

COMPUTER MATCHING AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES
CITIZENSHIP AND IMMIGRATION SERVICES (DHS-USCIS)
AND
TEXAS WORKFORCE COMMISSION (TWC)
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 Texas Workforce Commission (TWC)

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/TWC.

C. PURPOSE AND LEGAL AUTHORITY

1. *Purpose*

The purpose of this Agreement is to re-establish the terms and conditions governing TWC'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.

TWC will use the SAVE Program to verify the immigration status of non U.S. citizens who apply for federal benefits (Benefit Applicants) under Unemployment Compensation (UC) benefits that it administers pursuant to Texas state law as part of the Unemployment Trust Fund, established in section 904 of the federal Social Security Act (42 U.S.C. § 1104), and in accordance with section 3304 of the Internal Revenue Code (26 U.S.C. § 3304). TWC 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 TWC.

This Agreement describes the respective responsibilities of DHS-USCIS and TWC 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 TWC.

This Agreement is for the benefit of TWC 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.

2. Legal Authorities

a. Authority to Match Data

The Computer Matching and Privacy Protection Act of 1988 (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 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.

DHS-USCIS has determined that the status verification checks to be conducted by the TWC 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 alien 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 in order to prevent the issuance of benefits to ineligible alien applicants. The SAVE Program is the DHS-USCIS system available to the TWC 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.

TWC will access information contained in the SAVE Program for the purpose of confirming the immigration status of alien 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.*) and Texas Labor Code 207.043.

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 TWC to verify the immigration status of Benefit Applicants for, and recipients of, UC benefits. It is expected that this matching program will enable TWC 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, and to identify and prevent improper payments to those Benefit Applicants whose immigration status does not entitle them to receive UC benefits administered by TWC.

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 query response time. The anticipated savings to be derived from the use of the SAVE Program, including administrative costs and savings derived by eliminating fraudulent benefit payments, is \$58,367,084 based on historical savings. Using a computer-matching program, TWC is able to 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, this program will have a greater deterrent effect on applicants seeking to fraudulently receive entitlement benefits administered by TWC 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 the SAVE Program to verify immigration status, which accesses information related to the status of aliens, 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, 81 Fed. Reg. 78619 (Nov. 8, 2016).

- b. TWC records pertaining to non-citizen Benefit Applicants for, or recipients of, UC benefits administered by TWC.
2. Data elements that may be used to automatically or manually match records include
- a. Data elements contained within TWC records that may be matched with federal immigration records during automated initial verification or additional verification:
 - 1. Alien Registration Number (also referred to as USCIS Number)
 - 2. I-94 Number
 - 3. Last Name
 - 4. First Name
 - 5. Middle Name
 - 6. Date of Birth
 - 7. Nationality
 - 8. U.S. Social Security number
 - b. Data elements contained within DHS-USCIS's records to be matched with the TWC data may consist of the following:
 - 1. Alien Registration Number
 - 2. Last Name
 - 3. First Name
 - 4. Middle Name
 - 5. Date of Birth
 - 6. Country of Birth (not nationality)
 - 7. U.S. Social Security number (if available)
 - 8. Date of Entry
 - 9. Immigration Status Data
 - 10. Sponsorship Data
 - c. Data elements contained within DHS-USCIS's records to be provided to TWC may consist of the following:
 - 1. Alien Registration Number
 - 2. Last Name
 - 3. First Name
 - 4. Middle Name
 - 5. Date of Birth
 - 6. Country of Birth (not nationality)
 - 7. Date of Entry
 - 8. Additional biographical data
 - 9. Immigration Status Data

10. Employment Eligibility Data

3. Number of records

On a monthly basis, approximately 73,474 records from the TWC 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, before the expiration date of this Agreement, TWC 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

The SAVE Program 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 Office of Management and Budget (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), TWC will provide written notice to Benefit Applicants for and recipients of UC benefits that any information they provide may be subject to verification through the DHS-USCIS SAVE Program. At the time of the initial application for UC benefits, TWC 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 TWC 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.

G. VERIFICATION PROCEDURES

DHS-USCIS, upon receipt of an immigration status query from TWC regarding a Benefit Applicant for UC benefits, agrees to provide TWC through the SAVE Program the following information pertaining to the individual: SAVE Program verification number, name, date and country of birth, date of entry, and immigration status data. The SAVE Program 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 TWC. See Section E for details.

DHS-USCIS agrees to provide TWC with instructional materials required for the proper

use of the SAVE Program. 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, and (4) non-discrimination requirements. DHS-USCIS agrees to provide TWC with a sufficient number of primary verification user codes to assure the effective implementation of this Agreement. DHS-USCIS agrees to provide TWC 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.

TWC agrees to ensure, and report the completion of, the proper training of its employees and contractors in the use of the SAVE program, 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 TWC's use of the SAVE program to protect against misuse and abuse, and to respond in a timely manner to possible misuse of the program.

To initiate a SAVE program query, TWC 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 in order to determine eligibility for UC benefits administered by TWC. If the SAVE Program cannot determine an individual's records, requires additional information to provide an accurate response, or provides TWC with information that does not match the status claimed by the individual, TWC agrees that it will conduct additional verification through the SAVE program, including providing the individual an opportunity to address any mismatch or non-match by correcting his or her records with DHS-USCIS before making any adverse determination as a result of information produced by this matching program. To conduct these additional verification steps, TWC agrees to provide the SAVE Program with an electronically completed Document Verification Form G-845 with scanned and uploaded versions of the Benefit Applicant's immigration document(s). This additional information will help ensure that the SAVE Program is able to check all relevant federal immigration files to provide TWC accurate immigration status information. Submission of paper documentation by mail as an attachment to Form G-845 is no longer a submission option, unless SAVE expressly requests submission in that format.

