

**COMPUTER MATCHING AGREEMENT
BETWEEN THE
THE SOCIAL SECURITY ADMINISTRATION
AND
THE DEPARTMENT OF HOMELAND SECURITY**

SSA 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 noncitizens¹ who leave the United States voluntarily and noncitizens who are removed from the United States.² These noncitizens 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.

¹ For purposes of this Agreement, "noncitizen" is synonymous with "alien" as defined in section 101(a)(3) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)(3)), meaning "any person not a citizen or national of the United States."

² 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.

Various sections of the Social Security Act (Act) comprise the legal authorities for the disclosures under this Agreement.

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).

Section 1611(a)(1) of the Act [1382c(a)(1)] concerns the definition of eligible individuals.

8 U.S.C. § 1611 mandates that non-qualified noncitizens (as defined in 8 U.S.C. § 1641) do not receive Federal public benefits.

8 U.S.C. § 1612 also places some limits on qualified noncitizens' ability to receive public benefits.

Section 1631(e)(1)(B) of the Act [42 U.S.C. § 1383(e)(1)(B)] 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.

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

Resident noncitizens 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.³ 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. See 42 U.S.C. § 1382(f) and 20 C.F.R. § 416.1327.

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

³ 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) and also 42 U.S.C. § 1382(f)(2) (providing an exception for certain students who are temporarily studying abroad).

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 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.

IV. Definitions

- A. "Noncitizen" means any person not a citizen or national of the United States; this term is synonymous with "alien" 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 noncitizens 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 noncitizens whom DHS removes from the United States.
- D. "NH" means the number holder or the owner of the Social Security number (SSN).
- E. "Qualified noncitizen" has the same meaning as "qualified alien" as described in

8 U.S.C. § 1641(b).

- F. “Removed” means, for purposes of this Agreement, confirmed movement of an inadmissible or deportable noncitizen out of the United States based on the compulsory execution of the noncitizen’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, a noncitizen is considered “removed” after verification of their departure followed issuance of a final order of removal. A noncitizen 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).
- G. “Resident Noncitizen” means an individual who is a resident of the United States (See 1614(a)(1)(B)(i) of the Act (42 U.S.C. § 1382c(a)(1)(B)(i))) and is either a “qualified noncitizen” or is a noncitizen permanently residing in the United States under color of law (PRUCOL) who was receiving SSI on 08/22/1996. Such PRUCOL noncitizens include those who entered the United States either lawfully in a status other than lawful permanent residence or unlawfully, who are residing in the United States with the knowledge and permission of DHS and whose departure from the United States DHS does not contemplate enforcing.
- H. “RSDI” means Retirement, Survivor and Disability Insurance Program. Beneficiaries, survivors, and auxiliaries may receive benefits under RSDI under Title II of the Act.
- I. “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. (See also 1614(a)(1)(B)(i) of the Act (42 U.S.C. § 1382c(a)(1)(B)(i)))
- J. “United States” means the 50 states, the District of Columbia, and the Northern Mariana Islands.

V. Responsibilities of the Parties

A. DHS

1. DHS will disclose information to SSA to identify those resident noncitizens who may be ineligible for SSI benefits because they have been or plan to be outside the United States for 30 consecutive days.
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. DHS-USCIS may provide SSA with instructional materials required for the proper use of information that it provides to SSA under this Agreement. If provided, these instructional materials will reflect provisions in this Agreement and applicable legal authorities and guidance (e.g., Office of Management and Budget (OMB) circulars) regarding topics such as (1) access, (2) verification procedures, (3) disclosure of information and privacy protections, (4) non-discrimination requirements, and/or (5) DHS-USCIS records correction procedures for individuals that may be subject to nonpayment of Social Security retirement benefits, Social Security disability benefits, or both (and under certain conditions the benefits of their dependents or survivors), suspension of SSI payments, and/or recovery of overpayments.
5. 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 noncitizens 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 V.A.1. above) to identify resident noncitizens 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 V.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 noncitizen policy questions for voluntary absences from the

United States and removals involving SSI recipients. The Office of Income Security Programs is the responsible component for noncitizen policy questions for removals involving Retirement, Survivors and Disability Insurance (RSDI) claimants and recipients.

4. SSA will provide Congress and the OMB with notice of this program and will publish the required matching notice in the Federal Register (Fed. Reg.).

