

MEMORANDUM OF UNDERSTANDING
Between the
United States Department of Homeland Security,
U.S. Citizenship and Immigration Services and the
Gwinnett County Board of Commissioners

I. PARTIES

This Memorandum of Understanding (MOU) constitutes an agreement between the United States Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS) and the Gwinnett County Board of Commissioners (User Agency).

II. PURPOSE

A. This MOU allows and governs the participation of the User Agency in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) program for the purpose of verifying citizenship and immigration status information of non-citizens, and certain U.S. citizens, who are applying for assistance through programs that have federal funding through the U.S. Department of Housing and Urban Development issued by the User Agency. The limited data provided to the User Agency will include:

1) Initial response (initial verification) by SAVE to an online inquiry by the User Agency;
and

2) Additional verification procedures where applicable.

Initial verification and the additional verification procedures will provide the User Agency limited access to information contained in the Verification Information System (VIS) database to verify the alien registration number (A-number), arrival/departure record (I-94), and other citizenship and immigration status information of persons who are applying for assistance through programs that have federal funding through the U.S. Department of Housing and Urban Development issued by the User Agency.

B. This MOU describes the responsibilities of DHS-USCIS and the User Agency for verifying citizenship and immigration status information and properly safeguarding, using, maintaining, and disclosing data transferred pursuant to the SAVE procedures set forth in this MOU and other SAVE program policy directives. Authorized employees and/or contractor personnel of DHS-USCIS and the User Agency will carry out the requirements of the MOU.

C. The User Agency certifies that it cannot procure the immigration status verification services requested pursuant to this MOU reasonably and expeditiously through ordinary business channels.

III. LEGAL AUTHORITIES

The authorities provided for in this MOU include, but are not limited to, the following:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 100 Stat. 2105

Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100 Stat 3359

Homeland Security Act of 2002, Title II-Information Analysis and Infrastructure Protection

Privacy Act, 5 U.S.C. section 552a

Real ID Act of 2005, Pub. L. No. 109-13, 119 Stat. 231, as amended. *DMVs*

SB 529 – Georgia General Assembly; Georgia Security/Immigration Compliance Act of 2006; Amends Official Code of Georgia Annotated

IV. IMPLEMENTATION

A. DHS-USCIS agrees to:

1. Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and certain citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS), as described at 72 Federal Register 17569 (April 9, 2007);
2. Respond through VIS to inquiries from the User Agency by verifying the current immigration status of each alien applicant to the User Agency, as available;
3. Provide to the User Agency operating instructions necessary to use VIS, a sufficient number of verification User IDs to assure the effective implementation of the verification procedures, and instructions for obtaining necessary system access codes;
4. Provide the User Agency with the names, addresses, and telephone numbers of contact persons within the SAVE Program and its contractor who can be contacted regarding any questions or problems which arise in connection with the User Agency's participation in SAVE;
5. Process and respond to additional verification requests submitted by the User Agency through VIS or on Form G-845 (Document Verification Request). Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the applicant's specific circumstances;

6. Provide the User Agency a copy of Form G-845, which may be reproduced and/or computer-generated without prior DHS-USCIS approval; and
7. Provide to the User Agency training and information regarding initial and additional verification, relevant DHS-USCIS policy, safeguards regarding data, and DHS-USCIS administration of status verification.

B. The User Agency agrees to:

1. Provide to the SAVE Program available information necessary to verify alien applicants' immigration status, including (a) the alien registration number for initial verification, (b) additional information obtained from the alien's immigration documentation for automated additional verification, and (c) completed Forms G-845, copies of documents, and other information required for manual additional verification;
2. Provide the SAVE Program with the names, addresses, and telephone numbers of contact persons within the User Agency regarding any questions or problems which may arise in connection with the User Agency's participation in SAVE;
3. Pay any and all required fees for the provision of access to the SAVE database as set forth in section VII of this MOU;
4. Address and resolve all lawful requirements and recommendations regarding each and every finding of waste, fraud, abuse, or any misuse of the system, including but not limited to non-compliance with this MOU, SAVE Program procedures, or any applicable law, regulation, or policy;
5. Respond to all findings made by SAVE Monitoring and Compliance and take corrective measures as necessary to comply with all lawful requirements and recommendations;
6. Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is probable cause to believe a violation of this MOU has occurred;
7. Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is probable cause to believe an information breach has occurred as a result of User Agency action or inaction pursuant to the Office of Management and Budget (OMB) Memorandum M-07-16;
8. Become familiar with and comply with the SAVE User Manual & System Tutorials; and
9. Ensure each agency representative performing verification procedures completes the SAVE Web-Based Tutorial.

