



**State of New Hampshire**

DEPARTMENT OF SAFETY  
 JAMES H. HAYES BLDG. 33 HAZEN DR.  
 CONCORD, N.H. 03305  
 (603) 271-2791

RICHARD C. BAILEY, JR.  
 ASSISTANT COMMISSIONER

EDDIE EDWARDS  
 ASSISTANT COMMISSIONER

ROBERT L. QUINN  
 COMMISSIONER

October 15, 2021

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 263:39-a, authorize the Department of Safety, Division of Motor Vehicles to retroactively continue participation in a memorandum of agreement in the amount of \$50,000, which is the anticipated price over the next 5 years, with the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services, (VC# 167497), Washington, DC; originally approved by Governor and Executive Council on April 3, 2013, Item #74, amended on August 5, 2015, Item #4B, and approved on April 4, 2016, Item #5A for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen applicants applying for a NH driver license or non-driver identification card. Effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2026. Funding Source: 100% Highway Funds.

Funds are available as follows in the SFY 2022/2023 operating budgets and are contingent upon availability and continued appropriations in SFY 2024/2025/2026 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-23110000	Department of Safety – Division of Motor Vehicles – Bureau of Driver Licensing				
103-502664	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>
Contracts for Operational Services	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

**EXPLANATION**

This item is retroactive due to a clerical oversight. The continuation of this memorandum of agreement is necessary in order for the State of New Hampshire to continue to participate in the Systemic Alien Verification for Entitlements (SAVE) Program. The SAVE program, which is available only through the U.S. Government, provides a more secure New Hampshire driver license and reduces the potential for fraud by verifying applicant authenticity and denying applicants that attempt to obtain a driver license using fraudulent breeder documents. The SAVE Program ensures that non-citizen and naturalized or derived U.S. citizens who apply for a New Hampshire driver license or non-driver identification card are in the U.S. legally and on an authorized status. If New Hampshire does not participate in the SAVE Program, the potential exists for illegal or non-qualified individuals to apply for and be issued a valid NH driver license. There are currently 48 states and territories that have DMV agencies participating in the SAVE Program. The SAVE Program became nationwide after the passage of the Immigrant Reform and Control Act (IRCA) legislation in 1986.

Respectfully submitted,

Robert L. Quinn,  
 Commissioner of Safety



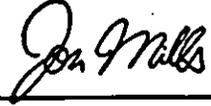
Anticipated Collections Addendum from Non-Federal Sources

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement (MOA). See Page 2 for additional instructions and an explanation of terms.

<b>1. Agency Information</b>	
Agency Name:	Department of Safety
Tax Identification Number (TIN):	026000618
Data Universal Numbering System (DUNS) or Business Partner Network (BPN) Number:	060340564
<b>2. Billing (Accounts Payable) Point of Contact (POC) Information</b>	
Name:	Division of Motor Vehicles – Audit Section
Phone Number (xxx-xxx-xxxx):	(603) 227-4050
Fax Number (xxx-xxx-xxxx):	(603) 271-7390
E-mail Address:	Lisa.lienhart@dos.nh.gov
Address:	23 Hazen Drive
Address (2nd line):	
City, State, Zip Code:	Concord, NH 03305
<b>3. Customer Payment and Budgeting Information</b>	
Purchase Commitment Number:	PO #4003353
Payment Method:	Check
Amount Obligated (Budgeted):	\$30,000.00
Funds Expiration Date:	06-30-2022
<b>4. Program POC</b>	
Name:	Supervisor of Driver Licensing
Phone Number (xxx-xxx-xxxx):	(603) 227-4050
E-mail Address:	Dos.admin@dos.nh.gov

This addendum will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

  
 Steven Lavoie  
 Director of Administration

  
 Jonathan M. Mills  
 Chief, SAVE Program, DHS USCIS

12/28/20  
 Date

2/22/2021  
 Date

Internal SAVE Use ONLY  
Agency High Level Identifier:



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELME  
COMMISSIONER

GC #5A  
04-20-2016

March 22, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 263:39-a, authorize the Department of Safety, Division of Motor Vehicles to continue participation in a no cost memorandum of agreement with the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services, (VC# 167497), Washington, DC, originally approved by Governor and Executive Council on April 3, 2013, Item #74, and amended on August 5, 2015, Item #4B, for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen applicants applying for a NH driver license or non-driver identification card. Effective upon Governor and Executive Council approval through June 30, 2021. Funding Source: 100% Highway Funds.

