

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

Effective Date: July 19, 2017  
Expiration Date: January 18, 2019  
Match # 1010

**I. Purpose**

This computer matching agreement sets forth the terms, conditions, and safeguards under which the Department of Homeland Security (DHS) will disclose information to the Social Security Administration (SSA) identifying aliens who leave the United States voluntarily and aliens who are removed from the United States. These aliens may be subject to suspension of payments or nonpayment of benefits or both, and recovery of overpayments. SSA will use DHS data to determine if suspension of payments, nonpayment of benefits, and/or recovery of overpayments, is applicable.

**II. Legal Authority**

This agreement is executed under the Privacy Act of 1974, 5 United States Code (U.S.C.) § 552a, as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988 and the Computer Matching and Privacy Protection Amendments of 1990, and the regulations and guidance promulgated thereunder.

Legal authorities for the disclosures under this agreement are 42 U.S.C. §§ 402(n), 1382(f), 1382c(a)(1), and 1383(e)(1)(B) and (f), and 8 U.S.C. §§ 1611 and 1612.

Section 1631(e)(1)(B) of the Social Security Act (hereafter 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. Section 202(n)(2) of the Act (42 U.S.C. § 402(n)(2)) requires the Secretary of Homeland Security to notify the Commissioner of Social Security when certain individuals are removed from the United States under sections 212(a)(6)(A) and 237(a) of the Immigration and Nationality Act (INA) (8 U.S.C. §§ 1182(a)(6)(A) or 1227(a)).

#### A. Aliens Who Leave the United States Voluntarily

Resident aliens eligible for SSI may receive payments for any month in which they reside in the United States. 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.<sup>1</sup> 42 U.S.C. § 1382(f) and 20 Code of Federal Regulations (C.F.R.) § 416.1327. Section 1611(f) further states that if an individual is absent from the United States for 30 consecutive days, SSA will treat the individual as remaining outside the United States until he or she has been in the United States for a period of 30 consecutive days.

#### B. Aliens Who are Removed from the United States

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

Section 202(n)(1)(B) of the Act (42 U.S.C. § 402(n)(1)(B)) prohibits payment of auxiliary or survivors benefits to certain individuals who are entitled to such benefits on the record of a NH who has been removed from the United States on certain grounds as specified in the above paragraph. Nonpayment of benefits is applicable for any month such auxiliary or survivor beneficiary is not a citizen of the United States and is outside the United States for any part of the month. Benefits cannot be initiated (or resumed) to such auxiliary or survivor beneficiaries who are otherwise subject to nonpayment under these provisions until the removed NH has been subsequently lawfully admitted for permanent residence to the United States.

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

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<sup>1</sup> 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).

qualified alien within the statutory definitions applicable to those sections is ineligible for SSI benefits, and an alien who is a qualified alien will have limited eligibility.

### **III. Definitions**

- A. “Alien” means “any person not a citizen or national of the United States.” Section 101(a)(3) of the INA (8 U.S.C. § 1101(a)(3)).
- B. The “Benefit Information System” (BIS) is the system of records that includes the Computer Linked Application Information Management System (CLAIMS 3), a DHS system that contains information on aliens who have applied for “Advance Parole” or permission to re-enter the country in the event they elect to leave the United States.
- C. “EID” means the Enforcement Integrated Database, a DHS system that contains information on aliens whom DHS removes from the United States.
- D. “NH” means the number holder or the owner of the Social Security number (SSN).
- E. “Removed” means individuals who were deported from the United States under 8 U.S.C. § 1231(a) (section 241(a) of INA) in effect before April 1997, or removed from the United States 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.
- F. “Resident Alien” means an alien who is a resident of the United States and meets the definition of “qualified alien,” as defined under 8 U.S.C. § 1641.
- G. “RSDI” means Retirement, Survivor and Disability Insurance Program. Beneficiaries, survivors, and auxiliaries may receive benefits under RSDI under Title II of the Act.
- H. “SSI” means the Supplemental Security Income Program. SSI is the Federal program established under Title XVI of the Act to provide benefits to aged, blind, and disabled individuals with income and resources below levels established under that Title.
- I. “VIS” means the Verification Information System. VIS is a composite information system incorporating data from various federal immigration databases. The Systematic Alien Verification for Entitlements (SAVE) program uses VIS to verify current immigration status of certain individuals.

