

Sample “DECOR Employer Letter”

Social Security Administration
Retirement, Survivors, and Disability Insurance
 Request for Employer Information

Social Security Administration
 Data Operations Center
 P.O. Box 39
 Wilkes-Barre, PA 18767-0039

Date:

Sequence Number:

Employer Number:

We are writing to you about your Wage and Tax Statement (W-2) or Corrected Wage and Tax Statement (W-2c) for the employee shown below. Please complete the information on the back of this letter and return it to us promptly. We cannot put these earnings on the employee's Social Security record until the name and Social Security number you reported agree with our records.

Employee's Name:
Social Security Number:
Reported Earnings:
Tax Year:

The reasons the reported information does not agree with our records may include, but are not limited to:

- Typographical errors
- Incomplete or blank name reported
- Incomplete or blank Social Security Number (SSN) reported
- Name changes

This letter does not imply that you or your employee intentionally provided incorrect information about the employee's name or SSN. It is not a basis, in and of itself, for you to take any adverse action against the employee, such as laying off, suspending, firing, or discriminating against the individual. Any employer that uses the information in this letter to justify taking adverse action against an employee may violate state or Federal law and be subject to legal consequences. Moreover, this letter makes no statement about your employee's immigration status.

For Spanish-speaking individuals: Esta carta no implica que usted ni su empleado intencionalmente proveyeron información incorrecta sobre el nombre o número de Seguro Social del empleado. El hecho de que usted haya recibido esta carta no constituye una razón, de por sí, para que usted tome alguna acción adversa contra el empleado, tal como suspenderlo, despedirlo o discriminar contra el individuo. Cualquier empleador que use la información en esta carta para justificar una acción adversa contra un empleado puede encontrarse en violación de la ley estatal o federal, y estar sujeto a enfrentar consecuencias legales. Además, esta carta no hace ninguna declaración sobre el estado de inmigración de su empleado.

Esta carta pide información sobre las ganancias que usted informó por su número de teléfono gratis, 1-800-772-1213, de 7 a.m. a 7 p.m. de lunes a viernes.

Please See Reverse

REQUEST FOR EMPLOYER INFORMATION (Please Print-- Use Black Ink or #2 Pencil)

1. Name shown on the employee's Social Security card:

FIRST	M.I.	LAST
-------	------	------

2. Social Security number on the employee's card: - -

3. Do the earnings reported belong to this employee? Yes No (Explain)

4. Has the employee ever used another name? No Yes (Give other names used)

FIRST	M.I.	LAST
-------	------	------

5. Does the employee still work for you? Yes No (Give full last known address)

ADDRESS

CITY	STATE	ZIP
------	-------	-----

6. Daytime phone number where you can be reached _____

THIS IS WHAT YOU NEED TO DO

1. Compare the information shown above to your employment records.
2. If the records match, ask the employee to give you the name and Social Security number exactly as it appears on the employee's Social Security card. (While the employee must furnish the SSN to you, the employee is not required to show you the Social Security card. But, seeing the card will help ensure that all records are correct.)
3. If the employee's Social Security card does not show the employee's correct name or Social Security number, or if the employee needs to report a name change or replace a lost Social Security card, have the employee contact any Social Security office.
4. If you or the employee have been using an incorrect name or Social Security number, you must correct it.
5. Fill in the information above and return this letter in the enclosed envelope. (Do not attach a Form W-2c to this letter.)

If you have any questions, you may call us toll-free at 1-800-772-6270 from 7 a.m. to 7 p.m., Monday through Friday, Eastern time. If you call an office, please have this letter with you. It will help us to answer your questions.

Carolyn L. Simmons
Associate Commissioner for
Central Operations

Enclosure:
Envelope

See Next Page
4002-05

DO NOT RETURN THIS PAGE**POINTERS FOR CORRECT REPORTING**

- 1) The Internal Revenue code requires an employer to include each employee's Social Security number when filing returns, such as the W-2 Wage and Tax Statements. The employer identification number must also appear on such returns.
- 2) Ask for the employee's Social Security number and explain that the law requires the employee to give the number although (s)he may be ineligible for benefits.
- 3) Include the middle initial if shown on the employee's Social Security card.
Format: John C. Smith.

