# Public Charge Bond

**Department of Homeland Security**
U.S. Citizenship and Immigration Services

**USCIS**
**Form I-945**
OMB No. 1615-0143
Expires 10/31/2021

| For USCIS Use Only | Receipt | Action Stamp | Remarks |
|---|---|---|---|
| | **Fee Stamp** | A-Number ► **A-** | |
| | **Relocated (Received/Sent)** | **Completed Signed/Date - Reviewed:**<br>Name of Reviewer/Date<br>Returned/Means of Return/ Date | |

| **To be completed by the obligor's or agent/co-obligor's attorney or accredited representative** (if any)**.** | | | |
|---|---|---|---|
| ☐ **Select this box if Form G-28 is attached.** | **Volag Number** (if any) | **Attorney State Bar Number** (if applicable) | **Attorney or Accredited Representative USCIS Online Account Number** (if any) |

► **START HERE - Type or print in black ink.**

Is this a Substitution Bond? ☐ **Yes** ☐ No

## Part 1. Obligor and Agent/Co-Obligor Information

31 U.S.C.A. section 7701(c)(1). The head of each Federal agency will require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. It is the intent of the Department of Homeland Security (DHS) to use such numbers for purposes of collecting and reporting information on any delinquent accounts arising out of such person's relationship with the Government. The obligor, surety, or agent must furnish its Taxpayer Identification Number (TIN) to DHS. Failure to furnish the TIN may result in a refusal of the Public Charge Bond.

**Obligor**

An acceptable surety company, or an entity or individual who deposits cash or cash equivalents such as certified checks, cashier's checks, or money orders, may execute the public charge bond ("public charge bond" or "bond") as the surety. The surety is the obligor; the bonded alien is the principal; and DHS is the beneficiary of all bonds it authorizes. The obligor guarantees the performance of the conditions of the bond. The bond's guaranty is secured by the amount of the bond. An acceptable surety company is generally one that appears on the current Treasury Department Circular 570 as a company holding the requisite certificate of authority to act as a surety on Federal bonds. Acceptable sureties are defined in 8 CFR 103.6(b).

**Agent/Co-Obligor** (if any - Surety Bonds only)

An agent of an acceptable surety company may execute the bond only if the agent provides a currently valid Power of Attorney showing the authority of the agent to act for the surety company. A Power of Attorney must comply with the state laws governing the jurisdiction in which it was executed. The agent/co-obligor must provide an original Power of Attorney or a true copy (as defined by applicable state law) of the Power of Attorney. Any authorized agent of an acceptable surety company is a co-obligor on the bond, and the agent will sign as a co-obligor in **Part 4.** Failure of an agent to sign as co-obligor shall result in rejection of the bond. Agent/co-obligors will be jointly and severely liable for any breach of this bond (that is, the liability of an agent/co-obligor is in addition to, not instead of, that of the obligor). DHS may refuse to accept any bond to the extent permitted by law.

Obligors and agent/co-obligors (if any) will state their full name and address in **Part 1.** and will sign the bond where indicated in **Part 4.** In addition, an obligor who deposits cash or cash equivalents, as listed in 8 CFR 103.6, such as certified checks, money orders, or cashier's checks, must deposit the requisite security.

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## Part 1. Obligor and Agent/Co-Obligor Information (continued)

### *Information about Obligor*

**1.** Name of Obligor

Family Name (Last Name) | Given Name (First Name) | Middle Name

**2.** Mailing Address of Obligor *(USPS ZIP Code Lookup)*

In Care Of Name (if any)

Street Number and Name | Apt. Ste. Flr. | Number

City or Town | State | ZIP Code

Province | Postal Code | Country

**3.** Physical Address of Obligor

Street Number and Name | Apt. Ste. Flr. | Number

City or Town | State | ZIP Code

Province | Postal Code | Country

**4.** Obligor's Daytime Telephone Number

**5.** Obligor's Email Address (if any)

**6.** TIN (includes Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Social Security Number (SSN))

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### *Information about Agent/Co-Obligor (if any-Surety Bonds only)*

**7.** Name of Agent/Co-Obligor (if any-Surety Bonds only)

Family Name (Last Name) | Given Name (First Name) | Middle Name

## Part 1. Obligor and Agent/Co-Obligor Information (continued)

**8.** Mailing Address (if different from that of obligor)

In Care Of Name (if any)

Street Number and Name | Apt. Ste. Flr. | Number

City or Town | State | ZIP Code

Province | Postal Code | Country

**9.** Physical Address (if different from that of obligor)

Street Number and Name | Apt. Ste. Flr. | Number

City or Town | State | ZIP Code

Province | Postal Code | Country

**10.** Agent/Co-Obligor's Daytime Telephone Number

**11.** Agent/Co-Obligor's Email Address (if any)

**12.** TIN (includes ITIN, EIN, and SSN)

**13.** Power of Attorney Number

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### *Other Information*

**14.** If this is executed by a surety company (or by an agent/co-obligor on the surety company's behalf),

the rate of premium is ____ % and the amount of the premium is $ ____.