#### **IV. Responsibilities of the Parties**

##### **A. DHS**

1. DHS will disclose information to SSA to identify those resident aliens who may be ineligible for SSI benefits because they have been or plan to be outside the United States for 30 consecutive days during the benefit period.
2. DHS will disclose information to SSA of those NHs whom DHS has removed from the United States on certain grounds specified under the INA and, thus, may be subject to nonpayment of their Social Security retirement benefits and Social Security disability benefits, suspension of their SSI payments, and recovery of overpayments.
3. The United States Citizenship and Immigration Services (USCIS), the Office of Service Center Operations, provides the data file described in paragraph 1 above, and the United States Immigration and Customs Enforcement (ICE), Office of Enforcement and Removal Operations provides the data file described in paragraph 2 above. Both are the responsible components for DHS.

##### **B. SSA**

1. SSA will use the data file provided by DHS (identified in paragraph IV.A.1. above) to identify resident aliens who are SSI recipients and who have left or plan to leave the United States for any period of 30 consecutive days, and thus, may be subject to suspension of their SSI payments and recovery of overpayments.
2. SSA will use the data file provided by DHS (identified in paragraph IV.A.2. above) to determine 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, Social Security disability benefits or both (and under certain conditions the benefits of their dependents or survivors), suspension of their SSI payments, and recovery of overpayments.
3. The Office of Privacy and Disclosure is the responsible component for the matching activity. The Office of Income Security Programs is the responsible component for alien policy questions for voluntary absences from the United States and removals involving SSI recipients. The Office of International Programs is the responsible component for alien policy questions for removals involving Retirement, Survivors and Disability Insurance (RSDI) claimants and recipients.

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

**V. Justification and Anticipated Results**

**A. Justification**

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

**B. Anticipated Results**

**1. Aliens Who Leave the United States Voluntarily**

Savings will result from the development of alerts generated by this matching program by suspending SSI benefits for, or recovering overpayments from, resident aliens ineligible for SSI payments because SSA has verified their absence from the United States for a calendar month or a period of 30 or more consecutive days. SSA expects to save \$471,784 annually (\$304,660 from retroactive overpayments and \$167,124 from suspension of monthly payments) from this portion of the match.

**2. Aliens Who are Removed from the United States**

Savings will result from this matching program because this matching program will also identify NHs who DHS has removed from the United States on certain grounds specified under the INA and, thus, may be subject to nonpayment of their Social Security retirement benefits or Social Security disability benefits, or both (and under certain conditions the benefits of their dependents or survivors), suspension of their SSI payments, and recovery of overpayments. Based on prior efforts, SSA expects that recovery of overpayments for SSI individuals who are removed from the United States would result in negligible savings.

SSA expects to save \$606,240 annually from this portion of the match for RSDI benefits of individuals subject to the nonpayment of Social Security retirement benefits, or Social Security disability benefits, or both (and under certain conditions the benefits of their dependents or survivors).

### 3. Matching Agreement Benefits and Costs

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

For Title II (RSDI), the benefits accrued from this matching program in fiscal year (FY) 2015 were \$606,240 in savings with costs of \$11,541 resulting in a benefit-to-cost ratio of 52.5 to 1. For Title XVI (SSI), the benefits were \$471,784 in savings with costs of \$170,490 resulting in a benefit-to-cost ratio of 2.77 to 1. Overall, the total benefits of this matching operation were \$1,078,024 in savings with costs of \$182,030 resulting in a benefit-to-cost ratio of 5.92 to 1. (See Attachment.)

## VI. Description of Matched Records

### A. Systems of Records

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

DHS will disclose to SSA information from the BIS system of records, DHS/USCIS-007, 81 Fed. Reg. 72069 (October 19, 2016). 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 matching agreement currently comes from the CLAIMS 3 database.

