

Summary of Employer MOU Responsibilities
FOR INFORMATIONAL PURPOSES ONLY

Section 4. Responsibilities

c. Employer:

- i. agrees to **obtain the notices from the Designated Agent and display them in a prominent place that is clearly visible to prospective employees.**
- ii. agrees to provide to the SSA and the DHS-USCIS the **names, titles, addresses, and telephone numbers of the Employer representatives** to be contacted regarding the Basic Pilot.
- iii. agrees to **obtain the Basic Pilot Manual** from the Designated Agent and become familiar with such manual.
- iv. 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 accept "List B" documents that contain a photograph.**

- v. 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. In addition, the employer agrees **not to initiate confirmation 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, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS confirmation procedures only as directed by the SSA confirmation response.

- vi. 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. In addition, 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 **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 understands that should the Employer use the Basic Pilot procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.

- vii. agrees **not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is completing the confirmation process.**

The Employer understands that an initial inability of the SSA or DHS-USCIS automated confirmation 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.

viii. agrees **to comply with section 274B of the Immigration and Nationality Act (INA) by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices** because of his/her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his/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.

ix. agrees **to record the case verification number on the employee's Form I-9 or to attach a printout of the screen** containing the case verification number to the employee's Form I-9.

x. 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 case verification number, reviews the input to detect any transaction errors, and determines that the employee **contests** the tentative nonconfirmation.

The Employer will resubmit the Social Security Number to SSA for confirmation again, if necessary. The Employer will determine whether the employee contests the **tentative nonconfirmation** as soon as possible after the Employer receives notification.

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, through the Designated Agent, will make a second inquiry to the SSA database using the Basic Pilot procedures within 10 Federal Government workdays after the date of the referral in order to obtain confirmation, or final nonconfirmation.

xii. agrees **that it will use the information it receives** from the SSA or DHS-USCIS through its Designated Agent 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 User ID and passwords, to ensure that it is not used for any other purpose and as necessary to protect its confidentiality.

xiii. acknowledges **that the information which it receives from SSA through its Designated Agent 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 civil or criminal penalties.

xiv. 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.

xv. agrees **to refer individuals to the DHS only when the response received from the DHS automated confirmation 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 notification.

If the Employer receives a **tentative nonconfirmation** from the **DHS-USCIS**, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case 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 DHS-USCIS to resolve the discrepancy within 8 Federal Government work days. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.

xvii. agrees **to allow DHS 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., I-9 Forms, SSA and DHS confirmation records, that were created during the Employer's participation in the Basic Pilot Program.
