

**MEMORANDUM OF AGREEMENT**

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND

**THE COLORADO SECRETARY OF STATE**

**I. PARTIES.**

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Colorado Secretary of State** (User Agency). User Agency includes Colorado county registrars responsible for maintaining voting rolls.

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

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

The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq, as amended.

The National Voter Registration Act, 42 U.S.C. § 1973gg-, et. seq. as amended.

Help America Vote Act 42 U.S.C. § 15301 et seq.

Voting Rights Act, 42 U.S.C. § 1973 et seq., as amended.

Civil Rights Act, 42 U.S.C. §§ 1971, 1974, as amended.

Colorado Revised Statute § 1-1-107; 1-2-101, 301, 302; 24-4-105

Pursuant to the requirements of OMB Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure

the immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen **registrants (registrants) on the User Agency's Voter Registration Rolls (benefit)**. The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS).
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information noted in point (1) of **PURPOSE** immediately above;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the registrant's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;
- (5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;

(8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80 percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

(1) System Use.

(a) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the registrant's immigration or DHS citizenship documentation, i.e., Alien Registration, Naturalization Certificate or Certificate of Citizenship number, for initial automated verification, (2) additional information obtained from the alien's immigration or DHS citizenship documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. Institute additional verification for any registrant whose naturalized or derived citizenship status cannot be verified after conducting the automated initial verification. If SAVE is unable to verify the registrant as a naturalized or derived citizen after conducting the second step additional verification, the User Agency will contact the registrant to obtain proof of citizenship in accordance with the provisions of this MOA. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(b) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;

(c) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;

(d) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;

(f) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the registrant requests after the User Agency initiates a request for verification;

(g) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons applying for the benefit issued by the User Agency and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>1</sup>

(j) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;

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<sup>1</sup> Each registrant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

(k) Comply with federal laws prohibiting discrimination against registrants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registrant, including but not limited to the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; the Help America Vote Act, 42 U.S.C. 15301 et seq., as amended; the Voting Rights Act, 42 U.S.C. 1973 et seq., as amended; and the Civil Rights Act, 42 U.S.C. 1971, 1974, as amended;

(l) Create standardized correspondence to request that a registrant provide a Naturalization Certificate or Certificate of Citizenship to complete SAVE verification and submit that correspondence to SAVE for approval prior to use with registrants;

(m) Provide all registrants who do not verify as a citizen under the terms of the MOA with adequate written notice that their citizenship could not be verified and the information necessary to contact DHS-USCIS (see attachment 1: Fact Sheet, which is subject to revision and reposting on the SAVE Website and Online Resources) so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(n) Provide all registrants who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(o) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

**(2) Monitoring and Compliance.**

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by

the User Agency, including, but not limited to original registrant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

### (3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances

shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

#### V. POINTS OF CONTACT.

USCIS SAVE Program MS 2620, U.S. Citizenship and Immigration Services,  
Department of Homeland Security, Washington, DC 20529-2620, [redacted]  
Attn: SAVE Operations. E-mail: [redacted]

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration  
Services, Department of Homeland Security, Washington, DC 20529-2640,  
[redacted] E-mail: [redacted]

(b)(6)

USER AGENCY- Suzanne Staiert, Deputy Secretary of State, 1700 Broadway  
Suite 200, Denver, Colorado 80290. Phone: [redacted] Email:  
[redacted]

#### VI. OTHER PROVISIONS.

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the registrant's eligibility for the benefit.

**(C) Criminal Penalties.**

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

**(D) Third Party Liability.**

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall

inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

(J) Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; the Help America Vote Act, 42 U.S.C. 15301 et seq., as amended; the Voting Rights Act, 42 U.S.C. 1973 et seq., as amended; and the Civil Rights Act, 42 U.S.C. 1971, 1974, as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and the attached USCIS Anticipated Collections from Non-Federal Sources Addendum constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

## **IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User

Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated attachments, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

[Redacted Signature]

[Redacted Signature]

(b)(6)

John E. Roessler  
Chief, SAVE Program  
U.S. Citizenship and Immigration Services  
Department of Homeland Security

Suzanne Staiert  
Deputy Secretary of State  
State of Colorado

*August 22, 2012*  
Date

*8/22/12*  
Date

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
GEORGIA SECRETARY OF STATE/ ELECTIONS DIVISION**

**STATE OR LOCAL GOVERNMENT AGENCY**

**I. PARTIES.**

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the Georgia Secretary of State-Elections Division (User Agency).

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

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

The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq., as amended.

The National Voter Registration Act, 42 U.S.C. 1973gg, et seq., as amended.

Help America Vote Act, 42 U.S.C. § 15301, et seq., as amended.

Voting Rights Act, 42 U.S.C. § 1973, et seq., as amended.

Civil Rights Act, 42 U.S.C. §§ 1971, 1974, as amended.

GA Code Ann. §§ 21-2-50, 210, 211, 216, as amended.

GA Comp. R. & Reg. 183-1-6-.06.

GA Comp. R. & Reg. 590-8-1-.02(2).

Pursuant to the requirements of OMB Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen registrants (registrants) when they register to vote (benefit). The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS).
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information noted in point (1) of **PURPOSE** immediately above;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the registrant's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;

- (5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;
- (7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;
- (8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80 percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;
- (9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and
- (10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

(1) System Use.

(a) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the registrant's immigration or DHS citizenship documentation, i.e., Alien Registration, Naturalization Certificate or Certificate of Citizenship number, for initial automated verification, (2) additional information obtained from the registrant's immigration or DHS citizenship documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification, if necessary. Institute additional verification for any registrant that does not verify as a naturalized or derived citizen on initial verification. If SAVE is unable to verify the

registrant as a naturalized or derived citizen after conducting the second step additional verification, the User Agency will contact the registrant to obtain proof of citizenship in accordance with the provisions of this MOA. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(b) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;

(c) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;

(d) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;

(f) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the registrant requests after the User Agency initiates a request for verification;

(g) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons applying for the benefit issued by the User Agency and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>1</sup>

(j) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy

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<sup>1</sup> Each registrant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;

(k) Comply with federal laws prohibiting discrimination against registrants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registrant, including but not limited to the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; Help America Vote Act, 42 U.S.C. § 15301, et seq., as amended; Voting Rights Act, 42 U.S.C. § 1973, et seq., as amended; Civil Rights Act, 42 U.S.C. §§ 1971, 1974, as amended;

(l) Provide registrants who do not verify as citizens under the terms of this MOA with standardized correspondence as approved by the United States Department of Justice under Preclearance Submission 2011-0868 and attached hereto as an addendum, requesting that the registrant provide satisfactory evidence of citizenship under the requirements of such Preclearance Submission, or such other standardized correspondence as may be approved by the User Agency with the consent of DHS-USCIS;

(m) [Reserved.];

(n) Provide all registrants who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(o) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

**(2) Monitoring and Compliance.**

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

**(3) Reimbursement.**

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

**V. POINTS OF CONTACT.**

USCIS SAVE Program MS 2620, U.S. Citizenship and Immigration Services,  
Department of Homeland Security, Washington, DC 20529-2620, [redacted]  
Attn: SAVE Operations. E-mail: [redacted]

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration  
Services, Department of Homeland Security, Washington, DC 20529-2640,  
[redacted] E-mail: [redacted]

(b)(6)

USER AGENCY- Linda Ford, Director of Elections, Georgia Secretary of State, 2 MLK  
Jr. Drive, Suite 802, Floyd West Tower, Atlanta, GA 30334, [redacted]  
Email [redacted]

**VI. OTHER PROVISIONS.**

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the registrant's eligibility for the benefit.

**(C) Criminal Penalties.**

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

**(D) Third Party Liability.**

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall

inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

(J) Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; the Help America Vote Act, 42 U.S.C. § 15301, et seq., as amended; the Voting Rights Act, 42 U.S.C. § 1973, et seq., as amended; the Civil Rights Act, 42 U.S.C. §§ 1971, 1974, as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and the attached USCIS Anticipated Collections from Non-Federal Sources Addendum constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

## **IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User

Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated attachments, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

[Redacted Signature]

(b)(6)

[Redacted Signature]

**Alissar K. Rahi**  
**Chief, SAVE Program**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**

Linda Ford  
Director of Elections  
Elections Division  
Georgia Secretary of State

4/9/15  
**Date**

3/10/2015  
**Date**

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
IDAHO SECRETARY OF STATE  
REGARDING PARTICIPATION IN THE SAVE PROGRAM**

**I. PARTIES.**

The parties to this Systematic Alien Verification for Entitlements (SAVE) Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Idaho Secretary of State** (User Agency).

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Section 642 of Div. C, Title VI of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended (8 U.S.C. §1373).

The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.

Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq, as amended.

The Federal Information Security Management Act of 2014 (Pub. L. 118-283), as amended.

National Voter Registration Act of 1993, 52 U.S.C. § 20501, Pub. L. No. 103-31, 107 Stat. 77, as amended.

Help America Vote Act of 2002, 52 U.S.C. § 20901, Pub. L. No. 107-252, § 303, 116 Stat. 1666, as amended.

Idaho Constitution Article VI, Section 2.

Idaho Code §§ 34-201; 34-202; 34-203; 34-402; 34-403; 34-409; 34-411; 34-418(2); 34-419.

Idaho Exec. Order No. 2024-07, "Only Citizens Will Vote Act," July 9, 2024.

Pursuant to the requirements of Office of Management and Budget (OMB) Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the naturalized or acquired citizenship information and immigration status information verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions for the User Agency's participation in the SAVE program to verify citizenship and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrant or registered voters within the User Agency's jurisdiction for **voter registration and voter list maintenance** (benefit) in the State of **Idaho**.<sup>1</sup>

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

(1) Provide to the User Agency in a manner determined by DHS-USCIS, a naturalized or acquired<sup>2</sup> citizenship information and immigration status information verification system under SAVE. SAVE will provide information to the User Agency by initial response (initial verification) to an on-line inquiry by the User Agency; and additional verification procedures where applicable;

(2) Respond to properly submitted verification requests from the User Agency by providing the limited information noted in the **PURPOSE** section above, i.e., a verification case number and U.S. citizenship or immigration status, if any;

(3) Process and respond to properly submitted additional and manual additional verification requests from the User Agency.<sup>3</sup> Response time to additional and manual

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<sup>1</sup> "Participation" in SAVE is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

<sup>2</sup> "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, to foreign-born children of U.S. citizens, provided certain conditions are met. SAVE is only able to verify information that relates to information found in the databases accessed by the system. Accordingly, if an individual with acquired citizenship status has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship status in its databases, and SAVE will not be able to confirm that individual's acquired citizenship status. However, many acquired citizens have received U.S. passports from the Department of State (DOS). If the DOS has provided USCIS with a record of the passport citizenship adjudication and USCIS has updated the individual's alien file, SAVE would be able to find the citizenship record with the individual's Alien number.

<sup>3</sup> "Additional verification" is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant or registered voter's specific circumstances;

(4) Provide to the User Agency operating instructions necessary for the User Agency to designate Users within the purview of the User Agency;

(5) Provide to the User Agency SAVE point of contact information for questions or problems regarding the User Agency's participation in SAVE;

(6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to additional verification processes. User agency consents to electronic-only submission of all verification requests and additional information, including information submitted for SAVE additional verification (formerly submitted on paper Form G-845 and G-845 Supplement). SAVE will reject non-electronic (i.e., paper) verification requests and information submissions;

(8) Recover no more than its actual costs. SAVE transaction charges are found on the SAVE website, which along with methods of payment are subject to change upon prior written notification to the User Agency;

(9) Submit invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The User Agency's High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

(1) SAVE System Use.

(a) Provide the information SAVE requires to respond to User Agency requests for verification of naturalized or acquired citizenship information or immigration status information, i.e., one or more citizenship or immigration enumerators (for example, Alien Registration Number/USCIS Number, Certificate of Naturalization Number, or Certificate of Citizenship Number); first and last name; and date of birth.

User Agency must institute additional verification for any registrant or registered voter that does not verify as a naturalized or acquired citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of naturalized or acquired citizen. If SAVE does not verify the registrant or registered voter as a naturalized or acquired citizen after conducting the second step additional verification, the User Agency must contact the registrant or registered voter to obtain

proof of citizenship in accordance with the provisions of this MOA and Federal and State law;

(b) Ensure that, prior to using SAVE, all User Agency personnel performing verification procedures complete SAVE-required training including: reviewing the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA, as updated. These instructional materials will address the policies and procedures governing use of the program, including (1) program access, (2) verification procedures, (3) disclosure of information and privacy protections, (4) non-discrimination requirements, and (5) records correction procedures for registrant or registered voters;

(c) Ensure User Agency is provided with, maintains, and uses SAVE User IDs to limit SAVE access to Users that have a need to perform verification procedures and promptly terminate the User's access as requested by SAVE, or if the User separates from the User Agency or otherwise no longer needs SAVE access;

(d) Ensure all Users performing verification procedures only use SAVE with respect to verification of registrant or registered voter naturalized or acquired citizenship information or immigration status information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE monitoring and compliance;

(f) Ensure all Users perform any additional verification procedures SAVE requires and/or the registrant or registered voter requests after the User Agency initiates a verification request;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying naturalized or acquired citizenship information and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrant or registered voters within User Agency's jurisdiction for determining eligibility for voter registration and to vote in the State of Idaho, and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act of 2014 (Pub. L. 118-283) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Maintain physical, administrative and technical safeguards for SAVE information and access methods to ensure that it is not used for any other purpose than described in this

MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>4</sup>

(j) Comply with the Privacy Act of 1974, 5 U.S.C. § 552a, as amended, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA. Information shared as a result of this MOA shall be considered DHS-USCIS information. Responses to third party requests for such information should be consistent with federal law and DHS policy, including but not limited to the provisions of the Freedom of Information Act, 5 U.S.C. § 552;

(k) Comply with federal laws prohibiting discrimination against registrant or registered voters and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registrant or registered voter, including but not limited to the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901, as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended;

(l) Administer SAVE verification in a manner that does not unlawfully discriminate against registrant or registered voters on any protected basis, including sex, color, race, religion, national origin, disability, or age. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, and related agency implementing regulations, User Agency will provide reasonable modifications for individuals with disabilities to ensure effective communication;

(m) Comply with the requirements of Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency,” 65 Fed. Reg. 50,121 (Aug. 16, 2000)), to take reasonable steps to provide limited English proficiency (LEP) persons interacting with their respective agency with meaningful access to federally conducted programs and activities, including services and benefits, in accordance with LEP guidance set forth by the U.S. Department of Justice and any other applicable authorities;

(n) Provide or cause to be provided to all individuals with respect to whom User Agency or another agency intends to deny registration or proceed with any removal from a voter roll or other action removing or limiting the right to vote, or with civil or criminal enforcement action, because or based in whole or in part upon any information received pursuant to this MOA, with any right to notice and hearing or other due process available under Idaho or other applicable law. For any individual for whom User Agency or another agency intends to deny registration or proceed with removal from a voter roll or other action removing or limiting the right to vote as a result of USCIS information

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<sup>4</sup> Each registrant or registered voter seeking access to information regarding themselves may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

received pursuant to this MOA indicating that the individual is not a U.S. citizen or that USCIS was unable to verify the individual's naturalized or acquired U.S. citizenship, User Agency will provide or cause to provide adequate written notice to the individual that citizenship could not be verified and the information necessary to contact DHS-USCIS so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(o) Provide written notice to registrant or registered voters that any information they provide may be subject to verification. User Agency will inform in writing each registrant or registered voter covered by this Agreement that their citizenship or immigration status may be verified against federal immigration records;

(p) Provide all registrant or registered voters who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(q) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. § 1324a.

## (2) Monitoring and Compliance.

(a) Provide DHS-USCIS with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the use of SAVE by the User Agency;

(b) Notify DHS-USCIS immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify DHS-USCIS immediately whenever there is reason to believe a breach of personally identifiable information has occurred as a result of User Agency action or inaction pursuant to OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information" or successor guidance;

(d) Allow DHS-USCIS to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant or registered voter consent documents required by the Privacy Act, 5 U.S.C. § 552a or other applicable authority;

(e) Allow DHS-USCIS to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow DHS-USCIS to perform audits of User Agency's User ID use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow DHS-USCIS to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow DHS-USCIS to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE requirements by its authorized agents or designees;

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE Program data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Consistent with applicable laws, regulations, and policies, and the availability of User Agency resources, User Agency will commit personnel and resources sufficient to support this MOA.

(3) Reimbursement.

(a) The User Agency certifies that, each fiscal year, it will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation for the coming year.

(b) Pay the transaction charges reflected on the SAVE website, which along with methods of payment are subject to change upon prior written notification to the User Agency;

(c) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the User Agency High Level Identifier with remittance; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. § 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at

monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

## V. POINTS OF CONTACT.

### USCIS SAVE

U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Attn: SAVE Operations  
5900 Capital Gateway Drive, Mail Stop 2620  
Camp Springs, MD 20588-0009

Phone:  E-mail:  (b)(6)

### USER AGENCY

Idaho Secretary of State  
Gabe Osterhout  
Data Visualization Specialist  
700 W. Jefferson St., E205  
Boise, ID 83720

(b)(6)

## VI. OTHER PROVISIONS.

A. MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA. The User Agency will also ensure that all county and local officials responsible for voter registration use information obtained from SAVE and provided by the User Agency in accordance with the terms and conditions of this MOA.

B. Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the sole responsibility to determine the registrant or registered voter's eligibility for the benefit.

C. Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act of 1974, 5 U.S.C. § 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

D. Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

E. Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the SAVE and the User Agency Point of Contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

F. Conflicts. This MOA constitutes the full agreement on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA (for example, transaction charges).

G. Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

H. Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

I. Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

J. Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901 et seq., as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

A. This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement.

B. DHS-USCIS may accomplish unilateral administrative modifications to revise transaction charges, points of contact and methods of payment, effective upon prior written notification to the User Agency. Either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

## **IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA, and thereby the Agency's use of SAVE, without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

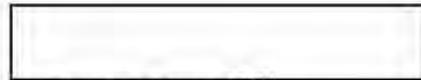
The foregoing, in conjunction with the referenced and incorporated addendums, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

**AMY J WHEELOCK** Digitally signed by AMY J WHEELOCK  
Date: 2024.09.17 15:12:30 -04'00'

**Amy Wheelock**  
**Chief**  
**Verification Division**  
**Immigration Records and Identity Services**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**

9/17/2024  
**Date**

 (b)(6)

**Nicole Fitzgerald**  
**Chief Deputy**  
**Idaho Secretary of State**  
**State of Idaho**

9/16/24  
**Date**

## MEMORANDUM OF AGREEMENT

### BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, U.S. CITIZENSHIP AND IMMIGRATION SERVICES, AND MISSISSIPPI SECRETARY OF STATE – ELECTIONS DIVISION REGARDING PARTICIPATION IN THE SAVE PROGRAM

#### **I. PARTIES.**

The parties to this Systematic Alien Verification for Entitlements (SAVE) Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Mississippi Secretary of State-Elections Division** (User Agency), which will oversee and grant Mississippi county and local voter registration officials participation in the DHS-USCIS administered SAVE Program for the purposes and under the terms specified in the MOA.

