

91 *DM*



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

September 26, 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 the Social Security Online Verification System (SSOLV) Information Exchange Agreement with the Social Security Administration, (VC# 175767-R001), 4301 Wilson Boulevard, Suite 700, Arlington, VA 22203-1867, for the purpose of verifying social security number information for applicants applying for a NH driver license and commercial motor vehicle driver licenses. Effective upon Governor and Executive Council approval through September 30, 2021. Funding Source: 100% Highway Funds.

### Explanation

The continuation of this SSOLV Information Exchange Agreement is necessary in order for the State of New Hampshire to remain compliant with applicable State and Federal Laws and Regulations. The SSOLV System is available only through the U.S. Social Security Administration and verifies that social security numbers presented to the Division of Motor Vehicles are valid and authentic and are held by the appropriate individual. This agreement is necessary for the State's continued access to this verification system. Applicable fees are paid through the American Association of Motor Vehicle Administrators (AAMVA) on a per transaction basis, as AAMVA serves as the gateway to this verification system. Fees to AAMVA were approved by Governor and Council on August 26, 2015, Item #77.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**Social Security Online Verification System (SSOLV)**

**Match #973 - October 2016 Model**

**MODEL--MVA USING AAMVA SERVICES**

**INFORMATION EXCHANGE AGREEMENT**

**BETWEEN**

**THE NEW HAMPSHIRE DIVISION OF MOTOR VEHICLES**

**AND**

**THE SOCIAL SECURITY ADMINISTRATION**

**Effective: October 1, 2016**

**Expires: September 30, 2021**

## **I. PURPOSE**

The purpose of this information exchange agreement (Agreement) is to establish the terms, conditions, and safeguards under which the Social Security Administration (SSA) will provide Social Security number (SSN) verifications to the New Hampshire Division of Motor Vehicles (MVA) through the Social Security Online Verification (SSOLV) process for individuals seeking driver's licenses and/or identification cards from MVA.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. SSA's Responsibilities**

1. SSA will provide MVA with SSN online verification service via the SSOLV process for MVA's existing, renewal, and new driver's license and identification card records. SSOLV will be provided via direct terminal access administered through the American Association of Motor Vehicle Administrators' (AAMVA) AAMVAnet® network, which will serve as the conduit to transmit information to, and receive information from, SSA on behalf of the State MVAs that want to receive the verification service via SSOLV.
2. SSA will compare the information that MVA submits through AAMVAnet® with the information in SSA's system of records and respond to MVA through AAMVAnet®.
3. SSA will provide verification results as a "match"/"no match" response to MVA's verification request and the reason for the "no match" response. SSA's response will also include indication of death, if such data is present on SSA's records.

### **B. MVA's Responsibilities**

1. MVA will reimburse SSA, through AAMVA, for the services provided under this Agreement.
2. MVA will transmit to SSA, through AAMVAnet®, the name, SSN, and the date of birth provided by each individual for each verification request. AAMVA will provide connectivity and billing services for MVA, and AAMVA's AAMVAnet® will serve as the conduit to transmit information to and receive information from SSA, consistent with the terms of this Agreement. AAMVAnet® will transmit information to and receive information from SSA on behalf of MVA.
3. MVA will use the verification information provided by SSA under this Agreement only for the purposes of establishing identities of applicants for, and holders of, driver's licenses and/or identification cards issued by MVA.
4. MVA acknowledges that SSA's positive ("match") verification of an SSN only establishes that the data it submitted matches the data contained in SSA records.

subject to the tolerances established in SSA's matching routines. The verification does not authenticate the identity of the individual or conclusively prove that the individual submitting the information is who he or she claims to be.

5. If MVA receives a negative ("no match") response from SSA on the SSN provided by an individual, MVA will take the following steps before referring the individual to the SSA field office:
  - a. Check its records to confirm that the data of the original submission has not changed (e.g., last name recently changed);
  - b. Contact the individual to verify that the submitted data is accurate; and
  - c. Consult with the SSA Project Coordinator to discuss options before sending out any mass mailings advising individuals to contact their local SSA field office for resolution.
6. MVA will collect and disclose SSNs in accordance with all applicable State and Federal laws that govern the collection, use, and disclosure of SSNs.
7. MVA will not use the services provided by SSA under this Agreement as an enhancement to any information marketing efforts conducted by the State or its agents. SSA will consider any such marketing effort by MVA to be cause for immediate termination under Section V.C of this Agreement.

