDI under Title II of the Act.
- H. “SSI” means the Supplemental Security Income Program. SSI is the Federal program established under Title XVI of the Act to provide benefits to aged, blind, and disabled individuals with income and resources below levels established under that Title.
- I. “VIS” means the Verification Information System. VIS is a composite information system incorporating data from various federal immigration databases. The Systematic Alien Verification for Entitlements (SAVE) program uses VIS to verify current immigration status of certain individuals.

V. **Responsibilities of the Parties**

A. DHS

1. DHS will disclose information to SSA to identify those resident aliens who may be ineligible for SSI benefits because they have been or plan to be outside the United States for 30 consecutive days during the benefit period.
2. DHS will disclose information to SSA of those NHs whom DHS has removed from the United States on certain grounds specified under the INA and, thus, may be subject to nonpayment of their Social Security retirement benefits and Social Security disability benefits, suspension of their SSI payments, and recovery of overpayments.
3. USCIS’ Service Center Operations Directorate provides the data file described in paragraph 1 above, and ICE’s Office of Enforcement and Removal Operations provides the data file described in paragraph 2 above. Both are the responsible components for DHS.
4. Customs and Border Protection (CBP), while not a party to this agreement, provides SSA online query access that SSA uses to obtain departure information concerning claimants and recipients under Title XVI of the Act. The CBP data allows SSA to verify that identified aliens have left the United States. A Memorandum of Agreement between CBP and SSA addresses this information exchange.

B. SSA

1. SSA will use the data file provided by DHS (identified in paragraph IV.A.1. above) to identify resident aliens who are SSI recipients and who have left or plan to leave the United States for any period of 30 consecutive days, and thus, may be subject to suspension of their SSI payments and recovery of overpayments.
2. SSA will use the data file provided by DHS (identified in paragraph IV.A.2. above) to identify NHs whom DHS has removed from the United States on certain grounds specified under the INA and, based on the data file and other information, will make a determination regarding payment because such individuals may be subject to nonpayment of their Social Security retirement benefits, Social Security disability benefits, or both (and under certain conditions the benefits of their dependents or survivors), suspension of their SSI payments, and recovery of overpayments.
3. The Office of Privacy and Disclosure is the responsible component for the matching activity. The Office of Income Security Programs is the responsible component for alien policy questions for voluntary absences from the United States and removals involving SSI recipients. The Office of International Programs is the responsible component for alien policy questions for removals involving Retirement, Survivors and Disability Insurance (RSDI) claimants and recipients.
4. SSA will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register.

VI. **Justification and Anticipated Results**

A. Justification

Data exchange under this Agreement is necessary for SSA to determine eligibility for Federal benefits for aliens who have left the United States voluntarily or been removed from the United States. SSA and DHS have determined that computer matching is the most efficient, economical, and comprehensive method of collecting, comparing, and transferring this information. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

1. Aliens Who Leave the United States Voluntarily

Savings will result from the development of alerts generated by this matching

program by suspending SSI benefits for, or recovering overpayments from, resident aliens ineligible for SSI payments because SSA has verified their absence from the United States for a calendar month or a period of 30 or more consecutive days. SSA expects to save \$162,386 annually (from retroactive overpayments and suspension of monthly payments) from this portion of the match.

2. Aliens Who are Removed from the United States

Savings will result from this matching program because this matching program will also identify NHs whom DHS has removed from the United States on certain grounds specified under the INA and, thus, may be subject to nonpayment of their Social Security retirement benefits or Social Security disability benefits, or both (and under certain conditions the benefits of their dependents or survivors), suspension of their SSI payments, and recovery of overpayments. Based on prior efforts, using the conservative assumption that recovery of retroactive overpayments from individuals removed from the country might be highly unlikely, we did not include an estimate of retroactive overpayments recovered in removal cases in the calculation of benefits. SSA expects to save \$1,765,656 annually from this portion of the match for RSDI benefits of individuals subject to the nonpayment of Social Security retirement benefits, or Social Security disability benefits, or both (and under certain conditions the benefits of their dependents or survivors).

3. Matching Agreement Benefits and Costs

This matching program benefits the United States Treasury and the RSDI trust funds through the correction and recovery of overpayments and the prevention of future overpayments.

For Title II (RSDI), the benefits are \$1,765,656 with costs of \$16,633 resulting in a benefit-to-cost ratio of 106.2 to 1.

For Title XVI (SSI), the benefits are \$162,386 with costs of \$93,236 resulting in a benefit-to-cost ratio of 1.74 to 1.