SSA will match the DHS information with SSA's systems of records: Master Files of Social Security Number (SSN) Holders and SSN Applications (the Enumeration System), 60-0058, 75 Fed. Reg. 82121 (December 29, 2010), and the Supplemental Security Income Record and Special Veterans Benefits (SSR), 60-0103, 71 Fed. Reg. 1830 (January 11, 2006).

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

DHS will retrieve information on removed aliens from the DHS database known as the EID and electronically format it for transmission to SSA. These individuals are not U.S. citizens or Lawfully Permanent Residents and thus not covered by the Privacy Act or DHS system of records.

The SSA systems of records used in the match are the Master Files of Social Security Number (SSN) Holders and SSN Applications (the Enumeration System), SSA/OEEAS, 60-0058, 75 Fed. Reg. 82121 (December 29, 2010), the Supplemental Security Income Record and

Special Veterans Benefits (SSR), 60-0103, 71 Fed. Reg. 1830 (January 11, 2006), the Master Beneficiary Record (MBR), 60-0090, 71 Fed. Reg. 1826 (January 11, 2006) and the Prisoner Update Processing System (PUPS), 60-0269, 64 Fed. Reg. 11076 (March 8 1999). The Unverified Prisoner System (UPS) is a subsystem of PUPS. UPS users perform a manual search of fallout cases where the Enumeration and Verification System is unable to locate an SSN for an alien who has been removed.

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

The systems of records involved in this computer matching program have routine uses permitting the disclosures needed to conduct this match. DHS USCIS is relying on the following routine uses:

N. To a Federal, state, tribal, or local government agency to assist such agencies in collecting the repayment of loans, fraudulently or erroneously secured benefits, grants, or other debts owed to them or to the United States Government, or to obtain information that may assist USCIS in collecting debts owed to the United States Government.

W. To approved Federal, state, and local government agencies that grant public benefits, licenses, grants, governmental credentials, or any other statutorily authorized purpose when the immigration status of the benefit applicant is legally required and an approved Memorandum of Agreement or Computer Matching Agreement (CMA) is in place between DHS and the entity.

## B. Specified Data Elements

### 1. Aliens Who Leave the United States Voluntarily

The data elements furnished by the DHS BIS System are the alien’s

name, SSN, date of birth (DOB), Alien Registration Number (“A” number), date of departure, and expected length of stay. To verify the SSN, SSA will match BIS data against the names, DOB, and SSNs in SSA’s Enumeration System. SSA will store and match verified SSNs against the same elements in the SSR files.

## 2. Aliens Who Are Removed From the United States

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

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

## C. Number of Records Involved

### 1. Aliens Who Leave the United States Voluntarily

The electronic files DHS provides to SSA will annually contain approximately 85,000 records of aliens who have left or plan to leave the United States voluntarily for matching against 8 million records on the SSR.

### 2. Aliens Who are Removed from the United States

The electronic files DHS provides to SSA will annually contain approximately 400,000 records of removed aliens for matching against approximately 45 million records on the MBR and 8 million records on the SSR.

## D. Frequency of Matching

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

## **VII. Accuracy Assessment**

The SSA Enumeration System database used for SSN matching is at least 99 percent accurate. Based on internal consistency checks and SSN/name verification procedures, SSA estimates that at least 99 percent of the name and

SSN information on the SSR/SVB is accurate.

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 information entered from the EID Arrest Graphical User Interface (GUI) for Law Enforcement (EAGLE), which is the booking application used to populate EID, is approximately 95 percent accurate in capturing criminal and administrative bookings (for known subjects). 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.

## **VIII. Procedures for Individualized Notice**

### **A. Applicants**

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

### **B. Beneficiaries**

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

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

## **IX. Verification Procedure and Opportunity to Contest**

### **A. Verification Procedures**

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

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

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

### **B. Opportunity to Contest**

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

1. SSA has received information from DHS pertaining to the alien's voluntary absence or removal from the United States that indicates specified adverse action is necessary.
2. SSA will provide the specific information that indicates the necessity for adverse action to the individual receiving Title XVI SSI payments or Title II RSDI benefits and the effective date of any adjustment or overpayment that may result.