### **III. LEGAL AUTHORITY**

Section 205(c)(2)(C)(i) of the Social Security Act (Act) (42 U.S.C. § 405(c)(2)(C)(i)) authorizes the States to use SSNs in administering their driver's license laws.

SSA's legal authority to disclose information under this Agreement is section 1106 of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act (5 U.S.C. § 552a(b)(3)), and section 7213 of the Intelligence Reform and Terrorism Prevention Act of 2004. SSA will use information maintained in the "Master Files of Social Security Number (SSN) Holders and SSN Applications," 60-0058 system of records, last fully published on December 29, 2010 (75 FR 82121), amended on July 5, 2013 (78 FR 40542), and on February 13, 2014 (79 FR 8780).

Section 1106(b) of the Act (42 U.S.C. § 1306(b)) requires any agency requesting from SSA information that may be disclosed under SSA's regulations to pay for the information requested, either in advance or by way of reimbursement, in amounts up to the full cost of providing such information as determined by the Commissioner of SSA.

SSN verification under this Agreement does not constitute a matching program as defined by the Privacy Act, 5 U.S.C. § 552a(a)(8). SSN verification is not used to determine entitlement to or eligibility for, or continuing compliance with statutory and regulatory requirements by, applicants for, recipients or beneficiaries of, participants in or providers

of service with respect to cash or in-kind assistance or payments under Federal benefit programs, or recouping payments or delinquent debts under such Federal benefit programs. However, this Agreement is executed under all of the other relevant portions of the Privacy Act of 1974, as amended, and the regulations and guidance promulgated thereunder.

#### **IV. PRIVACY PROTECTION AND SYSTEMS SECURITY REQUIREMENTS**

##### **A. Record Usage, Duplication, and Redislosure Restrictions**

1. MVA will use and access the SSN verification information and the records created by the data exchange under this Agreement only for the purpose of administering, and to the extent necessary to administer, their driver's license and/or identification card programs.
2. The data provided by SSA under this Agreement will remain the property of SSA, and MVA will return or destroy the data when it accomplishes the purpose for which it obtained the data, but no later than 6 months after receipt of the data. MVA will not save entire databases after the data exchange with SSA, but only apply a specific data to the "matched" record.
3. MVA will not use the data provided by SSA to extract information concerning individuals for any purpose not specified in this Agreement.
4. MVA will not create any other file that consists of the verification information from SSA for redislosure, duplication, or dissemination within or outside MVA without advance written approval of SSA. SSA will not grant such approval unless: (1) the disclosure is in compliance with the Federal Privacy Act (5 U.S.C. § 552a) and other applicable Federal laws and regulations; and (2) the disclosure is required by law or is essential to the matching activity. To request SSA's advance written approval for redislosure, duplication, or dissemination, MVA must specify in writing what file is being disclosed, to whom it is being disclosed, and the reasons that justify such redislosure.
5. MVA will restrict access to the verification information obtained from SSA to only those authorized State employees who need it to perform their official duties in connection with the intended uses of the information authorized in this Agreement.
6. If MVA uses, or contemplates using, agents or contractors to assist in the licensing or identification card issuance, and such agents or contractors require access to SSA data, MVA may provide them access subject to the following conditions: (1) MVA is in a contractual or similar arrangement with the agent or contractor to act on MVA's behalf to assist in administering MVA's driver's license and/or other identification documents; (2) MVA provides SSA with proof of such contractual relationship (e.g., a copy of its contract or other agreement

with the agent or contractor); (3) the purpose of the disclosure and the use of the data by the agent or contractor is consistent with this Agreement; and (4) the agent or contractor agrees in writing to abide by all of the use, duplication, and redisclosure restrictions, and systems security requirements in this Agreement.

7. MVA will inform all employees, contractors, or agents who access, use, or disclose the data provided under this Agreement that if they use the data in a manner or for a purpose not authorized by this Agreement they are subject to civil and criminal sanctions contained in applicable Federal statutes and regulations.