THE PRIVACY ACT

Section 205(a) of the Social Security Act allows us to ask for the information on this letter. The information you give us will be used to give the employee credit for the correct amount of wages. You do not have to complete this letter. However, if you do not, we cannot give the employee credit for the correct amount of wages. We may give this information to the Internal Revenue Service for tax administration purposes or to the Department of Justice for investigating and prosecuting violations of the Social Security Act.

We may also use the information you give us when we match records by computer. Matching programs compare our records with those of other Federal, State or local government agencies. Many agencies may use matching programs to find or prove that a person qualifies for benefits paid by the Federal government. The law allows us to do this even if you do not agree to it. Explanations about these and other reasons why information you provide us may be used or given out are available in Social Security offices. If you want to learn more about this, contact any Social Security office.

PAPERWORK REDUCTION ACT STATEMENT

This information collection meets the clearance requirements of 44 U.S.C. section 3507, as amended by section 2 of the **Paperwork Reduction Act of 1995**. You are not required to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take you about 10 minutes to read the instructions, gather the necessary facts, and answer the questions.

1 WHEREAS, Nearly one-third of San Franciscans are immigrants, and immigrant San
2 Franciscans contribute to several key industries, including hotels and restaurants,
3 construction and building trades, health care, and janitorial services; and

4 WHEREAS, These industries, the people they serve, and San Francisco's
5 economy would be jeopardized by the loss of immigrant jobs in the wake of fear and
6 confusion caused by the new and unclear enforcement of this rule; now, therefore, be it

7 RESOLVED, San Francisco opposes the Department of Homeland Security's
8 proposed rule on the use of Social Security Administration "no-match" letters to enforce
9 immigration law, entitled "Safe Harbor Procedures for Employers Who Receive a No-Match
10 Letter" and urges DHS to withdraw this confusing and unfair rule; and, be it

11 FURTHER RESOLVED, That the City and County of San Francisco requests that its
12 federal representatives advocate against this proposed rule; and, be it

13 FURTHER RESOLVED, That, upon receipt of a "no-match" letter, the City and
14 County of San Francisco will take no adverse action against any city employee listed on the
15 letter, including firing, laying off, suspending, retaliating, or discriminating against any such
16 employee, and that the City and County of San Francisco will not ask any employee to
17 provide documentation to re-verify immigration status, except as required by law; and, be it

18 FURTHER RESOLVED, That the City and County of San Francisco will continue to
19 comply with all legal requirements, will provide the employee with a copy of any "no-match"
20 letter received, will prepare W-2c forms (Corrected Wage and Tax Statement) for any records
21 we are able to correct and, for any record we are unable to correct, will instruct the employee
22 to work directly with the Social Security Administration to make any necessary corrections.
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2006-_____

INTRODUCED BY:

A RESOLUTION

DECLARING A POLICY OF NON-DISCRIMINATION UPON RECEIPT OF
A “NO-MATCH” LETTER FROM THE SOCIAL SECURITY ADMINISTRATION.

WHEREAS, the governing body of the city of Santa Fe has declared a policy of non-discrimination on the basis of a person’s national origin, and that the City of Santa Fe will be a community where all persons will be treated equally, with respect and dignity, regardless of immigration status; and

WHEREAS, the Social Security Administration has sent to certain employers located in the City of Santa Fe so-called “No-Match” letters indicating that an employee’s name and social security number as reported by the employer do not match; and

WHEREAS, most discrepancies between social security and employer records are due to marriage, divorce, clerical errors or name changes; and

WHEREAS, these letters are advisory, do not indicate any wrongdoing by either employer or employee, specifically state that they do not constitute any sort of notice of possible immigration violations, and are meant only to inform the workers and insure that their earnings are properly credited so that they will be entitled to collect Social Security monies at the appropriate time; and

WHEREAS, the Social Security administration is not an enforcement agency but, rather, a service agency charged with providing benefits to our nation’s workers; and

WHEREAS, the “No-Match” letters can possibly be used by some employers to summarily fire, intimidate, harass and threaten employees; and