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**15.** Provide the name and address of the person who executed a written instrument with the surety company requesting it to post bond, if other than the bonded alien.

## Part 2. Information About the Alien For Whom the Bond Is Furnished

**1.** Family Name (Last Name) | Given Name (First Name) | Middle Name

**2.** Alien Registration Number (A-Number) (if any)

► **A-**

**3.** USCIS Online Account Number (if any)

►

**4.** Form I-485 Receipt Number

►

## Part 2. Information About the Alien For Whom the Bond Is Furnished (continued)

**5.** Mailing Address of Alien

In Care Of Name (if any)

Street Number and Name | Apt. Ste. Flr. | Number

City or Town | State | ZIP Code

Province | Postal Code | Country

**6.** Physical Address of Alien

Street Number and Name | Apt. Ste. Flr. | Number

City or Town | State | ZIP Code

Province | Postal Code | Country

**7.** Date of Birth (mm/dd/yyyy)

**8.** Place of Birth

City or Town | Country

**9.** Country of Citizenship or Nationality

**10.** Alien's Daytime Telephone Number

**11.** Alien's Email Address (if any)

**12.** Information About the Alien's Attorney or Accredited Representative

Is the alien represented by an attorney or accredited representative for this Form I-945, Public Charge Bond? ☐ Yes ☐ No

If you answered "Yes," please submit another Form G-28 with this public charge bond even if a Form G-28 is already on file with Form I-485, Application to Register Permanent Residence or Adjust Status. If the attorney or accredited representative does not submit Form G-28 for this Form I-945 public charge bond, U.S. Citizenship and Immigration Services (USCIS) will not be able to communicate with the attorney or accredited representative on behalf of the bonded alien.

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## Part 3. General Terms and Conditions

The express language of the bond controls and will take precedence over any inconsistent agency policies or statements. Federal law shall apply to the interpretation of the bond as set out in 8 CFR 103.6 and 8 CFR 213.1.

The purpose, terms, and conditions of the public charge bond are outlined in **Part 3. and 4.** of this form. If the bond has been secured by deposit of cash or a cash equivalent as listed in 8 CFR 103.6(b), such as a certified check, a money order, or a cashier's check and the bond is cancelled, DHS will refund the deposited amount (plus interest under 8 U.S.C. section 1363(a) and 8 CFR 293.2) to the obligor or any agent/co-obligor. If such a bond has been breached, DHS will only remit the interest earned on the deposit used to secure the bond to the obligor. The principal amount of the deposit will be forfeited to DHS if the bond is breached. Further, when directed by an order of a court of competent jurisdiction, DHS will transfer the amount of the deposit used to secure the bond to a different account or entity.

DHS will notify the obligor and the agent/co-obligor, of the breach or cancellation of a bond, and any demand for payment of a bond. Notice sent to either the obligor or any agent/co-obligor is sufficient to trigger the duties and obligations under this bond. Any obligation or duty imposed on an obligor by this bond applies equally to an agent/co-obligor.

DHS will send notice of a breach of the bond to the obligor or any agent/co-obligor, informing them how the alien breached the bond, at their address of record, with a copy to the alien. An obligor or agent/co-obligor must inform DHS within 30 days of any change in the obligor's, agent/co-obligor's, or the alien's mailing and physical addresses.

DHS regulations provide that upon notification of a breach, the obligor or agent/co-obligor has 30 days (33 days if the decision is mailed) in which to file an administrative appeal or motion for reconsideration of the breach. Any obligor or agent/co-obligor who contests a declaration of breach must file an administrative appeal seeking review of the declaration of breach. A declaration of breach will be administratively final if not timely appealed. Judicial review of any administrative declaration of bond breach is pursuant to the Administrative Procedure Act, 5 U.S.C. section 701, et seq. Unless administrative appeal is precluded by regulation, a party has not exhausted the administrative remedies available with respect to a public charge bond under 8 CFR 213.1 unless the party has obtained a final decision in an administrative appeal under 8 CFR part 103, subpart A.