#### **II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Section 642 of Div. C, Title VI of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended (8 U.S.C. §1373).

The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.

Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq, as amended.

The Federal Information Security Management Act of 2014 (Pub. L. 118-283), as amended.

National Voter Registration Act of 1993, 52 U.S.C. § 20501, Pub. L. No. 103-31, 107 Stat. 77, as amended.

Help America Vote Act of 2002, 52 U.S.C. § 20901, Pub. L. No. 107-252, § 303, 116 Stat. 1666, as amended.

Miss. Code Ann. Title 23, Chapter 15, §§ 23-15-11, 23-15-15, 23-15-21, 23-15-45, 23-15-152, and 23-15-165 as amended.

Miss. Admin. Code, Title 1, Part 10, Chapters 7 and 8.

Pursuant to the requirements of Office of Management and Budget (OMB) Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the naturalized or acquired citizenship information and immigration status information verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions for the User Agency's participation in SAVE to verify citizenship and immigration status information of noncitizen and naturalized or acquired U.S. citizen voting applicants and registered voters (collectively, "registrants") within User Agency's jurisdiction for **voter registration and voter list maintenance** (benefit) in the State of Mississippi.<sup>1</sup>

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

(1) Provide to the User Agency in a manner determined by DHS-USCIS, a naturalized or acquired<sup>2</sup> citizenship information and immigration status information verification system under SAVE. SAVE will provide information to the User Agency by initial response (initial verification) to an on-line inquiry by the User Agency; and additional verification procedures where applicable;

(2) Respond to properly submitted verification requests from the User Agency by providing the limited information noted in the **PURPOSE** section above, i.e., a verification case number and U.S. citizenship or immigration status, if any;

(3) Process and respond to properly submitted additional and manual additional verification requests from the User Agency.<sup>3</sup> Response time to additional and manual

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<sup>1</sup> "Participation" in SAVE is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

<sup>2</sup> "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, to foreign-born children of U.S. citizens, provided certain conditions are met. SAVE is only able to verify information that relates to information found in the databases accessed by the system. Accordingly, if an individual with acquired citizenship status has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship status in its databases, and SAVE will not be able to confirm that individual's acquired citizenship status. However, many acquired citizens have received U.S. passports from the Department of State (DOS). If the DOS has provided USCIS with a record of the passport citizenship adjudication and USCIS has updated the individual's alien file, SAVE would be able to find the citizenship record with the individual's Alien number.

<sup>3</sup> "Additional verification" is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant or registered voter's specific circumstances;

(4) Provide to the User Agency operating instructions necessary for the User Agency to designate Users within the purview of the User Agency;

(5) Provide to the User Agency SAVE point of contact information for questions or problems regarding the User Agency's participation in SAVE;

(6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to additional verification processes. User agency consents to electronic-only submission of all verification requests and additional information, including information submitted for SAVE additional verification (formerly submitted on paper Form G-845 and G-845 Supplement). SAVE will reject non-electronic (i.e., paper) verification requests and information submissions;

(8) Recover no more than its actual costs. SAVE transaction charges are found on the SAVE website. SAVE transaction charges and methods of payment are subject to change upon prior written notification to the User Agency;

(9) Submit invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The User Agency's High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees for itself and the Mississippi county and local officials participating in SAVE to:**

(1) SAVE System Use.

(a) Provide the information SAVE requires to respond to User Agency requests for verification of naturalized or acquired citizenship information or immigration status information, i.e., one or more citizenship or immigration enumerators (for example, Alien Registration Number/USCIS Number, Certificate of Naturalization Number, or Certificate of Citizenship Number); first and last name; and date of birth.

User Agency must institute additional verification for any registrant or registered voter that does not verify as a naturalized or acquired citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of naturalized or acquired citizen. If SAVE does not verify the registrant or registered voter as a naturalized or acquired citizen after conducting the second step additional verification, the User Agency must contact the registrant or registered voter to obtain

proof of citizenship in accordance with the provisions of this MOA and Federal and State law;

(b) Ensure that, prior to using SAVE, all User Agency personnel performing verification procedures complete SAVE-required training including: reviewing the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA, as updated. These instructional materials will address the policies and procedures governing use of the program, including (1) program access, (2) verification procedures, (3) disclosure of information and privacy protections, (4) non-discrimination requirements, and (5) records correction procedures for registrant or registered voters;

(c) Ensure User Agency is provided with, maintains, and uses SAVE User IDs to limit SAVE access to Users that have a need to perform verification procedures and promptly terminate the User's access as requested by SAVE, or if the User separates from the User Agency or otherwise no longer needs SAVE access;

(d) Ensure all Users performing verification procedures only use SAVE with respect to verification of registrant or registered voter naturalized or acquired citizenship information or immigration status information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE monitoring and compliance;

(f) Ensure all Users perform any additional verification procedures SAVE requires and/or the registrant or registered voter requests after the User Agency initiates a verification request;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying naturalized or acquired citizenship information and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrant or registered voters within User Agency's jurisdiction for determining eligibility for voter registration and to vote in the State of Mississippi, and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act of 2014 (Pub. L. 118-283) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Maintain physical, administrative and technical safeguards for SAVE information and access methods to ensure that it is not used for any other purpose than described in this

MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>4</sup>

(j) Comply with the Privacy Act of 1974, 5 U.S.C. § 552a, as amended, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA. Information shared as a result of this MOA shall be considered DHS-USCIS information. Responses to third party requests for such information should be consistent with federal law and DHS policy, including but not limited to the provisions of the Freedom of Information Act, 5 U.S.C. § 552;

(k) Comply with federal laws prohibiting discrimination against registrant or registered voters and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registrant or registered voter, including but not limited to the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901, as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended;

(l) Administer SAVE verification in a manner that does not unlawfully discriminate against registrant or registered voters on any protected basis, including sex, color, race, religion, national origin, disability, or age. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, and related agency implementing regulations, User Agency will provide reasonable modifications for individuals with disabilities to ensure effective communication;

(m) Comply with the requirements of Executive Order 13166 ("Improving Access to Services for Persons with Limited English Proficiency," 65 Fed. Reg. 50,121 (Aug. 16, 2000)), to take reasonable steps to provide limited English proficiency (LEP) persons interacting with their respective agency with meaningful access to federally conducted programs and activities, including services and benefits, in accordance with LEP guidance set forth by the U.S. Department of Justice and any other applicable authorities.

(n) Provide or cause to be provided to all individuals with respect to whom User Agency or another agency intends to deny registration or proceed with any removal from a voter roll or other action removing or limiting the right to vote, or with civil or criminal enforcement action, because or based in whole or in part upon any information received pursuant to this MOA, with any right to notice and hearing or other due process available under Mississippi or other applicable law. For any individual for whom User Agency or another agency intends to deny registration or proceed with removal from a voter roll or other action removing or limiting the right to vote as a result of USCIS information received pursuant to this MOA indicating that the individual is not a U.S. citizen or that USCIS was unable to verify the individual's naturalized or acquired U.S. citizenship,

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<sup>4</sup> Each registrant or registered voter seeking access to information regarding themselves may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

User Agency will provide or cause to provide adequate written notice to the individual that citizenship could not be verified and the information necessary to contact DHS- USCIS so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(o) Provide written notice to registrant or registered voters that any information they provide may be subject to verification. User Agency will inform in writing each registrant or registered voter covered by this Agreement that their citizenship or immigration status may be verified against federal immigration records;

(p) Provide all registrants or registered voters who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(q) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. § 1324a.

(2) Monitoring and Compliance.

(a) Provide DHS-USCIS with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the use of SAVE by the User Agency;

(b) Notify DHS-USCIS immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify DHS-USCIS immediately whenever there is reason to believe a breach of personally identifiable information has occurred as a result of User Agency action or inaction pursuant to OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information" or successor guidance;

(d) Allow DHS-USCIS to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant or registered voter consent documents required by the Privacy Act, 5 U.S.C. § 552a or other applicable authority;

(e) Allow DHS-USCIS to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow DHS-USCIS to perform audits of User Agency's User ID use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow DHS-USCIS to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow DHS-USCIS to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE requirements by its authorized agents or designees;

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE Program data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Consistent with applicable laws, regulations, and policies, and the availability of User Agency resources, User Agency will commit personnel and resources sufficient to support this MOA.

(3) Reimbursement.

(a) The User Agency certifies that, each fiscal year, it will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation for the coming year.

(b) Pay the transaction charges reflected on the SAVE website, which along with methods of payment are subject to change upon prior written notification to the User Agency;

(c) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the User Agency High Level Identifier with remittance; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. § 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late

payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

(4) County and Local Official Users.

(a) Cooperate and collaborate with DHS-USCIS in engaging with county and local official users to ensure that they comply with SAVE training requirements and, in the event of non-compliance, in suspending or terminating access to SAVE.

(b) Cooperate and collaborate with DHS-USCIS regarding direct assistance to county and local official SAVE users when necessary to ensure compliance with the terms of this MOA. User Agency shall take corrective measures in a timely manner to address all lawful requirements and recommendations within the scope of its authority on every written DHS-USCIS finding including but not limited to misuse of the system, discriminatory use of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE program procedures or other applicable law, regulation or policy by county or local official users.

(c) Allow DHS-USCIS and its components to monitor county and local official user system access and usage of SAVE and to assist SAVE system users as necessary to ensure compliance with the terms of this MOA. DHS-USCIS shall be allowed to conduct compliance assistance activities, in coordination with User Agency's primary oversight and monitoring processes, to review county and local official compliance with this MOA.