WHEREAS, the “No-Match” letters have been used by some employers both to take advantage of workers and to mitigate the efforts of labor organizations to obtain better wages and/or improve working conditions; and

WHEREAS, the “No-Match” letters contain strong language warning employers not to take adverse action against workers based on having received the SSA letter alone, and that any employer that uses the information in the letters to justify taking adverse action against an employee may violate state or Federal law and be subject to legal consequences, and

WHEREAS, employers comply with immigration law by asking their employees, within three days of being hired, to produce facially valid documents to verify their identities and authorization to work in the United States, and to fill out an INS Form I-9; and

WHEREAS employers, after receiving “No-Match” letters, who ask employees about their immigration status or insist that they re-verify their authorization to work in the United States may be violating the “document abuse” prohibition and anti-discrimination provisions of the Immigration Reform and Control Act;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, upon receipt of a “No-Match” letter, the City of Santa Fe will take no adverse action against any city employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, and that the City of Santa Fe will not ask any employee, either orally or in writing, to provide documentation to re-verify immigration status, except as required by law.

AND BE IT FURTHER RESOLVED that the City of Santa Fe will provide labor organizations with copies of any and all “No-Match” letters received and that, if interviews with employees are required, the City will notify local labor organizations.

AND BE IT FURTHER RESOLVED that the City of Santa Fe will continue to comply with all legal requirements, will provide the employee with a copy of any “No-Match” letter received, will prepare W-2c forms (Corrected Wage and Tax Statement) for any records we are able to correct and, for any record we are unable to correct, will instruct the employee to deal directly with the Social Security Administration to make any necessary corrections.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2006.

DAVID COSS, MAYOR

ATTEST:

YOLANDA VIGIL, CITY CLERK

APPROVED AS TO FORM:

FRANK D. KATZ, CITY ATTORNEY

**BASIC EMPLOYMENT VERIFICATION PILOT
DESIGNATED AGENT
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security, _____ (Name of the Employer), and _____ (the Designated Agent) who will be conducting Basic Pilot verification procedures under this Memorandum of Understanding for the Employer by executing the attached Agency Agreement.

_____ (Name of the Employer) agrees that it shall be liable for any errors, omissions, or violations of law or of this MOU committed by _____ (the Designated Agent) while acting as its agent.

The Basic Pilot is a pilot program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the Basic Pilot is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the Basic Pilot. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the Basic Pilot.

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3. The SSA agrees to safeguard the information provided by the Employer through the Basic Pilot procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the Basic Pilot or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with such Department of Homeland Security automated verification as may be necessary) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to SSA, unless it determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer, and completion by the Employer of SSA verification procedures required prior to initiation of Department of Homeland Security verification procedures, the Department of Homeland Security agrees to provide the Employer access to selected data from the Department of Homeland Security's ASVI database to enable the Employer to conduct automated verification checks on newly hired alien employees by use of a personal computer and modem.
2. The Department of Homeland Security agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the Basic Pilot. The Department of Homeland Security agrees to provide the Employer names, titles, addresses, and telephone numbers of Department of Homeland Security representatives to be contacted during the Basic Pilot, including one or more individuals in each Department of Homeland Security district office covering an area in which the Employer hires employees covered by this MOU.
3. The Department of Homeland Security agrees to provide to the Employer a manual containing instructions on Basic Pilot policy, procedures and requirements for both SSA and Department of Homeland Security, including restrictions on use of Basic Pilot procedures (the Basic Pilot Manual). The Department of Homeland Security agrees to provide training materials on the Basic Pilot.
4. The Department of Homeland Security agrees to provide to the Employer a notice, which indicates the Employer's participation in the Basic Pilot. The Department of Homeland Security also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

**DESIGNATED AGENT
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5. The Department of Homeland Security agrees to issue the Employer an access code, user identification number, and password that will permit the Employer to verify information provided by alien employees with Department of Homeland Security 's ASVI database.