Demands for amounts due under the terms of this bond will be sent to the obligor or any agent/co-obligor after a declaration of breach becomes administratively final. For bonds posted by acceptable surety companies, if payment is not made within 30 days of the date of the demand for payment, interest, penalty, and administrative fees as provided by the Debt Collection Act, 31 U.S.C. section 3701, et seq., and the Federal Claims Collection Standards, 31 CFR sections 900-904, will accrue from the date of the first demand.

If the surety company or agent/co-obligor of the surety company does not make payment within 120 days of the demand for payment, DHS will notify the Department of the Treasury of such nonpayment.

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### *Conditions of the Bond - The Alien Will Comply With Any Conditions Imposed*

In consideration of the granting of the above alien's application for adjustment of status, providing there is a furnished suitable and proper bond, the obligor hereby furnishes such bond with the following conditions.

**1.** Alien will comply with any other conditions imposed as part of this public charge bond, which are:

**(A)** Conditions: [ ]

**(B)** Mentioned in any rider or riders lettered [ ] and captioned [ ].

**2. Substitute Bond.**

**A. Substitution by the Same Obligor as the Initial Bond Posted.** Any new/substitute bond must meet all of the requirements applicable to the bond previously submitted to USCIS on the alien's behalf, as outlined in 8 CFR 103.6 and 8 CFR 213.1, and must be valid and effective on or before the day the bond on file with DHS expires. When substituting a bond, the obligor or any agent/co-obligor agrees and understands that the substitute bond must be completed and submitted on this form in accordance with the directions given in this form and this form's Instructions.

The obligor and any agent/co-obligor by providing this bond, agree and understand that DHS, upon submission of the substitute bond, reviews the substitute bond for deficiencies. If DHS determines that the substitute bond is sufficient, it will accept it as the bond on file with DHS, cancel the bond on file, and accept this substitute bond. If the substitute bond submitted is insufficient, DHS will notify the obligor and any agent/co-obligor so that the obligor and any agent/co-obligor may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified the previously submitted bond will remain in effect.

## Part 3. General Terms and Conditions (continued)

By providing this bond as a substitute to prior bonds, the obligor and any agent/co-obligor agrees and understands that with the bond, the obligor and any agent or co-obligor assume all liabilities of the initial and any subsequent obligors who posted a bond before this bond. This bond covers any breach of the bond condition which occurred before DHS accepted this bond, in the event DHS did not learn of the breach until the expiration or cancellation of the bond on file with DHS.

If the bond is substituted by a different obligor or agent/co-obligor, this obligor or agent/co-obligor agrees and understands that he or she is only considered released from the bond if DHS has notified the obligor or the agent/co-obligor, in writing, that he or she is released from the bond, as outlined in 8 CFR 213.1. DHS will send a copy of any notification sent to the new substitute obligor and its agent/co-obligor to the obligor of the bond currently on file, and the alien and the alien's attorney or accredited representative (if any).

**B. Substitution by a New Obligor to Replace the Current Bond on File with DHS.** The new obligor and any agent/co-obligor agrees and understands that the new bond/substitution must meet the conditions outlined in the bond on file, and must also meet the requirements outlined in 8 CFR 103.6 and 8 CFR 213.1 before DHS can accept the new bond and release the prior obligor or the agent/co-obligor from his or her liability based on the current bond on file. When substituting a bond, the obligor or agent/co-obligor must complete and submit this bond in accordance with the directions given in this form and this form's Instructions.

The obligor and any agent/co-obligor agrees and understands that by submitting this bond as a bond substituting prior bonds posted on behalf of the alien, the obligor and any agent/co-obligor assume all liabilities of any prior obligors and any of their agent/co-obligors. The obligor and any agent/co-obligor agrees and understands that the substitute bond covers any breach of the bond conditions which occurred before DHS accepted the substitute bond, in the event USCIS did not learn of the breach until after the cancellation of the bond on file with USCIS.

The obligor and any agent/co-obligor agree and understand that by submitting this bond, DHS reviews the bond for sufficiency before accepting it. If DHS determines that the substitute bond is sufficient, it will accept it as the bond on file with DHS, cancel the bond on file, release any prior obligors from liability, and accept this substitute bond. If the substitute bond is submitted but is insufficient, DHS will notify the obligor so that the obligor may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified the previously submitted bond will remain in effect. The obligor and any agent/co-obligor agree and understand that DHS will send a copy of any notification to the obligor with the bond currently on file, the alien, and the alien's attorney or accredited representative (if any).

