



STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF LABOR STANDARDS

220 FRENCH LANDING DRIVE
NASHVILLE, TENNESSEE 37243
866-588-6814 (Option 3)

REQUEST FOR E-VERIFY SERVICE

This agreement sets forth the terms and conditions between the Tennessee Department of Labor & Workforce Development (TDLWD), Labor Standards Division, acting as Employer Agent, and _____ (Client Company) regarding the Client Company's request for E-Verify service pursuant to T.C.A. 50-7-101, et seq., the Tennessee Lawful Employment Act.

By signing this agreement, the Client Company affirms, under penalty of perjury, that the Client Company does not have access to internet service to enroll in the E-Verify program as an Employer Agent and therefore is requesting TDLWD to provide the service of verifying the employment eligibility of all its newly hired employees as a third party for the Client Company free of charge. The Client Company will notify TDLWD immediately if the Client Company obtains access to internet service and computer requirements to participate in E-Verify on its own as an Employer Agent.

TDLWD will be responsible for managing the Client Company's account in the E-Verify system. The Client Company agrees to notify TDLWD of any changes in company information submitted during this enrollment.

It is the responsibility of both the Client Company and the Employer Agent to follow the correct processes for using E-Verify as outlined in the "E-Verify Memorandum of Understanding for E-Verify Employer Agents" (MOU). The Client Company must read, acknowledge and sign the client company version of the MOU which will be provided by TDLWD. TDLWD will provide the Client Company with a copy of their MOU, a manual for clients of E-Verify employer agents, posters to be displayed at the company site, and a copy of each transaction for each case created.

Employers are required by federal regulations to complete Form I-9 no later than the third business day after the employee starts work for pay and keep a record of the form on file. TDLWD must create an E-Verify case no later than the third business day after your newly hired employees start work for pay. It is the responsibility of the Client Company to provide the I-9 information required to create a case to the TDLWD by fax or priority mail to ensure TDLWD can meet this three-day requirement.

Participation in E-Verify requires you to follow program rules, which include a responsibility to treat your employees in a fair and non-discriminatory manner. Your employees also have specific rights associated with your participation in E-Verify.

Nothing in this agreement shall be construed to modify the employer's responsibilities under section 274A of the Immigration and Nationality Act not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.

The terms of this agreement will become effective upon the signature of all parties, and shall continue in effect for as long as the Social Security Administration (SSA) and the Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS) administer the E-Verify program.

This agreement may be terminated by the Client Employer upon a 30-day written notice. Termination by any party shall terminate the MOU as to all parties. All cases must be closed before termination is effective. TDLWD may terminate this agreement upon a determination that there has been a failure to comply with established procedures or legal requirements.

Each party will be solely responsible for defending any claim or action against it arising out of or related to the E-Verify MOU or this agreement, whether civil or criminal, and for any liability there from including, but not limited to, any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) to any action taken or allegedly taken by the Employer.

Each party understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including, but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Commissioner's Designee

Date

Client Company Representative

Date

Title of Client Company Representative

REQUEST FOR E-VERIFY SERVICE

Company Name _____

Physical Address _____

City _____ State _____ Zip Code _____

Mailing Address _____

City _____ State _____ Zip Code _____

Federal Employer Identification Number (FEIN) _____

Number of hiring sites that will participate in E-Verify _____

Total Number of Employees for all of your company's hiring sites that will participate in the E-Verify system _____

Address of Hiring Site (s) _____

The first three digits of your company's North American Industry Classification System (NAICS) code (if you don't know it, we'll help you find it when you enroll) _____

Are you a federal contractor enrolling your company because it has a covered federal contract with the Federal Acquisition Regulation (FAR) clause requiring use of E-Verify? _____

Contact information for your company's memorandum of understanding (MOU):

Name _____ Title _____

Telephone Number _____ Fax Number _____

E-mail address _____