



- A DHS issued citizenship or immigration enumerator (for example, A-Number/USCIS Number, Certificate of Naturalization Number, Certificate of Citizenship Number, I-94 Number, Card Number / I-797 Receipt Number, or SEVIS ID); or
- Other government issued enumerator permitted by SAVE.

SAVE may modify requirements for SAVE cases and will provide written notification (e.g., by e-mail or update to SAVE website) to User Agency of any changes. Only enumerators accepted in SAVE can be submitted for verification.

Cases submitted for additional verification may require different enumerators than what the User Agency used to create the SAVE case and submit for initial verification. User Agency will only submit requests for additional verification using enumerators permitted by SAVE. Additional information obtained from the applicant's immigration or citizenship documentation may be required for additional verification. Scanned documents and other electronically submitted information may also be required for additional verification.

User Agency must request additional verification when required by SAVE for any registrant or registered voter that does not verify as a U.S. citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of U.S. citizen. If the User Agency does not request additional verification or SAVE does not verify the registrant or registered voter as a U.S. citizen after conducting additional verification, the User Agency must contact the registrant or registered voter to obtain proof of U.S. citizenship, if necessary under the circumstances to fulfill the purpose of this MOA and in accordance with the provisions of this MOA and Federal and State law.

User Agency consents to electronic-only submission of all verification requests and additional information, including all information submitted for SAVE additional verification. SAVE will reject non-electronic (i.e., paper or fax) verification requests and information submissions.

(b) Ensure and report to DHS-USCIS that, before using SAVE and whenever subsequently required by DHS-USCIS (e.g., for SAVE system enhancements), all users performing verification procedures complete SAVE-required training, including: reviewing the SAVE Program Guide, taking the latest version of SAVE 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 registrants and registered voters;

(c) Ensure users are provided with, maintain, and use SAVE User IDs and access SAVE only while they need to perform verification procedures and promptly terminate user access when 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 U.S. citizenship information or immigration status information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide and other SAVE guidance, the SAVE tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for SAVE and DHS-USCIS;

(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. User Agency cannot deny a benefit based on a SAVE response where additional action is required of the User Agency by SAVE or additional verification is requested by the applicant but has not been completed;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying U.S. citizenship information and immigration status information of registrants and registered voters within User Agency's jurisdiction for determining eligibility for voter registration and to vote in St. Johns County Supervisor of Elections, 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 Modernization Act of 2014 (Pub. L. No. 113-283, as amended) and OMB guidance as applicable to access, 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;⁴

(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 registrants or registered voters and discriminatory use of SAVE based upon the national origin, color, race, sex, religion, age, or

⁴ 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.



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. In accordance with 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;

(l) 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;

(m) Provide written notice to registrants and 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 records;

(n) Provide all registrants or registered voters who are not verified as U.S. 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 immigration records prior to a final decision, if necessary. (Information for how to contact DHS to correct immigration records is available in the SAVE Records Fast Facts for Benefit Applicants on the SAVE and USCIS websites.) Benefit applicants may need to correct their records with other government agencies depending on the error;

(o) 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 State or other applicable law;

(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) Account 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 policies, procedures, guidance and laws 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 SAVE 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 DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE procedures or other applicable law, regulation or policy.

(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 for any anticipated charges.

(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 the amount due, if any, 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 timely pay may result in suspension or 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

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

USER AGENCY

Vicky Oakes
Supervisor of Elections
4455 Avenue A
St. Augustine, FL 32095

(b)(6)

VI. OTHER PROVISIONS.

A. MOA Responsibilities. 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. 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 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 registrant's 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. 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 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 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 (e.g., 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; the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended; and all applicable state law.

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 until and 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 constitutes 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 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 (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 and User Agency, when feasible, will consult with the other party 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 for voter registration and voter list maintenance purposes, 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 incorporated references, 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 related to voter registration and voter list maintenance. 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.



(b)(6)

Brian J. Broderick
(Acting) Chief, Verification Division
U.S. Citizenship and Immigration Services
Department of Homeland Security

Vicky Oakes
Supervisor of Elections
St. Johns County

7/24/25

Date

Date



**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
AND
Sumter County Supervisor of Elections
REGARDING PARTICIPATION IN THE SAVE PROGRAM FOR
VOTER REGISTRATION AND VOTER LIST MAINTENANCE PURPOSES**

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 Sumter County Supervisor 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(c)).
- The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
- The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq., as amended.
- The Federal Information Security Management Act of 2014 (Pub. L. 113-283), 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.

Additionally, the authorities governing this MOA that are specific to this User Agency's request to use SAVE, include but are not limited to the following:

Florida Statutes, Title IX, Chapter 97, §§ 97.041, 97.052, 97.053, 97.073, and Chapter 98, §§ 98.015, 98.035, 98.045, 98.065, 98.075, 98.093.

Pursuant to the requirements of the 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. § 6501, et seq., as amended, the User Agency certifies that it cannot procure the 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 the U.S. citizenship and immigration status information of registrants and registered voters within User Agency's jurisdiction for **voter registration and voter list maintenance (benefit)** in Sumter County, State of FL.¹

SAVE verifies User Agency-provided information against DHS-accessed records, including immigration, naturalization and acquired citizenship records using an immigration enumerator issued by DHS (immigration enumerator) or other government issued enumerator(s) permitted by SAVE. SAVE may only be able to verify acquired U.S. citizens in certain situations.²

SAVE will provide information to the User Agency by:

- 1) Initial response (initial verification) to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures, where applicable.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Provide to the User Agency, in a manner determined by DHS-USCIS, an immigration status and U.S. citizenship information verification system under SAVE;
- (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;

¹ "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 \(dhs.gov\)](#).

² "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, at birth 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 the User Agency provides an immigration enumerator for an individual with acquired citizenship who has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship information available in the databases accessed, and SAVE may not be able to confirm that individual's acquired citizenship.

² "Additional verification" is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006.

(3) Process and respond to properly submitted additional verification requests³ from the User Agency. Response time to additional verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant's 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, with requirements identified by SAVE;

(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) Bill and collect reimbursements for transaction fees, if any, charged by SAVE for access and usage by submitting invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the User Agency 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 for any final costs once known.

B. User Agency agrees to:

(1) SAVE System Use.

(a) Provide the necessary information in the manner SAVE requires to respond to User Agency requests for verification of immigration status or U.S. citizenship information. The following information from the applicant is required to create and submit a request for initial automated verification:

- First name and last name;
- Date of birth; and
- At least one of the following:

³ "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 DHS issued or certain DOS issued immigration enumerator (e.g., A-Number/USCIS Number, SEVIS ID, I-94 Number, Naturalization / Citizenship Certificate Number, Card Number / I-797 Receipt Number, or Visa Number); or
- Other government issued enumerator permitted by SAVE.

SAVE may modify requirements for SAVE cases and will provide written notification (e.g., by e-mail or update to SAVE website) to User Agency of any changes. Only enumerators accepted in SAVE can be submitted for verification.

The enumerators permitted to create a case for initial verification in SAVE may not be the same enumerators required to submit a case for additional verification. User Agency will only submit requests for additional verification using enumerators permitted by SAVE. Additional information obtained from the applicant's immigration or citizenship documentation may be required for additional verification. Scanned documents and other electronically submitted information may also be required for additional verification.

User Agency must institute additional verification when required by SAVE for any registrant or registered voter that does not verify as a citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of citizen. If the User Agency does not institute additional verification and SAVE does not verify the registrant or registered voter as a citizen after conducting additional verification, the User Agency must contact the registrant or registered voter to obtain proof of citizenship, if necessary under the circumstances to fulfill the purpose of this MOA and in accordance with the provisions of this MOA and Federal and State law.

User Agency consents to electronic-only submission of all verification requests and additional information, including all information submitted for SAVE additional verification. SAVE will reject non-electronic (i.e., paper or fax) verification requests and information submissions.

(b) Ensure and report to DHS-USCIS that, before using SAVE and whenever subsequently required by DHS-USCIS (e.g., for SAVE system enhancements), all users performing verification procedures complete SAVE-required training, including: reviewing the SAVE Program Guide, taking the latest version of SAVE 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 registrants and registered voters;

(c) Ensure users are provided with, maintain, and use SAVE User IDs and access SAVE only while they need to perform verification procedures and promptly terminate user access as requested by SAVE, 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 U.S. citizenship information or immigration status

information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide and other SAVE guidance, the SAVE tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for SAVE and DHS-USCIS;

(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. User Agency cannot deny a benefit based on a SAVE response where additional action is required of the User Agency by SAVE or additional verification is requested by the applicant but has not been completed;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying citizenship information and immigration status information of noncitizen, U.S. citizen, and naturalized or acquired U.S. citizen registrants and registered voters within User Agency's jurisdiction for determining eligibility for voter registration and voting in Sumter County, 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. 113-283) and OMB guidance as applicable to access, 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;⁴

(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 registrants or registered voters and discriminatory use of SAVE based upon the national origin, color, race, sex, religion, age 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.

⁴ 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.dhs.gov.

§ 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. In accordance with 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;

(l) 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;

(m) Provide written notice to registrants and 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;

(n) 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 immigration records prior to a final decision, if necessary. Benefit applicants may need to correct their records with other government agencies depending on the error; and

(o) 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 action removing or limiting the right to vote of an individual from the official list of registered voters, 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 State or other applicable law;

(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 policies, procedures, guidance and laws 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 SAVE 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 DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE procedures or other applicable law, regulation or policy.

(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 for any anticipated charges.

(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 the amount, if any, 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 timely pay may result in suspension or 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: [REDACTED]
E-mail: [REDACTED] (b)(6)

USER AGENCY

William R. "Bill" Keen
Supervisor of Elections
7375 Powell Road, Suite 125
Wildwood, FL 34785

[REDACTED] (b)(6)

VI. OTHER PROVISIONS.

A. MOA Responsibilities. 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. 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 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 registrant's 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. 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 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 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 (e.g., 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; the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended; and all applicable state law.

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 until and 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 constitutes 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 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 (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 and User Agency, when feasible, will consult with the other party 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 for voter registration and voter list maintenance purposes, 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 incorporated references, 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 related to voter registration and voter list maintenance. 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.



(b)(6)

Brian J. Broderick
(Acting) Chief, Verification Division
U.S. Citizenship and Immigration Services
Department of Homeland Security

William "Bill" Keen
Supervisor of Elections
Sumter County Supervisor of Elections
State of FL

Date

6-2-2025
Date



MEMORANDUM OF AGREEMENT

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
AND
UTAH COUNTY GOVERNMENT COUNTY CLERK'S OFFICE
REGARDING PARTICIPATION IN THE SAVE PROGRAM FOR
VOTER REGISTRATION AND VOTER LIST MAINTENANCE PURPOSES**

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 **UTAH COUNTY GOVERNMENT COUNTY CLERK'S OFFICE** (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(c)).
- The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
- The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq., as amended.
- The Federal Information Security Management Act of 2014 (Pub. L. 113-283), 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.