Overall, the total benefits of this matching operation are \$1,928,042 with costs of \$109,869 resulting in a benefit-to-cost ratio of 17.5 to 1.

VII. Description of Matched Records

A. Systems of Records

1. Aliens Who Leave the United States Voluntarily (SSI)

DHS will disclose to SSA information from the Benefits Information System (BIS), which includes records covered by the following USCIS system of records, DHS/USCIS-007, 81 Fed. Reg. 72069 (October 19, 2016), to the extent those records pertain to individuals under the Privacy Act or covered persons under the Judicial Redress Act of 2015, 5 U.S.C. 552a, note. DHS will electronically format the BIS data for transmission to SSA. BIS data is comprised of data collected from USCIS immigration systems. USCIS data used to accomplish this Agreement currently comes from the CLAIMS 3 database.

SSA will match the DHS information with SSA's systems of records: Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System), 60-0058, last fully published on December 29, 2010 (75 Fed. Reg. 82121), and amended on July 5, 2013 (78 Fed. Reg. 40542), February 13, 2014 (79 Fed. Reg. 8780), July 3, 2018 (83 Fed. Reg. 31250-51), and November 1, 2018 (83 Fed. Reg. 54969).

In addition, SSA will match the DHS information with the Supplemental Security Income Record and Special Veterans Benefits (SSR), 60-0103, last fully published on January 11, 2006 (71 Fed. Reg. 1830), and amended on December 10, 2007 (72 Fed. Reg. 69723), July 3, 2018 (83 Fed. Reg. 31250-51), and November 1, 2018 (83 Fed. Reg. 54969).

2. Aliens Who are Removed from the United States (RSDI and SSI)

DHS will retrieve information on removed aliens from the DHS/ICE database known as the EID and electronically format it for transmission to SSA, and as covered by the following DHS/ICE system of records, DHS/ICE-011 – Criminal Arrest Records and Immigration Enforcement Records (CARIER), 81 Fed. Reg. 72080 (October 19, 2016), to the extent that those records pertain to individuals under the Privacy Act or covered persons under the Judicial Redress Act of 2015, 5 U.S.C. 552a, note.

The SSA systems of records used in the match are the Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System), 60-0058, last fully published on December 29, 2010 (75 Fed. Reg. 82121), and amended on July 5, 2013 (78 Fed. Reg. 40542), February 13, 2014 (79 Fed. Reg. 8780), July 3, 2018 (83 Fed. Reg. 31250-51), and November 1, 2018 (83 Fed. Reg. 54969).

The Supplemental Security Income Record and Special Veterans Benefits (SSR), 60-0103, last fully published on January 11, 2006 (71 Fed. Reg. 1830), and amended on December 10, 2007 (72 Fed. Reg. 69723), July 3, 2018 (83 Fed. Reg. 31250-51), and November 1, 2018 (83 Fed. Reg. 54969).

The Master Beneficiary Record (MBR), 60-0090, last fully published on January 11, 2006 (71 Fed. Reg. 1826), and amended on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), July 3, 2018 (83 Fed. Reg. 31250-51), and November 1, 2018 (83 Fed. Reg. 54969).

The Prisoner Update Processing System (PUPS), 60-0269, last fully published on March 8, 1999 (64 Fed. Reg. 11076), and amended on December 10, 2007 (72 Fed. Reg. 69723), July 5, 2013 (78 Fed. Reg. 40542), and November 1, 2018 (83 Fed. Reg. 54969).

The Unverified Prisoner System (UPS) is a subsystem of PUPS. UPS users perform a manual search of fallout cases where the Enumeration and Verification System is unable to locate an SSN for an alien who has been removed.

3. Under a separate and existing Interagency Agreement (IAA) between SSA and DHS, SSA has automated access to the DHS Systematic Alien Verification for Entitlements (SAVE) program, DHS-USCIS-004, 81 Fed. Reg. 78619 (November 8, 2016) that utilizes the Verification Information System (VIS) to confirm naturalized and derived citizenship and immigration status. SSA will use the automated access to the SAVE program to verify current immigration status of aliens where the immediate EID match or any future claims activity indicate that an alien has been removed. The parties do not consider this verification as a separate match subject to the provisions of the CMPPA; the parties will conduct such verifications in compliance with the terms of the aforementioned IAA.

