

COMPUTER MATCHING AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES
CITIZENSHIP AND IMMIGRATION SERVICES (DHS-USCIS)
AND
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CA-DSS)

PART I: GENERAL TERMS AND CONDITIONS

A. PURPOSE AND DESCRIPTION

This memorandum constitutes an agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and the California Department of Social Services (CA-DSS). The purpose of this Agreement is to provide CA-DSS with electronic access to immigration status information contained within DHS-USCIS's Verification Information System (VIS) that will enable CA-DSS to determine whether an applicant is eligible for benefits under Temporary Assistance to Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) programs administered by CA-DSS.

This Agreement describes the respective responsibilities of DHS-USCIS and CA-DSS to verify immigration status, while safeguarding and preserving the confidentiality of information received from the other party pursuant to verification procedures. The requirements of this Agreement will be carried out by authorized employees and/or contractor personnel of DHS-USCIS and CA-DSS.

B. FUNCTIONS EACH PARTY WILL PERFORM

The DHS-USCIS Verification Division agrees to make available and maintain the Systematic Alien Verification for Entitlements (SAVE) Program, which is an immigration status verification system that provides information on aliens' immigration status, and on naturalized U.S. citizens and derived U.S. citizens.

DHS-USCIS agrees to provide CA-DSS through the automated system, the following information on each verification as appropriate: DHS-USCIS-generated verification number, name, date and country of birth, date of entry, immigration status data, and in some cases, certain other biographical data that may relate to the alien number or work authorization. See Section E for details. DHS USCIS agrees to use NIEM as the data exchange protocol when and if CA-DSS can accept messages using this protocol.

DHS-USCIS agrees to provide CA-DSS with instructional materials required for the use of the DHS-USCIS (VIS) verification system; a sufficient number of primary verification user codes to assure the effective implementation of the verification procedures; and instructions for obtaining necessary system access codes.

DHS-USCIS agrees to provide assistance to CA-DSS on policies and procedures for use of the system, including technical instructions for access to the system, requirements for safeguarding information contained in the system, and restrictions on disclosure of system information. DHS-USCIS also agrees to provide CA-DSS with the name, address, and telephone number of an appropriate point of contact (POC) within DHS-USCIS, or its contractor organization, who can be contacted regarding any billing questions or problems that arise in connection with CA-DSS's participation in the verification program.

CA-DSS agrees to provide the alien registration number of each non-citizen applicant seeking a benefit from CA-DSS for the purposes of primary (automated access) verification. If an alien's records are not initially located as a result of the primary verification, DHS-USCIS will send a message seeking additional verification data from CA-DSS. The additional/secondary verification process requires CA-DSS to provide an electronic description of the applicant's immigration document, which may further assist a DHS-USCIS Immigration Status Verifier in checking all necessary indices and DHS files before providing CA-DSS with immigration status information or to submit a copy of the applicant's immigration documentation along with a Document Verification Form G-845. This documentation data may include the type of document presented by the applicant to CA-DSS; the expiration date of the document; document description; last name, first name, middle name, or also known as, a/k/a, of the applicant; applicant's date of birth, I-94 number (DHS arrival/departure document); and CA-DSS case number and/or other special comments. CA-DSS agrees to follow this additional verification process in cases in which the non-citizen's claimed immigration does not match the status information returned by DHS-USCIS.

The data DHS-USCIS provides to CA-DSS pursuant to this Agreement will be used solely for the purposes stated in this Agreement and the data will not be disclosed to any other individuals or entities for any other purpose, except as required by State or federal law.

CA-DSS agrees to provide a liaison with DHS-USCIS to resolve any questions regarding this Agreement and to provide assistance to DHS-USCIS to facilitate the provision of accurate immigration status verification information.

C. SAFEGUARDS REGARDING THE USE AND DISCLOSURE OF INQUIRY DATA

The VIS database shall be used in a manner that protects the individual's privacy to the maximum degree possible.

CA-DSS also agrees to comply with any additional requirements under this Agreement or 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.

CA-DSS agrees not to delay, deny, reduce, or terminate any applicant/recipient's benefits because of that individual's immigration status based solely on a response received from the DHS-USCIS Verification Division's primary (automated) system or based upon any additional verification check that may be pending. No adverse action shall be taken unless CA-DSS has conducted such independent verification or received a response from the DHS-USCIS Verification Division that "additional verification" procedures were conducted and indicate the applicant/recipient does not have the type of immigration status that makes him or her eligible for the benefit and the individual has been afforded the opportunity to refute any adverse information as provided in PART II of this Agreement.

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

DHS-USCIS may terminate this CMA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by CA-DSS, or a failure by CA-DSS to comply with established procedures or legal requirements.

CA-DSS agrees to immediately notify the SAVE Program whenever there is cause to believe an information breach has occurred as a result of CA-DSS action or inaction. For the purposes of this Agreement, the term "breach" is used to include the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations in which persons other than authorized users and for an other than authorized purposes have access or potential access to personally identifiable information, whether physical or electronic.