Additionally, the authorities governing this MOA that are specific to this User Agency's request to use SAVE, include but are not limited to the following:

Pursuant to the requirements of the 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. § 6501, et seq., as amended, the User Agency certifies that it cannot procure the 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 the U.S. citizenship and immigration status information of noncitizen and U.S. citizen registrants and registered voters within User Agency's jurisdiction for **voter registration and voter list maintenance (benefit)** in the State of Utah.¹

SAVE verifies User Agency-provided information against DHS-accessed records, including immigration, naturalization and acquired citizenship records using an immigration enumerator issued by DHS (immigration enumerator) or other government issued enumerator(s) permitted by SAVE. SAVE may only be able to verify acquired U.S. citizens in certain situations²

SAVE will provide information to the User Agency by:

- 1) Initial response (initial verification) to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures, where applicable.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Provide to the User Agency, in a manner determined by DHS-USCIS, an immigration status and U.S. citizenship information verification system under SAVE;
- (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;

¹ "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 \(dhs.gov\)](#).

² "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, at birth 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 the User Agency provides an immigration enumerator for an individual with acquired citizenship who has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship information available in the databases accessed, and SAVE may not be able to confirm that individual's acquired citizenship.

(3) Process and respond to properly submitted additional verification requests³ from the User Agency. Response time to additional verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant's 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, with requirements identified by SAVE;

(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) Bill and collect reimbursements for transaction fees, if any, charged by SAVE for access and usage by submitting invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the User Agency 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 for any final costs once known.

B. User Agency agrees to:

(1) SAVE System Use.

(a) Provide the necessary information in the manner SAVE requires to respond to User Agency requests for verification of immigration status or U.S. citizenship information. The following information from the applicant is required to create and submit a request for initial automated verification:

- First name and last name;
- Date of birth; and
- At least one of the following:

³ "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 DHS issued or certain DOS issued immigration enumerator (e.g., A-Number/USCIS Number, SEVIS ID, I-94 Number, Naturalization / Citizenship Certificate Number, Card Number / I-797 Receipt Number, or Visa Number); or
- Other government issued enumerator permitted by SAVE.

SAVE may modify requirements for SAVE cases and will provide written notification (e.g., by e-mail or update to SAVE website) to User Agency of any changes. Only enumerators accepted in SAVE can be submitted for verification.

The enumerators permitted to create a case for initial verification in SAVE may not be the same enumerators required to submit a case for additional verification. User Agency will only submit requests for additional verification using enumerators permitted by SAVE. Additional information obtained from the applicant's immigration or citizenship documentation may be required for additional verification. Scanned documents and other electronically submitted information may also be required for additional verification.

User Agency must institute additional verification when required by SAVE for any registrant or registered voter that does not verify as a U.S. citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of U.S. citizen. If the User Agency does not institute additional verification and SAVE does not verify the registrant or registered voter as a U.S. citizen after conducting additional verification, the User Agency must contact the registrant or registered voter to obtain proof of U.S. citizenship, if necessary under the circumstances to fulfill the purpose of this MOA and in accordance with the provisions of this MOA and Federal and State law.

User Agency consents to electronic-only submission of all verification requests and additional information, including all information submitted for SAVE additional verification. SAVE will reject non-electronic (i.e., paper or fax) verification requests and information submissions.

(b) Ensure and report to DHS-USCIS that, before using SAVE and whenever subsequently required by DHS-USCIS (e.g., for SAVE system enhancements), all users performing verification procedures complete SAVE-required training, including: reviewing the SAVE Program Guide, taking the latest version of SAVE 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 registrants and registered voters;

(c) Ensure users are provided with, maintain, and use SAVE User IDs and access SAVE only while they need to perform verification procedures and promptly terminate user access as requested by SAVE, 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 U.S. citizenship information or immigration status

information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide and other SAVE guidance, the SAVE tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for SAVE and DHS-USCIS;

(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. User Agency cannot deny a benefit based on a SAVE response where additional action is required of the User Agency by SAVE or additional verification is requested by the applicant but has not been completed;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying citizenship information and immigration status information of noncitizen, U.S.-born U.S. citizen, and naturalized or acquired U.S. citizen registrants and registered voters within User Agency's jurisdiction for determining eligibility for voter registration in the State, 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. 113-283) and OMB guidance as applicable to access, 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;⁴

(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 registrants or registered voters and discriminatory use of SAVE based upon the national origin, color, race, sex, religion, age 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.

⁴ 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.

§ 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. In accordance with 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;

(l) 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;

(m) Provide written notice to registrants and 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;

(n) 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 immigration records prior to a final decision, if necessary. Benefit applicants may need to correct their records with other government agencies depending on the error; and

(o) 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 action removing or limiting the right to vote of an individual from the official list of registered voters, 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 State or other applicable law;

(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 policies, procedures, guidance and laws 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 SAVE 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 DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE procedures or other applicable law, regulation or policy.

(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 for any anticipated charges.
- (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 amount due, if any, 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 timely pay may result in suspension or 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

(b)(6)

Phone: [redacted]
E-mail: [redacted]

USER AGENCY

Aaron R. Davidson
County Clerk, Utah County Government
100 E. Center St., Ste. 3100
Provo, UT 84606-3185

[redacted]

(b)(6)

VI. OTHER PROVISIONS.

A. MOA Responsibilities. 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. 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 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 registrant's 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. 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 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 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 (e.g., 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; the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended; and all applicable state law.

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 until and 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 constitutes 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 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 (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 and User Agency, when feasible, will consult with the other party 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 for voter registration and voter list maintenance purposes, 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 incorporated references, 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 related to voter registration and voter list maintenance. 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)

Brian J. Broderick
(Acting) Chief, Verification Division
U.S. Citizenship and Immigration Services
Department of Homeland Security

Brandon B. Gordon
Commission Chair
Utah County Government
State of Utah

June 11, 2025

Date

Date

MEMORANDUM OF AGREEMENT

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,
AND
STATE OF ARIZONA
MARICOPA COUNTY ELECTIONS DEPARTMENT
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 **State of Arizona, Maricopa County Elections Department (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. § 1535, as amended.

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

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

Arizona Secretary of State Election Procedures Manual, Voter Registration Processing, Paragraph 17 (October 30, 2007).

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 to provide the specified benefit 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 applicants (applicant) applying for **Voter Registration** (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), which can be found at http://www.dhs.gov/xinfoshare/publications/gc_1185458955781.shtm#10;

(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 applicant'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) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) 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 applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

- (d) 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;
- (e) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (f) 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;
- (g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the User Agency initiates a request for verification;
- (i) 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;
- (j) 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;
- (k) 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;¹
- (l) 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;

¹ Each applicant 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.

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial 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 individual may correct their records in a timely manner, if necessary;

(o) Provide all benefit-applicants who are denied benefits 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. 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 applicant 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, 490 L'Enfant Plaza East SW, Washington, DC Suite 7112,
Washington, DC 20529-2620, [REDACTED] Attn: SAVE Operations. E-mail:
[REDACTED]

USCIS SAVE Monitoring and Compliance, 2461 S. Clark Street, Arlington, VA 22202, (b)(6)
[REDACTED] E-mail: [REDACTED]

USER AGENCY- Jasper Altaha, Maricopa County Elections, 111 South 3rd Avenue,
Phoenix 85003, [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 applicant'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.

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]

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

Wes Baysinger
Chief Procurement Officer
Maricopa County, Arizona

12/15/09
Date

12/15/09
Date



**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
AND
Wakulla County Supervisor of Elections
REGARDING PARTICIPATION IN THE SAVE PROGRAM FOR
VOTER REGISTRATION AND VOTER LIST MAINTENANCE PURPOSES**

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 **Wakulla County Supervisor 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(c)).
- The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
- The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq., as amended.
- The Federal Information Security Management Act of 2014 (Pub. L. 113-283), 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.

Additionally, the authorities governing this MOA that are specific to this User Agency's request to use SAVE, include but are not limited to the following:

Florida Statutes, Title IX, Chapter 97, §§ 97.041, 97.052, 97.053, 97.073, and Chapter 98, §§ 98.015, 98.035, 98.045, 98.065, 98.075, 98.093.

Pursuant to the requirements of the 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. § 6501, et seq., as amended, the User Agency certifies that it cannot procure the 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 the U.S. citizenship and immigration status information of registrants and registered voters within User Agency's jurisdiction for **voter registration and voter list maintenance (benefit)** in Wakulla County, State of FL.¹

SAVE verifies User Agency-provided information against DHS-accessed records, including immigration, naturalization and acquired citizenship records using an immigration enumerator issued by DHS (immigration enumerator) or other government issued enumerator(s) permitted by SAVE. SAVE may only be able to verify acquired U.S. citizens in certain situations.²

SAVE will provide information to the User Agency by:

- 1) Initial response (initial verification) to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures, where applicable.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Provide to the User Agency, in a manner determined by DHS-USCIS, an immigration status and U.S. citizenship information verification system under SAVE;
- (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;

¹ "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 \(dhs.gov\)](#).

² "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, at birth 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 the User Agency provides an immigration enumerator for an individual with acquired citizenship who has not applied for a Certificate of Citizenship with USCIS, the agency may not have that individual's citizenship information available in the databases accessed, and SAVE may not be able to confirm that individual's acquired citizenship.

² "Additional verification" is as described in the DHS/USCIS/SAVE Privacy Impact Assessment - 006.

(3) Process and respond to properly submitted additional verification requests³ from the User Agency. Response time to additional verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant's 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, with requirements identified by SAVE;

(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) Bill and collect reimbursements for transaction fees, if any, charged by SAVE for access and usage by submitting invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the User Agency 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 for any final costs once known.

B. User Agency agrees to:

(1) SAVE System Use.

(a) Provide the necessary information in the manner SAVE requires to respond to User Agency requests for verification of immigration status or U.S. citizenship information. The following information from the applicant is required to create and submit a request for initial automated verification:

- First name and last name;
- Date of birth; and
- At least one of the following:

³ "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 DHS issued or certain DOS issued immigration enumerator (e.g., A-Number/USCIS Number, SEVIS ID, I-94 Number, Naturalization / Citizenship Certificate Number, Card Number / I-797 Receipt Number, or Visa Number); or
- Other government issued enumerator permitted by SAVE.

SAVE may modify requirements for SAVE cases and will provide written notification (e.g., by e-mail or update to SAVE website) to User Agency of any changes. Only enumerators accepted in SAVE can be submitted for verification.

The enumerators permitted to create a case for initial verification in SAVE may not be the same enumerators required to submit a case for additional verification. User Agency will only submit requests for additional verification using enumerators permitted by SAVE. Additional information obtained from the applicant's immigration or citizenship documentation may be required for additional verification. Scanned documents and other electronically submitted information may also be required for additional verification.

User Agency must institute additional verification when required by SAVE for any registrant or registered voter that does not verify as a citizen on initial verification, including in all cases where the User Agency receives any SAVE response other than that of citizen. If the User Agency does not institute additional verification and SAVE does not verify the registrant or registered voter as a citizen after conducting additional verification, the User Agency must contact the registrant or registered voter to obtain proof of citizenship, if necessary under the circumstances to fulfill the purpose of this MOA and in accordance with the provisions of this MOA and Federal and State law.

User Agency consents to electronic-only submission of all verification requests and additional information, including all information submitted for SAVE additional verification. SAVE will reject non-electronic (i.e., paper or fax) verification requests and information submissions.

(b) Ensure and report to DHS-USCIS that, before using SAVE and whenever subsequently required by DHS-USCIS (e.g., for SAVE system enhancements), all users performing verification procedures complete SAVE-required training, including: reviewing the SAVE Program Guide, taking the latest version of SAVE 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 registrants and registered voters;

(c) Ensure users are provided with, maintain, and use SAVE User IDs and access SAVE only while they need to perform verification procedures and promptly terminate user access as requested by SAVE, 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 U.S. citizenship information or immigration status

information for the specified benefit and comply with all other requirements contained in the SAVE Program Guide and other SAVE guidance, the SAVE tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for SAVE and DHS-USCIS;

(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. User Agency cannot deny a benefit based on a SAVE response where additional action is required of the User Agency by SAVE or additional verification is requested by the applicant but has not been completed;

(g) Use any information provided by DHS-USCIS under this MOA solely for lawful purposes, namely the purpose above of verifying citizenship information and immigration status information of noncitizen, U.S. citizen, and naturalized or acquired U.S. citizen registrants and registered voters within User Agency's jurisdiction for determining eligibility for voter registration and voting in Wakulla County, 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. 113-283) and OMB guidance as applicable to access, 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;⁴

(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 registrants or registered voters and discriminatory use of SAVE based upon the national origin, color, race, sex, religion, age 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.

⁴ 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.

§ 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. In accordance with 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;

(l) 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;

(m) Provide written notice to registrants and 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;

(n) 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 immigration records prior to a final decision, if necessary. Benefit applicants may need to correct their records with other government agencies depending on the error; and

(o) 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 action removing or limiting the right to vote of an individual from the official list of registered voters, 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 State or other applicable law;

(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 policies, procedures, guidance and laws 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 SAVE 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 DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE procedures or other applicable law, regulation or policy.

(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 for any anticipated charges.

(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 the amount, if any, 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 timely pay may result in suspension or 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

(b)(6)

Phone: [redacted]

E-mail: [redacted]

USER AGENCY

Joe Morgan
Supervisor of Elections
PO Box 305
Crawfordville, FL 32326-0305

[redacted] (b)(6)

VI. OTHER PROVISIONS.

A. MOA Responsibilities. 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. 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 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 registrant's 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. 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 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 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 (e.g., 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; the Civil Rights Act, 52 U.S.C. § 10101 et seq., as amended; and all applicable state law.

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 until and 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 constitutes 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 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 (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

IX. TERMINATION.

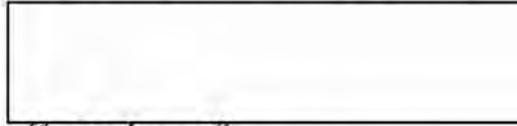
Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS and User Agency, when feasible, will consult with the other party and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA, and thereby the Agency's use of SAVE for voter registration and voter list maintenance purposes, 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 incorporated references, 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 related to voter registration and voter list maintenance. 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.



(b)(6)

Brian J. Broderick
(Acting) Chief, Verification Division
U.S. Citizenship and Immigration Services
Department of Homeland Security

Joe Morgan
Supervisor of Elections
Wakulla County Supervisor of Elections
State of FL

Date

7/8/25

Date

MEMORANDUM OF AGREEMENT

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES
AND
THE MICHIGAN DEPARTMENT OF STATE, BUREAU OF ELECTIONS
REGARDING PARTICIPATION IN THE SAVE PROGRAM FOR
VOTER REGISTRATION AND VOTER LIST MAINTENANCE PURPOSES**

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 **Michigan Department of State, Bureau 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(c)).
- The Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
- The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq., as amended.
- The Federal Information Security Management Act of 2014 (Pub. L. 113-283), 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.

Additionally, the authorities governing this MOA that are specific to this User Agency's request to use SAVE, include but are not limited to the following:

- Constitution of Michigan of 1963, Art. II, Sec. 1.

- Michigan Codified Laws of 1954 §§ 168.31, 168.32, 168.492, 168.495, 168.496a, 168.500d, 168.509m, 168.509o, 168.509aa, and 168.509ff.

Pursuant to the requirements of the 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. § 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 the citizenship and immigration status information of noncitizen and naturalized or acquired U.S. citizen registrants and registered voters within User Agency's jurisdiction for **voter registration and voter list maintenance (benefit)** in the State of Michigan.¹

SAVE verifies User Agency-provided information against DHS-accessed immigration, naturalization and acquired citizenship records. SAVE does not verify the U.S. citizenship of U.S.-born citizens. SAVE can only verify acquired U.S. citizens in certain situations.²

SAVE will provide information to the User Agency by:

- 1) Initial response (initial verification) to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures, where applicable.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Provide to the User Agency, in a manner determined by DHS-USCIS, an immigration status and naturalized or acquired citizenship information verification system under SAVE;

¹ "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 \(dhs.gov\)](#).

² "Acquired citizenship" is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, at birth 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.

(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 verification requests³ from the User Agency. Response time to additional verification requests may vary depending upon DHS-USCIS workload, available resources, and the registrant's 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;

(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) Bill and collect reimbursements for SAVE usage by submitting invoices to the User Agency's payment office at the address specified in writing by the User Agency, with a copy furnished to the User Agency 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 necessary information in the manner SAVE requires to respond to User Agency requests for verification of immigration status or naturalized or acquired citizenship information, including:

- one or more citizenship or immigration enumerators (for example, Alien Registration Number/USCIS Number, Certificate of Naturalization Number, or Certificate of Citizenship Number);

³ "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).

- first and last name; and
- date of birth.

User Agency must institute additional verification when required by SAVE 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 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.

User Agency consents to electronic-only submission of all verification requests and additional information, including all information submitted for SAVE additional verification. SAVE will reject non-electronic (i.e., paper or fax) verification requests and information submissions.

(b) Ensure and report to DHS-USCIS that, before using SAVE and whenever subsequently required by DHS-USCIS (e.g., for SAVE system enhancements), all users performing verification procedures complete SAVE-required training, including: reviewing the SAVE Program Guide, taking the latest version of SAVE 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 registrants and registered voters;

(c) Ensure users are provided with, maintain, and use SAVE User IDs and access SAVE only while they need to perform verification procedures and promptly terminate user access as requested by SAVE, 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 and other SAVE guidance, the SAVE tutorial, and this MOA, and updates to these requirements;

(e) Ensure that all Users performing verification procedures have contact information for SAVE and DHS-USCIS;

(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 registrants and registered voters within User Agency's jurisdiction for determining eligibility for voter

registration in the State of Michigan, 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. 113-283) and OMB guidance as applicable to access, 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;⁴

(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 registrants 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 registrants or registered voters on any protected basis, including sex, color, race, religion, national origin, disability, or age. In accordance with 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;

⁴ 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.

(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 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 Michigan or other applicable law. For any individual for whom User Agency or another agency intends to deny registration or proceed with any 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 registrants and 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 policies, procedures, guidance and laws 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 SAVE 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 DHS-USCIS regarding waste, fraud, and abuse, and discrimination or any unauthorized use or misuse of the SAVE system or SAVE data, non-compliance with the terms, conditions and safeguards of this MOA, SAVE procedures or other applicable law, regulation or policy.

(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 timely pay may result in suspension or 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

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

USER AGENCY

Michigan Secretary of State, Director of Elections
Jonathan Brater
Director of Elections
Richard H. Austin Building
430 W. Allegan St., 1st floor
Lansing, MI 48918

Phone:
E-mail:

For Legal Notices, with copy to:
Michigan Secretary of State
Attn: Michael Brady, Chief Legal Director (b)(6)
Richard H. Austin Building
430 W. Allegan St., 4th floor
Lansing, MI 48918

VI. OTHER PROVISIONS.

A. MOA Responsibilities. 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. 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 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 registrant's 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. 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 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 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 (e.g., 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 until unless modified or terminated in accordance with the provisions of this MOA. The parties further agree to designate responsible officials to perform a comprehensive review of this MOA no later than five (5) years from the effective date of this MOA, and at every successive five (5) years after each comprehensive review is complete, to determine whether any modifications to this MOA are necessary to accomplish the goals of this MOA more effectively. Failure to conduct any comprehensive review, however, will not result in lapse or termination of the 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 constitutes 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 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 (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, and thereby the Agency’s use of SAVE for voter registration and voter list maintenance purposes, 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 incorporated references, 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 related to voter registration and voter list maintenance. 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 WHEELLOCK Digitally signed by AMY J WHEELLOCK
Date: 2025.01.16 18:29:29 -05'00'

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

Date

E-SIGNED by Michael Brady
on 2025-01-16 15:26:07 EST

Michael J. Brady
Chief Legal Director
Michigan Department of State
State of Michigan

2025-01-16 15:26:07

Date

From: [Joe Rubino](#)
To: [Sykes, Levar J](#)
Cc: [Jesse Naiman](#)
Subject: Re: Inquiry Regarding Release of Search Results
Date: Wednesday, September 24, 2025 4:26:29 PM
Attachments: [image001.png](#)
[image002.png](#)
[i_logo_RGB_20.png](#)
[f_logo_RGB-Blue_20.png](#)

Levar,

Thank you, acknowledging receipt. I really appreciate the information.

Best,

Joe Rubino

Chief Policy Officer and General Counsel
Wyoming Secretary of State's Office

Phone: [REDACTED]

Email: [REDACTED]@wyo.gov

Website: sos.wyo.gov



(b)(6)

On Wed, Sep 24, 2025 at 1:01 PM Sykes, Levar J <[REDACTED]@uscis.dhs.gov> wrote:

Good afternoon, Joe,

Thank you for requesting guidance on protecting USCIS personally identifiable information (PII) provided to the Wyoming Secretary of State's Office through inquiries to the USCIS Systematic Alien Verification for Entitlements (SAVE) program. Specifically, the Memorandum of Agreement (MOA) between Wyoming and USCIS for Voter Registration and Maintenance List queries of the SAVE program require Wyoming to comply with the following:

“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, when conducting verification procedures pursuant to this MOA, and when safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA. Consider information shared under this MOA as DHS-USCIS information. Respond to third-party requests for such information in accordance with federal law and DHS policy, including but not limited to the provisions of the Freedom of Information Act, 5 U.S.C. § 552.”