### Explanation

The continuation of this memorandum of agreement is necessary in order for the State of New Hampshire to continue to participate in the Systemic Alien Verification for Entitlements (SAVE) Program. The SAVE program, which is available only through the U.S. Government, provides a more secure New Hampshire driver license and reduces the potential for fraud by verifying applicant authenticity and denying applicants that attempt to obtain a driver license using fraudulent breeder documents. The SAVE Program ensures that non-citizen and naturalized or derived U.S. citizens who apply for a New Hampshire driver license or non-driver identification card are in the U.S. legally and on an authorized status. If New Hampshire does not participate in the SAVE Program, the potential exists for illegal or non-qualified individuals to apply for and be issued a valid NH driver license. There are currently 48 states and territories that have DMV agencies participating in the SAVE Program. The SAVE Program became nationwide after the passage of the Immigrant Reform and Control Act (IRCA) legislation in 1986.

Respectfully submitted,

  
John J. Barthelme  
Commissioner of Safety

MV-DL-07-2015-01



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

GC#4B  
08-05-2015

July 6, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 263:39-a, authorize the Department of Safety, Division of Motor Vehicles, to incorporate an addendum into the memorandum of agreement (MOA) with the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services, (VC# 167497), Washington, DC (originally approved by Governor and Executive Council on April 3, 2013, as Item #74) for the purpose of establishing terms and conditions for the Department's single sign-on access to the Systematic Alien Verification for Entitlements Program. All other terms and conditions of the MOA not specifically modified by this Addendum remain in effect. Effective upon Governor and Executive Council approval. Funding source: 100% Agency Income (cost of collections).

### Explanation

This addendum to the original MOA contains changes implemented by the US Department of Homeland Security that increase the security of the SAVE Program. The SAVE Program, available only through the U.S. Government, provides a more secure New Hampshire driver license and reduces the potential for fraud by verifying applicant authenticity and denying applicants who attempt to obtain a driver license using fraudulent breeder documents. The SAVE Program ensures that non-citizen and naturalized or derived U.S. citizens who apply for a New Hampshire driver license or non-driver identification card are in the U.S. legally and on an authorized status. If New Hampshire does not participate in the SAVE Program, the potential exists for illegal or non-qualified individuals to apply for and be issued a valid NH driver license. There are currently 48 states and territories that have DMV agencies participating in the SAVE Program. The SAVE Program became nationwide after the passage of the Immigrant Reform and Control Act (IRCA) legislation in 1986. The Department joined the program on the national level in April, 2013.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**APPENDIX B: SAVE MOA SINGLE SIGN-ON ADDENDUM**  
**ADDENDUM TO THE**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**UNITED STATES DEPARTMENT OF HOMELAND SECURITY,**  
**U.S. CITIZENSHIP AND IMMIGRATION SERVICES**  
**AND**  
**NEW HAMPSHIRE DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES**

**I. PARTIES**

This Addendum modifies the Memorandum of Agreement (MOA) that went into effect on April 3, 2013 between the United States Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS) and the New Hampshire Department of Safety, Division of Motor Vehicles (Agency). All terms of the MOA not specifically modified by this Addendum are incorporated into this Addendum as if fully restated here.

**II. AUTHORITY**

E-Government Act of 2002, Public Law 107-347.

National Institute of Standards and Technology policies, including, but not limited to:

*Recommended Security Controls for Federal Information Systems.* National Institute of Standards and Technology, U.S. Department of Commerce. Special Publication 800-53, December 2007.

*Guide to Secure Web Services: Recommendations of the National Institute of Standards and Technology.* National Institute of Standards and Technology, U.S. Department of Commerce. Special Publication 800-95, August 2007.

Federal Information Processing Standards, including, but not limited to:

*Federal Information Processing Standards.* Publication 197.

*Federal Information Processing Standards.* Publication 140-2.

Office of Management and Budget, Circular No. A-130, Appendix III.

*Sensitive Systems Handbook 4300A,* Department of Homeland Security.

**III. PURPOSE**

The purpose of this Addendum is to establish terms and conditions for the Agency's single sign-on access to the Systematic Alien Verification for Entitlements (SAVE) Program for purposes

identified in the underlying Memorandum of Agreement (MOA) between the parties, which went into effect on April 3, 2013.

Federal government information technology standards can be found in the E-Government Act of 2002, Public Law 107-347, particularly Title III, entitled the Federal Information Security Management Act (FISMA). Additional standards can be found in "Guide to Secure Web Services: Recommendations of the National Institute of Standards and Technology", issued by the National Institute of Standards and Technology (NIST).