DHS-USCIS agrees to immediately notify CA-DSS whenever there is cause to believe an information breach, as defined above, in OMB Memorandum M-07-16, has occurred as a result of DHS-USCIS action or inaction and the information affected by the breach includes information that CA-DSS provided to DHS-USCIS. The response to a breach of CA-DSS information shall be determined jointly by DHS-USCIS and CA-DSS to include at a minimum the immediate notification of DHS 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.

D. NON-DISCRIMINATION

DHS-USCIS and CA-DSS agree that this CMA will be implemented and administered in a manner that does not discriminate against applicants based upon 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, 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 Section 11135 of the California Government Code. In addition, the Food Stamp Act (7 U.S.C. § 2020(c)) and Section 10000 of the California Welfare and Institutions Code prohibit discrimination against applicants based on political beliefs.

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 the Dymally-Alatorre Bilingual Services Act (California Government Code § 7290 *et seq.*) as applicable, DHS-USCIS and CA-DSS will take reasonable steps to provide meaningful access to persons with limited English proficiency. 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, and the California Fair Employment and Housing Act (California Government Code § 12900 *et seq.*), DHS-USCIS and CA-DSS will provide accommodations to individuals with disabilities to ensure effective communication.

PART II: COMPUTER MATCHING ACT REQUIREMENTS

INTRODUCTION

The purpose of this section of the Agreement is to comply with the Computer Matching and Privacy Protection Act of 1988 (CMPPA), Public Law 100-503, 102 Stat. 2507 (1988), which was enacted as an amendment to the Privacy Act of 1974 (5 U.S.C. § 552a). The requirements of this Section pertain only to alien applicants for, or recipients of, benefits administered by CA-DSS who have been accorded lawful permanent resident (LPR) status by DHS-USCIS and to United States citizens whose records are included in VIS, Section H below. However, 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 shall be afforded to non-LPRs and non-citizens.

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 CA-DSS using the VIS database is a "matching program" as defined in the CMPPA.

A. 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/CA-DSS.

B. MATCHING AGENCIES

1. Source Agency: Department of Homeland Security, United States Citizenship and Immigration Services
2. Recipient Agency: California Department of Social Services

C. PURPOSE AND LEGAL AUTHORITIES

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 VIS database is the DHS-USCIS system available to the CA-DSS and other covered agencies for use in making these eligibility determinations.

CA-DSS will access information contained in VIS for the purpose of confirming the immigration status of alien applicants for, or recipients of, benefits it administers in order 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.*). Pursuant to Section 840 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, verification of applicants for Food Stamps or SNAP through DHS/USCIS is optional for CA-DSS. CA-DSS has elected to use the VIS for all alien applicants for Food Stamps or SNAP for the length of this Agreement.

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 CA-DSS to verify the immigration status of alien applicants for, and recipients of, entitlement benefits. It is expected that this matching program will enable CA-DSS to rapidly confirm the benefit eligibility of alien applicants/recipients with proper immigration status, identify those applicants who require further checks to confirm proper eligibility status, and to identify and prevent improper payments to those applicants whose immigration status does not entitle them to receive the benefits administered by CA-DSS.

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 electronic verification program, including administrative costs and savings derived by eliminating fraudulent benefit payments, is \$19,984,868 based on historical savings. Using a computer matching program, CA-DSS is able to process, in an extremely expeditious manner, a higher volume of queries with reduced overall labor demands. Using Web Services, CA-DSS accesses data from DHS-USCIS through California Department of Healthcare Services (CA DHCS).

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 CA-DSS as compared to a much slower mail-in procedure. One of the major objectives of IRCA, to reduce incentives for illegal aliens to come to and remain 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 in the DHS-USCIS VIS database containing information related to the status of aliens and other persons on whom DHS-USCIS has a record as an applicant, petitioner, sponsor, or beneficiary. See DHS/USCIS-004 Systematic Alien Verification for Entitlements Program Systems of Records Notice, 77 FR 47415 (August 8, 2012).
 - b. CA-DSS records pertaining to alien applicants for, or recipients of, federal entitlement benefit programs administered by the State.
2. Data elements that may be used to automatically or manually match records include:
 - a. Data elements contained within CA-DSS records that may be matched with DHS-USCIS's and other federal immigration records during automated initial verification or manual 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 CA-DSS 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 VIS records to be provided

to CA-DSS 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. Date of Entry
 8. Additional biographical data
 9. Immigration Status Data
 10. Employment Eligibility Data
3. Number of records: On a monthly basis, approximately 60,000 records from the CA-DSS will be matched against DHS-USCIS's VIS database which consists of more than 300 million records.
 4. Duration of the program: Eighteen months from the effective date of this Agreement.
 5. VIS 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 CMPPA implementing guidance.

As required by 5 U.S.C. § 552a(o)(1)(D), CA-DSS will provide notice to applicants for and recipients of financial assistance or payments under the federal benefit program(s) covered by this Agreement that any information they provide may be subject to verification through matching programs. At the time of the initial application for programs identified in Part I(A) of this Agreement, CA-DSS will inform in writing each applicant covered by this Agreement that their eligibility status may be verified by matching against the DHS-USCIS database, and the process and appropriate contact information to resolve non-matches and mismatches.