The Privacy Act of 1974, as amended, applies only to the Executive Branch of the federal government. It protects the PII of individuals, specifically United States citizens and lawful permanent residents, at the point USCIS receives the information. The Privacy Act does not protect any information within Wyoming's system or control before USCIS/SAVE ingests it, nor

does it fall within the scope of the MOA's referenced term.

USCIS requires Wyoming to protect PII processed and disclosed by USCIS from unauthorized disclosure. For example, if Wyoming downloads or creates a report of SAVE responses to its inquiries through the SAVE program, Wyoming must protect that downloaded file or report in accordance with the Privacy Act of 1974, as amended. However, if Wyoming ingests the information into its case management system and combines or modifies it with its own information, Wyoming assumes responsibility for that PII. Wyoming must then comply with its state privacy or FOIA requirements.

USCIS Privacy recommends that Wyoming requestors submit a Freedom of Information Act (FOIA)/Privacy Act (PA) request to USCIS for any PII or data covered by the MOA's referenced term. Requestors can find more information on the submission process at <https://www.uscis.gov/records/request-records-through-the-freedom-of-information-act-or-privacy-act>.

Thanks,

LeVar J. Sykes, CIPP/G, CIPM

Branch Chief

Technology Oversight Branch

Office of Privacy

U.S. Citizenship and Immigration Services (USCIS)

Department of Homeland Security

[Redacted] (Desk)

[Redacted] (Mobile)

[Redacted]@uscis.dhs.gov

(b)(6)

From: Sykes, Levar J

Sent: Tuesday, September 23, 2025 2:31 PM

To: 'Joe Rubino' [Redacted]@wyo.gov>

Cc: Jesse Naiman [Redacted]@wyo.gov>

Subject: RE: Inquiry Regarding Release of Search Results

Hello Joe,

Thank you for the conversation. I am acknowledging receipt of your email.

Thanks,

LeVar J. Sykes, CIPP/G, CIPM

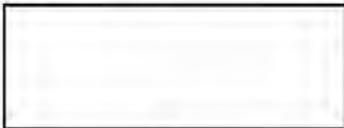
Branch Chief

Technology Oversight Branch

Office of Privacy

U.S. Citizenship and Immigration Services (USCIS)

Department of Homeland Security



@uscis.dhs.gov

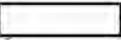
From: Joe Rubino @wyo.gov>

Sent: Tuesday, September 23, 2025 2:17 PM

To: Sykes, Levar J @uscis.dhs.gov> (b)(6)

Cc: Jesse Naiman @wyo.gov>

Subject: Inquiry Regarding Release of Search Results

You don't often get email from @wyo.gov. [Learn why this is important](#)

Good Afternoon Levar,

Thank you for speaking with me today. As discussed, we received a public records request for "copies of any results of searches, or other reports, you have generated or produced using SAVE, in the last sixty (60) days." The request came from an organization based in Washington, DC, and not from anyone who is an active registered voter in the State of Wyoming. Additionally, there is no indication they have received permission or consent from anyone who is a registered Wyoming voter.

In reading the MOA, Wyoming law, and Federal Privacy Act protections, I believe these search results are not subject to disclosure to the requestor. Any additional guidance you may have would be greatly appreciated.

Thank You,

Joe Rubino

Chief Policy Officer and General Counsel

Wyoming Secretary of State's Office

Phone: (b)(6)

Email: @wyo.gov

Website: sos.wyo.gov



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



Privacy Impact Assessment
for the

Systematic Alien Verification for Entitlements (SAVE) Program

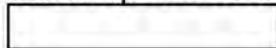
DHS/USCIS/PIA-006

August 26, 2011

Contact Point

Janice Jackson

Acting Privacy Branch Chief, Verification Division
United States Citizenship and Immigration Services



Reviewing Officials

Donald Hawkins

(b)(6)

Chief Privacy Officer

United States and Citizenship and Immigration Services



Mary Ellen Callahan

Chief Privacy Officer

Department of Homeland Security





Abstract

The Verification Division of the United States Citizenship and Immigration Services (USCIS) administers the Systematic Alien Verification for Entitlements (SAVE) Program. SAVE is a fee-based intergovernmental initiative designed to help federal, state, tribal, and local government agencies check immigration status for granting benefits, licenses, and other lawful purposes. Previously, USCIS documented the SAVE Program along with the E-Verify Program in the Privacy Impact Assessment (PIA) and System of Records Notice (SORN) of the Verification Information System (VIS), which is the technology that supports both programs. USCIS has conducted separate PIAs for the SAVE and E-Verify programs to assist the public in better understanding each program.

Overview

Background

The United States Citizenship and Immigration Services (USCIS) administers the Systematic Alien Verification for Entitlements (SAVE) Program. SAVE is a fee-based intergovernmental initiative designed to help federal, state, tribal, and local government agencies and licensing bureaus confirm immigration status information which includes status verifications by a federal, state, tribal, or local government agency, or by a contractor acting on the agency's behalf, to the extent that such disclosure is necessary to enable these agencies to make decisions related to: (1) determining of eligibility for a federal, state, or local public benefit; (2) issuing a license or grant; (3) issuing a government credential; (4) conducting a background investigation; or (5) any other lawful purpose.

A federal, state, tribal, or local government agency that provides a public benefit or license, or that is otherwise authorized by law to engage in an activity related to the verification of immigration status, may enroll in SAVE as a customer agency. By using SAVE, federal, state, tribal, and local customer agencies can request immigration status information in order to make a determination regarding the applicant's eligibility for a benefit or a license. It is important to note that SAVE does not make determinations on an applicant's eligibility for a specific benefit or license, but it does provide the necessary information to the agencies to allow them to make an informed decision prior to issuing benefits or licenses. The customer agency analyzes the SAVE response against the agency's own eligibility criteria to make an award determination. SAVE does not know the final outcome of the benefit adjudication.

SAVE has access to multiple immigration record systems from a variety of government agencies in order to confirm immigration status. All SAVE customer agencies must adhere to a Memorandum of Agreement (MOA) or Computer Matching Agreement (CMA), which include binding responsibilities regarding proper information usage and handling of SAVE information. The MOA also stipulates the terms for billing and payment. Relative to its billing and registration process, SAVE collects personally identifiable information (PII) such as the customer agency's point of contact name and professional contact information, as well as customer agency



and demographic information. SAVE staff may also collect sensitive information such as customer agency credit card information and other data relevant to the billing process.

Before an applying agency is accepted as a SAVE customer, it must first be cleared through an online registration process in which agencies are required to provide the legal authorities that allow them to administer benefits and verify citizenship or immigration status for those benefits. USCIS legal counsel reviews each application before it is approved.

Additionally, in administering the SAVE Program, the USCIS Verification Division may use information about customer agencies to conduct training and outreach marketing activities. These activities may require using information collected from customer agencies or commercially-available company mailing lists. SAVE may also use collected information to engage in customer service-oriented activities to improve customer agency relationships, such as outbound welcome calls, surveys, mass message distribution, and other quality assurance activities (e.g., complaints center). Inbound and outbound calls may be recorded and retained for training and quality assurance purposes. Information may also be used for monitoring and compliance activities, especially in connection with possible fraud, discrimination, or misuse and abuse of the SAVE system. These activities are essential to educate the public about SAVE and ensure proper usage of the program. Information may also be used for statistical analysis and recommending program enhancements.

A typical SAVE verification involves a registered federal, state, tribal, or local government benefit or license granting agency verifying the immigration status of an immigrant or non-immigrant. The immigration status is based on information from a state or U.S. government-issued document, such as a Permanent Resident Card (often referred to as a Green Card) or Employment Authorization Document. Before a SAVE customer agency can submit a query, the agency must collect certain information from the benefit or license applicant's immigration-related document. The verification process is document driven and requires the document's numeric identifier, e.g., Alien Number (A-Number). The document presented by the individual determines the verification process. SAVE verifies non-citizens and naturalized citizens. Native-born U.S. citizens are not subject to SAVE verification and would not possess approved documents, e.g., Lawful Permanent Resident Cards or Certificates of Naturalization. A customer agency will only query SAVE on individuals who are covered by the Immigration and Nationality Act (INA) and have appropriate documentation. In the vast majority of cases these are immigrants or non-immigrants, but they may also include naturalized or derived U.S. citizens.¹ Individuals presenting U.S. passports cannot be verified in SAVE because U.S. Passports cannot be used to initiate a SAVE query.

When a SAVE customer agency submits a query, SAVE queries various databases for matching records. These databases consist of the Department of Homeland Security (DHS) case management databases used for adjudicating immigration benefits, such as the Computer-Linked

¹ Naturalized citizenship is defined as the conferring, by any means, of citizenship upon a person after birth. Derived citizenship is defined as citizenship conveyed to children through the naturalization of parents or, under certain circumstances, to foreign-born children adopted by U.S. citizens, provided certain conditions are met.



Application Information Management Systems (CLAIMS 3 and CLAIMS 4) and the Department of Justice (DOJ) Executive Office Immigration Review (EOIR) System.

If SAVE locates a record pertaining to the applicant in any of these DHS databases, SAVE displays that data. The data displayed by SAVE depends on the customer agency's authority to use SAVE and the type of benefit the customer agency provides. For example, Departments of Motor Vehicles (DMV) are not authorized to receive an immigrant's sponsorship information and therefore would not receive it.

If SAVE is unable to find a record pertaining to the applicant, it displays a "Institute Additional Verification" message. The SAVE customer agency may initiate the additional verification procedure, which entails an in-depth query by USCIS Immigration Status Verifiers (Status Verifier) to determine the applicant's immigration status. At the point at which the "Institute Additional Verification" message is displayed, customer agencies are required to inform benefit applicants of the additional verification option and to pursue it if requested by the applicant. This is part of the MOA for all customer agencies.

Status Verifiers perform the additional verification queries and return responses to the customer agency electronically. The additional verification ensures that the Status Verifiers check appropriate DHS record systems and the DOJ's EOIR system. During second and third step verification, Status Verifiers have read-only access to information contained in immigration systems described in the attached appendices available through the Person Centric Query System (PCQS). Status Verifiers will only query this information to review applicant records. Each connected system provides a view of information related to immigrants and non-immigrants that is specific to the process or program managed by that connected system.

If the customer agency declines the second step additional verification, the process ceases. If the customer agency elects the second step, the process continues. If the second step search produces relevant information enabling verification of immigration status, SAVE provides an electronic notice to the inquiring customer agency. If SAVE is still unable to locate a record for the applicant during the second step, SAVE electronically notifies the customer agency to submit Form G-845, Document Verification Request, with a copy of the applicant's immigration documents, for a third step search.²

While each of the systems may also provide other capabilities, such as case management, adjudication updates, or background checks, Status Verifiers only use PCQS for second and third step verification to determine the immigration status of the applicant. In addition to conducting manual queries of databases for status verification, Status Verifiers may also request record corrections to the USCIS Central Index System (CIS) database by contacting the USCIS Records Division, as appropriate, so that status will be corrected for any future SAVE queries.

² If the submitted Form G-845 is incomplete, Form G-1120, Status Verification Return Checklist, may be sent to the inquiring customer agency. Form G-1120 includes an explanation of what information is missing in Form G-845. Also, if an unregistered, non-customer agency attempts to use SAVE, Form G-1120 is sent advising them to register, if eligible.



Other SAVE Verification Processes

The most recent Verification Information System (VIS) Privacy Impact Assessment (PIA) Update and the VIS System of Records Notice (SORN)³ recognized the expanded scope of SAVE to include supporting customer agencies that conduct federal security clearance background investigations of third parties. A customer agency conducting a federal background investigation on an individual may use SAVE to verify the immigration status of that individual's family members, cohabitants, and other affiliates. For example, if a federal government customer agency selected an individual for a government position that requires a security clearance, the Office of Personnel Management (OPM) may use SAVE to verify immigration status information on that individual and any family members, cohabitants, and other affiliates as part of the security clearance process.

SAVE also assists in providing immigration status information for other lawful purposes. For example, the United States Armed Forces verifies status as part of its recruitment activities. Similarly, U.S. nuclear power plants may verify immigration status for security badges.

The REAL ID Act of 2005, Pub. L. No.109-13, 119 Stat. requires that any state seeking to be REAL ID compliant use the SAVE Program to verify the legal presence status of non-U.S. citizens requesting driver's licenses and state-issued identification cards. Many state DMVs already access SAVE to determine the status of non-citizens. In addition to verifying immigration status through traditional SAVE access methods, REAL ID DMVs may accomplish verification through the American Association of Motor Vehicle Administrators Network (AAMVANet). The USCIS Enterprise Service Bus (ESB) is the electronic conduit through which AAMVANet links to VIS. In some cases, a DMV may provide driver's license numbers to SAVE. SAVE does not retain this information.

Also by using AAMVANet, REAL ID DMVs may verify passport data by linking to the ESB to connect to CBP Pass, administered by the U.S. Customs and Border Protection. By submitting only the date of birth of the passport holder and passport number, the passport information in the Department of State (DoS) database, Passport Information Electronic Records System, is queried. If there is a passport on record with information matching that provided by the DMV, a "Match" is returned. If no record is found, a "No Match" is returned. Under provisions of a Memorandum of Agreement between DHS and DoS, no passport data is transmitted to the DMV.

In addition, SAVE is currently developing the capability to use Photo Tool for those DMVs that access SAVE through AAMVANet. When a DMV submits a query for verification of status using certain documents, SAVE retrieves currently available data from various sources and checks the Customer Profile Management System (CPMS) database to determine if a photo associated with the document the applicant presents is available. Other fields, such as date of birth, are also checked to avoid retrieving the wrong photo. If a photo is found, it is returned to the requestor's screen at the DMV along with the pertinent information from the database. The

³ DHS/USCIS/PIA-006 Verification Information System and DHS/USCIS-004 Verification Information System SORN will be retired upon publication of the SAVE PIA and SORN.



DMV may use this information in their decision-making process for driver's license or ID card issuance. This process has not been finalized so it will be described more fully in a future PIA. Following the development of Photo Tool for DMVs accessing SAVE through AAMVAnet, SAVE intends to make it available to other agencies using other SAVE access methods.

Reasons for Publishing this PIA

Previously, DHS published the VIS single PIA and SORN, which addressed both SAVE and E-Verify. In addition, DHS published a PIA for the Person Centric Query System (PCQS), which supports both SAVE and E-Verify. DHS determined that publishing separate PIAs for SAVE and E-Verify incorporating appropriate information from both the VIS and PCQS PIAs would better assist the public in understanding these programs.⁴ This PIA refers to SAVE when addressing programmatic issues and references to VIS and PCQS and the technologies that support the program. Upon publication of the SAVE PIA, the VIS PIAs will be retired. The PCQS PIAs will remain in effect because they provide a more detailed explanation of the service as part of the overall USCIS service-oriented architecture.

This PIA also elaborates on SAVE's expanded use of foreign passport numbers for non-immigrants from visa waiver countries. Foreign passport numbers will now be relied upon more frequently as an identifier because the U.S. Customs and Border Protection (CBP) no longer gives Form I-94W, Nonimmigrant Visa Waiver Arrival/Departure Form, to non-immigrants from visa waiver countries entering into the United States. The SAVE program previously relied on Form I-94W identification numbers to identify non-immigrants from visa waiver countries. Passport numbers were chosen because affected non-immigrants may not have acceptable DHS-issued documents, but in all cases should have their foreign passports at entry. Few travelers from visa waiver countries apply for the benefits administered by SAVE customer agencies.

Section 1.0 Characterization of the Information

The following questions are intended to define the scope of the information requested and/or collected as well as reasons for its collection as part of the program, system, rule, or technology being developed.

1.1 What information is collected, used, disseminated, or maintained in the system?

SAVE receives daily or real-time downloads from several DHS systems as described in Section 1.2. SAVE collects query and transaction information from the SAVE customer agencies. Much of this information pertains to individuals dealing with USCIS pursuant to INA, such as applicants for immigration benefits, petitioners, and non-immigrant visa holders. Information collected from the customer agency to facilitate verification of immigration status verification may include the following:

⁴ DHS published PIAs for E-Verify in May and June of 2010. These are available at <http://www.dhs.gov/privacy>.



About the Individual (i.e., applicant)

- Receipt Number (issued by USCIS for applications for immigrant or nonimmigrant benefits)
- Alien Number
- Form I-94, Arrival-Departure Record Number
- Name (last, first, middle)
- Date of Birth
- Nationality
- Customer Agency-issued Case Number
- DHS document expiration date
- DHS Document Number
- Student Exchange and Visitor Information System (SEVIS) ID
- Foreign Passport Number
- U.S.-issued Visa Number
- Alias
- Social Security Number (in very limited circumstances using the Form G-845, Document Verification Request)
- Type of benefit the applicant is seeking

About the Customer Agency (e.g., federal, state, tribal, local, and other government agencies)

- Name of Agency
- Address
- Point of Contact
- Contact Telephone Number
- Authority to Issue Benefits
- Data Universal Numbering System (DUNS) Number (or Dun and Bradstreet Number)
- Tax Payer Identification Number
- Trading Partner Number
- Agency Locator Code



About the Agency Customer

- Name (last, first, middle)
- Phone Number
- Fax Number
- E-mail Address
- Customer ID for users within the Agency

Information Generated from Initial Verification

- Case Verification Number
- Immigration Status

Additional information is generated from and used in second and third step verifications. These additional verification steps use information from DHS databases, as well as databases from the U.S. DOJ and DoS. A listing of databases and data elements is provided in Appendix A, a description of the databases is provided in Appendix B, and a listing of system PIAs and SORNs is provided in Appendix C.

1.2 What are the sources of the information in the system?

SAVE is supported by and uses information derived from individuals, customer agencies, VIS, other DHS agencies, DoS, and DOJ systems. The SAVE system receives daily downloads of relevant subsets of information about individuals coming before USCIS pursuant to the INA, to include applicants for immigration benefits, petitioners, and non-immigrant visa holders. Specific information received in these downloads is provided by the following DHS databases:⁵

- Arrival Departure Information System (ADIS)
- Central Index System (CIS)
- Computer-Linked Application Information Management System 3.0 (Claims 3)
- Computer-Linked Application Information Management System 4.0 (Claims 4)
- ENFORCE Integrated Database (EID) Enforcement Alien Removal Module (EARM)
- Enterprise Document management System (EDMS)
- Imagine Storage and Retrieval System (ISRS)⁶
- Marriage Fraud Amendment System (MFAS)
- Microfilm Digitization Application System (MiDAS)
- Refugees, Asylum, and Parole System (RAPS)
- Reengineered Naturalization Applications Casework System (RNACS)⁷
- Student and Exchange Visitor Identification System (SEVIS)

⁵ Privacy Impact Assessments (PIA) and System of Record Notices (SORN) for DHS systems are on the DHS Privacy Web site at: <http://www.dhs.gov/privacy>.

⁶ ISRS is scheduled to be decommissioned by early 2011 and replaced by the Customer Profile Management System.

⁷ RNACS is scheduled to be decommissioned in late 2011.



Information about the Individual Benefit Applicant

SAVE receives information about applicants from the customer agencies. The subject of the query does not have direct access to SAVE. Instead, information about the individual is submitted by a SAVE customer agency.

The Customer Agency (i.e., federal, state, tribal, local, or other government agencies)

Customer agencies participating in SAVE provide data about themselves including the name of the agency, business address, phone number, and point of contact information, as well as SAVE customer contact information and data about the person being queried.

Some agencies use a single sign-on for all of their individual users. In these cases, SAVE will not collect information from individual users because individual users will appear as one agency user. In the case of single sign-on access to users, SAVE requires the agency to sign an addendum to the MOA which states that every user of the system must be assigned a unique identifier for internal identification. If requested, the agency will provide this information to SAVE to allow for a clear audit trail for all transactions.

A description of federal databases is provided in Appendix B.

1.3 Why is the information being collected, used, disseminated, or maintained?

Data about an individual is used to verify the immigration status of that individual to determine eligibility for benefits, credentials, and licenses issued by a federal, state, tribal, or local government agency. Data is also used for federal security background investigations and other lawful purposes. A variety of data is used for cross-referencing to ensure that data is accurate and current, to identify inconsistencies between or among databases, and to minimize fraud. Additionally, PII is collected from individual users of the system to provide accountability of system usage in the event of misuse and abuse of the system. Finally, SAVE data is used for registering agencies and other administration functions.

1.4 How is the information collected?

SAVE collects information about the customer agency and the users of SAVE directly from the agency, applicants of the customer agency, immigration status from other federal government systems, and as it relates to the misuse and abuse of the system. How this information is collected is described below:

Customer Agency Users: SAVE collects information about the customer agency from the agency during the registration process. This information will include information about the agency along with information about the users of SAVE.

Applicants of Customer Agencies: SAVE collects information about a benefit applicant when the customer agency submits a query. SAVE compares that information to data found in DHS databases in order to provide appropriate responses to the requesting customer agency. Additional information about an applicant may be received during secondary verification.



Immigrant Status: SAVE collects information from daily or real-time downloads from several DHS systems and interfaces, as well as query and transaction information from SAVE customers. It also receives information from partnering agencies such as the Department of State and DOJ. A customer agency seeking to establish immigration status may do so by inputting information through secure means to include: 1) Secure File Transfer Protocols for batch transfers; 2) secure USCIS web site; 3) Web Services access;⁸ or 4) by mailing Form G-845.

Misuse and Abuse of the System: SAVE also collects information in the course of its monitoring and compliance activities, especially in connection with determining the existence of fraud or discrimination in the use of the SAVE system. The USCIS Verification Call Center, law enforcement agencies, and the media also provide information to SAVE.

1.5 How will the information be checked for accuracy?

SAVE automatically provides the immigration status of an individual if the information entered through SAVE, during an initial verification query, matches a record housed in the SAVE database. Potential record inaccuracies are discovered when the record is queried and the customer agency provides information for comparison.

The accuracy of the responses depends on the accuracy of the data within the databases that share data with SAVE. If a discrepancy is encountered or if no record is found pertaining to an individual, status verifiers conduct a manual search of additional DHS databases to determine immigration status. If possible, status verifiers will verify the applicant's immigration status and request an update to the database. The applicant may be referred to a local USCIS office or to the appropriate record holding agency to resolve discrepancies that cannot be clarified through database or record searches.

With respect to information collected from individual applicants, it is incumbent upon both the applicants providing their information, as well as the customer agency performing the query, to verify the accuracy of information provided to SAVE. The SAVE Program provides a confirmation page to the customer agency to review prior to submitting the query.

1.6 What specific legal authorities, arrangements, and/or agreements defined the collection of information?

Congress mandated that USCIS establish a system to verify the immigration status of individuals seeking government benefits or within the jurisdiction of the customer agency for any purpose authorized by law. Authority for having a system for verification of citizenship and immigration status of individuals seeking government benefits is governed by the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, 100 Stat. 3359; the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), P.L. 104-193, 110 Stat. 2105; Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility

⁸ Web Services is a support service that allows SAVE customer agencies to access VIS information through a software interface.



Act of 1996 (IIRIRA), P.L. 104-208, 110 Stat. 3009; and the REAL ID Act of 2005, Pub. L. No.109-13, 119 Stat. 231.

All customer agencies participating in SAVE sign a MOA or CMA with SAVE.

1.7 Privacy Impact Analysis: Given the amount and type of data collected, discuss the privacy risks identified and how they were mitigated.

VIS, the database supporting SAVE, is required to contain a large amount of PII to support its mission. Four privacy risks are identified due to this collection of the data.

Risk: The first risk is an unauthorized release of information, specifically a risk of returning unauthorized information to the customer agency.

Mitigation: To mitigate this risk SAVE customer agencies are categorized and coded according to the type of benefit they administer. Information is returned according to a customer agency's legally-authorized use. For example, a DMV would not receive sponsorship information about an individual. Only the minimum data required for accurate verification of driver's license eligibility is returned.

Risk: The second risk concerns data quality where inaccurate information may be attributed to an individual applying for a benefit.

Mitigation: To mitigate this risk, SAVE receives daily or real-time data enhancements and downloads from additional DHS and DOS systems to improve the completeness of SAVE data. DOJ's system is accessed directly. If, during initial verification, SAVE is unable to automatically verify an individual's status, Status Verifiers review the information and search other DHS databases to provide further verification so that an individual's status can be confirmed. When discrepancies are discovered during the second and third step manual verification, Status Verifiers may request corrections to the appropriate systems. SAVE is supported by an interconnected database of more than one hundred million selected immigration records from DHS and partner agencies. The uniqueness of each individual system and their combined diversity provides cross-references to minimize inaccurate information attributed to an individual. The result is fewer manual and second and third step verifications conducted by Immigration Status Verifiers. Further Status Verifiers also request record corrections to USCIS's Central Index System database, as appropriate.

Risk: The third risk is unauthorized customers registering to use SAVE.

Mitigation: To mitigate this risk, the SAVE Program staff conducts a manual review and approval of all applications to use SAVE. SAVE customer agencies register themselves online. In doing so, they may not clearly understand the SAVE definition for type of customer agency or benefit type administered. Incorrect selections during self-registration could result in extraneous information being returned from SAVE. To mitigate this risk, SAVE Program staff, as well as the USCIS legal department, review all initial registration applications against a checklist confirming the benefits the user agency claims to administer and its legal authority to do



so. If discrepancies are discovered, SAVE staff does not process the registration until the agency provides the correct information.

Risk: The fourth risk is PII being misused or an unintended use of the PII data.

Mitigation: To mitigate this risk, the SAVE Program ensures that data is used only for the purposes described in SAVE's PIA and SORN documentation. Other proposed uses are reviewed and put through a Privacy evaluation process as mandated by DHS Privacy Office. Additionally, the MOU or CMA signed by user agencies requires compliance with relevant sections of the Privacy Act and the Federal Information Security Management Act to safeguard and protect data from possible misuse.

Section 2.0 Uses of the Information

The following questions are intended to delineate clearly the use of information and the accuracy of the data being used.

2.1 Describe all the uses of information.

The primary use of the SAVE information is to provide immigration status information for any legally mandated purpose to federal, state, tribal, and local government customer agencies. The majority of customer agencies use SAVE to determine if applicants are entitled to receive the public benefits, licenses, or credentials they administer. For example, based on IRCA, customer agencies use SAVE when providing education and housing assistance, Medicaid, and unemployment benefits. PRWORA, by its definition of public benefits, allows customer agencies to use SAVE to determine the immigration status for purposes of licensing and loans. IIRIRA provides for customer agencies to use SAVE for any legal purpose such as background investigations and voter registration. In addition, the REAL ID Act of 2005 requires that any state choosing to be compliant with the Act utilize the SAVE Program to verify the immigration status of individuals claiming to be non-citizens before issuing them REAL ID compliant driver's licenses and identification cards.

Information in SAVE will only be used for SAVE verifications and for other administrative purposes aligning with the SAVE process, for such things as customer agency registration and relationship management, user accountability, program quality management, and monitoring and compliance activities.

2.2 What types of tools are used to analyze data and what type of data may be produced?

SAVE uses both manual and automated comparisons of information to confirm immigration status. Analysts use the Compliance Tracking and Management System (CTMS), which supports all monitoring and compliance activities to ensure that customers follow proper procedures according to their signed agreements, as well as regulations. CTMS, which has its



own PIA and SORN,⁹ collects and uses information necessary to support monitoring and compliance activities for researching and managing misuse, abuse, discrimination, breach of privacy, and fraudulent use of SAVE. CTMS and SAVE produce reports and data extractions for evaluation by MPAs.

2.3 If the system uses commercial or publicly available data please explain why and how it is used.

SAVE uses customer agency-oriented information such as Dun and Bradstreet numbers and tax identification numbers for billing purposes. SAVE may also use commercially available company mailing lists for outreach purposes.

The USCIS Office of the Chief Financial Officer requires the Dun and Bradstreet numbers (also referred to as a DUNS number) and tax identification numbers. They serve only as additional identifiers and are not used for cross-referencing. The DUNS numbers are also used by the U.S. Department of Treasury if they must collect owed payments from a delinquent user agency.

2.4 Privacy Impact Analysis: Describe any types of controls that may be in place to ensure that information is handled in accordance with the above described uses.

Risk: The information contained in SAVE is used primarily to respond to inquiries from authorized customer agencies. Because SAVE collects PII pertaining to authorized customer agency points of contact (POCs) and accesses databases containing information about benefit seekers, there is a risk of unauthorized access to this information, use of this information in an unofficial capacity, or the presence of inaccurate information attributed to an individual.

Mitigation: To mitigate this risk, all customer agencies sign an MOA stating the intended use of the system and agreeing to the established security requirements. Each MOA contains provisions for training, policies, safeguarding of information obtained from the system, and procedures/instructions on the use of SAVE. Additionally, selected customer agencies must sign CMAs to ensure that information returned by SAVE is used and handled properly. The USCIS Verification Division Monitoring and Compliance Branch also evaluates and enforces adherence of user agencies to the agreements laid out in the MOA and CMA.

Section 3.0 Retention

The following questions are intended to outline how long information will be retained after the initial collection.

3.1 What information is retained?

SAVE retains information collected from the various government databases described in

⁹ CTMS PIA and SORN are available at <http://www.dhs.gov/privacy>.



the appendices and information on individuals applying for specific benefits when the benefit agency conducts a SAVE check. Additionally, the system maintains information about customer agencies, including the point of contact, the users, and the transaction history.

SAVE also retains information created by the SAVE Program such as the Case Verification Number. In processing second and third step verifications, applicants may provide copies of their identification documents that demonstrate identity and benefit eligibility. The majority of these hard copies are retained only for the period necessary to close the query and are then destroyed. Some hard copies of verified fraudulent documents may be retained for training and law enforcement purposes.

3.2 How long is information retained?

SAVE will retain information for 10 years from the date of the completion of the verification, unless the records are part of an on-going law enforcement investigation in which case they may be retained until completion of the investigation. This period is based on the statute of limitations for most types of misuse or fraud that is possible using SAVE (under 18 U.S.C. § 3291, the statute of limitations for false statements or misuse regarding passports, citizenship, or naturalization documents).

3.3 Has the retention schedule been approved by the component records officer and the National Archives and Records Administration (NARA)?

The retention scheduled N1-566-08-7 was approved by NARA on June 5, 2008.

3.4 Privacy Impact Analysis: Please discuss the risks associated with the length of time data is retained and how those risks are mitigated.

Risk: All SAVE information is retained for a period of 10 years to coincide with the statute of limitations for most types of misuse or fraud that is possible using SAVE (under 18 U.S.C. § 3291, the statute of limitations for false statements or misuse regarding passports, citizenship or naturalization documents). While the business justification for this retention is clear—pursuing SAVE fraud or misuse cases—the primary privacy risk associated with retaining the information for 10 years is that the information might be misused.

Mitigation: To mitigate this risk, the SAVE Program has a policy to retain only minimum information and to use technical controls that limit use and access to SAVE information. By policy, this information may only be used for verifying immigration status or for purposes that directly support the program such as prevention of misuse and fraud, program analysis, outreach, quality assurance, and customer service. Furthermore, the information in VIS, the underlying technology solution for SAVE, is purely transactional and individuals with access to the system have procedural and technical limitations that prevent them from searching the database for such things as previous verifications. For example, most customer agencies do not



have the ability to search VIS for closed cases. The SAVE Program has also developed monitoring and compliance capabilities to detect and reduce potential misuse of SAVE information.

Section 4.0 Internal Sharing and Disclosure

The following questions are intended to define the scope of sharing within the Department of Homeland Security.

4.1 With which internal organization(s) is the information shared, what information is shared and for what purpose?

When potential fraud or misuse is indicated by SAVE information, this information may be shared, on a case-by-case basis, with DHS internal law enforcement organizations such as Immigration Customs Enforcement (ICE). For example, information could be shared with ICE if it were discovered that an Alien Number is used repeatedly in ways that are inconsistent with one legal individual using his own Alien Number. In these cases, SAVE shares only the information required to pursue an investigation into the potential fraud or misuse. Several DHS organizations are customers of SAVE and have access to information in response to their queries.

4.2 How is the information transmitted or disclosed?

All internal sharing is conducted over a secure DHS electronic interface. This interface utilizes secure network connections on the DHS core network. Federal government employees and their agents must adhere to the OMB guidance provided in OMB Memoranda, M-06-15, Safeguarding Personally Identifiable Information, dated May 22, 2006, and M-06-16 Protection of Sensitive Agency Information, dated June 23, 2006, setting forth the standards for the handling and safeguarding of PII. Contractors must also sign non-disclosure agreements that require them to follow departmental transmission and disclosure limitations. All data shared between agencies is transmitted or disclosed via secured communications.

4.3 Privacy Impact Analysis: Considering the extent of internal information sharing, discuss the privacy risks associated with the sharing and how they were mitigated.

Risk: The main risk associated with internal information sharing is unauthorized access to PII.

Mitigation: To mitigate this risk, SAVE only shares information internally for law enforcement purposes regarding potential fraud or misuse of SAVE. USCIS limits data sharing to only those DHS components that have a need to know and put the information to uses that are compatible with the SAVE System of Record Notice (SORN).¹⁰ DHS enforces the requirement of annual privacy and computer security training, which teaches how to handle and safeguard PII.

¹⁰ The SAVE SORN (DHS/USCIS-004) will be published in conjunction with this PIA.



In addition, USCIS employees are required to review the responsibility of handling of sensitive and non-sensitive PII in Management Directive (MD) 140-001.

Section 5.0 External Sharing and Disclosure

The following questions are intended to define the content, scope, and authority for information sharing external to DHS which includes Federal, state and local government, and the private sector.

5.1 With which external organization(s) is the information shared, what information is shared, and for what purpose?

Many SAVE customer agencies are external to DHS. Over 500 federal, state, tribal, and local government agencies currently use SAVE to receive immigration status information in response to their queries.

SAVE may also provide data to the Department of Justice (DOJ) or other law enforcement agencies in the case of an investigation or other legal matter related to the use of SAVE. The general purpose of responding to such matters is within the DOJ's jurisdiction to include investigation of allegations of immigration fraud, discrimination, and other misuses of SAVE.

5.2 Is the sharing of personally identifiable information outside the Department compatible with the original collection? If so, is it covered by an appropriate routine use in a SORN? If so, please describe. If not, please describe under what legal mechanism the program or system is allowed to share the personally identifiable information outside of DHS.

The instances of external sharing are compatible with the purpose of SAVE and are appropriately covered by routine uses in the SAVE SORN. In addition, sharing with SAVE customer agencies are covered by MOAs and CMAs, as appropriate. External sharing for law enforcement purposes to assist in the investigations of fraud, discrimination, and misuse cases is fully within the purpose of the original collection and supported by routine uses E, G, and H, of the SORN.

5.3 How is the information shared outside the Department and what security measures safeguard its transmission?

Besides sharing information with customer agencies to verify immigration status, SAVE may also share information for law enforcement purposes such as fraud and identify theft issues. The method of sharing and protections involved in that sharing will depend on the particular case. For example, information indicating that a single Alien Number has been used hundreds or thousands of times across the United States in a short period of time may require an electronic extraction of information that will be protected with encryption and securely transmitted electronically to the responsible law enforcement officer(s) working the potential case. The



extraction would be required to comply with all DHS and federal requirements including the Office of Management and Budget (OMB) Memorandum 06-16. Alternatively, a single SAVE transaction that appears to indicate fraud or misuse may be extracted in hard copy and delivered directly to the responsible law enforcement officer working the potential case.

5.4 Privacy Impact Analysis: Given the external sharing, explain the privacy risks identified and describe how they were mitigated.

Risk: There are privacy risks of the unintended use and the protection of PII when sharing information with the external entities in that information may be used to commit fraud or identity theft.

Mitigation: To mitigate these privacy risks, all SAVE customer agencies must adhere to MOAs and/or CMAs which stipulate binding responsibilities regarding safe handling of information, minimum security standards for electronic transmissions, and breach incident notification. These provisions are compliant with requirements of the Federal Information Security and Management Act, relevant OMB guidance, and DHS Sensitive Systems Policy 4300A.

Risk: There is a risk in sharing information with external organizations in that authorized users may misuse the information or unauthorized users may gain access to it. However, external sharing for law enforcement purposes to assist in the investigations of fraud, misuse, and discrimination cases is fully within the purpose of the original collection and supported by routine uses described in the SAVE SORN publishing concurrently with this PIA.

Mitigation: To mitigate this risk, sharing only takes place after DHS determines that the receiving component or agency has a need-to-know the information to carry out national security, law enforcement, immigration, intelligence, or other functions consistent with the routine uses set forth in this SORN.

Section 6.0 Notice

The following questions are directed at notice to the individual of the scope of information collected, the right to consent to uses of said information, and the right to decline to provide information.

6.1 Was notice provided to the individual prior to collection of information?

In many cases, notice is directly given to the individual applicants or benefit-seekers of SAVE customer agencies. The Small Business Administration collects information after receiving the applicant's written consent. Additionally, the MOA signed by all SAVE customer agencies requires them to adhere to the Privacy Act. The original MOA is a static document and binding as long as the customer agency uses SAVE. The MOA does, however, include a billing addendum that changes with each fiscal year.



There may be instances when the only notice will be through the publication of a PIA and an accompanying SORN. In some cases, federal agencies, such as OPM, will determine immigration status through SAVE, not only for a federal security clearance or public trust investigation subject (who has been given notice and provides consent based on agreeing to the background investigation), but also for family members, cohabitants, and other affiliates of the subject. OPM does not provide these individuals with the opportunity to consent, and these individuals will receive notification only through this PIA and accompanying SORN. This limited notification is justified based on national security concerns associated with individuals who will be granted security clearances or public trust positions.

6.2 Do individuals have the opportunity and/or right to decline to provide information?

Yes, applicants have the opportunity and/or right to decline to provide information to the customer agency from which they are seeking a benefit. However, declining or providing incomplete information may prevent SAVE's ability to verify their status, which ultimately may result in disqualification for the benefit the individual is seeking.

6.3 Do individuals have the right to consent to particular uses of the information? If so, how does the individual exercise the right?

No, individuals do not have the right to consent to particular uses of the information. SAVE may provide information to customer agencies to support any lawful purpose including background investigations. The agency may give the individual clear notice at the time of application that failure to provide immigration status information may result in a determination of ineligibility for a particular benefit.

6.4 Privacy Impact Analysis: Describe how notice is provided to individuals, and how the risks associated with individuals being unaware of the collection are mitigated.

Risk: There is a risk that when individuals apply for a benefit from SAVE customer agencies that the individual may be unaware of what sort of information is gathered and what is done with that information.

Mitigation: To mitigate this risk, each customer agency is responsible for informing individuals that the information they provide is collected to determine whether they are eligible for public benefits, licenses, or credentials. Federal customer agency applications will contain a privacy notice and statement where the individual authorizes the benefit-issuing customer agency to release any information from the application as needed to determine eligibility for benefits. State and local customer agencies may contain a privacy notice and statement, but such a notice is not necessary to enroll in SAVE. In addition, individuals may be advised that the information provided may be shared with other federal, state, local and law enforcement and regulatory



agencies during the course of the investigation. The SAVE SORN also provides additional notice to individuals by specifying the routine internal and external uses to which the information may be used. The SORN further indicates that information is maintained and destroyed according to the principles of the Federal Records Act, NARA regulations and records schedules, and in some cases may be covered by the Privacy Act and subject to disclosure under the Freedom of Information Act.

Section 7.0 Access, Redress and Correction

The following questions are directed at an individual's ability to ensure the accuracy of the information collected about them.

7.1 What are the procedures that allow individuals to gain access to their information?

Individuals may request access to their information by submitting a written Privacy Act request to USCIS clearly marked "Privacy Act Request" at the following address:

National Records Center
FOIA/PA Office
P.O. Box 648010
Lee's Summit, MO 64064-8010

Requesters are required to provide their A-Number and/or full name, date, and place of birth, and return address.

7.2 What are the procedures for correcting inaccurate or erroneous information?

Individuals should direct all written requests to contest or amend their information reviewed by SAVE, with appropriate proof of identity, class of admission, and other relevant identifying information, as well as a statement about the incorrect information to the FOIA/PA Officer at the address provided in Section 7.1. Depending on the originating source of information, the request may be satisfied within USCIS or the individual may be referred to the appropriate record holding agency (e.g., Customs and Border Protection for the Nonimmigrant Information System and Border Crossing Information). If the source of data is from a USCIS download (e.g., CIS) and SAVE confirms the data is incorrect, by comparing the documents with the information in the SAVE database and cross referencing other VIS databases, SAVE will contact the appropriate system owner recommending that the data be corrected. Alternatively, the individual may make an appointment via INFOPASS located on the USCIS website to visit a USCIS District Office and request that a Level 1 Immigration Service Officer make the change. When appearing for the appointment, the person should provide accompanying supporting documentation, including proof of identity, class of admission, and other relevant identifying information. SAVE customer agencies may change their profile information directly within the VIS application.



7.3 How are individuals notified of the procedures for correcting their information?

The PIA and SORN for SAVE provide individuals with guidance for correcting information. Additionally, benefit-issuing agencies also provide instructions for correcting information with SAVE.

7.4 If no formal redress is provided, what alternatives are available to the individual?

Formal redress is provided to individuals in accordance with the above sections 7.1 and 7.2.

7.5 Privacy Impact Analysis: Please discuss the privacy risks associated with the redress available to individuals and how those risks are mitigated.

Risk: The main risk regarding redress is that the right may be limited by Privacy Act exemptions. The redress and access measures offered by SAVE are appropriate given the purpose of the system.

Mitigation: To mitigate this risk, the second and third step verification options give individuals opportunities, during and after the completion of the benefits application process, to correct information they have provided to USCIS and/or the agencies from which they seek benefits.

Section 8.0 Technical Access and Security

The following questions are intended to describe technical safeguards and security measures.

8.1 What procedures are in place to determine which users may access the system and are they documented?

The SAVE Program requires potential enrollees and customer agencies to register for participation in the SAVE Program and sign a MOA or CMA. Once the required documentation is submitted, all users are required to complete a web-based training course that explains functionality and security requirements.

8.2 Will Department contractors have access to the system?

Yes, contractors will have access to SAVE. All contractors shall go through a suitability and personal clearance process before they can access the SAVE system. Appropriate non-disclosure agreements are signed by contractors. Additionally, all contractors are required to take security and privacy training annually as described in the section below.



8.3 Describe what privacy training is provided to users either generally or specifically relevant to the program or system?

SAVE internal users take the mandatory, annual DHS Computer Security Training and USCIS Privacy Awareness Training. Additionally, staff who administer the SAVE Program take special, supplemental training. External SAVE users take on-line tutorials explaining the SAVE Program. The tutorial also covers the procedures and policies associated with the use of SAVE and also includes Privacy.

8.4 Has Certification & Accreditation been completed for the system or systems supporting the program?

Yes, VIS, as the underlying technology supporting SAVE has been Certified and Accredited and received a full authority to operate (ATO) in April 2008. This ATO expires April 2011, or before April 2011 if significant changes are made to VIS.

8.5 What auditing measures and technical safeguards are in place to prevent misuse of data?

SAVE has implemented a broad range of technical, operational, and physical security measures to protect the system and its information. These security measures include access controls for both internal and external customers, such as account names and passwords to access SAVE. SAVE has an automated mechanism to ensure that users change their passwords at specified intervals. User accounts are locked after several failed attempts to logon. SAVE protects against password re-use. Additionally, inactive SAVE sessions timeout and require users to log in again. Other examples of security controls include:

- Password data is encrypted within the system;
- SAVE is located within a multi-layered firewall architecture;
- A robust set of security controls that meet DHS System Security Policy requirements are documented and verified through the certification and accreditation process;
- SAVE uses HTTPS protected communications during all data transmissions between the client workstation and the system;
- SAVE passwords are encrypted when making database connections; and
- Procedures are in place to ensure that any potential breaches of information are reported within one hour of being found.

SAVE has a comprehensive audit trail tracking and maintenance function that stores information on users who submit queries, when the query was processed, what the response was, who receives the response, and when the response was received. The audit logs have restricted access based on user roles. These logs are external to system administration access methods and protected from modification. These audit logs are periodically reviewed for monitoring user



activity. Customer agencies are required to abide by all security requirements as agreed to when they enrolled in SAVE. Attempts to evade the security controls can result in loss of access to SAVE.

Some agencies use a single sign-on for all of their individual users. In these cases, SAVE will not collect information from individual users because individual users will appear as one agency user. In the case of single sign-on access to users, SAVE requires the agency to sign an addendum to the MOA which states that every user of the system must be assigned a unique identifier. If requested, the agency provides this information to SAVE to allow for a clear audit trail for all transactions.

8.6 Privacy Impact Analysis: Given the sensitivity and scope of the information collected, as well as any information sharing conducted on the system, what privacy risks were identified and how do the security controls mitigate them?

Risk: There is risk that users may be unauthorized to access information.

Mitigation: SAVE mitigates the risk associated with user access to information by requiring program-specific training before system access is granted. SAVE is able to monitor use of the system. SAVE provides the customer agency administrator with the ability to assign and track user identification numbers and passwords; SAVE can also track these user identifiers. Additionally, there are a few customer agencies using single user sign-on. As applicable, new MOAs are signed based on DHS's Interface Control Agreement requiring that both DHS and the customer agency will be able to identify the customer agency user for a verification transaction. SAVE also requires the agency to sign an addendum to the MOA which states that every user of the system must be assigned a unique identifier. When requested, the agency must provide this information to SAVE to allow for a clear audit trail for all transactions. Additionally, responses to queries are tailored based upon agency mission requirements, providing each user with only the information necessary for their needs. DHS requires all employees, including SAVE users, to complete mandatory, annual DHS Computer Security Training and Privacy Awareness Training.

Risk: There is risk that users may alter SAVE data.

Mitigation: SAVE mitigates concerns about data alteration by users by providing all external users with "read-only" access. SAVE is also able to monitor access to SAVE by the designated users to identify any unusual activity or access.

Risk: There is a risk that unauthorized users may access PII.

Mitigation: SAVE mitigates concerns about unauthorized access to PII by monitoring for accounts that have not been used for long periods. SAVE brings such accounts to the attention of the customer agency for possible termination of the accounts.

Risk: There is a risk that there may be unauthorized agent users in the system.



Mitigation: SAVE mitigates the risk of unauthorized agent users by requiring all agencies to sign MOAs agreeing to abide by the stipulated use and access policies before granting access to the system. Additionally, data is only provided back to the originator or designee of the requesting agency.

Section 9.0 Technology

The following questions are directed at critically analyzing the selection process for any technologies utilized by the system, including system hardware, RFID, biometrics and other technology.

9.1 What type of project is the program or system?

The SAVE program is comprised of an underlying technical infrastructure and operational policies and procedures for the verification of immigration status. VIS, as the supporting technology, is composed of databases and web services, and communication and security infrastructure.

9.2 What stage of development is the system in and what project development lifecycle was used?

SAVE is at the operations and maintenance stage of the DHS system development life cycle.

9.3 Does the project employ technology which may raise privacy concerns? If so please discuss their implementation.

The SAVE application is a web-based service/application provided via Internet.

Risk: SAVE inherits privacy risks associated with applications available via Internet e.g., session hijacking, network sniffing, and exploitation of vulnerable web services.

Mitigation: These risks are mitigated to an acceptable level by implementing security controls per NIST and OMB guidelines as documented in relevant security plans and vetted through the Certification and Accreditation process.



Responsible Officials

Janice Jackson
Acting Chief, Privacy Branch
U.S. Citizenship and Immigration Services
Verification Division
Department of Homeland Security

Approval Signature

Original signed copy on file with the DHS Privacy Office

Mary Ellen Callahan
Chief Privacy Officer
Department of Homeland Security



Appendix A

Information Generated from Second and/or Third Step Verifications (Includes Initial Verification Data) and Quick References

Status Verification System-provided information, as a result of the verification process under SAVE using Form G-845, Document Verification Request

- Case Verification Number
- Record in VIS database as outlined above, including pertinent information from CIS, SEVIS and CLAIMS 3 and with the exception of the biometric information (photograph) from CPMS.
- Immigration status (e.g. Lawful Permanent Resident)
- Employment eligibility information (depending on the document submitted). For example, for the Department of Labor, employment authorization history for past 18 months is provided
- Certain types of SAVE referrals may require returning information about whether an individual is on Order of Supervision, entry and parole information, and/or Affidavit of Support information.

Person Centric Query System (PCQS) – All personal information regarding an applicant's status is uploaded from various databases such as:

- Central Index System (CIS)
- Computer-Linked Application Management Information System 3.0 (CLAIMS 3)
- Computer-Linked Application Management Information System 4.0 (CLAIMS 4)
- Customer Profile Management System (CPMS)
- DOS Consular Consolidated Database (DOS-CCD)
- ENFORCE Integrated Database (EID) Enforcement Alien Removal Module (EARM)
- Executive Office of Immigration Review System (EOIR)
- Marriage Fraud Amendment System (MFAS) Microfilm Digitization Application System (MIDAS)
- National File Tracking System (NFTS)
- Nonimmigrant Information System and Border Crossing Information (NIIS and BCI)



- Refugees, Asylum, and Parole System (RAPS)
- Reengineered Naturalization Applications Casework Systems (RNACS)
- Immigration Customs and Enforcement (ICE) Student Exchange Visitor Information System (SEVIS)
- TECS System: CBP Primary and Secondary Processing (TECS)

Immigration Status Information Collected from DHS, DOJ, and DOS Systems (Sorted by Commonly Used Name Acronym)

United States Visitor and Immigrant Status Indicator Technology (US-VISIT)'s Arrival Departure Information System (ADIS)

- Last Name
- First Name
- Date of Birth
- Country of Citizenship
- Sex
- Passport Number
- Airline and Flight Number
- Country of Residence
- City Where Boarded
- City Where Visa was Issued
- Date Visa Issued
- Address While in United States
- Port of Entry

USCIS's Central Index System (CIS)

- Alien Number
- Last Name
- First Name
- Middle Name
- Date of Birth
- Date Entered United States
- Country of Birth



- Class of Admission
- File Control Office Code
- Social Security Number
- Form I-94 Number
- Office Code Where the Authorization Was Granted
- Employment Authorization Card Information
- Lawful Permanent Resident Card Information
- Naturalization Certificate Number
- EOIR Information, if in proceedings

USCIS's Computer-Linked Application Information Management System Version 3 (CLAIMS 3)

- Receipt Number
- Alien Number
- Last Name
- First Name
- Middle Name
- Address
- Social Security Number
- Gender
- Date of Birth
- Country of Birth
- Class of Admission or Type of Visa
- I-94 Number
- Employment Authorization Information
- Lawful Permanent Resident Information
- Date of Entry
- Valid-To Date
- Petitioner Internal Revenue Service Number
- Attorney Name
- Attorney Address



USCIS's Computer-Linked Application Information Management System Version 4.0 (CLAIMS 4)

- Alien Number
- Social Security Number
- Last Name
- First Name
- Middle Name
- Birth Date
- Birth Country
- Nationality
- Gender
- Naturalization Verification (Citizenship Certificate Identification ID)
- Naturalization Verification (Citizenship Naturalization Date/Time)
- Address

USCIS's Customer Profile Management System

- Receipt Number
- Alien Number
- Last Name
- First Name
- Middle Name
- Date of Birth
- Country of Birth
- Form Number, for example Form I-551 (Lawful Permanent Resident card) or Form I-766 (Employment Authorization Document)
- Expiration Date
- Photograph

Department of State (DOS)'s Consular Consolidated Database (DOS-CCD)

- Name
- Date of Birth
- Passport Number



- Visa Control Number
- FOIL Number
- Alien Number
- Photograph

ICE's ENFORCE Integrated Database (EID) Enforcement Alien Removal Module (EARM)

- Alien Number
- Name
- Marital Status
- Date of Birth
- Age
- Sex
- Country of Birth
- Country of Citizenship
- Date of Entry
- Class of Admission
- Social Security Number
- Federal Bureau of Investigation Number
- Case History
- Alerts
- Case Summary Comments
- Case Category
- Date of Encounter
- Encounter Information
- Custody Actions & Decisions
- Case Actions & Decisions
- Bonds
- Photograph

USCIS's Enterprise Document Management System (EDMS)

All Information Contained in an Individual's A-File, including, but not limited to:

- Alien Number
- Last Name



- First Name
- Middle Name
- Date of Birth
- Date Entered United States
- Country of Birth
- Class of Admission
- Social Security Number
- Form I-94 Number
- Naturalization Information and Certificate
- Photograph
- Marriage Information and Certificate

Department of Justice Executive Office Immigration Review System (EOIR)

- Name
- Alien Number
- Address
- Nationality
- Decision memoranda, investigatory reports and materials compiled for the purpose of enforcing immigration laws, exhibits, transcripts, and other case-related papers concerning aliens, alleged aliens or lawful permanent residents brought into the administrative adjudication process

USCIS's Marriage Fraud Amendment System (MFAS)

- Individual's
 - Name (Last, First, Middle)
 - Date of Birth
 - Country of Birth
 - Country of Citizenship
 - Class of Admission
 - Date of Admission
 - Alien Number
 - Receipt Number
 - Phone Number
 - Marriage Date and Place



- Spouse's
 - Name (Last, First, Middle)
 - Date of Birth
 - Country of Birth
 - Country of Citizenship
 - Class of Admission
 - Date of Admission
 - Alien Number
 - Receipt Number
 - Phone Number
 - Marriage Date and Place
 - Naturalization Date and Place
- Children's
 - Names (Last, First, Middle)
 - Date of Birth
 - Country of Birth
 - Class of Admission
 - Alien Number
- Employer
 - Name
 - Address
 - Supervisor's Name
 - Supervisor's Phone Number

USCIS's Microfilm Digitization Application System (MiDAS)

- Name
- Alien Number
- Date of Birth
- Citizenship Number

USCIS's National File Tracking System (NFTS)

- Alien Number
- File Location