**3. Breach.** The obligor or any agent/co-obligor agrees and understands that the following circumstances constitute a breach of the public charge bond:

**A.** The alien has received any means-tested public benefit.

Noncompliance with any conditions imposed as part of this bond, as outlined in the **Conditions of the Bond - The Alien Will Comply With Any Other Conditions Imposed** section in **Part 4.**

The obligor or any agent/co-obligor also agree and understand, upon an administratively final determination that the public charge bond has been breached, the breach creates a claim in favor of the United States for full amount of the bond.

If DHS intends to declare a public charge bond breached based on information that is not protected from disclosure to the obligor or any agent/co-obligor, DHS will disclose such information to the obligor or any agent/co-obligor to the extent permitted by law, and provide the obligor or any agent/co-obligor with an opportunity to respond and submit rebuttal evidence, including specifying a deadline for a response. The obligor and any agent/co-obligor agree and understand that DHS will provide a copy of the notification to the alien and the alien's attorney or accredited representative (if any).

After the obligor's or agent/co-obligor's response, or after the deadline has passed, DHS will make a breach determination, and inform the obligor or agent/co-obligor of the right to appeal a determination that the bond has been breached in accordance with the requirements of 8 CFR part 103, subpart A. The obligor and any agent/co-obligor agree and understand that DHS will also provide a copy of the decision to the alien and the alien's attorney or accredited representative (if any).

If the obligor or agent/co-obligor fails to appeal DHS's determination that the bond has been breached, the breach determination will be the final agency decision. Unless administrative appeal is precluded by regulation, the obligor or agent/co-obligor has not exhausted the administrative remedies available with respect to the public charge bond under 8 CFR 213.1 unless the obligor or agent/co-obligor obtained a final decision in an administrative appeal under 8 CFR part 103, subpart A.

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## Part 3. General Terms and Conditions (continued)

4. **Duration and Validity of the Public Charge Bond.** The obligor or any agent/co-obligor agrees and understands to maintain the bond as outlined in 8 CFR 213.1 and in the **Substitution Bond** section of this form. The obligor or any agent/co-obligor acknowledges and agrees and understands to the condition that it is the obligor's and agent's/co-obligor's responsibility and duty to ensure that the bond for the alien remains in effect until the alien naturalizes, permanently departs, or dies, or the bond is otherwise cancelled in accordance with 8 CFR 213.1. The obligor or any agent/co-obligor (or the executor, undischarged administrator, or authorized agent of the obligor or any co-obligor) agrees and understands that any request for cancellation of the public charge bond must be filed in accordance with 8 CFR 213.1 and that the obligor or any agent/co-obligor is not released from liability until DHS notifies the obligor or any agent/co-obligor in writing of the final cancellation of the bond.

5. **Cancellation of the Bond.** The obligor or any agent/co-obligor agree and understand to the following: the obligor or any agent/co-obligor may submit a request to cancel the bond together with a completed Form I-356, Request for Cancellation of Public Charge Bond, according to the form's Instructions. The obligor and agent/co-obligor furthermore agree and understand that the alien may submit Form I-356 (and evidence that the conditions of the bond have been met) without any action by or permission from the obligor or any agent/co-obligor.

   If USCIS determines that the information received is insufficient to determine whether cancellation is appropriate, DHS may request additional information before making a cancellation determination. A public charge bond may only be cancelled in the following circumstances:

   **A.** Death of the applicant as evidenced by a certified copy of a death certificate, provided the immigrant did not become a public charge prior to death;

   **B.** Permanent departure of the applicant, provided the immigrant did not become a public charge prior to departure.

   **C.** Naturalization of the applicant, provided the immigrant did not become a public charge prior to naturalization.

   **D.** After the fifth anniversary of the admission of the alien, or the adjustment of status to that of a lawful permanent resident.

   The obligor, any agent/co-obligor, or the alien or the alien's representative (if any) may file a request using Form I-356, and DHS will adjudicate the request to cancel the bond.

   If DHS cancels the bond, it will notify the obligor or any agent/co-obligor. The obligor and any agent/co-obligor, agree and understand that DHS will also send a copy of the notification to the alien and the alien's attorney or accredited representative (if any). If DHS denies the request to cancel the bond, DHS will notify the obligor or any agent/co-obligor of the reasons why, to the extent permitted by law, and the right to appeal in accordance with the requirements of 8 CFR part 103, subpart A. When DHS cancels the bond, the obligor and any agent/co-obligor are released from liability. The obligor and any agent/co-obligor agree and understand that DHS will also send a copy of the notification to the alien and the alien's attorney or accredited representative (if any). Unless administrative appeal is precluded by regulation, a party has not exhausted the administrative remedies available with respect to a public charge bond under 8 CFR 213.1 unless the party has obtained a final decision in an administrative appeal under 8 CFR part 103, subpart A.