V. SAFEGUARDS REGARDING THE USE AND DISCLOSURE OF DATA

- A. Participation of the User Agency in SAVE shall be conducted so as to verify citizenship and immigration information without regard to the sex, color, race, religion, or nationality of the alien involved. DHS-USCIS and the User Agency shall 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 privacy guidance, in conducting verification procedures pursuant to this MOU, and in safeguarding, maintaining, and disclosing of any data provided or received pursuant to the MOU.
- B. The User Agency agrees that any information provided by DHS-USCIS under this MOU may only be used for the purpose of determining the eligibility of persons applying for assistance through programs that have federal funding through the U.S. Department of Housing and Urban Development issued by the User Agency. The User Agency also agrees to limit its use of such information in accordance with this and all other provisions of this MOU.
- C. The User Agency shall not disclose any information provided by DHS-USCIS under this MOU to any other person or entity without the prior written consent of DHS-USCIS. Each applicant seeking access to information regarding himself/herself may do so by submitting a written request to DHS-USCIS. The User Agency fully understands that this MOU does not permit it to use SAVE for the purpose of complying, 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.
- D. DHS-USCIS reserves the right to use information received by it from the User Agency for any purpose permitted by law, including but not limited to the prosecution of violations of Federal criminal law.
- E. DHS-USCIS will verify the immigration status of alien applicants pursuant to this MOU, but will make no recommendation to the User Agency whether to issue assistance through programs that have federal funding through the U.S. Department of Housing and Urban Development issued by the User Agency. The User Agency has the sole responsibility to determine the applicant's eligibility for assistance through programs that have federal funding through the U.S. Department of Housing and Urban Development issued by the User Agency.
- F. The User Agency and DHS-USCIS agree to comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and applicable 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 Agreement.
- G. The User Agency and DHS-USCIS agree that DHS-USCIS may, for any action taken during the lifetime of this agreement or any extension thereof, conduct onsite inspections and desk audits to monitor compliance with this agreement.

VI. MONITORING AND COMPLIANCE

The User Agency agrees to allow DHS-USCIS, authorized agents of DHS-USCIS, and other DHS-USCIS designees to:

- A. Monitor records and documents related to the proper use, and improper use (e.g. misuse, abuse, fraudulent use) by the User Agency;
- B. Conduct compliance inspections and review User Agency's SAVE-related policies, procedures, guidance, records, and associated documents, including, if appropriate, applicant consent forms relating to the Privacy Act, 5 U.S.C. section 552a, and other applicable law in conducting verification procedures pursuant to this MOU, and in the safeguarding, maintaining, and disclosing of any data provided or received pursuant to this MOU;
- C. Interview any and all User Agency system users and any and all contact persons within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;
- D. Perform audits of agency User IDs, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns; and
- E. Take other steps to monitor and assure that the terms of this MOU are complied with regarding the use, maintenance and operation relating to SAVE and related to the payment of required fees to DHS-USCIS and its contractors for the provision of access to the USCIS-SAVE database by the User Agency.

VII. COMPENSATION

The User Agency shall pay the standard billing rates in accordance with the terms of the reimbursement Memorandum of Agreement (MOA) addendum to the MOU and arrange the obligations, processes and methods related to the payment of required fees to DHS-USCIS and/or its authorized agents.

The current standard billing rates are attached to the MOA. The standard billing rates and methods of payment are subject to change upon prior written notification to the User Agency.

VIII. POINTS OF CONTACT

A. USCIS SAVE

1. Chief, SAVE Program, 490 L'Enfant Plaza East SW, Suite 8017, Washington, DC 20024-2135, (202) 358-7788.
2. SAVE, Monitoring and Compliance, 2461 South Clark Street, Suite 900, Arlington, VA 22202, (703) 603-1818.

B. USER AGENCY—Gwinnett County Board of Commissioners, Financial Services, Attn Doug Burns, 75 Langley Dr, Lawrenceville GA 30045-6935, 770-822-7886, 770-822-7887 fax, doug.burns@gwinnettcounty.com

DHS-USCIS and the User Agency will update these points of contact as needed. The User Agency will provide SAVE Program and Monitoring and Compliance with updated points of contact in writing as changes occur.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement shall be effective when, and only when, (1) the DHS-USCIS authorized official and User Agency authorized official have both signed the agreement, and (2) the signatures occurred within 14 calendar days of each other. This MOU shall continue in effect unless (1) modified or terminated in writing by the mutual consent of both parties, or (2) terminated by either party upon 30 days prior written notice to the other party by certified or registered mail, return receipt requested.

This MOU and any annexes hereto may be amended or revised at any time upon the mutual written consent of the parties.

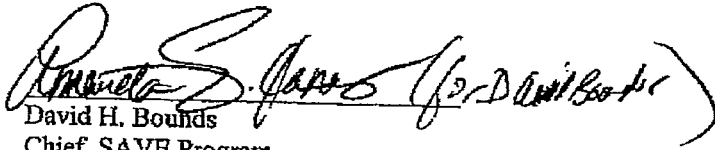
DHS-USCIS may terminate this MOU without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency, or a failure by the User Agency to comply with established procedures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

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.

This MOU is limited to the provision of verification services. It 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 foregoing constitutes the full agreement on this subject between DHS-USCIS and the User Agency.

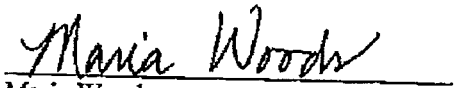
The undersigned represent that they are authorized to enter into this MOU on behalf of DHS-
USCIS and the User Agency, respectively.




David H. Bounds
Chief, SAVE Program
U.S. Citizenship and Immigration Services
Department of Homeland Security

6/24/08
Date

For User Agency.


Maria Woods
Acting Director of Financial Services
Gwinnett County, Board of Commissioners

6/23/08
Date

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY