

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 6/27/2013

Action Requested By:  
Legal

Agenda Item Type  
Resolution

Subject Matter:

Memorandum of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute Memorandum of Agreement and attachments thereto with the Department of Homeland Security and U.S. Citizenship and Immigration Services to obtain authorization to utilize the Systematic Alien Verification for Entitlements (SAVE) Program.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: \_\_\_\_\_

Date: 6/26/2013

## ROUTING SLIP CONTRACTS AND AGREEMENTS

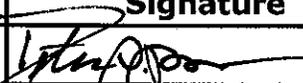
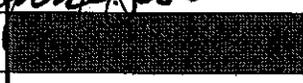
Originating Department: Legal Council Meeting Date: 6/27/2013  
 Department Contact: Peter Joffrion Phone # 427-5026  
 Contract or Agreement: Memorandum of Agreement  
 Document Name: Memorandum of Agreement between COH and SAVE Program  
 City Obligation Amount:   
 Total Project Budget:   
 Uncommitted Account Balance:   
 Account Number:

### Procurement Agreements

<b>Not Applicable</b>	<b>Not Applicable</b>
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### Grant-Funded Agreements

<b>Not Applicable</b>	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating		6-26-13
2) Legal		6-26-13
3) Finance		6/27/13
4) Originating		6-26-13
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13- \_\_\_\_\_

**WHEREAS**, pursuant to the Beason/Hammon Alabama Taxpayer and Citizen Protection Act, Alabama's municipalities are required to use the Systematic Alien Verification for Entitlements (SAVE) Program to verify the immigration status of certain individuals seeking certain benefits from a municipality;

**WHEREAS**, the SAVE Program is a web-based service that helps federal, state and local benefit-issuing agencies, institutions, and licensing agencies determine the immigration status of benefit applicants;

**WHEREAS**, the information provided by the SAVE Program will ensure that only entitled applicants will be granted the public benefits for which they apply;

**WHEREAS**, the Alabama League of Municipalities has assisted in the development of a streamlined application process for using the SAVE Program to verify the immigration status of individuals seeking state and local benefits;

**WHEREAS**, the Addendum to the Memorandum of Agreement, Attachment B, is the document resulting from the streamlined application process; and,

**WHEREAS**, prior the City of Huntsville, Alabama, receiving authorization to utilize the SAVE Program, a Memorandum of Agreement (MOA), an Addendum to the Memorandum of Agreement, and a USCIS Anticipated Collections from Non Federal Sources Document must be completed and submitted to USCIS-SAVE.

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Agreement by and between the City of Huntsville, a municipal corporation of the State of Alabama, and the Department of Homeland Security and U.S. Citizenship and Immigration Services, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Agreement between the Department of Homeland Security, U.S. Citizenship and Immigration Services, and City of Huntsville, Alabama Local Government Agency" consisting of nine (9) pages, and the date of June 27, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama;

**BE IT FURTHER RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute Attachment A, Anticipated Collections Addendum from Non-Federal Sources; and,

**BE IT FURTHER RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute Attachment B, Addendum to the Memorandum of Agreement between the Department of Homeland Security, U.S. Citizenship and Immigration Services, and City of Huntsville, Alabama.

**ADOPTED** this the 27th day of June, 2013.

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President/President Pro Tem of the City  
Council of the City of Huntsville, Alabama

**APPROVED** this the 27th day of June, 2013.

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Mayor of the City of Huntsville, Alabama

## **MEMORANDUM OF AGREEMENT**

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND

**CITY OF HUNTSVILLE, ALABAMA**

**LOCAL GOVERNMENT AGENCY**

### **I. PARTIES.**

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **CITY OF HUNTSVILLE, ALABAMA** (User Agency).

### **II. AUTHORITY.**

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

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

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

**An Addendum to this MOA specifies additional legal authorities.**

Pursuant to the requirements of 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 immigration status 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 governing the participation of the User Agency to provide the specified benefit in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or

President of the City Council of the  
City of Huntsville, Alabama  
Date:

derived U.S. citizen applicants (applicant) applying for **Business and Occupational Licenses, Waste Grease Handlers Licenses, Alcoholic Beverage Licenses, Motor Carriers Licenses, and Contracts** (benefits). The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

#### **IV. RESPONSIBILITIES.**

##### **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 naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS);
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information noted in point (1) of **PURPOSE** immediately above;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the applicant's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;
- (5) Provide to the User Agency SAVE Program 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 status information;
- (7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;
- (8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources

Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80% percent of the estimated total costs. 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 USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USICS 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;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the 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