#### **IV. RESPONSIBILITIES**

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

Process and respond to properly submitted requests for verification of immigration status in accordance with the MOA.

##### **B. New Hampshire Department of Safety, Division of Motor Vehicles agrees to:**

###### **1. General Requirements**

- a. Ensure interconnections between classified information technology (IT) systems and information technology (IT) systems not controlled by the DHS are established only through controlled interfaces. The controlled interfaces shall be accredited at the highest security level of information on the network.
- b. Ensure appropriate identification and authentication controls, audit logging, and access controls are implemented on every network component.
- c. Undertake periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of DHS.
- d. Establish policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system.
- e. Subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate.
- f. Ensure adequate security awareness training to inform personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks.
- g. Conduct periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than annually.
- h. Ensure there is an adequate process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization.
- i. Ensure there are adequate procedures for detecting, reporting, and responding to security incidents.

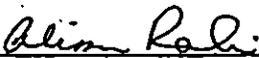
- j. Ensure there are adequate plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization.

## 2. Security and Privacy Requirements

- a. The Agency agrees to develop the data traversing the networks using DHS' Interface Control Agreement (ICA), provided separately to the Agency, to ensure all required fields are sent in each verification query originating from the Agency. Additionally, for tracking and audit purposes (these fields are classified as Personal, Confidential and High Security), DHS requires that a unique identifier associated with each user behind a single sign-on Web Services interface be passed to DHS to identify the active user. The field currently defined in the ICA for this purpose is titled, "UserField." The UserField shall be used to pass this unique identifier during each verification query providing DHS traceability to the creator of the query. A defined breakdown of the unique identifier should be provided to DHS before the Agency transitions its Web Services interface to a live production environment. Associated with this identifier, the Agency must maintain information directly linking the identifier to a name, phone number, email address, and work location. A unique traceable identifier to such personal information must be maintained by the Agency. This information will be requested, when necessary, by DHS to verify compliance and proper use of the system. The Agency is required to provide the necessary information on DHS' request within three (3) business days.
- b. The Agency agrees to retain certain data including, but not limited to, the Web Services user's name, phone number, email address, location and the unique identifier being passed in the UserField. This information must be maintained by the agency and available to DHS for 10 full calendar years.
- c. The Agency shall use only cryptographic modules that are FIPS 140-2 compliant. Algorithms shall be consistent with FIPS 197 (AES-256).
- d. The Agency shall ensure that any data transmission requiring encryption shall comply with the following standards:
- a) Products using FIPS 197 Advanced Encryption Standard (AES):
- i) Algorithms with at least 256 bit encryption that has been validated under FIPS 140-2.
- ii) NSA Type 2 or Type 1 encryption.

## V. PERIOD OF AGREEMENT

This Addendum shall be effective when the DHS-USCIS authorized official and the Agency authorized official have both signed the Addendum. This Addendum shall continue in effect unless modified or terminated in accordance with the provisions of the MOA. The undersigned certify that they are authorized to enter into this Addendum on behalf of DHS-USCIS and the New Hampshire Department of Safety, Division of Motor Vehicles, respectively.

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

  
Elizabeth A. Bielecki  
Director of Administration  
Division of Administration  
New Hampshire Department of Safety

MV-DL-01-2013-01



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

RQH 135160

March 5, 2013

LHC # 74  
04-03-2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 263:39-a, authorize the Department of Safety, Division of Motor Vehicles to enter into a memorandum of agreement with the Department of Homeland Security, U.S. Citizenship and Immigration Services, (VC# 167497), Washington, DC for an amount not to exceed \$61,809.00, for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen applicants applying for a NH driver license or non-driver identification card. Effective upon Governor and Executive Council approval through June 30, 2016. Funding Source: 100% Highway Funds.

Funds are available in the SFY2013 operating budget and are contingent upon availability and continued appropriations in SFY2014, SFY2015 and SFY2016 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-23110000	Department of Safety – Division of Motor Vehicles – Bureau of Driver Licensing			
103-502664	<u>SFY2013</u>	<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>
Contracts for Operational Services	\$2,706.00	\$17,856.00	\$19,642.00	\$21,605.00

### Explanation

The SAVE Program, available only through the U.S. Government, will provide a more secure New Hampshire driver license and reduce the potential for fraud by verifying applicant authenticity and denying applicants that attempt to obtain a driver license using fraudulent breeder documents. The SAVE Program will ensure that non-citizen and naturalized or derived U.S. citizens who apply for a New Hampshire driver license or non-driver identification card are in the U.S. legally and on an authorized status. If New Hampshire does not participate in the SAVE Program, the potential exists for illegal or non-qualified individuals to apply for and be issued a valid NH driver license. There are currently 48 states and territories that have DMV agencies participating in the SAVE Program. The SAVE Program became nationwide after the passage of the Immigrant Reform and Control Act (IRCA) legislation in 1986. The Department has had communications with the U.S. Department of Homeland Security for the past several years, including a letter to the Secretary in 2009, expressing an interest in joining the SAVE Program as soon as it was practical by the Department to do so to enhance the security of the NH driver license.

