

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 10, 2024 [X] Consent [ ] Regular [ ] Ordinance [ ] Public Hearing

Department Submitted By: Youth Services Department Submitted For: Residential Treatment and Family Counseling Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Contractual Services Agreement Professional Psychological or Expert Witness Services in Adult and/or Juvenile Criminal Matters (Agreement) with the Fifteenth Judicial Circuit (Court), for the continued performance of services through June 30, 2027.

Summary: Since 2004, the Court had contracted with the County's Public Safety Department's (PSD) Division of Justice Services' Forensic Psychology Office to provide court-ordered services. Seniors, adults, teens, and children throughout the county are directed to the Forensic Psychology Office with the appropriate court order, outlining which specific evaluation is required. In 2022, the Board of County Commissioners (BCC) approved an agreement with the Court to provide psychological assessments and expert witness services in adult and juvenile criminal matters, (R2022-0998), and specific psychologist positions transferred to Youth Services Department (YSD) in FY 2022. Since the transfer, 45 Emergency Threat Assessments have been completed (23 in FY2022-2023 and 22 in FY2023-2024). This Agreement partially compensates YSD for the contractual services provided to the Court. On April 19, 2005, Agenda Item 3X1 authorized the County Administrator, or designee, to sign future contracts to provide psychological services to the Fifteenth Judicial Circuit. In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. Countywide (HH)

Background and Justification: Forensic Psychology services were transferred from Court Administration to the Department of Public Safety as a part of a major court reform referred to as Revision 7 to Article V as an amendment to the Florida Constitution. Since July 1, 2004, the County (formerly PSD and currently YSD) has contracted with the Court to provide competency and psychological evaluations for adult and/or juvenile criminal matters, psychological evaluations for child welfare, and appointment as an examining committee member relating to guardianship matters. PSD dissolved the Forensic Psychology Office, and YSD currently has one (1) position that has assumed YSD staff psychologist duties including clinical supervision of psychology interns and post-doctoral fellows. As such, 10% of the psychologist's time is spent on performing services under the Agreement, to continue the Juvenile Competency, Juvenile Psychological, and Juvenile Emergency Threat Assessments. This Agreement recognizes the scope of services and limits services to juveniles.

Attachment: 1. Contractual Services Agreement Professional Psychological or Expert Witness Services in Adult and/or Juvenile Criminal Matters

Recommended by: Cec Department Director 11/5/24 Date

Approved by: James P. Assistant County Administrator 11/5/24 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenue	(\$30,000)	(\$22,500)			
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(\$30,000)</b>	<b>(\$22,500)</b>			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?                      Yes      X      No  
 Does this item include the use of federal funds?    Yes    \_\_\_\_\_    No      X    
 Is this item using State Funds                              Yes    \_\_\_\_\_    No      X  

**Budget Account**    **Exp No:** \_\_\_\_\_  
                                  **Fund**                      **Dept**                      **Unit**                      **Obj** \_\_\_\_\_  
                                  **Rev No:** \_\_\_\_\_  
                                  **Fund**                      **Dept**                      **Unit**                      **Obj**      0001        150        5226        4900  

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The salary and operating expense associated with these services will be offset by the anticipated revenue from Court Administration. There is sufficient funding in the current ad valorem budget. Revenue has been prorated (9 months) for FY 2026 to reflect the contract end date of June 30, 2026.

Departmental Fiscal Review: Michelle Joska

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

Lucas Mente 11/6/2024  
 OFMB  
 MD 11/6

Trunda Mack G 11/12/24  
 Contract Development & Control  
 ZC 11/12/24

**B. Legal Sufficiency:**

Delene C. Stojard 11-12-24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**CONTRACTUAL SERVICES AGREEMENT  
PROFESSIONAL PSYCHOLOGICAL OR EXPERT WITNESS SERVICES IN ADULT AND/OR  
JUVENILE CRIMINAL MATTERS**

This Agreement is made between the Fifteenth Judicial Circuit (the Court) and the Palm Beach County Board of County Commissioners (the County). The parties agree that:

**A. SCOPE OF WORK**

The County, through its Youth Services Department/Residential Treatment and Family Counseling Division, will provide the following professional psychological or expert witness services, as checked below, in adult and/or juvenile criminal matters pending in Palm Beach County for the benefit of the court system on an as-needed basis when requested by the Court:

\_\_\_\_\_ **Adult Competency.** The County agrees to evaluate defendants under section 916.115, Florida Statutes, the Florida Rules of Criminal Procedure, and any other relevant Florida law for determinations of competency to proceed, insanity, and involuntary hospitalization or placement.

X \_\_\_\_\_ **Juvenile Psychological Evaluation.** The County agrees to evaluate juvenile defendants under sections 985.18 and 985.19, Florida Statutes, Florida Rule of Juvenile Procedure 8.095(d), and any other relevant Florida law for determinations of competency to proceed, threat assessment or other court ordered psychological assessment, and, if applicable, recommended treatment or training.

\_\_\_\_\_ **Developmental Disabilities.** The County agrees to evaluate defendants under sections 916.301–304, Florida Statutes, the Florida Rules of Criminal Procedure, and any other relevant Florida law concerning allegations of incompetence to proceed due to intellectual disability or autism.

\_\_\_\_\_ **Determination of Intellectual Disability as a Bar to Execution.** The County agrees to evaluate defendants under section 921.137, Florida Statutes, Florida Rule of Criminal Procedure 3.203, and any other relevant Florida law for determinations of whether a defendant either charged with or convicted of a capital felony is intellectually disabled.

**B. MINIMUM REQUIREMENTS**

Any employee used by the County to provide services under this Agreement shall:

1. Have the necessary training and licensure to provide the contracted services.
2. Provide a copy of his or her current occupational license to the Court.
3. Certify that he or she has not received a disciplinary action from the Florida Department of Health or any other licensing authority, and further certify that he or she has not entered into any non-confidential consent agreements with a licensing authority within the five years preceding the date of this Agreement.

**C. DELIVERABLES**

The County agrees to:

1. Accept appointments for examinations of persons within the chosen category(ies) of service without regard for where the subject is located. If the County is unable to accept an appointment for examination, the County must, within three business days of receiving the order of appointment, notify the Judge who made the appointment in writing that the County is unable to perform the service.
2. Provide witness testimony in appointed cases as called upon by the courts of the Fifteenth Judicial Circuit.
3. Provide services for which the County is retained to the best of the County's ability and in conformance with Florida Statutes, rules of court, the Code of Judicial Conduct, applicable administrative orders, and relevant case law.
4. Provide services in a timely manner as set forth by court order or Florida Statute. In the event an emergency prevents the County from timely appearing or performing other duties, the County shall immediately notify the presiding Judge in writing.
5. Receive court orders and reports and transmit evaluations and reports via electronic mail.
6. Provide the Court access to all documents, papers, letters, or other materials made or received by the County in conjunction with this Agreement.
7. Notify the Chief Judge of any formal complaint filed against a County employee providing services under this Agreement by the Florida Department of Health or any other licensing authority and/or of any non-confidential consent agreements entered into between the employee and the licensing authority within ten days of entering into the agreement.

**D. COMPENSATION**

1. Payment: The County agrees to accept and shall be compensated a fee in accordance with the rates specified in Administrative Order 2.601. Payment shall be rendered only at the conclusion of services provided. Further, as set forth in section 916.115(2), Florida Statutes, if the County is appointed by the Court upon motion of counsel for the defendant to evaluate the competence of the defendant to proceed and also addresses issues related to sanity as an affirmative defense, the Court shall pay only for that portion of the County's fees relating to the evaluation on competency to proceed, and the balance of the fees shall be chargeable to the defense.
2. Travel Expenses: Should a County employee performing services under this Agreement require overnight travel to perform his or her duties under this Agreement, the County may be compensated for travel, lodging, and meal expenses incurred in association with this Agreement in accordance with section 112.061, Florida Statutes, and the limitations set forth

below. No other travel expenses are allowed under this Agreement. All allowable travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel Expenses which is available at <https://www.flcourts.org/content/download/219316/1981842/ReimbursementVoucher.pdf>.

- a. Air Travel: The County will be reimbursed for the cost of round-trip, coach class airfare at the State of Florida rate, if available (original ticket receipt required).
- b. Ground Transportation: Where applicable the County may be reimbursed for the use of its employee's personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.
- c. Lodging and Meals: The County is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meal receipts are not required.

3. Invoices:

- a. All invoices for services provided by the County must be submitted within 30 days from the date of service using the States Court System Standardized Invoice Form.
- b. Invoices for services are to be submitted in detail sufficient for pre-audit and post audit.
- c. The County must submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) calendar days after Agreement expires or is terminated.
- d. Failure to timely submit request for payment may result in denial of payment.
- e. If a duplicate invoice is sent, it must clearly state the time of the invoice, "Second Notice" or "Duplicate Invoice."
- f. Payment will be made pursuant to section 215.422, Florida Statutes.
- g. The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

4. Financial Consequences: The County agrees that the Court's Contract Manager will have the right to review the County's invoice submissions for payment of the services rendered and work completed prior to disbursement or payment of an invoice to determine whether satisfactory performance of the service has been provided in accordance with this Agreement. The Court cannot pay full price for any good or service that fails to meet the

terms and conditions of the Agreement. As such, in the event the County fails to timely perform services under this Agreement as set forth by court order or Florida Statute, the County will be assessed a \$25 per instance invoice reduction unless an exception is granted by the Court.

**E. INDEPENDENT CONTRACTOR**

1. The County is and will perform all obligations under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to imply or be interpreted to establish any relationship other than independent contractor.
2. The County and its employees will receive no salary or benefits from the Court, the State Courts System, or the State of Florida, but shall be compensated for the services rendered in accordance with the terms and conditions of this Agreement. The County and its employees will not be entitled to any rights or privileges of State employees and will not be considered in any manner to be a State of Florida employee, or an agent of the Court, the State Courts System or the State of Florida.
3. The County represents that neither the County nor its employees/subcontractors providing work under this Agreement have been an employee or OPS employee of the State of Florida nor received W-2 reportable wages from the State of Florida for a period of at least twelve calendar months immediately preceding the execution date of this Agreement. The County will notify the Court's Contract Manager immediately in the event the County or its employees/subcontractors providing work under this Agreement accept employment with any agency or entity of the State of Florida.
4. The County is responsible for reviewing and complying with all pertinent State and Federal laws, for all income taxes including, but not limited to FICA, FUTA, social security taxes and other unemployment taxes of a similar nature on all compensation received under this Agreement.
5. As an independent contractor, neither the County nor its employees is entitled to worker's compensation benefits under this Agreement. Should the County desire worker's compensation insurance coverage, the County is solely responsible for securing its own worker's compensation insurance coverage.
6. Nothing in this Agreement precludes the County from contracting with other clients during the term of this Agreement. The County does acknowledge and agree, however, that the County will not accept or perform work that would conflict with the County's duties, responsibilities and obligations under this Agreement.
7. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless COURT against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and COURT shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of COURT'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the

same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

8. The County agrees to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system (<http://www.uscis.gov/e-verify>) to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The County shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. In order to implement this provision, the County shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Court's Contract Manager upon execution of this Agreement and annually thereafter. Prior to allowing a subcontractor to provide any services contemplated under this Agreement, the County shall provide the Court with a copy of the DHS Memorandum of Understanding (MOU) from each subcontractor and an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens, and provide both documents annually thereafter. Violation of this provision shall constitute grounds for the Court to immediately and unilaterally terminate this Agreement pursuant to section 448.095(2)(c), Florida Statutes. Pursuant to section 448.095(2)(f), Florida Statutes, the County shall be liable for any additional costs incurred by the Court as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.

**F. VENDOR REGISTRATION**

1. The County must complete the following vendor registrations prior to being eligible for payment under the terms of conditions of this Agreement:
  - a. As an independent contractor, the Florida Department of Financial Services (DFS) requires completion of a Substitute Form W9 using the name as it appears on this Agreement at <https://flProvider.myfloridacfo.com/>
  - b. As an independent contractor, registration as a "MyFloridaMarketplace" system vendor must be completed through the Department of Management Services (DMS) Vendor Portal at <https://Provider.myfloridamarketplace.com/>
2. The County is responsible for maintaining these registrations and must ensure the information is kept current to prevent issues related to the processing of payment. Failure on the part of the County to maintain these registrations will cause the County's vendor status to become inactive. The Court and the State Courts System will not be liable for any interest or other consequences for lack of payment due to an "inactive" vendor's status.

**G. FOREIGN COUNTRIES OF CONCERN**

Pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity.

The Provider will complete and submit with the Contract, an affidavit signed by an officer or authorized representative of the contractor under penalty of perjury that their company is not an entity the Circuit is prohibited from contracting with pursuant to Section 287.138, Florida Statutes.

Providers are cautioned that, in addition to the criminal penalties for perjury, civil penalties equal to twice the amount of this Contract being assessed, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida for up to five (5) years, and placement on the State of Florida Suspended Vendors list may be imposed upon any contractor falsifying the affidavit or violating this statute.

**H. TERMS AND CONDITIONS**

This Agreement is subject to the following additional terms and conditions:

1. For the duration of this Agreement, the County must not accept any other Agreements that would conflict with its obligations under this Agreement.
2. The Court may reproduce any written materials generated as a result of the County's work.
3. The County will maintain all records made or received by it in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of General Practice and Judicial Administration.
4. In providing, or contracting to provide, services, programs or activities, maintaining facilities, and otherwise performing its obligations under this Agreement, The County will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.
5. If either party initiates a legal action for enforcement of or damages for breach of this Agreement, each party will bear its own fees and costs, including attorney's fees, resulting from such legal action.
6. This Agreement is bound by the General Contract Conditions of the Florida State Court System which can be found at <https://www.flcourts.org/content/download/219317/1981848/General-Contract-Conditions-for-Services-5-8-15.pdf>. These General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.