(d) Provide DHS-USCIS, on request, with copies of agreements with county and local officials that bind the county and local officials, including their employees and contractors, to comply with the privacy and security requirements set forth in this MOA, with the verification requirements in this MOA, and with DHS-USCIS's privacy and security requirements in conducting the verifications, and with all other requirements set forth in this MOA.

**V. POINTS OF CONTACT.**

USCIS SAVE  
U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Attn: SAVE Operations  
5900 Capital Gateway Drive, Mail Stop 2620  
Camp Springs, MD 20588-0009

(b)(6)

Phone:  E-mail:

USER AGENCY  
Kyle Kirkpatrick  
Assistant Secretary of State for Elections  
Heber Ladner Building  
401 Mississippi Street

**VI. OTHER PROVISIONS.**

A. MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA. The User Agency will also ensure that all county and local officials responsible for voter registration use information obtained from SAVE and provided by the User Agency in accordance with the terms and conditions of this MOA.

B. Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the sole responsibility to determine the registrant or registered voter's eligibility for the benefit.

C. Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act of 1974, 5 U.S.C. § 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

D. Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

E. Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the SAVE and the User Agency Point of Contact should be provided in writing to the authorized officials at both agencies for resolution. If

settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

F. Conflicts. This MOA constitutes the full agreement on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA (for example, transaction charges).

G. Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

H. Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

I. Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

J. Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901 et seq., as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

A. This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and its addenda constitute the complete MOA between the parties for its stated purpose, and no

modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement.

B. DHS-USCIS may accomplish unilateral administrative modifications to revise transaction charges, points of contact and methods of payment, effective upon prior written notification to the User Agency. Either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

**IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA, and thereby the Agency's use of SAVE, without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated addendums, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

**AMY J WHEELOCK** Digitally signed by AMY J WHEELOCK  
Date: 2024.09.18 09:03:44 -04'00'

**Amy J. Wheelock**  
**Chief, Verification Division**  
**Verification Division**  
**Immigration Records and Identity Services**  
**U.S. Citizenship and Immigration Services**  
**9Department of Homeland Security**

\_\_\_\_\_  
**Date**

\_\_\_\_\_

**Kyle Kirkpatrick**  
**Assistant Secretary of State,**  
**Elections**  
**Secretary of State's Office**  
**State of Mississippi**

9/17/2024  
**Date**

(b)(6)

## MEMORANDUM OF AGREEMENT

### **BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, U.S. CITIZENSHIP AND IMMIGRATION SERVICES, AND OHIO SECRETARY OF STATE, DIVISION OF ELECTIONS REGARDING PARTICIPATION IN THE SAVE PROGRAM**

#### **I. PARTIES.**

The parties to this Systematic Alien Verification for Entitlements (SAVE) Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Ohio Secretary of State** (User Agency).

#### **II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Section 642 of Div. C, Title VI of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended (8 U.S.C. §1373).

The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.

Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq, as amended.

The Federal Information Security Management Act of 2014 (Pub. L. 118-283), as amended.

National Voter Registration Act of 1993, 52 U.S.C. § 20501, Pub. L. No. 103-31, 107 Stat. 77, as amended.

Help America Vote Act of 2002, 52 U.S.C. § 20901, Pub. L. No. 107-252, § 303, 116 Stat. 1666, as amended.

Ohio Constitution Article V, Section 1

Ohio Rev. Code §§ 3503.01; 3503.07; 3503.20; 3503.151; 3503.152

Pursuant to the requirements of Office of Management and Budget (OMB) Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the naturalized or acquired citizenship information and immigration status information verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions for the User Agency's participation in the SAVE program to verify citizenship and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrant or registered voters within User Agency's jurisdiction for **voter registration and voter list maintenance** (benefit) in the State of Ohio.<sup>1</sup>

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

(1) Provide to the User Agency in a manner determined by DHS-USCIS, a naturalized or acquired<sup>2</sup> citizenship information and immigration status information verification system under SAVE. SAVE will provide information to the User Agency by initial response (initial verification) to an on-line inquiry by the User Agency; and additional verification procedures where applicable;

(2) Respond to properly submitted verification requests from the User Agency by providing the limited information noted in the **PURPOSE** section above, i.e., a verification case number and U.S. citizenship or immigration status, if any;

(3) Process and respond to properly submitted additional and manual additional verification requests from the User Agency.<sup>3</sup> Response time to additional and manual verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant or registered voter's specific circumstances;

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<sup>1</sup> "Participation" in SAVE is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

<sup>2</sup> "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, to foreign-born children of U.S. citizens, provided certain conditions are met. SAVE is only able to verify information that relates to information found in the databases accessed by the system. Accordingly, if an individual with acquired citizenship status has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship status in its databases, and SAVE will not be able to confirm that individual's acquired citizenship status. However, many acquired citizens have received U.S. passports from the Department of State (DOS). If the DOS has provided USCIS with a record of the passport citizenship adjudication and USCIS has updated the individual's alien file, SAVE would be able to find the citizenship record with the individual's Alien number.

<sup>3</sup> "Additional verification" is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

- (4) Provide to the User Agency operating instructions necessary for the User Agency to designate Users within the purview of the User Agency;
- (5) Provide to the User Agency SAVE point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;
- (7) Provide the User Agency access to additional verification processes. User agency consents to electronic-only submission of all verification requests and additional information, including information submitted for SAVE additional verification (formerly submitted on paper Form G-845 and G-845 Supplement). SAVE will reject non-electronic (i.e., paper) verification requests and information submissions;
- (8) Recover no more than its actual costs. SAVE transaction charges are found on the SAVE website. SAVE transaction charges and methods of payment are subject to change upon prior written notification to the User Agency;
- (9) Submit invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The User Agency's High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and
- (10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

(1) SAVE System Use.

- (a) Provide the information SAVE requires to respond to User Agency requests for verification of naturalized or acquired citizenship information or immigration status information, i.e., one or more citizenship or immigration enumerators (for example, Alien Registration Number/USCIS Number, Certificate of Naturalization Number, or Certificate of Citizenship Number); first and last name; and date of birth.

User Agency must institute additional verification for any registrant or registered voter that does not verify as a naturalized or acquired citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of naturalized or acquired citizen. If SAVE does not verify the registrant or registered voter as a naturalized or acquired citizen after conducting the second step additional verification, the User Agency must contact the registrant or registered voter to obtain proof of citizenship in accordance with the provisions of this MOA and Federal and State law;

(b) Ensure that, prior to using SAVE, all User Agency personnel performing verification procedures complete SAVE-required training including: reviewing the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA, as updated. These instructional materials will address the policies and procedures governing use of the program, including (1) program access, (2) verification procedures, (3) disclosure of information and privacy protections, (4) non-discrimination requirements, and (5) records correction procedures for registrant or registered voters;

(c) Ensure User Agency is provided with, maintains, and uses SAVE User IDs to limit SAVE access to Users that have a need to perform verification procedures and promptly terminate the User's access as requested by SAVE, or if the User separates from the User Agency or otherwise no longer needs SAVE access;

(d) Ensure all Users performing verification procedures only use SAVE with respect to verification of registrant or registered voter naturalized or acquired citizenship information or immigration status information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE monitoring and compliance;

(f) Ensure all Users perform any additional verification procedures SAVE requires and/or the registrant or registered voter requests after the User Agency initiates a verification request;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying naturalized or acquired citizenship information and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrant or registered voters within User Agency's jurisdiction for determining eligibility for voter registration and to vote in the State of Ohio, and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act of 2014 (Pub. L. 118-283) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Maintain physical, administrative and technical safeguards for SAVE information and access methods to ensure that it is not used for any other purpose than described in this

MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>4</sup>

(j) Comply with the Privacy Act of 1974, 5 U.S.C. § 552a, as amended, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA. Information shared as a result of this MOA shall be considered DHS-USCIS information. Responses to third party requests for such information should be consistent with federal law and DHS policy, including but not limited to the provisions of the Freedom of Information Act, 5 U.S.C. § 552;

(k) Comply with federal laws prohibiting discrimination against registrant or registered voters and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registrant or registered voter, including but not limited to the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901, as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended;

(l) Administer SAVE verification in a manner that does not unlawfully discriminate against registrant or registered voters on any protected basis, including sex, color, race, religion, national origin, disability, or age. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, and related agency implementing regulations, User Agency will provide reasonable modifications for individuals with disabilities to ensure effective communication;

(m) Comply with the requirements of Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency,” 65 Fed. Reg. 50,121 (Aug. 16, 2000)), to take reasonable steps to provide limited English proficiency (LEP) persons interacting with their respective agency with meaningful access to federally conducted programs and activities, including services and benefits, in accordance with LEP guidance set forth by the U.S. Department of Justice and any other applicable authorities;

(n) Provide or cause to be provided to all individuals with respect to whom User Agency or another agency intends to deny registration or proceed with any removal from a voter roll or other action removing or limiting the right to vote, or with civil or criminal enforcement action, because or based in whole or in part upon any information received pursuant to this MOA, with any right to notice and hearing or other due process available under Ohio or other applicable law. For any individual for whom User Agency or another agency intends to deny registration or proceed with removal from a voter roll or other action removing or limiting the right to vote as a result of USCIS information

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<sup>4</sup> Each registrant or registered voter seeking access to information regarding themselves may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

received pursuant to this MOA indicating that the individual is not a U.S. citizen or that USCIS was unable to verify the individual's naturalized or acquired U.S. citizenship, User Agency will provide or cause to provide adequate written notice to the individual that citizenship could not be verified and the information necessary to contact DHS-USCIS so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(o) Provide written notice to registrant or registered voters that any information they provide may be subject to verification. User Agency will inform in writing each registrant or registered voter covered by this Agreement that their citizenship or immigration status may be verified against federal immigration records;

(p) Provide all registrant or registered voters who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(q) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. § 1324a.

## (2) Monitoring and Compliance.

(a) Provide DHS-USCIS with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the use of SAVE by the User Agency;

(b) Notify DHS-USCIS immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify DHS-USCIS immediately whenever there is reason to believe a breach of personally identifiable information has occurred as a result of User Agency action or inaction pursuant to OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information" or successor guidance;

(d) Allow DHS-USCIS to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant or registered voter consent documents required by the Privacy Act, 5 U.S.C. § 552a or other applicable authority;

(e) Allow DHS-USCIS to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow DHS-USCIS to perform audits of User Agency's User ID use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow DHS-USCIS to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow DHS-USCIS to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE requirements by its authorized agents or designees;

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE Program data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Consistent with applicable laws, regulations, and policies, and the availability of User Agency resources, User Agency will commit personnel and resources sufficient to support this MOA.

(3) Reimbursement.

(a) The User Agency certifies that, each fiscal year, it will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation for the coming year.

(b) Pay the transaction charges reflected on the SAVE website, which along with methods of payment are subject to change upon prior written notification to the User Agency;

(c) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the User Agency High Level Identifier with remittance; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. § 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at

monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

**V. POINTS OF CONTACT.**

**USCIS SAVE**

U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Attn: SAVE Operations  
5900 Capital Gateway Drive, Mail Stop 2620  
Camp Springs, MD 20588-0009

[Redacted] (b)(6)

**USER AGENCY**

Office of the Ohio Secretary of State  
Kimberly Burns  
Assistant Secretary of State  
180 S. Civic Center Drive  
Columbus, OH 43215

[Redacted] (b)(6)

**VI. OTHER PROVISIONS.**

A. MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA. The User Agency will also ensure that all county and local officials responsible for voter registration use information obtained from SAVE and provided by the User Agency in accordance with the terms and conditions of this MOA.

B. Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the sole responsibility to determine the registrant or registered voter's eligibility for the benefit.

C. Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act of 1974, 5 U.S.C. § 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

D. Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

E. Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the SAVE and the User Agency Point of Contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

F. Conflicts. This MOA constitutes the full agreement on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA (for example, transaction charges).

G. Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

H. Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

I. Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

J. Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901 et seq., as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

A. This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and its addenda constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement.

B. DHS-USCIS may accomplish unilateral administrative modifications to revise transaction charges, points of contact and methods of payment, effective upon prior written notification to the User Agency. Either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

## **IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA, and thereby the Agency's use of SAVE, without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated addendums, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

**STEVEN P  
YONKERS**

Digitally signed by  
STEVEN P YONKERS  
Date: 2024.07.02  
13:11:28 -04'00'

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**Steven P. Yonkers**  
**Chief, SAVE Programs and Strategies Branch**  
**Verification Division**  
**Immigration Records and Identity Services**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**

07/02/2024

**Date**

**Kim Burns**

Digitally signed by Kim  
Burns  
Date: 2024.06.27  
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**Kimberly Burns**  
**Assistant Secretary of State**  
**Office of the Secretary of State**  
**State of Ohio**

06/27/2024

**Date**

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
SOUTH CAROLINA STATE ELECTIONS COMMISSION  
REGARDING PARTICIPATION IN THE SAVE PROGRAM**

**I. PARTIES.**

The parties to this Systematic Alien Verification for Entitlements (SAVE) Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **South Carolina State Elections Commission** (User Agency).

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Section 642 of Div. C, Title VI of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended (8 U.S.C. §1373).

The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.

Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq, as amended.

The Federal Information Security Management Act of 2014 (Pub. L. 118-283), as amended.

National Voter Registration Act of 1993, 52 U.S.C. § 20501, Pub. L. No. 103-31, 107 Stat. 77, as amended.

Help America Vote Act of 2002, 52 U.S.C. § 20901, Pub. L. No. 107-252, § 303, 116 Stat. 1666, as amended.

South Carolina Code § 7-3-20(D)(11).

South Carolina Code § 7-3-30.

South Carolina Code § 7-3-70(c).

South Carolina Code § 7-5-120(A).

South Carolina Code § 7-5-340(A)(1)(d).

South Carolina Code § 8-29-10(E).

Pursuant to the requirements of OMB Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the naturalized or acquired citizenship information and immigration status information verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions for the User Agency's participation in SAVE to verify citizenship and immigration status information of noncitizen and naturalized or acquired U.S. citizen registered voters within User Agency's jurisdiction for **voter list maintenance** (benefit) in the State of South Carolina.<sup>1</sup>

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

(1) Provide to the User Agency in a manner determined by DHS-USCIS, a naturalized or acquired<sup>2</sup> citizenship information and immigration status information verification system under SAVE. SAVE will provide information to the User Agency by initial response (initial verification) to an on-line inquiry by the User Agency; and additional verification procedures where applicable;

(2) Respond to properly submitted verification requests from the User Agency by providing the limited information noted in the **PURPOSE** section above, i.e., a verification case number and U.S. citizenship or immigration status, if any;

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<sup>1</sup> "Participation" in SAVE is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

<sup>2</sup> "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, to foreign-born children of U.S. citizens, provided certain conditions are met. SAVE is only able to verify information that relates to information found in the databases accessed by the system. Accordingly, if an individual with acquired citizenship status has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship status in its databases, and SAVE will not be able to confirm that individual's acquired citizenship status. However, many acquired citizens have received U.S. passports from the Department of State (DOS). If the DOS has provided USCIS with a record of the passport citizenship adjudication and USCIS has updated the individual's alien file, SAVE would be able to find the citizenship record with the individual's Alien number.

- (3) Process and respond to properly submitted additional and manual additional verification requests from the User Agency.<sup>3</sup> Response time to additional and manual verification requests may vary depending upon DHS-USCIS workload, available resources, and the registered voter's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary for the User Agency to designate Users within the purview of the User Agency;
- (5) Provide to the User Agency SAVE point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;
- (7) Provide the User Agency access to manual additional verification processes. User agency consents to electronic-only submission of all verification requests and additional information, including information submitted for SAVE additional manual verification (formerly submitted on paper Form G-845 and G-845 Supplement). SAVE will reject non-electronic (i.e., paper) verification requests and information submissions;
- (8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;
- (9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and
- (10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

- (1) SAVE System Use.

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<sup>3</sup> "Additional verification" is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

(a) Provide the information SAVE requires to respond to User Agency requests for verification of naturalized or acquired citizenship information or immigration status information, i.e., one or more citizenship or immigration enumerators (for example, Alien Registration Number/USCIS Number, Certificate of Naturalization Number, or Certificate of Citizenship Number); first and last name; and date of birth.

User Agency must institute additional verification for any registered voter that does not verify as a naturalized or acquired citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of naturalized or acquired citizen. If SAVE does not verify the registered voter as a naturalized or acquired citizen after conducting the second step additional verification, the User Agency must contact the registered voter to obtain proof of citizenship in accordance with the provisions of this MOA and Federal and State law;

(b) Ensure that, prior to using SAVE, all User Agency personnel performing verification procedures complete SAVE-required training including: reviewing the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA, as updated. These instructional materials will address the policies and procedures governing use of the program, including (1) program access, (2) verification procedures, (3) disclosure of information and privacy protections, (4) non-discrimination requirements, and (5) records correction procedures for registered voters;

(c) Ensure User Agency is provided with, maintains, and uses SAVE User IDs to limit SAVE access to Users that have a need to perform verification procedures and promptly terminate the User's access as requested by SAVE, or if the User separates from the User Agency or otherwise no longer needs SAVE access;

(d) Ensure all Users performing verification procedures only use SAVE with respect to verification of registered voter naturalized or acquired citizenship information or immigration status information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE monitoring and compliance;

(f) Ensure all Users perform any additional verification procedures SAVE requires and/or the registered voter requests after the User Agency initiates a verification request;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying naturalized or acquired citizenship information and immigration status information of noncitizen and naturalized or acquired U.S. citizen registered voters within User Agency's jurisdiction for determining eligibility for voter registration and to vote in the State of South Carolina, and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act of 2014 (Pub. L. 118-283) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Maintain physical, administrative and technical safeguards for SAVE information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>4</sup>

(j) Comply with the Privacy Act of 1974, 5 U.S.C. § 552a, as amended, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA. Information shared as a result of this MOA shall be considered DHS-USCIS information. Responses to third party requests for such information should be consistent with federal law and DHS policy, including but not limited to the provisions of the Freedom of Information Act, 5 U.S.C. § 552;

(k) Comply with federal laws prohibiting discrimination against registered voters and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registered voter, including but not limited to the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901, as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended;

(l) Administer SAVE verification in a manner that does not unlawfully discriminate against registered voters on any protected basis, including sex, color, race, religion, national origin, disability, or age. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, and related agency implementing regulations, User Agency will provide reasonable modifications for individuals with disabilities to ensure effective communication.

(m) Comply with the requirements of Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency,” 65 Fed. Reg. 50,121 (Aug. 16, 2000)), to take reasonable steps to provide limited English proficiency (LEP) persons interacting with their respective agency with meaningful access to federally conducted programs and activities, including services and benefits, in accordance with LEP guidance set forth by the U.S. Department of Justice and any other applicable authorities.

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<sup>4</sup> Each registered voter seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

(n) Provide or cause to be provided to all individuals with respect to whom User Agency or another agency intends to deny registration or proceed with any removal from a voter roll or other action removing or limiting the right to vote, or with civil or criminal enforcement action, because or based in whole or in part upon any information received pursuant to this MOA, with any right to notice and hearing or other due process available under South Carolina or other applicable law. For any individual for whom User Agency or another agency intends to deny registration or proceed with removal from a voter roll or other action removing or limiting the right to vote as a result of USCIS information received pursuant to this MOA indicating that the individual is not a U.S. citizen or that USCIS was unable to verify the individual's naturalized or acquired U.S. citizenship, User Agency will provide or cause to provide adequate written notice to the individual that citizenship could not be verified and the information necessary to contact DHS-USCIS so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(o) Provide written notice to registered voters that any information they provide may be subject to verification. User Agency will inform in writing each registered voter covered by this Agreement that their citizenship or immigration status may be verified against federal immigration records.

(p) Provide all registered voters who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(q) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. § 1324a.

(2) Monitoring and Compliance.

(a) Provide DHS-USCIS with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the use of SAVE by the User Agency;

(b) Notify DHS-USCIS immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify DHS-USCIS immediately whenever there is reason to believe a breach of personally identifiable information has occurred as a result of User Agency action or inaction pursuant to OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information" or successor guidance;

(d) Allow DHS-USCIS to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registered voter consent documents required by the Privacy Act, 5 U.S.C. § 552a or other applicable authority;

(e) Allow DHS-USCIS to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow DHS-USCIS to perform audits of User Agency's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow DHS-USCIS to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow DHS-USCIS to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE requirements by its authorized agents or designees;

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE Program data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Consistent with applicable laws, regulations, and policies, and the availability of User Agency resources, User Agency will commit personnel and resources sufficient to support this MOA.

(3) Reimbursement.

(a) The User Agency certifies that it has obligated at least the amount specified on the initial ACA Addendum and will promptly provide DHS-USCIS an additional ACA Addendum each subsequent year. The User Agency further certifies that, each fiscal year, it will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation for the coming year and reflect that amount in each ACA Addendum. If the User Agency needs to add funds to the MOA it may do so through a unilateral modification of the ACA Addendum.

(b) Pay the transaction charges reflected on the SAVE website, which along with methods of payment are subject to change upon prior written notification to the User Agency;

(c) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(d) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to SAVE; and

(e) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. § 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

#### V. POINTS OF CONTACT.

USCIS SAVE - U.S. Citizenship and Immigration Services, Department of Homeland Security, Attn: SAVE Operations, 5900 Capital Gateway Drive, Mail Stop 2620, Camp Springs, MD 20588-0009, [redacted] E-mail: [redacted]

#### USER AGENCY-

1. Primary contact: Brian Keith Leach, South Carolina State Elections Commission, 1122 Lady Street, Suite 500, Columbia, South Carolina 29201, ofc. [redacted] [redacted] facsimile [redacted] email [redacted]
2. Secondary contact: Wanda Hemphill, South Carolina State Elections Commission, 1122 Lady Street, Suite 500, Columbia, South Carolina 29201; ofc. [redacted] facsimile [redacted] email: [redacted]

(b)(6)

## **VI. OTHER PROVISIONS.**

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA. The User Agency will also ensure that all county and local officials responsible for voter registration use information obtained from SAVE and provided by the User Agency in accordance with the terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the registered voter's eligibility for the benefit.

(C) Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act of 1974, 5 U.S.C. § 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

(D) Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the SAVE and the User Agency Point of Contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA and its referenced ACA Addendum constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA (for example, ACA Addendum and transaction charges).

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

(J) Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901 et seq., as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and its addenda constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement.

(B) DHS-USCIS may accomplish unilateral administrative modifications to revise transaction charges, points of contact and methods of payment, effective upon prior written notification to the User Agency. The User Agency may accomplish a unilateral administrative modification to add funds to the MOA through a revised ACA Addendum, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

**IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA, and thereby the Agency's use of SAVE, without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated addendums, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

[Redacted Signature]

**Shannon E. Slattery**  
**Chief (Acting), SAVE Program**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**

09/11/2023

**Date**

[Redacted Signature]

**Howard M. Knapp**  
**Executive Director**  
**South Carolina State Election Commission**  
**State of South Carolina**

9/1/23

**Date**

(b)(6)

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
TENNESSEE SECRETARY OF STATE, DIVISION OF ELECTIONS  
REGARDING PARTICIPATION IN THE SAVE PROGRAM**

**I. PARTIES.**

The parties to this Systematic Alien Verification for Entitlements (SAVE) Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Tennessee Secretary of State, Division of Elections** (User Agency).

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Section 642 of Div. C, Title VI of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended (8 U.S.C. §1373).

The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.

Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq, as amended.

The Federal Information Security Management Act of 2014 (Pub. L. 118-283), as amended.

National Voter Registration Act of 1993, 52 U.S.C. § 20501, Pub. L. No. 103-31, 107 Stat. 77, as amended.

Help America Vote Act of 2002, 52 U.S.C. § 20901, Pub. L. No. 107-252, § 303, 116 Stat. 1666, as amended.

Tenn. Const. Art IV § 1

Tenn. Code Ann. § 2-1-105

Tenn. Code Ann. § 2-2-102

Tenn. Code Ann. § 2-2-141

Tenn. Code Ann. § 2-11-202

Pursuant to the requirements of Office of Management and Budget (OMB) Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the naturalized or acquired citizenship information and immigration status information verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions for the User Agency's participation in the SAVE program to verify citizenship and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrant or registered voters within User Agency's jurisdiction for **voter registration and voter list maintenance** (benefit) in the State of Tennessee.<sup>1</sup>

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

(1) Provide to the User Agency in a manner determined by DHS-USCIS, a naturalized or acquired<sup>2</sup> citizenship information and immigration status information verification system under SAVE. SAVE will provide information to the User Agency by initial response (initial verification) to an on-line inquiry by the User Agency; and additional verification procedures where applicable;

(2) Respond to properly submitted verification requests from the User Agency by providing the limited information noted in the **PURPOSE** section above, i.e., a verification case number and U.S. citizenship or immigration status, if any;

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<sup>1</sup> "Participation" in SAVE is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

<sup>2</sup> "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, to foreign-born children of U.S. citizens, provided certain conditions are met. SAVE is only able to verify information that relates to information found in the databases accessed by the system. Accordingly, if an individual with acquired citizenship status has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship status in its databases, and SAVE will not be able to confirm that individual's acquired citizenship status. However, many acquired citizens have received U.S. passports from the Department of State (DOS). If the DOS has provided USCIS with a record of the passport citizenship adjudication and USCIS has updated the individual's alien file, SAVE would be able to find the citizenship record with the individual's Alien number.

- (3) Process and respond to properly submitted additional and manual additional verification requests from the User Agency.<sup>3</sup> Response time to additional and manual verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant or registered voter's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary for the User Agency to designate Users within the purview of the User Agency;
- (5) Provide to the User Agency SAVE point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;
- (7) Provide the User Agency access to additional verification processes. User agency consents to electronic-only submission of all verification requests and additional information, including information submitted for SAVE additional verification (formerly submitted on paper Form G-845 and G-845 Supplement). SAVE will reject non-electronic (i.e., paper) verification requests and information submissions;
- (8) Recover no more than its actual costs. SAVE transaction charges are found on the SAVE website. SAVE transaction charges and methods of payment are subject to change upon prior written notification to the User Agency;
- (9) Submit invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The User Agency's High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and
- (10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

(1) SAVE System Use.

- (a) Provide the information SAVE requires to respond to User Agency requests for verification of naturalized or acquired citizenship information or immigration status information, i.e., one or more citizenship or immigration enumerators (for example, Alien Registration Number/USCIS Number, Certificate of Naturalization Number, or Certificate of Citizenship Number); first and last name; and date of birth.

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<sup>3</sup> "Additional verification" is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006. See [Systematic Alien Verification for Entitlements \(SAVE\) Program | Homeland Security \(dhs.gov\)](#).

User Agency must institute additional verification for any registrant or registered voter that does not verify as a naturalized or acquired citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of naturalized or acquired citizen. If SAVE does not verify the registrant or registered voter as a naturalized or acquired citizen after conducting the second step additional verification, the User Agency must contact the registrant or registered voter to obtain proof of citizenship in accordance with the provisions of this MOA and Federal and State law;

(b) Ensure that, prior to using SAVE, all User Agency personnel performing verification procedures complete SAVE-required training including: reviewing the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA, as updated. These instructional materials will address the policies and procedures governing use of the program, including (1) program access, (2) verification procedures, (3) disclosure of information and privacy protections, (4) non-discrimination requirements, and (5) records correction procedures for registrant or registered voters;

(c) Ensure User Agency is provided with, maintains, and uses SAVE User IDs to limit SAVE access to Users that have a need to perform verification procedures and promptly terminate the User's access as requested by SAVE, or if the User separates from the User Agency or otherwise no longer needs SAVE access;

(d) Ensure all Users performing verification procedures only use SAVE with respect to verification of registrant or registered voter naturalized or acquired citizenship information or immigration status information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE monitoring and compliance;

(f) Ensure all Users perform any additional verification procedures SAVE requires and/or the registrant or registered voter requests after the User Agency initiates a verification request;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying naturalized or acquired citizenship information and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrant or registered voters within User Agency's jurisdiction for determining eligibility for voter registration and to vote in the State of Tennessee, and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act of 2014 (Pub. L. 118-283) and OMB guidance as applicable to electronic storage,

transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Maintain physical, administrative and technical safeguards for SAVE information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>4</sup>

(j) Comply with the Privacy Act of 1974, 5 U.S.C. § 552a, as amended, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA. Information shared as a result of this MOA shall be considered DHS-USCIS information. Responses to third party requests for such information should be consistent with federal law and DHS policy, including but not limited to the provisions of the Freedom of Information Act, 5 U.S.C. § 552;

(k) Comply with federal laws prohibiting discrimination against registrant or registered voters and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registrant or registered voter, including but not limited to the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901, as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended;

(l) Administer SAVE verification in a manner that does not unlawfully discriminate against registrant or registered voters on any protected basis, including sex, color, race, religion, national origin, disability, or age. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, and related agency implementing regulations, User Agency will provide reasonable modifications for individuals with disabilities to ensure effective communication;

(m) Provide or cause to be provided to all individuals with respect to whom User Agency or another agency intends to deny registration or proceed with any removal from a voter roll or other action removing or limiting the right to vote, or with civil or criminal enforcement action, because or based in whole or in part upon any information received pursuant to this MOA, with any right to notice and hearing or other due process available under Tennessee or other applicable law. For any individual for whom User Agency or another agency intends to deny registration or proceed with removal from a voter roll or other action removing or limiting the right to vote as a result of USCIS information received pursuant to this MOA indicating that the individual is not a U.S. citizen or that USCIS was unable to verify the individual's naturalized or acquired U.S. citizenship,

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<sup>4</sup> Each registrant or registered voter seeking access to information regarding themselves may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

User Agency will provide or cause to provide adequate written notice to the individual that citizenship could not be verified and the information necessary to contact DHS-USCIS so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(n) Provide written notice to registrant or registered voters that any information they provide may be subject to verification. User Agency will inform in writing each registrant or registered voter covered by this Agreement that their citizenship or immigration status may be verified against federal immigration records;

(o) Provide all registrant or registered voters who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. § 1324a.