The Division of Motor Vehicles will reimburse the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services, in an amount not to exceed \$1.50 for each applicant transaction. The transaction dollar amounts are estimates based on the number of non-citizen and naturalized or derived U.S. citizens who have applied for a driver license or non-driver identification card for the past several years and who are projected to apply for a driver license or non-driver identification card during the remainder of SFY2013, SFY2014, SFY2015 and SFY2016.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

**MEMORANDUM OF AGREEMENT**

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

**NEW HAMPSHIRE DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES**

**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 New Hampshire Department of Safety, Division of Motor Vehicles (User Agency).

**II. AUTHORITY.**

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

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

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

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

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

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

N.H. Rev. Stat. Ann. §21-P-8, as amended.

N.H. Rev. Stat. Ann. §263:39-a, as amended.

N.H. Rev. Stat. Ann. §§263:39-a, 263:39-d, 260:5, 263:1, as amended.

N.H. Rev. Safety Code: Saf-C 1002.02, 1002.03, and 1002.06, as amended.

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 driver's licenses and state identification cards(s) (benefit). The limited data will be provided to the User Agency by an:

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

### **IV. RESPONSIBILITIES.**

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

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

(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;

(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;

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<sup>1</sup> 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](http://www.uscis.gov).

(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 MS 2620, U.S. Citizenship and Immigration Services, Department of Homeland Security, Washington, DC 20529-2620, (888) 464-4218,  
Attn: SAVE Operations. E-mail: SAVeregistration@dhs.gov.

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration Services, Department of Homeland Security, Washington, DC 20529-2640,  
(888) 464-4218. E-mail: SAVE\_monitoring@dhs.gov.

USER AGENCY- William R. Joseph, Deputy Director, 23 Hazen Drive Concord, NH, 03305,  
603-227-4050. [William.joseph@dos.nh.gov](mailto:William.joseph@dos.nh.gov).

## 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.

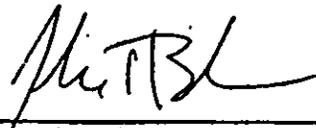
Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

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.

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

2/14/13  
Date

  
\_\_\_\_\_  
John T. Beardmorr  
Director of Administration  
Division of Administration  
Department of Safety

2-6-13  
Date

# TITLE XXI MOTOR VEHICLES

## CHAPTER 263 DRIVERS' LICENSES

### License Reciprocity

#### Section 263:39-a

##### 263:39-a License for Aliens Temporarily Residing in New Hampshire. –

I. The director may issue a New Hampshire driver's license to a nonresident alien who is living in New Hampshire on a temporary basis:

(a) For the purposes of attending a public or private educational institution which has a regular faculty, curriculum, and organized body of pupils or students in attendance and is enrolled in such education institution;

(b) For the purposes of engaging in lawful employment, occupational, or business activity, and is engaged in such activity; or

(c) Who is the spouse or child of an alien licensed under this section.

II. The director may require any of the following:

(a) Certification from the foreign government regarding the person's driving record and licensing status.

(b) Submission of social security number, or, if the person does not qualify for such a number, the submission of certification to that effect as is acceptable to the commissioner.

(c) Written or other testing.

(d) Proof of compliance with the conditions set forth in paragraph I.

(e) Proof of identification as may be acceptable to the director.

(f) Proof of previous vehicle operation in the foreign country or proof of completion of an approved driver education course acceptable to the director.

III. The term of the license shall be no longer than 5 years from the date of issuance, and the director may set a lesser term in accordance with the length of the person's residence in New Hampshire.

IV. Nothing in this chapter shall preclude the director from denying a license if the director determines that licensure of the person may be contrary to the public safety. Once licensed, the individual shall be subject to the same provisions of the law as all other licensees. When the person no longer meets the conditions specified in paragraph I, the person shall forthwith return the license to the director and the license shall become invalid.

Source. 1981, 279:4. 1997, 234:1. 2001, 91:10. 2003, 14:1, eff. June 21, 2003.