VI. Justification and Anticipated Results

A. Justification

Data exchange under this Agreement is necessary for SSA to determine eligibility for Federal benefits for noncitizens 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. Noncitizens Who Leave the United States Voluntarily

We found retroactive overpayments in 5.42 percent of the Title XVI sample cases for noncitizens who left the U.S. The average retroactive overpayment per overpaid case was \$2,058. The total overpayments detected from the match are \$37,042. Using the average historical recovery rate for Title XVI recipients, we would expect to recover 65 percent of the overpaid dollars, for a total of approximately \$24,077 in benefits.

Development of the match alerts also resulted in a suspension of the recurring monthly payment amount in about 5.12 percent of the Title XVI sample cases for noncitizens who left the U.S. The average suspended monthly payment amount was \$672. In FY 2021, the monthly benefits suspended totals \$11,425. If the match had not occurred, we assume this incorrect payment would have continued for at least six additional months. Therefore, the estimated savings by preventing erroneous future monthly payments would be approximately \$68,549 when projected to the universe of alerts released in FY 2021.

2. Noncitizens Who are Removed from the United States

We found retroactive overpayments for some of the Title II and Title XVI alerts for noncitizens who DHS removed from the U.S. However, 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.

Development of the Title II alerts resulted in a suspension of the recurring monthly payment amount in 7.74 percent of the cases for noncitizens who DHS removed from the U.S. The average suspended monthly payment amount was \$868 for a total monthly benefit suspension of \$11,285. If the match had not occurred, we assume that this incorrect payment would have continued for 12 additional months. Therefore, the estimated savings by preventing erroneous future monthly payments would be approximately \$135,420 for the Title II alerts released in FY 2021.

The total estimated Title II savings from this matching operation are \$135,420. The total estimated Title XVI savings are \$106,786. The combined savings are \$242,206.

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, the benefits are \$135,420 with costs of \$20,151 resulting in a benefit-to-cost ratio of 6.72 to 1.

For Title XVI, the benefits are \$106,786 with costs of \$93,783 resulting in a benefit-to-cost ratio of 1.14 to 1.

Overall, the total benefits of this matching operation are \$242,206 with costs of \$113,935 resulting in a benefit-to-cost ratio of 2.13 to 1.

VII. Description of Matched Records

A. Systems of Records

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

DHS will disclose to SSA BIS data that 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.

For this part of the match, SSA will match the DHS information with the following two SSA's system of records:

1. Master Files of SSN Holders and SSN Applications, 60-0058, last fully published at 87 Fed. Reg. 263 (January 4, 2022); and
 2. Supplemental Security Income Record and Special Veterans Benefits (SSR) (60-0103) last fully published at 71 Fed. Reg. 1830 (January 11, 2006), and amended at 72 Fed. Reg. 69723 (December 10, 2007), and at 83 Fed. Reg. 31250-31251 (July 3, 2018), and at 83 Fed. Reg. 54969 (November 1, 2018).
2. Noncitizens Who are Removed from the United States (RSDI and SSI)

DHS will retrieve information on removed noncitizens from the DHS/ICE database known as the Enforcement Integrated Database (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.

For this part of the match, SSA will match the DHS information with the following four SSA's system of records:

1. Master Files of SSN Holders and SSN Applications 60-0058, last fully published at 87 Fed. Reg. 263 (January 4, 2022).
2. Supplemental Security Income Record and Special Veterans Benefits (SSR) (60-0103), last fully published at 71 Fed. Reg. 1830 (January 11, 2006), and amended at 72 Fed. Reg. 69723 (December 10, 2007), 83 Fed. Reg. 31250-31251 (July 3, 2018), and 83 Fed. Reg. 54969 (November 1, 2018).
3. Master Beneficiary Record (MBR) (60-0090), last fully published at 71 Fed. Reg. 1826 (January 11, 2006), and updated at 72 Fed. Reg. 69723 (December 10, 2007), 78 Fed. Reg. 40542 (July 5, 2013), 83 Fed. Reg. 31250-31251 (July 3, 2018), and 83 Fed. Reg. 54969 (November 1, 2018); and
4. Prisoner Update Processing System (PUPS) 60-0269, last fully published at 64 Fed. Reg. 11076 (March 8, 1999), and updated at 72 Fed. Reg. 69723 (December 10, 2007), 78 Fed. Reg. 40542 (July 5, 2013), and 83 Fed. Reg. 54969 (November 1, 2018).

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 a noncitizen who has been

removed.