(2) Monitoring and Compliance.

(a) Provide DHS-USCIS with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the use of SAVE by the User Agency;

(b) Notify DHS-USCIS immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify DHS-USCIS immediately whenever there is reason to believe a breach of personally identifiable information has occurred as a result of User Agency action or inaction pursuant to OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information" or successor guidance;

(d) Allow DHS-USCIS to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant or registered voter consent documents required by the Privacy Act, 5 U.S.C. § 552a or other applicable authority;

(e) Allow DHS-USCIS to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

- (f) Allow DHS-USCIS to perform audits of User Agency's User ID use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow DHS-USCIS to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;
- (h) Allow DHS-USCIS to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE requirements by its authorized agents or designees;
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE Program data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy; and
- (j) Consistent with applicable laws, regulations, and policies, and the availability of User Agency resources, User Agency will commit personnel and resources sufficient to support this MOA.

(3) Reimbursement.

- (a) The User Agency certifies that, each fiscal year, it will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation for the coming year.
- (b) Pay the transaction charges reflected on the SAVE website, which along with methods of payment are subject to change upon prior written notification to the User Agency;
- (c) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the User Agency High Level Identifier with remittance; and
- (d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. § 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for

each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

## V. POINTS OF CONTACT.

### USCIS SAVE

U.S. Citizenship and Immigration Services  
Department of Homeland Security  
Attn: SAVE Operations  
5900 Capital Gateway Drive, Mail Stop 2620  
Camp Springs, MD 20588-0009

[Redacted]

(b)(6)

### USER AGENCY

Division of Elections, Office of Tennessee Secretary of State  
Mark Goins  
Coordinator of Elections  
312 Rosa L. Parks Avenue, 7<sup>th</sup> Floor  
Nashville, TN 37243

[Redacted]

(b)(6)

## VI. OTHER PROVISIONS.

A. MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA. The User Agency will also ensure that all county and local officials responsible for voter registration use information obtained from SAVE and provided by the User Agency in accordance with the terms and conditions of this MOA.

B. Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the sole responsibility to determine the registrant or registered voter's eligibility for the benefit.

C. Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act of 1974, 5 U.S.C. § 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

D. Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

E. Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the SAVE and the User Agency Point of Contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

F. Conflicts. This MOA constitutes the full agreement on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA (for example, transaction charges).

G. Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

H. Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

I. Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

J. Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 52 U.S.C. § 20501 et seq., as amended; the Help America Vote Act, 52 U.S.C. § 20901 et seq., as amended; the Voting Rights Act, 52 U.S.C. § 10301 et seq., as amended; and the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

A. This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and its addenda constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement.

B. DHS-USCIS may accomplish unilateral administrative modifications to revise transaction charges, points of contact, and methods of payment, effective upon prior written notification to the User Agency. Either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

## **IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA, and thereby the Agency's use of SAVE, without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including, but not limited to, failure to pay.

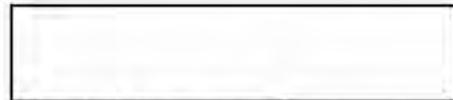
Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated addendums, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

STEVEN P  
YONKERS

Digitally signed by  
STEVEN P YONKERS  
Date: 2024.07.03  
07:17:55 -04'00'



(b)(6)

**Steven P. Yonkers**  
**Chief, SAVE Programs and Strategies Branch**  
**Verification Division**  
**Immigration Records and Identity Services**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**

7/3/24

**Date**

**Mark Goins**  
**Coordinator of Elections**  
**Division of Elections**  
**Office of the Secretary of State**  
**State of Tennessee**

2 July 2024

**Date**

**MEMORANDUM OF AGREEMENT**

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
**THE VIRGINIA STATE BOARD OF ELECTIONS**

**I. PARTIES.**

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Virginia State Board of Elections** (User Agency). User Agency includes Virginia county and city general registrars responsible for maintaining voting rolls.

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

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

The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq., as amended.

The National Voter Registration Act of 1993, 42 U.S.C. § 1973gg-6, Pub. L. No. 103-31, 107 Stat. 77, as amended.

Help America Vote Act of 2002, 42 U.S.C. § 15483, Pub. L. No. 107-252, § 303, 116 Stat. 1666, as amended.

Code of Virginia § 24.2-103(A)

Code of Virginia § 24.2-404

Code of Virginia § 24.2-427

Code of Virginia § 24.2-430

1 VA. Admin. Code § 20-40-70

Pursuant to the requirements of the Office of Management and Budget (OMB) Circular A-97, dated August 29, 1969, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act of 1968, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen **registrants (registrants) on the User Agency's Voting Rolls** (benefit). The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry of DHS records by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS).
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information of an initial verification of a registrant's citizenship and immigration status;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the registrant's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;
- (5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;

(8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80 percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

(1) System Use.

(a) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the registrant's immigration or DHS citizenship documentation, e.g., Alien Registration, Naturalization Certificate or Certificate of Citizenship number, for initial automated verification, (2) as needed, additional information obtained from the alien's immigration or DHS citizenship documentation for automated additional verification, and (3) as needed, completed Forms G-845 and other documents and information required for manual additional verification. Institute additional verification for any registrant that does not verify as a naturalized or derived citizen on initial verification. If SAVE is unable to verify the registrant as a naturalized or derived citizen after conducting the second step additional verification, the User Agency will contact the registrant to obtain proof of citizenship in accordance with the provisions of this MOA, or rely upon the registrant's attestation of citizenship. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

- (b) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;
- (c) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (d) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;
- (e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;
- (f) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the registrant requests after the User Agency initiates a request for verification;
- (g) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons on the User Agency's Voting Rolls and limit use of such information in accordance with this and all other provisions of this MOA;
- (h) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;
- (i) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>1</sup>
- (j) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;
- (k) Comply with federal laws prohibiting discrimination against registrants and discriminatory use of the SAVE Program based upon the national origin, color, race,

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<sup>1</sup> Each registrant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

gender, religion, or disability of the registrant, including but not limited to the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; the Help America Vote Act, 42 U.S.C. 15301 et seq., as amended; the Voting Rights Act, 42 U.S.C. 1973 et seq., as amended; and the Civil Rights Act, 42 U.S.C. 1971, 1974, as amended;

(l) Create standardized correspondence to request that a registrant provide a Naturalization Certificate or Certificate of Citizenship to complete SAVE verification and submit that correspondence to SAVE for approval prior to system use;

(m) Provide all registrants who do not verify as a citizen under the terms of the MOA with adequate written notice that their citizenship could not be verified and the information necessary to contact DHS-USCIS (see attachment 1: Fact Sheet, which is subject to revision and reposting on the SAVE Website and Online Resources) so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(n) Provide all registrants who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial or the opportunity to provide an attestation of citizenship upon which User Agency will rely, and in any case, with the opportunity to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(o) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to OMB Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE training records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

(3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is

published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

#### V. POINTS OF CONTACT.

USCIS SAVE Program MS 2620, U.S. Citizenship and Immigration Services,  
Department of Homeland Security, Washington, DC 20529-2620, [redacted]  
Attn: SAVE Operations. E-mail: [redacted]

(b)(6)

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration  
Services, Department of Homeland Security, Washington, DC 20529-2640,  
[redacted] E-mail: [redacted]

USER AGENCY- [Virginia State Board of Elections, 1100 Bank St., Washington  
Building, 1<sup>st</sup> Floor, Richmond, VA 23219, [redacted]  
[redacted]

#### VI. OTHER PROVISIONS.

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the registrant's eligibility for the benefit.

(C) Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

(D) Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or

from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

(J) Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; the Help America Vote Act, 42 U.S.C. 15301 et seq., as amended; the Voting Rights Act, 42 U.S.C. 1973 et seq., as amended; and the Civil Rights Act, 42 U.S.C. 1971, 1974, as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and the attached USCIS Anticipated Collections from Non-Federal Sources Addendum constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

## **IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated attachments, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

[Redacted Signature]

(b)(6)

[Redacted Signature]

**Alissar Rahi**  
**Chief, SAVE Program**  
**U.S. Citizenship and Immigration Services**  
**Department of Homeland Security**  
3/26/14  
**Date**

**Donald Palmer**  
**Secretary**  
**Virginia State Board of Elections**  
3/20/2014  
**Date**



U.S. Citizenship  
and Immigration  
Services

### **Information for Registrants: Verification of Citizenship Status and How to Obtain Your Document or Correct Your Record with USCIS**

Many federal, state and local agencies verify the immigration or citizenship status of benefit applicants to ensure that only qualified aliens or naturalized and derived citizens receive benefits. These agencies verify immigration or citizenship status by using the Systematic Alien Verification for Entitlements (SAVE) Program of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS).

