

COMPUTER MATCHING AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES
CITIZENSHIP AND IMMIGRATION SERVICES (DHS-USCIS)
AND
THE 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 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 benefits (Benefit Applicants) under the Unemployment Compensation (UC) benefits that it administers. Under federal law, immigrant workers must be in particular immigration categories to qualify for UC benefits. 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.

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 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 noncitizen applicants. The SAVE Program is the DHS-USCIS system available to the TWC and other covered agencies for use in making these eligibility determinations.

Section 642(a) of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Public Law 104-208, 110 Stat. 3009 (1996) (8 U.S.C. § 1373(a)) 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 to the SAVE Program for the purpose of confirming the immigration status of noncitizen 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 \$59,897,193 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. The SAVE Program uses records in the DHS-USCIS Verification Information System (VIS) database to verify immigration status; it contains information related to the status of noncitizens, naturalized citizens, 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) Systems of Records Notice, 77 FR 47415 (August 8, 2012).
- b. TWC records pertaining to noncitizen 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 7,653 records from the TWC will be matched against federal immigration records that consist of more than 300 million records.

4. Duration of the program

Eighteen months from the effective date of this Agreement.

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 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 his or her 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 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 electronic description of the applicant's immigration document or a copy of the applicant's documentation and a completed Document Verification Form G-845. Alternatively, TWC may scan the Benefit Applicant's immigration document and upload it to DHS-USCIS rather than submit a paper Form G-845 with an attached copy of the document. 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.

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

Although the Privacy Act applies only to lawful permanent residents (LPRs) and U.S. citizens, pursuant to the Department of Homeland Security's (DHS) Privacy Policy Guidance Memorandum 2007-1, to the extent practicable, privacy protections afforded to U.S. citizens and LPRs are afforded to non-LPRs and noncitizens.

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 this section of the 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-07-16. It includes loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information covered in this Agreement, whether physical or electronic.

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.

Nothing in this CMA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees.

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 race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), religion, disability, or age, and in a manner that does not retaliate against applicants for asserting their right to fair treatment and as is consistent with the rights of individuals under federal and State law, and implementing regulations, including, as applicable, Title VI of the Civil Rights Act of

1964 (42 U.S.C. § 2000d *et seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), Title II of the Americans with Disabilities Act (42 U.S.C. § 12115 *et seq.*), the Homeland Security Act of 2002, as amended (6 U.S.C. §§ 111(b)(1)(G), 345), and Texas Labor Code Chapter 21.

Consistent with the requirements of federal and State law, including Title VI of the Civil Rights Act of 1964, Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency” (Aug. 11, 2000)) and Texas Labor Code Chapter 21, DHS-USCIS and TWC will take reasonable steps to provide meaningful access to persons with limited English proficiency who are engaging in these processes. Similarly, consistent with the requirements of federal and State law, including, as applicable, Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Texas Labor Code Chapter 21 DHS-USCIS and TWC will provide accommodations to individuals with disabilities to ensure effective communication related to these processes.

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, and this Agreement regarding the use, disclosure, and security of DHS-USCIS records apply to DHS-USCIS records regarding U.S. citizens at least to the same extent as to the DHS-USCIS records relating to LPR noncitizens and other immigration statuses.

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 in paper form or electronically as an attachment to the Form G-845 to DHS in response to a request for additional verification will be maintained until the completion of the verification process. Following this process, DHS-USCIS destroys the paper copies. 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 noncitizen'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 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 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 agrees to designate a Compliance Officer who will be responsible for agency-wide coordination of compliance with the requirements of this Agreement and SAVE Program user guides, including but not limited to requirements related to training, notice, verification procedures, privacy, and anti-discrimination. TWC agrees to ensure that the Compliance Officer is a senior level employee who will serve as a liaison with DHS-USCIS to resolve questions regarding this Agreement and to facilitate the provision of accurate immigration status verification information. TWC agrees to provide DHS-USCIS with the name, address, title, and telephone number of the Compliance Officer.

TWC 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 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 noncitizen 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 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 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 monitor or 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 benefit 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 benefit by statute or regulation for the Benefit Applicant to respond to that notice; or
 - b. in the case of a UC benefit 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. The 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.

Alissar Rahi
Chief, SAVE Program
Verification Division
U.S. Citizenship and Immigration Services
U.S. Department of Homeland Security

Lisa Richardson
Chief Information Officer
Texas Workforce Commission

Date: _____

Date: _____

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

Approved _____
Jonathan R. Cantor
Acting Chief Privacy Officer and
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 Texas Workforce Commission”