

MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
AND
[INSERT NON-FEDERAL USER AGENCY]

I. PARTIES.

The parties to this Systematic Alien Verification for Entitlements (SAVE) Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the *Insert User Agency* (User Agency).

II. AUTHORITY.

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

Privacy Act, 5 U.S.C. § 552a, as amended.

The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et.seq. as amended.

Real ID Act of 2005, Pub. L. No. 109-13, 119 Stat. 231, as amended. **Applies to DMVs. Delete if inapplicable. If used also cite to: 6 C.F.R. 37.13(b)(1), as amended.**

Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, 124 Stat. 119, as amended. **Applies to HHS/CMS Only agencies. Delete if inapplicable.**

FAA Extension, Safety and Security Act of 2016, Pub. L. No. 114-190, 130 Stat. 615, § 3405(d). **Applies only to Airport Operators. Delete if inapplicable.**

Cite to specific provisions of the legal authority governing the benefit and any other applicable regulatory or statutory provisions that apply.

Pursuant to the requirements of the Office of Management and Budget (OMB) Circular A-97, which establishes the President’s guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et. seq., as amended, the User Agency certifies that it cannot procure the citizenship and immigration information verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

III. PURPOSE.

The purpose of this MOA is to establish the terms and conditions for the User Agency’s participation in SAVE to verify the citizenship and immigration information of non-citizen and naturalized or derived U.S. citizen applicants (applicant) applying for **Insert Benefits(s)** (benefit). SAVE will provide information to the User Agency by:

- 1) Initial response (initial verification) to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures, where applicable.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Provide to the User Agency, in a manner determined by DHS-USCIS, an immigration and naturalized or derived citizenship information verification system under SAVE;
- (2) Respond to properly submitted verification requests from the User Agency by providing the limited information noted in the **PURPOSE** section above;
- (3) Process and respond to properly submitted additional verification requests from the User Agency. Response time to additional verification requests may vary depending upon DHS-USCIS workload, available resources, and the applicant’s specific circumstances;
- (4) Provide to the User Agency operating instructions necessary for the User Agency to designate users within the Agency;
- (5) Provide to the User Agency SAVE point of contact information for questions or problems regarding the User Agency’s participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration information;
- (7) Recover no more than its actual costs. The total estimated cost of the agreement is specified in the initial USCIS Anticipated Collections from Non-Federal Sources Addendum (ACA Addendum) and each subsequent annual ACA Addendum. DHS-

USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the ACA Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

- (8) Bill and collect reimbursements for SAVE usage by submitting invoices to the User Agency's payment office at the address specified on the most recent ACA Addendum with a copy furnished to the User Agency POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and
- (9) Promptly initiate year-end and closeout adjustments once final costs are known.

B. User Agency agrees to:

- (1) System Use.
 - (a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (for example, alien registration number/USCIS number) required by SAVE;
 - (b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and relates to the applicant;
 - (c) Provide the information SAVE requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship information, including: (1) information from the applicant's immigration or naturalization documentation for initial automated verification; (2) additional information obtained from the applicant's immigration or naturalization documentation for automated additional verification; and (3) scanned documents and other electronically submitted information required for manual additional verification. User Agency consents to electronic-only submission of all verification requests and additional information, including all information submitted for SAVE additional verification (formerly submitted on paper Forms G-845 and G-845 Supplement). SAVE will reject non-electronic (such as paper or fax) verification requests and information submissions;

- (d) Ensure and report to DHS-USCIS that, before using SAVE and whenever subsequently required by DHS-USCIS (for example, for SAVE system enhancements), all users performing verification procedures complete SAVE-required training including: reviewing the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA, as updated;
- (e) Ensure users are provided with, maintain, and use SAVE user IDs only while they need them to perform verification procedures and promptly terminate the user's access if the user separates from the User Agency or otherwise no longer needs SAVE access;
- (f) Ensure all users performing verification procedures only use SAVE with respect to verification of applicant immigration and naturalized or derived citizenship information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;
- (g) Ensure that all users performing verification procedures have contact information for SAVE and DHS-USCIS;
- (h) Ensure all users perform any additional verification procedures SAVE requires and/or the applicant requests after the User Agency initiates a verification request;
- (i) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons applying for the benefit issued by the User Agency, and limit use of such information in accordance with this and all other provisions of this MOA;
- (j) Comply with the requirements of the Federal Information Security Modernization Act of 2014 (Pub. L. No. 113-283, as amended) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;
- (k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;¹

¹ Each applicant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of www.uscis.gov.