The voter registration agency in your state has submitted information to the SAVE Program for verification of your citizenship. The SAVE Program cannot confirm your citizenship status based upon information provided by the agency. Please note that there are a number of reasons why the SAVE Program may not be able to verify your citizenship, e.g., the SAVE Program can only verify naturalized or derived citizens, to the extent that a derived citizen received an official determination on citizenship by USCIS. The inability of the SAVE Program to verify your citizenship does not necessarily mean that you are not a citizen of the United States and are ineligible to vote.

If you need a replacement of your Naturalization Certificate or Certificate of Citizenship or believe that the SAVE Program response to the voter registration agency did not provide accurate information about your citizenship status and you need to make corrections to your citizenship record, please contact USCIS by using one of the following methods:

- 1. File a Form N-565 to obtain a replacement of your Naturalization Certificate or Certificate of Citizenship.** The Form N-565 and instructions for filing can be found at: <http://www.uscis.gov/files/form/n-565.pdf> and <http://www.uscis.gov/files/form/n-565instr.pdf>
- 2. Schedule an appointment for an in-person interview at a local USCIS office to correct your record.** You may schedule an appointment at a local USCIS office at the InfoPass website, <http://infopass.uscis.gov>, or by calling the National Customer Service Center, **1-800-375-5283**. Scheduling an appointment is the fastest way to correct your records. We recommend that you bring to your appointment this Fact Sheet, documentation evidencing your citizenship status, and any information provided by the voter registration agency concerning why your citizenship status could not be verified.

**3. Submit a request in writing to correct your record.** If you know the information that needs to be corrected in your record, you may submit a request to correct your records to the Freedom of Information Act/Privacy Act (FOIA/PA) Office at the following address:

Privacy Act Amendment  
U.S. Citizenship and Immigration Services  
National Records Center  
FOIA/PA Office  
P.O. Box 648010  
Lee's Summit, MO 64064-8010

**We recommend that you include the following information in your submission, if available:**

- State that you are being denied voter benefits
- Information that is inaccurate
- Proposed change(s) to the record
- Date and place of birth
- A return address
- Copies of your immigration or DHS citizenship documents
- Reason it is inaccurate
- A-File number and/or the full name
- Notarized signature of the registrant
- Other information to assist locating the record

If you do not know the information you need to correct, you may submit a written request to obtain your records by submitting Form G-639, *FOIA/PA Request*. This form is available from the nearest USCIS office or online at <http://www.uscis.gov/files/form/g-639.pdf>. You should use the address specified above, but mark the envelope "*Privacy Act Request*" rather than "*Privacy Act Amendment*."

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
OFFICE OF THE ARIZONA SECRETARY OF STATE**

**I. PARTIES.**

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Office of the Arizona Secretary of State** (ASOS) (User Agency). User agency includes Arizona local officials responsible for registering voters.

The SAVE Program allows federal, state and local government benefit-granting agencies, licensing bureaus, and other agencies authorized by law to confirm the citizenship and immigration status of noncitizen and certain citizen applicants requesting benefits or entitlements.

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Section 642 of Div. C, Title VI of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1373).

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

National Voter Registration Act of 1993, 52 U.S.C. § 20501, et seq., as amended.

Help America Vote Act, 52 U.S.C. § 20901, et seq., as amended.

Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et. seq. as amended

Ariz. Rev Stat. Ann. § 16-101 A. 1., as amended.

Ariz. Rev Stat. Ann. § 16-166 F. 4., as amended.

### **III. PURPOSE.**

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen **registrants (registrants) when they register to vote (benefit).**

The ASOS will administer access to SAVE by Arizona County Recorders, but does not have authority under this MOA to submit verification requests itself. Nevertheless, the ASOS will have a SAVE user account to allow it to provide access to local officials responsible for registering voters. The ASOS will reimburse the SAVE Program for the verification services of certain County Recorders that have a low query volume. The remaining County Recorders must enter into an RMOA with DHS-USCIS establishing the terms and conditions for payment for their verification services. Pursuant to the requirements of OMB Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et. seq., as amended, the User Agency certifies that it cannot procure the citizenship and immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

The limited data will be provided to the User Agency by an:

- (1) Initial response (initial verification) by SAVE to an on-line inquiry by the User Agency; and
- (2) Additional verification procedures where applicable; or
- (3) A response to a properly submitted Form G-845 when required by SAVE.

### **IV. RESPONSIBILITIES.**

#### **A. DHS-USCIS agrees to:**

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS).
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information noted in point (1) of **PURPOSE** immediately above;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary,

depending on DHS-USCIS workload, resources available to process additional verification requests, and the registrant's specific circumstances;

(4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;

(5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;

(6) Provide, as necessary, access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;

(8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80 percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

• (10) Promptly initiate year-end and closeout adjustments once final costs are known.

(11) Enter into a Reimbursement MOA (RMOA) establishing the terms and conditions for payment to the SAVE Program for verification services with each County Recorder that ASOS authorizes for access to the SAVE system. No County Recorder can be authorized access to the SAVE system until they have executed an RMOA with DHS-USCIS. Refer to the RMOA for reimbursement terms and conditions.

**B. User Agency agrees to:**

(1) System Use.

(a) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information (i.e., Alien Registration, Naturalization Certificate or Certificate of Citizenship number);

(b) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;

(c) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;

(d) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, SAVE Voter Registration Fact Sheet, web-based tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;

(f) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the registrant requests after the User Agency initiates a request for verification. For voter registration verification, User agency must institute additional verification for any registrant that does not verify as a naturalized or derived citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of naturalized or derived citizen. If SAVE does not verify the registrant as a naturalized or derived citizen after conducting the second step additional verification, the User Agency must contact the registrant to obtain proof of citizenship in accordance with the provisions of this MOA;

(g) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons applying for the benefit issued by the User Agency and limit use of such information in accordance with this and all other provisions of this MOA;

(h) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(i) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality, including

ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>1</sup>

(j) Comply with the Privacy Act, 5 U.S.C. § 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA. Information shared as a result of this MOA shall be considered DHS information. Responses to third party requests for such information should be consistent with federal law, including but not limited to the provisions of the Freedom of Information Act, 5 U.S.C. § 552;

(k) Comply with federal laws prohibiting discrimination against registrants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the registrant, including but not limited to the National Voter Registration Act, 52 U.S.C. § 20501, et seq., as amended, the Help America Vote Act, 52 U.S.C. § 20901, et seq., as amended, the Voting Rights Act, 52 U.S.C. § 10301, et seq., as amended, and the Civil Rights Act of 1960, 52 U.S.C. §§ 10101, et seq., as amended;

(l) Provide all registrants who do not verify as a citizen under the terms of the MOA with adequate written notice that their citizenship could not be verified and the information necessary to contact DHS-USCIS (see attachment 1: Fact Sheet “Information for Registrants”, which is subject to revision and reposting on the SAVE Website and Online Resources) so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship, or correct their records in a timely manner, if necessary;

(m) Provide all registrants who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency’s existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(n) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. § 1324a.

(2) Monitoring and Compliance.

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that

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<sup>1</sup> Each registrant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of [www.uscis.gov](http://www.uscis.gov).

may arise in connection with the User Agency's participation in SAVE and with notification of any changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information" or successor guidance;

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant consent documents required by the Privacy Act, 5 U.S.C. § 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

### (3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds

sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. § 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

(e) Ensure that each County Recorder that will reimburse SAVE directly enters into an RMOA establishing the terms and conditions for payment to the DHS-USCIS for verification services before the ASOS provides access to the SAVE system to the County Recorder. Refer to the RMOA for reimbursement terms and conditions for the counties.

#### V. POINTS OF CONTACT.

USCIS SAVE Program MS 2620, U.S. Citizenship and Immigration Services,  
Department of Homeland Security, Washington, DC 20529-2620, [redacted]  
Attn: SAVE Operations. E-mail: [redacted]

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration  
Services, Department of Homeland Security, Washington, DC 20529-2640,  
[redacted] E-mail [redacted]

(b)(6)

USER AGENCY- Janine Petty, Office of the Arizona Secretary of State, 1700 West  
Washington St, 7th Floor, Phoenix AZ 85007. [redacted] E-mail [redacted]

## VI. OTHER PROVISIONS.

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA. ASOS acknowledges and agrees that it will require all Arizona local officials to comply with the terms and conditions set forth in this MOA when accessing and using citizenship or immigration status data obtained through the SAVE Program.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the registrant's eligibility for the benefit.

### (C) Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. § 552a(i), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

### (D) Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., RMOA, the USCIS Anticipated Collections from Non-Federal Sources Addendum and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

(J) Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 52 U.S.C. § 20501, et seq., as amended, the Help America Vote Act, 52 U.S.C. § 20901, et seq., as amended, the Voting Rights Act, 52 U.S.C. § 10301, et seq., as amended, and the Civil Rights Act, 52 U.S.C. § 10101, et seq., as amended.

## **VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

## **VIII. MODIFICATION.**

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA, the RMOA, the attached USCIS Anticipated Collections from Non-Federal Sources Addendum and their attachments and addenda constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by

mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) Either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

**IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated attachments and addenda, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

[Redacted Signature]

(b)(6)

[Redacted Signature]

Jonathon Mills  
Acting Chief, SAVE Program  
U.S. Citizenship and Immigration Services  
Department of Homeland Security

Eric Spencer  
State Election Director  
Arizona Secretary of State

10/31/2018  
Date

10/22/18  
Date