(10) 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 (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading 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 that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (f) Ensure all Users performing verification procedures comply with all 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 the SAVE Program and SAVE Monitoring and Compliance;
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the User Agency initiates a request for verification;
- (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 Management Act (FISMA (PL-107-347), Title III, Section 301) 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;<sup>1</sup>
- (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 the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;
- (n) Provide all benefit-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 attachment 1: Fact Sheet, which is subject to revision and

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<sup>1</sup> 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](http://www.uscis.gov).

reposting on the SAVE Website and Online Resources) so that such individual may correct their records in a timely manner, if necessary;

(o) Provide all benefit-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 the SAVE Program and SAVE Monitoring and Compliance 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 the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance 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, 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 SAVE Monitoring and Compliance 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 SAVE Monitoring and Compliance 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 SAVE Monitoring and Compliance 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 SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance 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 Program procedures or other applicable law, regulation or policy.

(3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) 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;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) 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 \$5.00 for each of the first two months of delinquency and \$10.00 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 make timely payment may result in termination of services.

## V. POINTS OF CONTACT.

USCIS SAVE Program MS 2620, U.S. Citizenship and Immigration Services, Department of Homeland Security, Washington, DC 20529-2620, (877) 469-2563, Attn: SAVE Operations. E-mail: SAVeregistration@dhs.gov.

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration Services, Department of Homeland Security, Washington, DC 20529-2640, (877) 469-2563. E-mail: SAVE.monitoring@dhs.gov.

USER AGENCY- Mia Puckett, Contracts and Ethics Officer, PO Box 308, Huntsville, AL 35804, 256-427-5488, mia.puckett@huntsvilleal.gov

## 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 status 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 the DHS-USCIS program office 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, its attachments and 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, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(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 the attached USCIS Anticipated Collections from Non-Federal Sources Addendum 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; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., 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 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.

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 attachments, 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.

\_\_\_\_\_  
**Alissar Rahi**  
**Chief, SAVE Program**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**

\_\_\_\_\_  
**Tommy Battle**  
**Mayor**  
**City of Huntsville, Alabama**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**June \_\_, 2013**





**Anticipated Collections Addendum from Non-Federal Sources**

ATTACHMENT A

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement (MOA). See Page 2 for additional instructions and an explanation of terms.

<b>1. Agency Information</b>	
Agency Name:	City of Huntsville, Alabama
Tax Identification Number (TIN):	63-6001296
Data Universal Numbering System (DUNS) or Business Partner Network (BPN) Number:	0729 3727
<b>2. Billing (Accounts Payable) Point of Contact (POC) Information</b>	
Name:	Larry Conwill
Phone Number (xxx-xxx-xxxx):	256-427-5066
Fax Number (xxx-xxx-xxxx):	256-427-5059
E-mail Address:	larry.conwill@huntsvilleal.gov
Address:	P.O. Box 308
Address (2nd line):	
City, State, Zip Code:	Huntsville, AL 35804
<b>3. Customer Payment and Budgeting Information</b>	
Purchase Commitment Number:	
Payment Method:	check
Amount Obligated (Budgeted):	\$5000
Funds Expiration Date:	September 30, 2013
<b>4. Program POC</b>	
Name:	Mia Puckett
Phone Number (xxx-xxx-xxxx):	256-427-5488
E-mail Address:	mia.puckett@huntsvilleal.gov

This addendum will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

\_\_\_\_\_  
Tommy Battle  
Mayor, City of Huntsville, AL

\_\_\_\_\_  
Alissar Rahi  
Acting Chief, SAVE Program, DHS USCIS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Internal SAVE Use ONLY**  
Agency High Level Identifier:

## **INSTRUCTIONS FOR COMPLETING THIS ADDENDUM**

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1. Type or legibly print the information requested. See below for an **Explanation of Terms**.
2. Have your agency's authorized signatory sign and date the Addendum.
3. Return the Addendum to your SAVE Program Agency Manager via e-mail, fax (802) 288-1758 or U.S. mail to:

SAVE Program  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
10 Fountain Plaza  
Buffalo, NY 14202

## **EXPLANATION OF TERMS**

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<sup>1</sup>**DUNS or BPN Number:** If you need to obtain your DUNS or BPN number, please visit <http://www.bpn.gov>, <http://www.ccr.gov/>, or call 888-227-2423. This field may be left blank if your agency does not have a DUNS or BPN number.

<sup>2</sup>**Purchase Commitment Number:** This field may be left blank if your agency does not use this number or a similar identifier.