B. Specified Data Elements

1. Aliens Who Leave the United States Voluntarily

The data elements furnished by the DHS/USCIS's BIS System are the alien's name, SSN, date of birth (DOB), Alien Registration Number ("A" number), date of departure, and expected length of stay. To verify the SSN, SSA will match BIS data against the names, DOB, and SSNs in SSA's Enumeration System. SSA will store and match verified SSNs against the same elements in the SSR files.

2. Aliens Who Are Removed From the United States

The data elements furnished from DHS/ICE's EID system are the individual's name and alias (if any), SSN (if available), DOB, country of birth, country to which removed, date of removal, the final removal charge code, and DHS Alien Registration Number ("A" number).

To verify the SSN, SSA will match EID data against records in its Enumeration System. SSA matches the verified SSNs against the existing MBR and SSR records to locate removals (and their dependents or survivors, if any) who have already claimed and are currently receiving RSDI or SSI benefits, or both. SSA will retain the data verified through this matching program on the MBR and SSR, to be associated with future claims activity.

C. Records Relating to U.S. Citizens and Lawful Permanent Residents

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 records apply to records regarding U.S. citizens, lawful permanent residents (LPR), and certain designated foreign nationals. U.S. citizens and LPRs covered by the Privacy Act of 1974 and those persons covered by the JRA are provided with privacy protections and legal redress (e.g., access and amendment) required by law. With respect to persons who are not covered by the Privacy Act or JRA, DHS, by policy, will still analyze official sharing requests under the Fair Information Practice Principles. With respect to persons who are not covered by the Privacy Act or JRA, SSA will comply with its privacy regulations at 20 CFR Part 401, as applicable. However, for those individuals, no privacy rights or benefits, substantive or procedural, is intended, or should be construed, to be created by this Agreement, and are not enforceable at law against the United States, its agencies, officers, or employees.

D. Number of Records Involved

1. Aliens Who Leave the United States Voluntarily

The electronic files DHS provides to SSA will annually contain approximately 85,000 records of aliens who have left or plan to leave the United States voluntarily for matching against 11 million records on the SSR.

2. Aliens Who are Removed from the United States

The electronic files DHS provides to SSA will annually contain an estimated 400,000 records of removed aliens for matching against an estimated 78 million active records on the MBR and 11 million records on the SSR.

E. Frequency of Matching

DHS will transmit data to SSA via an encrypted monthly batch process.

VIII. Accuracy Assessment

The SSA Enumeration System used for SSN matching is 100 percent accurate based on SSA's Office of Analytics, Review, and Oversight (FY 2018 Enumeration Accuracy Review Report, April 2019).

SSA does not have an accuracy assessment specific to the data elements listed in this Agreement. However, SSA conducts periodic, statistically valid, stewardship (payment accuracy) reviews, in which the benefits or payments listed in this Agreement are included as items available for review and correction. SSA quality reviewers interview the selected OASDI and SSI beneficiaries/recipients and redevelop the non-medical factors of eligibility to determine whether the payment was correct. Based on the available study results, we have a reasonable assurance that SSA's accuracy assumptions of a 95 percent confidence level for the monthly benefits or payments listed in this Agreement. (Fiscal Year 2016 Title II Payment Accuracy Report, August 2017; Fiscal Year 2016 Title XVI Payment Accuracy Report, August 2017).

DHS-USCIS currently estimates that information within its CLAIMS 3 database is 90-95 percent accurate in reflecting immigration status, but continues to undertake various actions to further improve the quality of the CLAIMS 3 database. In addition, per standard operating procedures, USCIS adjudication officers conducting the queries may consult the USCIS Central Index System for additional information to correct errors. This process includes procedures for DHS-USCIS to correct any errors detected in the CLAIMS 3 immigration status information.

ICE currently estimates that removal information recorded in the EID is 99 percent accurate. ICE continues to undertake various actions, such as maximizing automation, to further improve the quality of data submitted to the EID database and thus minimize human error that can occur during manual data entry. ICE law enforcement personnel conduct biometric validation and submit record checks against multiple systems, in addition to comprehensive interviews, to ensure that a subject's identity is properly captured as part of the enforcement lifecycle.

IX. Procedures for Individualized Notice

A. Applicants

SSA will provide direct notice, in writing, to all applicants at the time of application for SSI or RSDI benefits that SSA will match their records against those of other agencies to verify their eligibility or payment amount.

B. Beneficiaries

SSA will provide similar periodic notices to all SSI and RSDI benefit recipients at least once during the life of the match. SSA provides periodic notification in a variety of ways, such as computer matching notification included in the annual Cost of Living Adjustment notices to SSI recipients.

SSA will also publish specific notices of this matching program in the Federal Register, in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

X. **Verification Procedure and Opportunity to Contest**

A. Verification Procedures

SSA will take no adverse action regarding individuals identified through the matching process solely based on information that SSA obtains from the match. SSA will contact the beneficiary or recipient to verify discrepant information obtained through the matching results in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

In RSDI and SSI cases where discrepant information is produced by the matching process, SSA will verify status through the SAVE program. SSA will request or conduct further investigation if the SAVE program response and the removal report generated as part of this match are inconsistent with respect to the NH's current immigration status or if there is some other indication that the removal report is incorrect or does not apply to the NH. In cases on which the SAVE program response or other information immediately available to SSA is sufficient to establish that suspension of RSDI or SSI benefits under the removal provisions is not warranted, benefits will continue without further development.

In both RSDI and SSI cases, the affected individual will have an opportunity to contest the accuracy of the information provided by DHS. SSA will consider the information provided as accurate if the affected individual does not protest within 30 days of receiving notice of the proposed adverse action. SSI recipients who file an appeal within 10 days of receiving the notice will automatically receive payment continuation. SSA will advise the individual that failure to respond within the appropriate timeframes will provide a valid basis for SSA to assume that the information DHS provided is correct.

B. Opportunity to Contest

Before taking any adverse action based on the information received from the match, SSA will provide all individuals for whom SSA decides such adverse action is necessary with the following information:

1. SSA has received information from DHS pertaining to the alien's voluntary absence or removal from the United States that indicates specified adverse action is necessary.
2. SSA will provide the specific information that indicates the necessity for adverse action to the individual receiving Title XVI SSI payments or Title II RSDI benefits and the effective date of any adjustment or overpayment that may result.
3. The individual has 30 days from the date of the notice to contact SSA and contest the adverse decision. SSI recipients who file an appeal within 10 days of receiving the notice will automatically receive payment continuation.
4. Unless the individual notifies SSA within the time period specified, SSA will conclude that the data provided by DHS is correct and will make the necessary adjustment to the individual's RSDI or SSI benefits.

XI. Procedures for Retention and Timely Destruction of Identifiable Records

SSA will retain the electronic files received from DHS only for the period of time required for any processing related to the matching program and then will destroy all such data by electronic purging, unless SSA or DHS is required to retain the information in order to meet evidentiary requirements.

SSA may retain information verified as a result of this match in the individual's file folders in order to meet evidentiary requirements. In case of such retention for evidentiary purposes, SSA will retire the retained data in accordance with the applicable Federal Records Retention Schedule (44 U.S.C. § 3303a) N1-047-05-001 (applicable sections based on the type of claim). SSA will not create permanent files or separate systems comprised solely of the data provided by DHS. DHS may retain one copy of the information provided to SSA as its record of disclosure in accordance with the disclosure accounting and retention requirements of the Privacy Act, as amended, 5 U.S.C. § 552a(c)(1) and (2).

Under applicable legal retention requirements for records pertaining to aliens who are removed from the United States in accordance with the INA, SSA will retain the identifiable records verified through this matching program (i.e., records that were generated due to a match of the DHS and SSA records and verified as required under this Agreement) on the MBR and SSR unless SSA deletes them because:

1. It is established that the DHS/SSA data match was incorrect and the NH on the SSA record is not the same person as the individual reported by DHS to have been removed; or
2. Documentation is submitted to establish that the NH was lawfully admitted to the United States for permanent residence subsequent to the removal.

XII. Records Usage, Duplication, and Redislosure Restrictions

SSA will adhere to the following limitations on the use, duplication, and redislosure of the electronic files and data that DHS provides to SSA:

- A. SSA will use and access the data DHS provides only for the purposes described in this Agreement.
- B. SSA will not use the data to extract information concerning individuals therein for any purpose not specified by this Agreement.
- C. SSA will not duplicate or disseminate the files DHS provides, within or outside SSA, without the written permission of DHS, except as required by Federal law. Prior to making such redislosure, SSA will give notice to DHS and obtain approval of DHS's Data Integrity Board (DIB). DHS will not give such permission unless the law requires disclosure, or if the disclosure is essential to the matching program. For such permission, SSA must specify in writing which data it requests be duplicated or disseminated and to whom, the reasons that justify such duplication or dissemination, and identify the statutory authority requiring redislosure, or explain how the redislosure meets the "essential" standard established under the Privacy Act and interpreted in OMB guidance.

XIII. Security Procedures

SSA and DHS will comply with the requirements of 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 Information as a Strategic Resource* (July 28, 2016), and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable 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 (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this Agreement.

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. Both agencies are responsible for oversight and compliance of their contractors and agents.

A. Breach Reporting

If SSA or DHS suspects or confirms a breach, as defined by OMB M-17-12, the agency experiencing an incident involving the loss or breach of PII provided by SSA or DHS under the terms of this Agreement, they will follow the breach reporting guidelines issued by OMB and agency policy. In the event of a reportable breach under OMB guidance involving PII, the agency experiencing the breach is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, the agency's privacy office). In addition, the agency experiencing the breach (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this Agreement. If DHS is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), DHS will call SSA's National Network Service Center toll free at 1-877-697-4889. SSA must also notify the ICE Secure Operations Center (SOC) at soc@ice.dhs.gov and the USCIS Service Desk (1-888-220-5228) within one hour.

B. Breach Notification

SSA and DHS will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and DHS will restrict access to the data matched and to any data created by the match to only those users (e.g., employees, contractors) who need it to perform their official duties in connection with the uses of the data authorized in this Agreement. Further, SSA and DHS will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and DHS will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and DHS will establish appropriate safeguards for such data, as determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and DHS will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and DHS will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policies and Procedures

SSA and DHS will adopt policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this Agreement. SSA and DHS will comply with these policies and procedures, as well as any subsequent revisions.

G. Security Assessments

NIST Special Publication 800-37, as revised, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this Agreement.

XIV. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all SSA and DHS data it deems necessary, in order to monitor or verify compliance with this Agreement, including those contained and covered by an SSA and DHS system of records disclosure pursuant to 5 U.S.C. § 552a(b)(10).

XV. Reimbursement

The parties agree that DHS will not charge SSA for any services performed or data provided under this agreement. Therefore, there will be no exchange of federal funds

between the parties to this agreement.

XVI. 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, age, or disability in accordance with Section 705 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 345); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701, et seq.); and related agency implementing regulations, 6 CFR Part 15 and 45 CFR Part 85.

In fulfilling their obligations under Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency” (Aug. 11, 2000)), SSA and DHS will take reasonable steps to provide limited English proficient (LEP) persons with meaningful access to federally conducted programs and activities, including services and benefits. Meaningful access includes providing timely language assistance services to ensure effective communication with LEP persons and providing language services that are sufficient to provide the same level of access to services received by persons who are not LEP. Language assistance services may be oral and/or written, and must be provided at no charge to the individual. Vital documents, including notices relating to consent, verification of status, and contesting status determinations should be translated.

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, and related agency implementing regulations, SSA and DHS will provide accommodations to individuals with disabilities to ensure effective communication, including providing qualified sign language interpreters, providing accessible electronic and information technology, and producing notices and publications in alternate formats, at no charge to the individual. Persons with disabilities who may require accommodation and provision of alternative communication methods to ensure effective communication include persons who are deaf or hard of hearing, persons with vision impairments, and persons with psychiatric and/or developmental disabilities.

XVII. Duration and Modification of Agreement

A. Effective Date

The effective date of this Agreement is January 19, 2020, provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration

This Agreement will be in effect for a period of 18 months.

C. Renewal

The DIBs of DHS and SSA may, within 3 months prior to the expiration of this Agreement, renew this Agreement for a period not to exceed 12 months if DHS and SSA can certify to their DIBs that:

1. The matching program will be conducted without change; and
2. DHS and SSA have conducted the matching program in compliance with the original Agreement.

If either agency does not want to continue this program, it must notify the other agency of its intention not to continue at least 90 days before the end of the period of Agreement.

D. Modification

The parties may modify this Agreement at any time by a written modification, agreed to by both parties, and approved by the DIB of each agency.

E. Termination

The parties may terminate this Agreement at any time with the consent of both parties. Either party may unilaterally terminate this Agreement upon written notice to the other party, in which case the termination will be effective 90 days after the date of such notice or at a later date specified in the notice.