TWC agrees that the information provided by the SAVE Program pursuant to this Agreement will be used solely for the purposes stated in this Agreement. TWC 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.

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.

TWC agrees to use the SAVE Program in a manner that protects the Benefit Applicant's privacy to the maximum degree possible.

TWC 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.

TWC 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 the SAVE Program as described in Section G of this Agreement.

DHS-USCIS reserves the right to use or share information it receives from TWC 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) TWC fails to comply with this Agreement, SAVE Program rules and procedures, or other legal requirements.

TWC 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 TWC within 24 hours whenever there is cause to believe an information breach has occurred and the information affected by the breach includes information that TWC provided to DHS-USCIS or information pertaining to Benefit Applicants. The response to a breach of TWC information shall be determined jointly by DHS-USCIS and TWC 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

DHS-USCIS and TWC agree that this Agreement will be implemented and administered in a manner that does not unlawfully discriminate against Benefit Applicants on any protected basis, including 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, agency implementing regulations at 6 C.F.R. Part 15, and Texas Labor Code 207.043.

3. Records Relating to United States Citizens

Nothing in this Agreement authorizes TWC 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 TWC 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 (e.g., 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, is 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 the SAVE Program 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 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 TWC 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 TWC in accordance with DHS-USCIS disclosure standards and to provide the name of DHS-USCIS's program inspector responsible for compliance with these standards. DHS USCIS agrees to use the National Information Exchange (NIEM) protocol as the data exchange protocol when and if TWC can accept messages using this protocol. Individuals who wish to obtain copies of records pertaining to themselves resulting from queries submitted to the SAVE Program 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 TWC 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.

TWC 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. TWC will dispose of the records in accordance with its entitlement benefit program record retention schedule. If no schedule exists, TWC agrees to destroy the record upon adjudication of the benefit.

TWC also agrees to limit access to information to those individuals responsible for the verification of the alien's immigration status or who require access to the information to perform necessary support functions. TWC agrees to restrict further dissemination of the information unless required in connection with state or the federal entitlement program or law enforcement responsibilities.

TWC 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. TWC'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 TWC 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 TWC 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 TWC, and for the purposes of auditing compliance, if necessary, during the lifetime of this Agreement or during any extension of this Agreement.

Furthermore, SAVE Monitoring and Compliance may conduct mandatory compliance calls, desk audits and/or site visits to review TWC’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.

SAVE Monitoring and Compliance may perform mandatory audits of TWC’s SAVE User IDs use and access, agency user contact information, SAVE training records, SAVE financial records, system profiles, verifications process, and usage patterns and other relevant data.

SAVE Monitoring and Compliance may perform audits of TWC’s SAVE User IDs use and access, SAVE training records, SAVE financial records, system profiles, and usage patterns and other relevant data.

SAVE Monitoring and Compliance may interview any and all of TWC’s SAVE system users and any and all contractors or other personnel within TWC regarding any and all questions or problems that may arise in connection with TWC’s participation in SAVE.

SAVE Monitoring and Compliance may monitor system access and usage and assist TWC as necessary to ensure compliance with the terms of this Agreement and the SAVE Program requirements by its authorized agents or designees.

TWC will take corrective measures in a timely manner to address all lawful requirements and recommendations on every written report provided to the agency including, but not limited to, those of SAVE Monitoring and Compliance 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 Program procedures or other applicable laws, regulations, or policy.

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 TWC 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, i.e., it is necessary to verify the immigration status of alien applicants for, and recipients of, UC benefits administered by TWC (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 the SAVE program, DHS may re-disclose the records if essential to the conduct of the matching program and as otherwise permitted by routine use G of the DHS/USCIS-004 Systematic Alien Verification for Entitlements SORN to conduct law enforcement investigations or prosecutions, or as otherwise required by law.

K. RECORDS ACCURACY ASSESSMENT

DHS-USCIS currently estimates that information within its VIS is 90–95% accurate in reflecting immigration status, but continues to undertake various actions to further improve the quality of information accessed by VIS. 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 TWC 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 of the matching records of TWC that the Comptroller General deems necessary to verify compliance with this Agreement.

M. NOTICE AND OPPORTUNITY TO CONTEST

The TWC may not suspend, terminate, reduce, or make a final denial of UC benefits 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. TWC independently verifies the information, or
2. The Benefit Applicant receives a notice from TWC containing a statement of its findings and informing the individual of the opportunity to contest such findings; and

- a. the expiration of any time 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.

N. COMPENSATION

TWC shall pay the standard billing rates in accordance with the terms of the 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 current standard billing rates are attached. The standard billing rates and methods of payment are subject to change upon prior written notification to the TWC.

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. SIGNATURES

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

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

Edward Serna
Deputy Director
Texas Workforce Commission

Date: _____

Date: _____

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

Approved _____

Date _____

Jonathan Cantor
Acting Chief Privacy Officer and
Chairperson of the Data Integrity Board
U.S. Department of Homeland Security

“Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and the Texas Workforce Commission (TWC)”