3. The individual has 30 days from the date of the notice to contact SSA and contest the adverse decision. SSI recipients who file an appeal within 10 days of receiving the notice will automatically receive payment continuation.
4. Unless the individual notifies SSA within the time period specified, SSA will conclude that the data provided by DHS is correct and will make the necessary adjustment to the individual's RSDI or SSI benefits.

**X. 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). SSA will not create permanent files or separate systems comprised solely of the data provided by DHS. DHS may retain one copy of the information provided to SSA as its record of disclosure in accordance with the disclosure accounting and retention requirements of the Privacy Act, as amended, 5 U.S.C. § 552a(c)(1) and (2).

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

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

**XI. 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 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.

## **XII. Procedures for Security**

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. No. 113-283, 128 Stat. 3073); related OMB circulars and memoranda, such as Circular A-130, Managing Federal Information as a Strategic Resource (July 28, 2016), Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006), and 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. Incident Reporting**

If SSA experiences an incident involving the loss or breach of PII provided by DHS under the terms of this agreement, it will follow the incident

reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident 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 incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. SSA must also notify the ICE Secure Operations Center (SOC) at [soc@ice.dhs.gov](mailto:soc@ice.dhs.gov) and the USCIS Service Desk (1-888-220-5228) within one hour.

#### B. Breach Notification

SSA and DHS will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out those 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 authorized users (e.g., employees, officials, and 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. 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 (i.e., a system-to-system connection), 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. SSA will not permit DHS data to be removed from SSA owned and controlled network environments, including but not limited to environments that have successfully undergone Security Authorizations. DHS must authorize in advance and in writing for DHS data to be processed in any SSA IT environment, including SSA vendor environments.

Transmission safeguards will be documented through the use of Interconnection Security Agreements (ISA) between SSA and DHS. ICE and USCIS will each provide a separate ISA to document network and file transmission safeguards as required by DHS Sensitive Security Systems Policy Directive 4300A v.8 (DHS policy for network connectivity). ISAs shall be reissued every three (3) years or whenever any significant changes have been made to any of the interconnected systems and are reviewed as part of the FISMA self-assessment process.

#### 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. Monitoring and Compliance

SSA and DHS have the right to monitor compliance with the terms of this agreement, including the non-discrimination provision. 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 have the right to make onsite inspections to assess compliance with this agreement for the duration or any extension of this agreement. DHS and SSA will cooperate with each agency's monitoring and compliance activities. If either party elects to complete an onsite inspection, the auditing agency will provide the other advanced written notice of any onsite inspection and the parties will set a mutually agreeable date for such inspection.

### **XIII. Comptroller General Access**

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

**XIV. Reimbursement**

Due to nominal costs associated with providing data to SSA under this agreement, DHS waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535).

**XV. 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 C.F.R Part 15 and 45 C.F.R. Part 85.

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

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

**XVI. Duration and Modification of Agreement****A. Effective Date**

The effective date of this agreement is July 19, 2017, provided that SSA

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

B. Duration

This agreement expires on January 18, 2019.

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.

**XVII. Persons to Contact****Department of Homeland Security Contacts:****Matching Program Issues - ICE**

Tadgh Smith  
Deputy Assistant Director Law Enforcement Systems and Analysis  
Enforcement and Removal Operations  
United States Immigration and Customs Enforcement (ICE)  
Department of Homeland Security  
Potomac Center North (PCN)  
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**Social Security Administration Contacts:****Agreement and Computer Matching Issues**

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**Project Coordinator**

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

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**Aliens Removed (Who Leave Involuntarily) from the United States**

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**XVIII. Integration Clause**

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

**XIX. Authorized Signatures**

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

**SOCIAL SECURITY ADMINISTRATION**

BY \_\_\_\_\_

Monica Chyn  
Acting Deputy Executive Director  
Office of Privacy and Disclosure  
Office of the General Counsel

Date \_\_\_\_\_

BY \_\_\_\_\_

Mary Ann Zimmerman  
Acting Chair, Data Integrity Board  
Social Security Administration

Date \_\_\_\_\_

**DEPARTMENT OF HOMELAND SECURITY**

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

Date \_\_\_\_\_

BY \_\_\_\_\_  
Phil Miller  
Deputy Executive Associate Director  
Enforcement and Removal Operations  
U.S. Immigration and Customs Enforcement