6. The Department of Homeland Security agrees to safeguard the information provided to the Department of Homeland Security by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the Basic Pilot, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the INA and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. The Department of Homeland Security agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. The Department of Homeland Security agrees to establish a means of secondary verification (including updating Department of Homeland Security records as may be necessary) for employees who contest Department of Homeland Security tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to the Department of Homeland Security, unless it determines that more than 10 days may be necessary. In such cases, the Department of Homeland Security will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by the Department of Homeland Security in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and the Department of Homeland Security the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding the Basic Pilot.

3. The Employer agrees to become familiar with and comply with the Basic Pilot Manual.

4. The Employer agrees that all Employer Representatives performing employment verification queries will complete the Basic Pilot Computer Based Tutorial (CBT). The Employer also agrees that upon completion of the CBT the Employer's Representative(s) will provide the Confirmation Code to the Department of Homeland Security Contractor to activate access to the Designated Agent Basic Pilot system.

5. The Employer agrees to comply with established Form I-9 procedures, with one exception: When an employee presents a "List B" identity document, the Employer agrees that it will only

**BASIC EMPLOYMENT VERIFICATION PILOT
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accept "List B" documents that contain a photograph. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity).

6. The Employer understands that participation in the Basic Pilot does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in the Basic Pilot: (1) identity documents must have photographs, as described in paragraph 5 above; (2) a rebuttable presumption is established by section 403(b) of IIRIRA that the Employer has not violated section 274A(a)(1)(A) of the INA with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of the Basic Pilot; (3) the Employer must notify the Department of Homeland Security if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify the Department of Homeland Security of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in the Basic Pilot shall be civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. The Department of Homeland Security reserves the right to conduct Form I-9 compliance inspections during the course of the Basic Pilot, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate the Basic Pilot verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the Basic Pilot process as are necessary according to the Basic Pilot Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer will use the SSA verification procedures first, and will use the Department of Homeland Security verification procedures only as directed by the SSA verification response.

8. The Employer agrees not to use the Basic Pilot procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use the Basic Pilot procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use Basic Pilot procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use the Basic Pilot procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and Department of Homeland Security information pursuant to this MOU.

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9. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or the Department of Homeland Security is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or Department of Homeland Security automated verification to verify work authorization, or a tentative nonconfirmation, does not mean, and should not be interpreted as, an indication that the employee is not work authorized.

10. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing to hire eligible employees because of their foreign appearance or language, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in the Basic Pilot. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the verification number on the employee's Form I-9 or to print the screen containing the verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from the SSA or the Department of Homeland Security pursuant to the Basic Pilot and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who need it to perform the Employer's responsibilities under this MOU.

13. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to allow the Department of Homeland Security and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing Basic Pilot-related records, i.e., Forms I-9, SSA Transaction Records, and Department of Homeland Security verification records, that were created during the Employer's participation in the Basic Pilot Program. In addition, for the purpose of evaluating the Basic Pilot, the Employer agrees to allow the Department of Homeland Security and SSA or their authorized agents or designees, to interview it regarding its experience with the Basic Pilot, to interview employees hired during the Basic Pilot concerning their experience with the pilot, and to make employment and Basic Pilot-

**DESIGNATED AGENT
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related records available to the Department of Homeland Security and the SSA, or their designated agents or designees.

ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

1. The Employer will refer individuals to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the transaction code, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
2. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using the Basic Pilot procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation.
3. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA (other than the Social Security Number Card).

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. The Employer agrees to refer individuals to the Department of Homeland Security only when the verification response received from the Department of Homeland Security automated verification process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
2. If the Employer receives a tentative nonconfirmation from the Department of Homeland Security, the Employer will record the verification code and date on the Form I-9 or print the screen showing the verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the Department of Homeland Security to resolve the discrepancy within 8 Federal Government work days, using Basic Pilot procedures. The Department of Homeland Security will electronically transmit the result of the referral to the Employer within 10 Federal government work days of the referral.

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ARTICLE IV

SERVICE PROVISIONS

The SSA and the Department of Homeland Security will not charge the Employer for verification services performed under this MOU. The Employer shall be responsible for providing equipment needed to make inquiries. Equipment needed for participation in the Basic Pilot includes a personal computer with a modem.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the Department of Homeland Security conduct the Basic Pilot unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the Department of Homeland Security may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or the Department of Homeland Security that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and Department of Homeland Security responsibilities under this MOU may be performed by contractor(s).