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## Part 4. Obligor's or Agent/Co-Obligor's Statement, Declaration, Certification, and Signature

**NOTE:** Read the **Penalties** section of the Form I-945 Instructions before completing this section.

### *Public Charge Bond Guarantee Statement and Certification*

**1.** In consideration of the facts recited in the **Conditions of the Bond - The Alien Will Not Receive Any Means-tested Public Benefits. Comply With Any Conditions Imposed** section in **Part 3.** (and in any rider or riders lettered [ ] and captioned [ ]), the obligor and the agent/co-obligor named in **Part 1.** acting on the obligor's behalf (if any), by subscribing hereto, hereby declare that they are firmly bound unto the United States in the sum of $ [ ].

I (obligor and agent/co-obligor) agree to the terms and conditions as set forth in this form and the instructions.

The obligor and the agent/co-obligor named in **Part 1.** acting on the obligor's behalf (if any) thereby guarantee that the alien, named in **Part 2.**, will not receive any means-tested public benefit. The obligor and the agent/co-obligor acting on the obligor's behalf (if any), agree and understand that the amount of the bond will be forfeited to the United States as liquidated damages and not as a penalty upon failure to comply with the terms set forth in bond and rider (if any). The obligor and agent/co-obligor further agree and understand that any bond-related notice to him/her in connection with this bond may be accomplished by mail, directed to him/her at the above address. The obligor and any agent/co-obligor acknowledge receipt of a copy of the executed bond and any attached rider or riders specified above. The obligor and any agent/co-obligor agree and understand that DHS will send a copy of the executed bond and any attached rider or riders specified above to the alien.

Copies of any documents I (obligor and the agent/co-obligor) have submitted are exact photocopies of unaltered, original documents, and I (obligor and the agent/co-obligor) understand that USCIS may require that I (obligor and the agent/co-obligor) submit original documents to USCIS at a later date. Furthermore, I (obligor and the agent/co-obligor) authorize the release of any relevant information.

I (obligor and the agent/co-obligor) furthermore authorize release of information contained in this form, in supporting documents, and in my USCIS records, to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

I (obligor and the agent/co-obligor) certify, under penalty of perjury, that all of the information in this form and any document submitted with it were provided or authorized by me, that I (obligor and the agent/co-obligor) reviewed and understand all of the information contained in, and submitted with, the form, and that all of this information is complete, true, and correct. I (obligor and the agent/co-obligor) further affirm that I (obligor and the agent/co-obligor) have the legal authority to submit the public charge bond and, that I (obligor and the agent/co-obligor) am aware of all of the facts stated in this bond agreement.

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### *Obligor's or Agent/Co-Obligor's Signature*

**2.** Obligor's Signature (if this bond is submitted by the Obligor) [ ] Date of Signature (mm/dd/yyyy) [ ]

**3.** Agent/Co-Obligor's Signature (if this bond is submitted by the agent/co-obligor on behalf of the obligor) [ ] Date of Signature (mm/dd/yyyy) [ ]

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**NOTE TO ALL OBLIGORS OR AGENTS/CO-OBLIGORS:** If you do not completely fill out this form or fail to submit required documents listed in the Instructions, USCIS may deny the bond.

### *DHS Signature*

**4.** Public Charge Bond Start Date (mm/dd/yyyy) [ ]

**5.** If Bond is a Subitute Bond, Date Public Charge Bond Cancelled by USCIS (mm/dd/yyyy) [ ]

**6.** Location of Bond Approval and Acceptance

City or Town [ ] Country [ ]

**7.** DHS's Signature [ ] Date of Signature (mm/dd/yyyy) [ ]

**8.** Name/Title/DHS Office [ ]

## Part 5. Additional Information

If you need extra space to provide any additional information, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print the name of the obligor, the Power of Attorney Number, and the A-Number of the bonded alien at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet. Do not use **Part 5.** to amend the terms of **Parts 3. or 4.**; if you alter the text of **Part 5.** by adding terms and conditions in **Part 4.**, USCIS will reject the bond.

**1.** Family Name (Last Name) | Given Name (First Name) | Middle Name

**2.** Power of Attorney Number

**3.** A-Number (if any) ► **A-**

**4.** **A.** Page Number **B.** Part Number **C.** Item Number

**D.**

**5.** **A.** Page Number **B.** Part Number **C.** Item Number

**D.**

**6.** **A.** Page Number **B.** Part Number **C.** Item Number

**D.**

**7.** **A.** Page Number **B.** Part Number **C.** Item Number

**D.**

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