

**REIMBURSEMENT
MEMORANDUM OF AGREEMENT
(STATE AND LOCAL GOVERNMENT ENTITY)**

I. Parties

This Memorandum of Agreement (MOA) and the attached USCIS SAVE Non-Federal Submission Form constitute the complete MOA between the *[Insert name of your agency]* (User Agency) and the United States Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS) Systematic Alien Verification for Entitlements (SAVE) Program.

The SAVE Program allows Federal, state and local government benefit-granting agencies, as well as licensing bureaus, to check the immigration status of non-citizen and certain citizen applicants requesting benefits or entitlements.

“User Agency” hereinafter refers to the User Agency, and its authorized employees, agents or designees.

“DHS-USCIS” hereinafter refers to the agency and its authorized employees, agents or designees.

II. Purpose

A. The purpose of this MOA is to establish the terms and conditions governing the reimbursement of costs incurred by the SAVE Program and to modify the existing Memorandum of Understanding (MOU) governing the provision of verification services to the User Agency.

B. 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. Authority

The legal authorities provided for in this MOA 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, 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, as amended.

Homeland Security Act of 2002, 6 U.S.C. Section 101, et seq., as amended.

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

Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq. as amended,

IV. **Responsibilities**

A. The User Agency Point of Contact (POC) and the DHS-USCIS SAVE program office shall be responsible for technical oversight of the service as set forth in the MOU. Only authorized employees, agents, or designees of DHS-USCIS may carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, and the program authorities and funding limitations of the MOA.

B. The existing MOU between the USER Agency and DHS-USCIS describes the responsibilities of the parties for use of the SAVE Program.

C. The User Agency agrees to 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. The following provisions provide terms and conditions regarding payment to the SAVE Program:

1. Funding and Reimbursement: DHS-USCIS will recover no more than its actual costs. The total cost of the agreement is estimated to be $\$[Insert\ amount—email\ or\ call\ SAVE\ Liaison\ if\ you\ need\ assistance\ determining\ this\ amount]$. The User Agency certifies that it has obligated at least $[Insert\ same\ amount]$ to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated 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 provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding $[Insert\ same\ amount]$. 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.

2. Billing and Payment Instructions/Support Documentation for Expenditures:

- a. Invoices shall be submitted to the User Agency's payment office as shown on the USCIS SAVE Non-Federal Submission Form, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The SAVE Program Customer Number, tax identification number, and associated dollar amounts will be referenced on all invoices.

- b. Invoices will be sent to the User Agency at the address specified on the USCIS SAVE Non-Federal Submission Form.
- c. Payment method is to be *[Choose and insert payment type: wire transfer, check or credit card]*.
- d. For wire transfers or credit payments, the User Agency will call 802-288-7600.

Checks can be sent to: DHS-ICE
 ATTN: CMRB
 P.O. Box 5000
 Williston, VT 05495-5000

- e. The User Agency shall 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 MOA number with remittance.
- f. Both agencies agree to promptly discuss and resolve issues and questions 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, a 6% per annum penalty 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. DHS-USCIS will promptly initiate year-end and closeout adjustments once final costs are known.

V. **Points of Contact**

USCIS SAVE—David H. Bounds, Chief, SAVE Program, 490 L'Enfant Plaza East SW, Suite 8027, Washington, DC 20024-2135, (202) 358-7807.

USER AGENCY—*[Insert name, title, agency, address, telephone number]*.

The User Agency will provide DHS-USCIS with updated points of contact in writing as changes occur. DHS-USCIS may update the USCIS SAVE and USCIS SAVE Contractor points of contact through its VIS online resources.

VI. Other Provisions

A. Third Party Liability: Each party to this MOA shall be solely responsible for its own defense against any claim or action arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, as well as retain responsibility for the payment of any corresponding liability.

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.

B. Disputes: Nothing in this MOA is intended to conflict with current User Agency or Treasury directives. However, should disagreement arise as to the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency POC, the area(s) of disagreement will be reduced to writing by each agency and presented to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with DHS-USCIS and User Agency procedures for final resolution.

C. Conflicts: The above referenced documents constitute the full MOA on this subject between DHS-USCIS and the User Agency. In the event of any inconsistency or conflict between or among the provisions of this MOA, such inconsistency or conflict will be resolved in the following order of precedence: (1) this MOA, (2) other documents incorporated by reference in this MOA, i.e., SAVE Non-Federal Submission Form, (3) the MOU between DHS-USCIS and the User Agency regarding use of the SAVE system.

D. 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 that such a conflict exists which would prevent either party from fulfilling its obligations, this agreement may be immediately canceled irrespective of the thirty day notice period referenced in Section VIII.

E. 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. This in no way is intended to prevent completion of assigned duties of either party by using contractors.

F. 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.

G. Limitations: This MOA 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.

VII. **Effective Date**

This agreement shall be effective on the date of the signature by authorized officials of both agencies and will remain in effect through the sooner of (1) the end of fiscal year 2008 (September 30, 2008), or (2) the MOA is terminated in accordance with the provisions of this document.

VIII. **Modification and Termination**

The User Agency may accomplish a unilateral administrative modification to add funds, and either party may accomplish a unilateral administrative modification to change a POC name. 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.

Notwithstanding any other provision in the MOA, DHS-USCIS may 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.

Either party may cancel this MOA by providing written notification of intent thirty 30 calendar days prior to end of service. If the User Agency cancels this MOA, DHS-USCIS shall deliver to the User Agency any work in process and the User Agency will reimburse DHS-USCIS for such work.

Notices shall be sent in writing 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 undersigned certify that they are authorized to enter into this MOA 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**

*[Insert Name]
[Insert Position/Title]
[Insert agency name]*

Date

Date

SAMPLE