B. Specified Data Elements

1. Noncitizens Who Leave the United States Voluntarily

The data elements furnished by the DHS/USCIS's BIS System are the individual's name, SSN, date of birth (DOB), DHS identifier ("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. Noncitizens 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 identifier ("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-USCIS records apply to DHS records regarding U.S. citizens, lawful permanent residents (LPRs), and certain designated foreign nationals. U.S. citizens and LPRs covered by the Privacy Act of 1974 and those covered persons covered by the JRA are provided with privacy protections and legal redress (for example, access and amendment) required by law. With respect to persons who are not covered by the Privacy Act or JRA, DHS, by policy, will still analyze official sharing requests under the Fair Information Practice Principles. However, for those individuals, no privacy rights or benefits, substantive or procedural, are intended, or should be construed, to be created by this Computer Matching Agreement, and are not enforceable at law against the United States, its agencies, officers, or employees.

D. Number of Records Involved

1. Noncitizens Who Leave the United States Voluntarily

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

2. Noncitizens Who are Removed from the United States

The electronic files DHS provides to SSA will annually contain an estimated 400,000 records of removed noncitizens 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 RSDI 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.

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. SSA will provide such notice in English or Spanish with alternative options available for the blind or visually impaired consistent with Section XVI of this Agreement.

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 provide such notice in English or Spanish with alternative options available for the blind or visually impaired consistent with Section XVI of this Agreement.

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 without first conducting verification procedures.

SSA will also 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 both RSDI and SSI cases, the affected individual will have an opportunity to contest the accuracy of the information provided by DHS as described below.

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 noncitizen's voluntary absence or removal from the United States that indicates specified adverse action is necessary.
2. SSA will provide information that indicates the necessity for an adverse action

to the individual receiving Title XVI payments or Title II benefits and the effective date of any adjustment or overpayment that may result.

- Notice language for absences related to Title XVI.⁴
 - Notice language for absences related to Title II.^{5 6}
3. The individual has 60 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. To ensure SSA does not act without verification, the agency also has a policy in place for incorrect, missing or questioning removal data even if the individual does not contest.⁷ The N03 or N23 policy would apply for Title XVI recipients, as Claims Specialists would have a high level of confidence in the third-party report via this Agreement.⁸

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 noncitizens 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

⁴ [SSA - POMS: NL 00804.170](#)

⁵ [SSA - POMS: NL 00703.124](#)

⁶ [SSA - POMS: NL 00703.554](#)

⁷ [SSA - POMS: RS 02635.015](#)

⁸ [SSA - POMS: SI 02301.225](#)

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 Redisclosure Restrictions

SSA will adhere to the following limitations on the use, duplication, and redisclosure 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 redisclosure, 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 redisclosure, or explain how the redisclosure 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 VA suspects or confirms a breach, as defined by OMB M-17-12 or suspects or experiences an incident involving the loss or breach of PII provided by SSA or VA 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 VA 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), VA will call SSA's National Network Service Center toll free at 1-877-697-4889. SSA must also notify VA's Systems Security Contact and the VA Network and Security Operations Center (1-800-877-4328) 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). 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 (SP) 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 SP 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.

H. Monitoring and Compliance

DHS and SSA agree that each agency may monitor compliance with the terms of this Agreement, including all privacy protections and non-discrimination requirements. Both agencies have the right to monitor and review (1) transactions conducted pursuant to this Agreement, (2) the use of information obtained pursuant to this Agreement, and (3) policies, practices, and procedures related to this Agreement. Both agencies also have the right to make onsite inspections to audit compliance with this Agreement for the duration or any extension of this Agreement. DHS and SSA will cooperate with each other to ensure the success of each agency's monitoring and compliance activities. To the extent monitoring or inspection requires involvement of both DHS and SSA, the

parties agree to mutually coordinate in advance (e.g., regarding timing, planning, etc.).

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. DHS waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535). 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 reasonable modifications 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 July 19, 2022, provided that SSA reported the proposal to reestablish 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:

Matching Agreement Issues - DHS

Leslie Opsahl
DHS Privacy Office
Computer Matching Agreements
U.S. Department of Homeland Security
2707 Martin Luther King Jr Ave SE
Washington, DC 20528
Telephone: (202) 981-4646
Leslie.Opsahl@hq.dhs.gov

Matching Program Issues – USCIS

Shannon DiMartino
Technology Oversight Branch Chief
Office of Privacy
U.S. Citizenship and Immigration Services
5900 Capital Gateway Drive
Camp Spring, MD 20588-0009
Telephone: (202) 999-8665
Email: shannon.k.dimartino@uscis.dhs.gov

Matching Program Issues - ICE

Tadgh Smith
Deputy Assistant Director Law Enforcement Systems and Analysis
Enforcement and Removal Operations
United States Immigration and Customs Enforcement
Department of Homeland Security
Potomac Center North
500 12th Street, SW
Washington, DC 20024
Telephone: (202) 732-3917
Email: Tadgh.Smith@ice.dhs.gov