Date \_\_\_\_\_

BY \_\_\_\_\_  
Jonathan R. Cantor  
Acting Chief Privacy and Freedom of Information Act Officer  
Department of Homeland Security  
Data Integrity Board Chair

Date \_\_\_\_\_

Attachment:  
Cost Benefit Analysis (with comparison chart)

**Cost Benefit Analysis (CBA)  
for  
Computer Matching Operation  
Between  
Social Security Administration (SSA) and Department of Homeland  
Security (DHS)  
(Match #1010)**

## Study Objective

The objective of this CBA is to determine the cost-effectiveness of the matching operation between SSA and DHS.

## Background

Under section 1611(f) of the Act, an individual is ineligible for Supplemental Security Income (SSI) (Title XVI) benefits for any month during all of which he or she is outside the United States (U.S.) (with one minor exception for certain children). Forty-two U.S.C. § 1382(f) and 20 Code of Federal Regulations (C.F.R.) § 416.1327. Section 1611(f) 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.

Section 202(n)(1)(A) of the Act (42 U.S.C. § 402(n)(1)(A)) prohibits payment of retirement or disability insurance benefits (Title II) 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 Immigration and Nationalization Act (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 DHS subsequently lawfully admits the NH to the U.S. 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 (Title II) 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.

Through this computer matching operation, DHS discloses two separate data files for SSA's use in making Federal benefit eligibility determinations for aliens who leave the United States or those DHS remove from the United States.

We examined these specific alerts:

- *18 Alert: SSI recipients absent from the U.S. for 30 days or more*

SSI recipients are required to tell SSA when they leave the U.S. for 30 or more consecutive days or a full calendar month. Although most recipients do report when they leave the U.S., some do not and continue receiving SSI payments while they are out of the country. SSA and DHS perform a monthly matching operation to identify those aliens who did not report their absence from the U.S. This matching operation generates an I8 diary for SSI recipients who leave the U.S. for 30 days or more.

- 3D Alerts: SSI Recipients and Retirement, Survivor and Disability Insurance (RSDI) removed from the U.S.

Aliens who DHS remove from the U.S. are not eligible for Title II or Title XVI benefits. DHS transmits removal listings to SSA. SSA matches the DHS data against the Master Beneficiary Record (MBR) and the Supplemental Security Record (SSR) monthly and sends 3D alerts for Title II matched cases to the Program Service Centers (PSC), and sends 3D alerts for Title XVI matched cases to the field offices (FO) for further development.

### **Study Methodology**

#### **Title XVI: Aliens who left the U.S. for 30 days or more (I8 Alerts)**

The Office of Data Exchange (ODX) analyzed the SSR for a sample of the 1,052 I8 alerted cases released in Fiscal Year (FY) 2015 to determine the amount of the recurring monthly payment that was suspended and the amount of retroactive overpayment attributable to the detection of recipients who left the U.S. for 30 days or longer. The findings from this analysis reflect the results from the FO development of the 1,052 I8 alerted cases.

#### **Title XVI: Aliens removed from the U.S. (3D Alerts)**

ODX analyzed the SSR for all 61 of the 3D alerted cases released in FY 2015 to determine the amount of the recurring monthly payment that was suspended and the amount of retroactive overpayment attributable to the detection of alien removals. The findings from this analysis reflect the results from the FO's development of the 61 3D alerted cases.

#### **Title II: Aliens removed from the U.S. (3D Alerts)**

ODX obtained the Social Security numbers (SSN) of all 126 Title II records with 3D removal alerts, which Systems released from March 2015 to September 2015. ODX analyzed the MBRs and the Disability, Railroad, Alien and Military Service (DRAMS) file records of the cases identified by the 3D removal alerts to determine the amount of recurring monthly benefits suspended due to the detection of the alien removals. The findings from this analysis reflect the results from the PSC development of the 126 3D alerted cases.

## **BENEFITS**

The benefits realized from the development of the alerts from this matching operation include the detection and recovery of retroactive overpayments and the avoidance of future overpayments through the suspension of recurring monthly payments.