- (l) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;
 - (m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of SAVE based upon the national origin, color, race, sex, religion, or disability of the applicant;
 - (n) Provide all applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS (see Records: Fast Facts For Benefit Applicants, on the SAVE and USCIS websites) so that such individual may correct their records in a timely manner, if necessary;
 - (o) Provide all applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the User Agency’s existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and
 - (p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.
- (2) Monitoring and Compliance.
- (a) Provide DHS-USCIS with the current e-mail, U.S. postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency’s participation in SAVE and with notification of changes in the benefit offered by the User Agency;
 - (b) Notify DHS-USCIS immediately whenever there is reason to believe a violation of this MOA has occurred;
 - (c) Notify DHS-USCIS immediately whenever there is reason to believe a breach of personal information has occurred pursuant to OMB Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” or applicable successor guidance;
 - (d) Allow DHS-USCIS to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency,
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including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

- (e) Allow DHS-USCIS to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;
- (f) Allow DHS-USCIS to perform audits of User Agency's user IDs use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow DHS-USCIS to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;
- (h) Allow DHS-USCIS to monitor SAVE access and usage and to assist SAVE users, as necessary, to ensure compliance with the terms of this MOA and SAVE requirements by its authorized employees, agents or designees; and
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every DHS-USCIS written finding including but not limited to those regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE procedures or other applicable law, regulation or policy.

(3) Reimbursement.

- (a) The User Agency certifies that it has obligated at least the amount specified on the initial ACA Addendum and will promptly provide DHS-USCIS an additional ACA Addendum each subsequent year. The User Agency further certifies that, each fiscal year, it will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation for the coming year and reflect that amount in each ACA Addendum. If the User Agency needs to add funds to the MOA it may do so through a unilateral modification of the ACA Addendum.
- (b) Pay the transaction charges reflected on the SAVE website, which along with methods of payment are subject to change upon prior written notification to the User Agency.
- (c) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance.
- (d) If the User Agency pre-pays for its usage, it shall submit the entire committed

amount before being allowed access to SAVE.

- (e) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5 for each of the first two months of delinquency and \$10 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) To any accrued penalty and handling charges; (2) To any accrued interest; and (3) To outstanding principal. Failure to timely pay may result in suspension or termination of services.

V. POINTS OF CONTACT.

USCIS SAVE - U.S. Citizenship and Immigration Services, Department of Homeland Security, Attn: SAVE Operations, 5900 Capital Gateway Drive, Mail Stop 2620, Camp Springs, MD 20588-0009, (877) 469-2563. E-mail: SAVEregistration@uscis.dhs.gov.

USER AGENCY- *[Insert Name, Title, Address, Phone Number, E-mail]*

VI. OTHER PROVISIONS.

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the applicant's eligibility for the benefit.

(C) Criminal Penalties.

- (1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.
- (2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

(D) Third Party Liability.

- (1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.
- (2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between SAVE and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA and its addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA (for example, ACA Addendum and transaction charges).

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30-day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

VII. EFFECTIVE DATE.

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

VIII. MODIFICATION.

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and its addenda constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement.

(B) DHS-USCIS may accomplish unilateral administrative modifications to revise transaction charges, points of contact and methods of payment, effective upon prior written notification to the User Agency. The User Agency may accomplish a unilateral administrative modification to add funds to the MOA through a revised ACA Addendum, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

IX. TERMINATION.

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA, and thereby the User Agency's use of SAVE, without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Non-Federal Government Agency **Sample** Draft
Predecisional Working Document – Subject to Review and Revision at DHS-USCIS Discretion

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated addenda, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

Insert Name
Chief, SAVE
U.S. Citizenship and Immigration Services
Department of Homeland Security

Insert Name
Insert Title
Insert Agency

Date

Date