XVIII. Persons to Contact

A. Department of Homeland Security Contacts:

Matching Program Issues - ICE

Tadgh Smith

Deputy Assistant Director Law Enforcement Systems and Analysis
Enforcement and Removal Operations

United States Immigration and Customs Enforcement (ICE)

Department of Homeland Security

Potomac Center North (PCN)

500 12th Street, SW

Washington, DC 20024

Telephone: (202) 732-3917

Email: Tadgh.Smith@dhs.gov

Systems Security Issues

Shane M. Barney
Chief, Information Security Division
Chief Information Security Officer
Office: (202)-272-9842
Mobile: (202)-304-2743
Email: Shane.Barney@uscis.dhs.gov

Systems Issues—USCIS

Dawn Stephens
C3 Program Manager
Benefits Branch, Systems Delivery Division
DHS/USCIS/OITOIT
Mobile: (402) 650-5541
Email: Dawn.M.Stephens@uscis.dhs.gov

OCDO – USCIS

Courtney A Winship
Acting Chief, Data Management Division
Office of the Chief Data Officer
U.S Citizenship & Immigration Services
Office: 202-272-1273
Mobile: 202-420-0908
Email: Courtney.a.winship@uscis.dhs.gov

DHS Privacy Office POC

Scott Mathews
Acting Senior Director of Information Sharing, Security and Safeguarding
The Privacy Office
Department of Homeland Security
Washington, DC 20528
Telephone: (202) 343-1717
Email: Scott.Mathews@hq.dhs.gov

ICE Privacy Office POC

Jordan Holz
Deputy Privacy Officer
Office of Information Governance and Privacy
United States Immigration and Customs Enforcement
Department of Homeland Security
500 12th Street, SW
Mail Stop 5004
Washington, DC 20536
Telephone: (202) 732-4373
Email: Jordan.Holz@ice.dhs.gov

USCIS Privacy Office POC

Donald K. Hawkins
Privacy Officer
United States Citizenship and Immigration Services
Department of Homeland Security
20 Massachusetts Avenue, NW, 5th Floor
Washington, DC 20529
Telephone: (202) 272-8030
Fax: (202) 272-8115
Email: Donald.K.Hawkins@uscis.dhs.gov

B. Social Security Administration Contacts:**Agreement and Computer Matching Issues**

Norma J. Followell
Supervisory Team Lead
Office of Privacy and Disclosure
Office of the General Counsel
Social Security Administration
6401 Security Boulevard, 401- WHR
Baltimore, MD 21235
Telephone: (410) 965-0806
Email: Norma.Followell@ssa.gov

Systems Security Contact

Jennifer Rutz
Director
Division of Compliance and Oversight
Office of Information Security
Office of Systems
Suite 3383 Perimeter East Building
6201 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-0266
Email: Jennifer.Rutz@ssa.gov

Systems Operations Issues

Jennifer Cullinane, Branch Chief
DBIA/Data Exchange and Verification Branch of IT Programmatic Business Support
Office of IT Programmatic Business Support
Office of Systems
3-F-3 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-8044
Fax: (410) 966-3147
Email: Jennifer.Cullinane@ssa.gov

Project Coordinator

Rona Demb
Office of Data Exchange
Office of Data Exchange, Policy Publications and International Negotiations
4-B-9-F Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 965-7567
Email: Rona.Demb@ssa.gov

SSA Policy and Program Issues**Aliens Leaving the United States Voluntarily**

Michael Bittinger, Program Analyst
Office of Income Security Programs/OAESP
Social Security Administration
2500 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-0457
Fax: (410) 597-0146
Email: Michael.Bittinger@ssa.gov

Aliens Removed (Who Leave Involuntarily) from the United States

Phyllis Mathers, International Policy Analyst
Office of Income Security Programs
Social Security Administration
2500 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235

Telephone: (410) 965-3549
Fax: (410) 966-5366
Email: Phyllis.Mathers@ssa.gov

XIX. Integration Clause

This Agreement constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all other data matching between the parties that pertain to the disclosure of the specified identification of resident alien data made between DHS and SSA for the purposes described herein. DHS and SSA have made no representations, warranties, or promises outside of this Agreement. This Agreement takes precedence over any other documents that may be in conflict with it.

XX. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION

Mary Ann Zimmerman
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date _____

Matthew D. Ramsey
Chair, Data Integrity Board
Social Security Administration

Date _____

DEPARTMENT OF HOMELAND SECURITY

Larry DeNayer
Deputy Chief Information Officer
U.S. Citizenship and Immigration Services

Date_____

Matthew Graviss
Chief Data Officer
U.S. Citizenship and Immigration Services

Date_____

DEPARTMENT OF HOMELAND SECURITY

Enrique M. Lucero
Acting Deputy Executive Associate Director
Enforcement and Removal Operations
U.S. Immigration and Customs Enforcement

Date_____

DEPARTMENT OF HOMELAND SECURITY

Jonathan Cantor
Acting Chief Privacy and Freedom of Information Act Officer
Department of Homeland Security
Data Integrity Board Chair

Date _____