**I. NOTICE**

Any notice required or permitted to be given under this Agreement will be sufficient if it is in writing and if sent to the parties at the addresses provided on the execution page by: (i) e-mail; (ii) certified or registered mail, return receipt requested; (iii) personal delivery; or (iv) reputable courier service. Notice is effective upon receipt.

**J. CANCELLATION AND SUSPENSION OF THIS AGREEMENT**

1. Suspension: The Court may, in its sole discretion, suspend any or all activities under the Agreement at any time. In the event of a suspension, the Court will provide the County with a written notice outlining the particulars. Reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the County shall comply with the notice and shall not accept any assignments from the Court. Within ninety days or any longer period agreed to by the County, the Court shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the County to any additional compensation except for work performed.
2. Termination by the Court: During the entire term and any renewal term of this Agreement, the Court shall have the right to terminate this Agreement without cause by giving thirty (30) days written notice to the County of its intention to terminate or with cause if at any time the County fails to fulfill, comply, or abide by any of the terms or conditions specified in this Agreement. Failure of the County to comply with any of the provisions of this Agreement shall be considered a material breach and shall be cause for the immediate termination of the Agreement at the discretion of the Court, and without written notice.
3. Termination by the County: the County may terminate this Agreement for any reasons by giving thirty (30) days written notice to the Court.


**K. TERM AND SCOPE OF AGREEMENT**

This Agreement will take effect upon execution by the last party required to sign it or July 1, 2024, whichever date is later. It will end at midnight, Eastern Time, on June 30, 2027, unless terminated earlier according to the provisions of this Agreement.

This Agreement, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment or renewal of this Agreement shall be valid unless the same is in writing and executed by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

THE FIFTEENTH JUDICIAL CIRCUIT

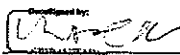
  
Barbara Dawicke, Trial Court Administrator  
For the Florida State Courts System  
205 N. Dixie Hwy., Suite 5.2500  
West Palm Beach, FL 33401  
Telephone: (561) 355-1540  
Email Address: \_\_\_\_\_

6/30/24  
Date

Approved as to Legal Form and Sufficiency

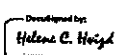
By: \_\_\_\_\_  
M. Katherine Mullinax, Esq.  
General Counsel, Fifteenth Judicial Circuit  
Telephone: (561) 355-1927

COUNTY:  
Palm Beach County, Florida, By its  
Board of County Commissioners

  
Verdenia C. Baker, County Administrator  
Address: 301 N. Olive Ave., 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: (561) 355-6726  
Employee I.D. Number – 59:6000785

Date: 7/3/2024

Approved as to Legal Form and Sufficiency

BY:   
Title: Helene C. Hvizd, Appellate Practice Chief  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

Date: 6/27/2024

Approved as to Terms and Conditions

BY:   
Youth Services Department

Date: 6/27/2024

-Not valid until signed and dated by all parties.-



## State of Florida

Chief Financial Officer  
Department of Financial Services  
Bureau of Accounting  
200 East Gaines Street  
Tallahassee, FL 32399-0354  
Telephone: (850) 413-5519 Fax:(850) 413-5550

### Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

**Taxpayer Identification Number (FEIN):** 59-6000785  
**IRS Name:** BOARD OF COUNTY COMMISSIONERS

**Address:** 301 N OLIVE AVE  
WEST PALM BEACH, FL  
33401-0000

**Business Designation:** Government Entity

#### Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. I am **not** subject to backup withholding because:
  - (a) I am exempt from backup withholding **or**
  - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
  - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: JEKA SALAS  
Preparer's Title: STAFF ACCOUNTANT  
Phone: 561-355-3228  
Email: jsalas@mypalmbeachclerk.com

Date Submitted: 07/06/2017

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program 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, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (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.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a 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, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS 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 DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. 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 are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS 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.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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 the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, 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.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

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Approved by:

<b>Employer</b> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS	
<b>Name (Please Type or Print)</b> LEILANI M YAN	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/09/2011
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/09/2011



Company ID Number: 398949

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
Company Facility Address	100 AUSTRALIAN AVENUE SUITE 300 WEST PALM BEACH, FL 33406
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	59600078
North American Industry Classification Systems Code	923
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1



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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA

1 site(s)

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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name CARSON F JACKSON  
Phone Number (561) 616 - 6885  
Fax Number (561) 616 - 6893  
Email Address cfjackso@pbcgov.org

Name LEILANI M YAN  
Phone Number (561) 616 - 6877  
Fax Number (561) 616 - 6893  
Email Address lyan@pbcgov.org



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