G. VERIFICATION PROCEDURES

1. The CA-DSS may not suspend, terminate, reduce, or make a final denial regarding federal benefit program eligibility of an applicant/recipient covered by this Part based on that individual's immigration status, or take other adverse action against such individual as a result of information produced by the matching program unless the information is independently verified and all additional verification procedures are followed. Please see DHS-USCIS's "additional verification procedures" as described

in its SAVE Program Guide, which is incorporated into this Agreement by reference, including any subsequent amendments or revisions.

2. Furthermore, CA-DSS may not suspend, terminate, reduce, or make a final denial regarding the federal benefit program eligibility of any individual described in paragraph 1, or take other adverse action against such individual as a result of information produced by this matching program unless: (A) such individual has received notice from CA-DSS containing a statement of the findings of the immigration status check that explains the process and appropriate contact information to enable the applicant to resolve non-matches and mismatches; and (B) until the subsequent expiration of any notice period provided by such program's law or regulations, or 30 days, whichever is later. Such opportunity to contest may be satisfied by the notice, hearing, and appeal rights governing the federal benefit program and the applicant has been provided the opportunity to refute any adverse status information as a result of the verification query. The exercise of any such rights shall not affect any rights available under this section.

H. RECORDS RELATING TO UNITED STATES CITIZENS

This Agreement authorizes CA-DSS to use the Verification Division's system for the purposes of verifying the immigration status of alien applicants for programs identified in Part I(A) of this Agreement. Nothing in this Agreement authorizes CA-DSS to use the DHS-USCIS system for the purpose of verifying the status of any individual claiming United States citizenship by birth. However, in addition to records relating solely to aliens, VIS contains records relating to former lawful permanent resident and other aliens who have become naturalized or derived United States citizens. It is possible that applicants may through fraud or error, present documentation identifying themselves as lawful permanent resident or other aliens, without informing CA-DSS that they have become a United States citizen, thereby resulting in a CA-DSS inquiry in VIS.

In the event that DHS-USCIS receives a request for a verification of a CA-DSS applicant who is a lawful permanent resident, other immigrant or nonimmigrant, or a United States citizen, the request may be referred to a DHS-USCIS Immigration Status Verifier 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 United States citizens to the same extent as to the DHS-USCIS records relating to lawful permanent resident aliens and other immigration statuses. Pursuant to the Department of Homeland Security's Policy, Guidance Memorandum 2007-1, to the extent practicable, privacy protections afforded to U.S. citizens and lawful permanent residents shall be afforded to non-lawful permanent residents and non-U.S. on citizens.

I. DISPOSITION OF MATCHED ITEMS

Records created by DHS-USCIS in the process of establishing immigration and citizenship 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 unless the records are part of an on-going investigation in which case they may be retained until completion of the investigation. Photocopies mailed 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 photocopies.

J. SECURITY SAFEGUARDS

DHS-USCIS agrees to safeguard information it receives from CA-DSS in connection with status verification inquiries in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a), the Immigration Reform and Control Act of 1986, other applicable statutes, and the requirements of this Agreement between the parties.

DHS-USCIS agrees to safeguard the information provided by CA-DSS in accordance with DHS-USCIS disclosure standards and to provide the name of DHS-USCIS's program inspector responsible for compliance with these standards. Individuals, who wish to obtain copies of records pertaining to themselves resulting from queries submitted to DHS-USCIS, may do so by following the Freedom of Information Act and Privacy Act procedures that can be found at www.uscis.gov. DHS-USCIS also agrees to limit access to CA-DSS or such agents of CA-DSS who require access to the information to perform necessary support functions or follow-up actions.

The DHS-USCIS's data facility where CA-DSS 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.

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

CA-DSS 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. CA-DSS agrees to restrict further dissemination of

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

CA-DSS 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. CA-DSS'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 CA-DSS 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 CA-DSS 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.

K. 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 parties agree not to duplicate or re-disclose any records received from the other party pursuant to this matching Agreement, except when it is necessary to verify the immigration status of alien applicants for, and recipients of, the programs identified in Part I(A) of this Agreement administered by CA-DSS (including follow-up actions). Additionally, if the matching program uncovers evidence of fraudulent claims or the use of fraudulent immigration documents, 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 Program SORN to conduct law enforcement investigations or prosecutions, or as otherwise required by law.

L. 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 CA-DSS with immigration status information. This process includes procedures for DHS-USCIS to correct any errors detected in the immigration status information.

M. COMPENSATION

CA-DSS 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 CA-DSS.

N. COMPTROLLER GENERAL ACCESS

The GAO (Comptroller General) may have access to all of the matching records of CA-DSS and DHS-USCIS necessary to verify compliance with the requirements of the CMPPA.

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 prior to 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 CA-DSS 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

Deborah Pearce
Chief
Contracts Bureau
California Dept of Social Services

Date: _____

Date: _____

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

Approved _____
Karen Neuman
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 California Department of Social Services (CA-DSS)”