### **Left the U.S. for 30 Days or More (18 Alerts)**

#### **Retroactive Overpayments**

We found retroactive overpayments in 26.7 percent of the Title XVI sample cases for aliens who **left the U.S.** The average retroactive overpayment per overpaid case was \$1,668. Projecting these results to the universe of Title XVI alerts released in FY 2015, we estimate 281 cases include overpayments and that the total overpayments detected from the match are \$468,708. 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 **\$304,660** in benefits.

Development of the match alerts also resulted in a suspension of the recurring monthly payment amount in about 3.6 percent of the Title XVI sample cases for aliens who **left the U.S.** The average suspended monthly payment amount was \$733. Projecting these results to the universe of cases, we estimate that 38 cases in FY 2015 had monthly benefits suspended totaling \$27,854. 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 **\$167,124** when projected to the universe of alerts released in FY 2015.

### **Removed from the U.S. (3D Alerts)**

We found retroactive overpayments for some of the Title II and Title XVI alerts for aliens 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 about 47.62 percent of the cases for aliens who DHS removed from the U.S. Projecting these results to the universe of FY 2015 alerts, we estimate that 60 cases include suspended monthly payments and that the average suspended monthly payment amount was \$842 for a total monthly benefit suspension of \$50,520. 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 **\$606,240** for the Title II alerts released in FY 2015.

The total estimated Title II savings from this matching operation are **\$606,240**. The total estimated Title XVI savings are **\$471,784**. The combined savings are **\$1,078,024**.

#### Costs

##### *The Matching Agreement and Operation*

Due to the nominal DHS costs associated providing this data to SSA, DHS waived recovery of any costs pursuant to the Economy Act (31 U.S.C. 1535). Therefore, there are no interagency agreement costs for this matching operation.

For this data exchange, the Office of Systems reported a cost of \$10,408.04. The costs for Title II are **\$6,950.50** and the costs for Title XVI are **\$3,457.54**.

##### *PSC/FO Alert Development*

The total development costs for the 126 Title II alerts are approximately \$4,590 and the total development costs for the 1,113 Title XVI alerts are approximately \$147,798. The combined development costs for the Title II and Title XVI alerts are **\$152,388**.

##### *Overpayment Development and Recovery Processing*

SSA also incurred costs for the development of incorrect payments and for overpayment recovery processing. The FY 2015 cost per Title XVI case, established by the Division of Cost Analysis in the Office of Financial Policy and Operations is \$68.45. Using \$68.45 for each overpaid recipient, the total additional development and recovery costs for 281 overpaid cases are **\$19,234**.

The total estimated costs incurred in conducting this matching operation are approximately **\$182,030**.

#### **Conclusion**

The benefits to the United States Treasury and the RSDI trust funds of this matching operation is the recovery of retroactive overpayments and the correction of those cases requiring a suspension of the monthly payment amount to prevent future overpayments.

For Title II, the benefits are \$606,240 with costs of \$11,541 resulting in a benefit-to-cost ratio of 52.5 to 1. For Title XVI, the benefits are \$471,784 with costs of \$170,490 resulting in a benefit-to-cost ratio of 2.77 to 1. Overall, the total benefits of this matching operation are \$1,078,024 with costs of \$182,030 resulting in a benefit-to-cost ratio of 5.92 to 1.

This matching operation is cost effective. Accordingly, we recommend the continuance of this matching activity.

**Cost Benefit Analysis (CBA)  
for  
Computer Matching Operation  
Between  
Social Security Administration (SSA) and Department of Homeland Security  
(DHS)  
(Match #1010)**

Number of Alerts Released in FY 2015: (TITLE II: REMOVED 126)  
(TITLE XVI: LEFT THE U.S. 1,052 AND REMOVED 61)

**BENEFITS**

**TITLE II TITLE XVI COMBINED**

**LEFT THE U.S. FOR 30+ DAYS: 18 Alerts  
Retroactive Overpayments**

Total number of alerts	---	1,052	1,052
Total number of cases with retroactive overpayments	---	281	281
Average Overpayment	---	\$1,668	\$1,668