<sup>3</sup>**Amount Obligated (Budgeted):** This amount may be an estimate, though SAVE recommends a minimum of \$300 per year (calendar or fiscal), which is equal to \$25 per month and is the minimum amount your agency can be invoiced in a single month (unless you do not submit a single query).

<sup>4</sup>**Funds Expiration Date:** This date is the time at which your agency's obligated funding amount runs out. This may be the end of the SAVE Program fiscal year (for example, September 2011), the end of your fiscal year, or the end of the calendar year.



# Fact Sheet

## Information for Applicants: Verification of Immigration Status and How to Correct Your Record with USCIS

Many federal, state and local agencies verify the immigration status of benefit applicants to ensure that only qualified aliens or naturalized and derived citizens receive benefits. These agencies verify immigration status by using the Systematic Alien Verification for Entitlements (SAVE) Program of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS).

The benefit-granting agency has submitted your information to the SAVE Program for verification. Because the SAVE Program cannot confirm your immigration status after completion of a process that includes the agency providing USCIS with a copy of your immigration documentation, you must be given an opportunity to correct your records with USCIS and reapply for the benefit and/or appeal the denial of the benefit. Please note that there are a number of reasons why the SAVE Program may not be able to verify your immigration status. The inability of the SAVE Program to verify your status does not necessarily mean that you are not authorized to be in the United States or are ineligible to receive the benefit for which you applied.

If you believe that the SAVE Program response to the benefit-granting agency did not provide accurate information about your actual immigration status and/or you need to make corrections to your immigration record, please contact USCIS by using one of the following methods:

- 1. Schedule an appointment for an in-person interview at a local USCIS office.** You may schedule an appointment at a local USCIS office at the InfoPass website, <http://infopass.uscis.gov>, or by calling the National Customer Service Center, 1-800-375-5283. Scheduling an appointment is the fastest way to correct your records. We recommend that you bring to your appointment this Fact Sheet, documentation evidencing your immigration status, and any information provided by the benefit-granting agency concerning why your immigration status makes you ineligible to receive the benefit.
- 2. Submit a request in writing.** If you know the information that needs to be corrected in your record, you may submit a request to correct your records to the Freedom of Information Act/Privacy Act (FOIA/PA) Office at the following address:

Privacy Act Amendment  
U.S. Citizenship and Immigration Services  
National Records Center  
FOIA/PA Office

P.O. Box 648010  
Lee's Summit, MO 64064-8010

**We recommend that you include the following information in your submission, if available:**

- State that you were denied benefits
- Information that is inaccurate
- Proposed change(s) to the record
- Date and place of birth
- A return address
- Copies of your immigration /naturalization status documents
- Reason it is inaccurate
- A-File number and/or the full name
- Notarized signature of the applicant
- Other information that may assist in locating the record

If you do not know the information you need to correct, you may submit a written request to obtain your records by submitting Form G-639, *FOIA/PA Request*. This form is available from the nearest USCIS office or online at <http://www.uscis.gov/files/form/g-639.pdf>. You should use the address specified above, but mark the envelope "*Privacy Act Request*" rather than "*Privacy Act Amendment*."

**ADDENDUM**

**TO THE**

**MEMORANDUM OF AGREEMENT**

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
CITY OF HUNTSVILLE, ALABAMA

This Addendum identifies the legal authorities allowing the **City of Huntsville, ALABAMA** (User Agency) to verify immigration status for the benefits specified in the Memorandum of Agreement (MOA) with the Systematic Alien Verification for Entitlements (SAVE) Program.

<b>Business/Occupational Licenses</b>	<b>Ala. Code Ann. § 11-40-1, as amended.</b>
<b>Waste Grease Handlers Licenses</b>	<b>Ala. Code Ann. § 11-40-23, as amended.</b>
<b>Alcoholic Beverage Licenses</b>	<b>Ala. Code Ann. § 28-3A, as amended.</b>
<b>Motor Carrier Licenses</b>	<b>Ala. Code Ann. § 37-3-33, as amended.</b>
<b>Contracts</b>	<b>Ala. Code Ann. § 11-40-1, as amended.</b>
<b>Franchise Contracts</b>	<b>Ala. Const. of 1901, art. XII, § 220.</b>

By executing this Addendum, the User Agency official certifies that the User Agency has enacted any appropriate local legal authority necessary to issue the benefits specified in the MOA and authorized by the Alabama laws listed above.

The undersigned represent that they are authorized to enter into this Addendum on behalf of the SAVE Program and the User Agency, respectively.

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**Alissar Rahi**  
**Chief, SAVE Program**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**

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**Tommy Battle**  
**Mayor**  
**City of Huntsville, Alabama**