Nothing in this MOU 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 against _____, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to the Basic Pilot or this MOU, whether civil or criminal, and for any liability therefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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DESIGNATED AGENT
MEMORANDUM OF UNDERSTANDING**

The foregoing constitutes the full agreement on this subject between the SSA, the Department of Homeland Security, the Employer, and the Designated Agent.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, SSA, and the Department of Homeland Security respectively.

Employer

Name (Please type or print)

Title

Signature

Date

Designated Agent

Name (Please type or print)

Title

Signature

Date

Social Security Administration

Name (Please type or print)

Title

Signature

Date

Department of Homeland Security – SAVE Program

Name (Please type or print)

Title

Signature

Date

**INFORMATION REQUIRED
FOR THE BASIC PILOT DESIGNATED AGENT PROGRAM**

Please complete a separate information sheet for each site that will be performing employment verification queries:

Information relating to your **Company**:

Company Name: _____

Company Address for Federal Express: _____

City State Zip Code

Company Address for Regular Mail: _____

City State Zip Code

County or Parish: _____ Employer Identification Number: _____

Standard Industry Code (if known): _____

NOTE: Please provide your Standard Industrial Classification Code (SIC code). If you do not know the SIC code, please write in what service and product type, your company provides (i.e., manufacturing, wholesale/retail trade, construction, mining, or agriculture).

Number of Employees: _____ Number of Sites Verified for: _____

Are you currently participating in an employment verification pilot? Yes No

If you checked yes, which pilot are you participating in? _____

Information relating to the **Person(s) Who Will Perform the Queries**:

User's Name(s): _____

User's Telephone Number(s): _____

User's Fax Number(s): _____

User's E-mail Address: _____

Information relating to a **Point of Contact** for your Company on policy questions or operational problems:

Name: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Regular Mail Address: _____

**BASIC EMPLOYMENT VERIFICATION PILOT
DESIGNATED AGENT
MEMORANDUM OF UNDERSTANDING**

AGENCY AGREEMENT

1. This is an Agency Agreement between _____ (Employer) and _____ (Designated Agent) to hereby designate and appoint _____ (Designated Agent), including its officers and employees, as the Employer's designated agent for the purposes of carrying out the Employer's responsibilities under the Memorandum of Understanding (the MOU) between the Employer, the Social Security Administration (SSA), and the Department of Homeland Security relating to the Employer's participation in the Basic Employment Verification Pilot Program.
2. The MOU is hereby incorporated by reference in this Agency Agreement as if fully set forth herein.
3. _____ (Designated Agent) agrees that it shall be bound by the MOU to the same extent as the Employer.
4. The Employer agrees that it shall be liable as principal for any errors, omissions, or violations of law or of the MOU committed by _____ (Designated Agent) while acting as the Employer's agent pursuant to this Agency Agreement.
5. _____ (Designated Agent) agrees that it shall be liable for any errors, omissions, or violations of law or of the MOU committed by it while acting as the Employer's agent pursuant to this Agency Agreement.
6. _____ (Designated Agent) shall not participate in the Basic Pilot as the agent of the Employer until this Agency Agreement has been fully executed and a signed copy provided to the Department of Homeland Security. _____ (Designated Agent) shall participate in the Basic Pilot as the agent of the Employer only as long as this Agency Agreement is in effect.
7. This Agency Agreement shall be in effect as long as the MOU is in effect, unless the Agency Agreement is amended by written agreement of the parties, or terminated by one party upon at least 30 days prior written notice to the other party and to SSA and the Department of Homeland Security. The Agency Agreement may not be amended without the prior written approval of the SSA and the Department of Homeland Security. Termination of the MOU shall terminate this Agency Agreement.

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MEMORANDUM OF UNDERSTANDING**

AGENCY AGREEMENT

8. Other matters between the Employer and _____ (Designated Agent) may be the subject of separate agreement. No other agreement between the Employer and _____ (Designated Agent), however, shall modify the terms of this Agency Agreement (except for future amendment of the Agency Agreement with the prior written approval of the SSA and the Department of Homeland Security pursuant to Paragraph 7 above). To the extent any other agreement between the Employer and _____ (Designated Agent) contradicts, or is inconsistent with this Agency Agreement, the Agency Agreement shall control.

The individuals whose signatures appear below bind _____ (Employer) and _____ (Designated Agent) to this Agency Agreement.

Employer

Name (Please type or print)

Title

Signature

Date

Designated Agent

Name (Please type or print)

Title

Signature

Date

**INFORMATION REQUIRED
FOR THE *DESIGNATED AGENT* BASIC PILOT PROGRAM**

Please provide the following information for your company (please attach a list of all company sites for which the Designated Agent will be performing verifications):

Information relating to Employer's Company:		
Company Name:	_____	
Company Address:	_____	
	(Exact Street Address Required for Federal Express Delivery)	
	_____	_____
	City	State
		Zip Code
County:	_____	
Employer Identification Number:	_____	
Standard Industry Code (if known):	_____	
NOTE: Please provide your Standard Industrial Classification Code (SIC code). <u>If you do not know the SIC code, please write in what service and product type, your company</u> provides (i.e., manufacturing, wholesale/retail trade, construction, mining, or agriculture).		
Number of Employees:	_____	

INSTRUCTIONS FOR COMPLETING THE DESIGNATED AGENT MOU

To complete the Designated Agent Memorandum of Understanding:

1. Fill in the blanks related to the Designated Agent
2. Sign on the Designated Agent signature line on page 8
3. Fax the Signature Page and Company information page to the INS SAVE Program at (202) 514-9981

After INS receives the MOU and Department of Homeland Security and SSA sign it, the MOU will be sent to our contractor for processing. You should receive your package of Designated Agent materials within 2-weeks via Federal Express.

The Department of Homeland Security will provide 10 copies of the signed Memorandum of Understanding and the Agency Agreement for your use. Please make sure you have enough "clean" copies on hand when bringing on new clients.

In order to bring on a client, your company and the client company must:

1. Sign the Agency Agreement. This includes the Client & Designated Agent Signature Page and the Client Information Page.

**BASIC EMPLOYMENT VERIFICATION PILOT
DESIGNATED AGENT
MEMORANDUM OF UNDERSTANDING**

The individuals whose signatures appear below had ABC Corp (Employee) and LABC Corp (the Agency) sign.

Employee

Name (Please type or print) _____ Date _____

Signature _____ Title _____

Designated Agent - LABC Corp

Name (Please type or print) _____ Date _____

Signature _____ Title _____

Signature Page

**INFORMATION FROM EMPLOYER
FOR THE DESIGNATED AGENT BASIC PILOT PROGRAM**

Please provide the following information for your company (please attach a list of all company sites for which the Designated Agent will be performing verification):

Information relating to Employer's Company:

Company Name: _____

Company Address: _____
(Street Number - Street/City/State/Zip Code)

City: _____ State: _____ Zip Code: _____

County: _____

Employer Identification Number: _____
(Standard Industry Code (if known)) _____

NOTE: If you do not have this number, please indicate the industry, size, company specialty (i.e., manufacturing, wholesaler/retail trade, construction, mining or agriculture) and the product type.

Number of Employees: _____

Company Information Page

2. Sign the Client Section of the original Signature Page.
3. Fax the original Signature Page, and the Agency Agreement to the Department of Homeland Security SAVE Program at (202) 514-9981

Once Department of Homeland Security receives the completed documentation, your company will be issued an access code for each new client site.

Important Notice for Designated Agents

New clients must be located in one of the following Basic Pilot states – California, Florida, New York, Nebraska, Illinois or Texas. However, once you have signed up a client site in one of these states, their additional hiring sites across the country can be brought on. For example, XYZ Corp signs up their Texas site first. Then they sign up additional sites located in Arkansas, Maryland, and Utah.

Please note, that if a client does NOT have a site located in one of the Basic Pilot states, then they are not eligible to participate in the program.