**Computation**

Percentage of Alerts with Retroactive Overpayments = 281/1,052	---	26.7%	26.7%
Total Overpayment (Projected) = \$1,668 x 281 =	---	\$468,708	\$468,708
Amount Expected to Recover (65%) = \$468,708 x 65%	---	\$304,660	\$304,660

**Suspension of Monthly Payment Amount**

Total Number of Alerts	---	1,052	1,052
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**Computation (Left U.S.)**

Percentage of Cases with Suspended Monthly Benefits	---	3.6%	---
Total Number of Cases with Suspensions of Monthly Payment Amount (Projected)	---	38	38
Average Amount of Monthly Suspension	---	\$733	\$733
Total Suspended Amount = 38 x \$733 =	---	\$27,854	\$27,854
\$27,854 (Total Suspended Amount) x 6 months =	---	\$167,124	\$167,124

**REMOVED FROM THE U.S.**

**Suspension of Monthly Payment Amount**

Percentage of Alerts with Suspension of Monthly Payment	47.6%	---	47.6%
Total number of cases with suspension of monthly payment amount (Projected)	60	---	60
Average Suspended Monthly Payment Amount	\$842	---	\$842

**Computation**

Total Suspension of Ongoing Monthly Payments = \$842 x 60 =	\$50,520	---	\$50,520
Projected for 12 Months	\$606,240	---	\$606,240

<b><u>Total Benefits</u></b>	<b><u>\$606,240</u></b>	<b><u>\$471,784</u></b>	<b><u>\$1,078,024</u></b>
<b><u>COSTS</u></b>			
<b>Program Service Center Alert Development Costs for Title II Cases</b>			
Total number of alerts released FY 2015	126	---	---
Salary	\$91,800	---	\$91,800
Development Time per Alert (Minutes)	20.21	---	---
<b><u>Computation</u></b>			
20.21 minutes x 2.39 overhead	48.30	---	---
48.30 minutes x 126 alerts = (6086/60)/2080	0.05	---	---
.05 WY x \$91,800 (Salary)	\$4,590	---	---
<b><u>Field Office Alert Development Costs for Title XVI Cases</u></b>			
Total number of alerts released FY 2015	---	1,113	---
Salary	---	\$91,800	---
Development Time per Alert	---	90	---
<b><u>Computation</u></b>			
90 minutes x 2.01 overhead	---	\$180.90	---
\$180.90 minutes x 1,113 alerts = (201,342/60)/2,080	---	1.61	---
1.61 WY x \$91,800 (Salary)	--	\$147,798	---
<b><u>Overpayment Development and Recovery Costs</u></b>			
Costs per Title XVI Alert (DCBFM/Division of Cost Analysis)	---	\$68.45	---
Number of alerts with overpayment	---	281	---
<b><u>Computation</u></b>			
281 (alerts with overpayments) x \$68.45	---	\$19,234	---
<b><u>Costs</u></b>			
Systems Costs (Office of Systems)	\$6,951	\$3,458	\$10,408
PSC/FO Alert Development Costs	\$4,590	\$147,798	\$152,388
Overpayment Development/Recovery Processing Costs	---	\$19,234	\$19,234
<b><u>Total Costs (rounded)</u></b>	<b><u>\$11,541</u></b>	<b><u>\$170,490</u></b>	<b><u>\$182,030</u></b>
<b><u>BENEFIT-TO-COST RATIO</u></b>	<b><u>52.5:1</u></b>	<b><u>2.77:1</u></b>	<b><u>5.92:1</u></b>

**SSA/DHS Match #1010 Fiscal Years (FY) 2012 and 2015 Title XVI Field Office  
Development Costs Comparison Table (2/2/2017)**

	<b>FY 2012</b>	<b>FY 2015</b>
<b>Number of Alerts</b>	676	1,113
<b>Salary</b>	\$89,466	\$91,800
<b>Overhead</b>	1.94	2.01
<b>Alert Development Time Per Alert</b>	82.6	90
<b>Total Workyears for Alert Development</b>	.87	1.61
<b>Development Cost Per Alert</b>	\$115.14	\$132.79
<b>Total Cost for FY</b>	\$77,835	\$147,798