Systems Security Issues

Shane M. Barney
Chief Information Security Officer
Information Security Division
Office of Information Technology
United States Citizenship and Immigration Services
Office: (202) 721-1354
Mobile: (202) 304-2743
Email: Shane.Barney@uscis.dhs.gov

Systems Issues - USCIS

Dawn Stephens
Benefits Systems Branch Chief
Systems Delivery Division
USCIS Nebraska Service Center – Star Building
850 S Street
Lincoln, NE 68508
Phone: (402) 650-5541
Email: Dawn.M.Stephens@uscis.dhs.gov

DHS Privacy Office

Bradley E. White
Executive Director, Data Integrity Board
Senior Director, Privacy Policy and Oversight, Privacy Office
U.S. Department of Homeland Security
2707 Martin Luther King Jr Ave SE
Washington, DC 20528
Telephone: (202) 573-4071
Email: Bradley.White@hq.dhs.gov

ICE Privacy Office

Jordan Holz
Privacy Officer
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

Angela Y. Washington
Privacy Officer (Acting)
United States Citizenship and Immigration Services
Department of Homeland Security
5900 Capital Gateway Drive – Mailstop 2050
Camp Spring, MD 20588-0009
Telephone: (202) 570-8327
Email: Angela.Y.Washington@uscis.dhs.gov

B. Social Security Administration:

Matching Agreement Issues

Neil Etter
Government Information Specialist
Office of the General Counsel
Office of Privacy and Disclosure
Social Security Administration
6401 Security Boulevard, G-401 WHR Building
Baltimore, MD 21235
Telephone: (410) 965-8028
Email: Neil.Etter@ssa.gov

Systems Security Contact

Jennifer Rutz
Director
Office of Information Security
Division of Compliance and Assessments
Suite 3208 Annex
6401 Security Boulevard
Baltimore, MD 21235
Telephone: (410) 966-8253
Email: Jennifer.Rutz@ssa.gov

Computer Systems

Angil Escobar
Branch Chief
OEIS/DDE/Verifications and Exchanges Analysts Branch
Enterprise Information Systems
Office of Systems
Social Security Administration
6401 Security Boulevard
3-E-2-F Robert M. Ball Building
Baltimore, MD 21235
Telephone: (410) 965-7213
Email: Angil.Escobar@ssa.gov

Project Coordinator

Rona Demb
Program Analyst
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

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
Email: Michael.Bittinger@ssa.gov

International Policy

Phyllis Mathers
Social Insurance Specialist
Office of Income Security Programs
Social Security Administration
2513C Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-965-3549
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 noncitizen 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. **Signatures**⁹

A. **DEPARTMENT OF HOMELAND SECURITY:**

Source Agency Certification:

As the authorized representatives of the source agency named above, I certify that I have competent authority on behalf of DHS to enter into the obligations set forth in this agreement.

U.S. Citizenship and Immigration Services:



Digitally signed by ELIZABETH A
PUCHEK
Date: 2022.03.15 11:09:12
-04'00'

Elizabeth Puchek
Chief Data Officer
U.S. Citizenship and Immigration Services

Date: March 15, 2022

OPEYEMI B
OSHINNAIYE

Digitally signed by
OPEYEMI B OSHINNAIYE
Date: 2022.03.16 15:56:01
-04'00'

Opeyemi Oshinnaiye
Deputy Chief Information Officer
U.S. Citizenship and Immigration Services

Date _____

⁹ **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.

U.S. Immigration and Customs Enforcement:

DANIEL A
BIBLE

Digitally signed by
DANIEL A BIBLE
Date: 2022.03.14
14:15:18 -05'00'



Daniel Bible
Deputy Executive Associate Director
Enforcement and Removal Operations
U.S. Immigration and Customs Enforcement

Date _____

Data Integrity Board Certification:

LYNN P DUPREE Digitally signed by LYNN P
DUPREE
Date: 2022.03.17 18:13:16 -04'00'

Lynn Parker Dupree
Chief Privacy Officer
Department of Homeland Security
Data Integrity Board Chair

Date _____

B. SOCIAL SECURITY ADMINISTRATION SIGNATURES:

Recipient Agency Certification:

As the authorized representatives of the recipient agency named above, I certify that I have competent authority on behalf of SSA to enter into the obligations set forth in this agreement.

MARY
ZIMMERMAN

Digitally signed by MARY
ZIMMERMAN
Date: 2022.03.08
13:36:05 -05'00'

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

Date _____

Data Integrity Board Certification:

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

Date _____

Attachment:



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