## **B. Systems Security Requirements**

1. MVA must safeguard information provided under this Agreement by complying with the Systems Security Requirements (SSR) described in the *Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration* (Attachment A).
2. To comply fully with SSA's SSR, MVA must attest in writing to the Director of the Division of Compliance and Oversight (DCOVER), Office Information Security, that its system has not undergone significant changes since the last agreement was signed or the last System Design Plan (SDP) was submitted, whichever is later. Significant changes are any changes that could adversely affect the protection of SSA data in accordance with our SSR. If significant changes have been made, MVA will submit an updated SDP to the Director of DCOVER, as described in Attachment A. DCOVER will review the SDP and notify MVA of its acceptance or any unresolved issues. MVA must resolve all issues to DCOVER's satisfaction before SSA will authorize its connection through the AAMVA system. If MVA is not in compliance with SSA's SSR on the effective date of this Agreement, SSA will suspend any SSN verification request from MVA until MVA has submitted an acceptable SDP to the Director of DCOVER. MVA must submit such SDP to the DCOVER at least within 30 days of the effective date of this Agreement.
3. SSA and MVA will adopt policies and procedures to ensure that information obtained from each other will be used in accordance with the terms and conditions of this Agreement and any applicable laws.
4. MVA will restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this Agreement. At SSA's request, MVA will obtain from each of its contractors and agents a current list of the employees of its contractors and agents who have access to SSA data disclosed under this Agreement. MVA will require its contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this Agreement, to comply with the terms and conditions set forth

in this Agreement, and not to duplicate, disseminate, or disclose such data without obtaining SSA's prior written approval. MVA will further certify to SSA's Systems Security Contact that all contractors meet the SSR prior to any transfer of SSA data to the contractor; thereafter, MVA will perform compliance reviews of the contractor at least once every three years and compile a report of its findings and final a disposition of all required actions to SSA's System Security contact, to ensure SSA's SSR are met. MVA must be able to document the contractual agreement between MVA and its contractors and explain the role of those contractors in MVA's operations. In addition, MVA must require all contractors to sign an agreement (including a non-disclosure statement) that obligates them to follow the terms of SSA's SSR, as described in Attachment A.

**C. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII):**

1. MVA will ensure that its employees, contractors, and agents:
  - a. Properly safeguard PII furnished by SSA under this Agreement from loss, theft, or inadvertent disclosure;
  - b. Understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
  - c. Ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
  - d. Send emails containing PII only if encrypted and if to and from addresses that are secure; and
  - e. Limit disclosure of the information and details relating to a PII loss only to those with a need to know.
2. If an employee of MVA or an employee of MVA's contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the MVA official responsible for Systems Security designated below, or his or her delegate. That MVA official or delegate must then notify the SSA Regional Office contact, SSA Project Coordinator, and the SSA Systems Security Contact identified below. If, for any reason, the responsible MVA official or delegate is unable to notify the SSA Regional Office contact and Project Coordinator, or the SSA Systems Security Contact within one hour, the responsible MVA official or delegate must report the incident by contacting SSA's National Network Service Center at 1-877-697-4889. The responsible MVA official or delegate will use the worksheet, attached as Attachment B, to quickly gather and organize information about the incident. The responsible MVA official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.
3. SSA will file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency

Readiness Team if loss or potential loss of SSA PII related to a data exchange under this Agreement occurs.

4. If MVA experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost or breached and bear any costs associated with the notice or any mitigation.

## **V. DURATION, MODIFICATION, AND TERMINATION**

### **A. Duration**

This Agreement will be in effect for 5 years, from the effective date of October 1, 2016, to the expiration date of September 30, 2021. Parties to this Agreement must execute a new agreement prior to its expiration date for the services to continue uninterrupted.

This Agreement will be effective only upon signature of both parties to this Agreement, related Form SSA-1235 between SSA and AAMVA for the current fiscal year (FY), and the payment in advance by AAMVA in accordance with the terms of the agreement between SSA and AAMVA and the Form SSA-1235. This Agreement does not authorize SSA to incur obligations through the performance of the services described herein. Performance of such services is authorized only by the execution of the Form SSA-1235 between SSA and AAMVA for the fiscal year in which the verification services will be provided. SSA's ability to perform work for fiscal years beyond FY 2017 is subject to the availability of funds.

### **B. Modification**

Either party may request, in writing, modifications to this Agreement at any time; no modification to this Agreement will be effective unless it is in writing and signed by each of the parties of this Agreement.

### **C. Termination**

Either party may unilaterally terminate this Agreement upon 30 days advance written notice to the other party. Such termination will be effective 30 days from the date of the notice or at a later date specified in the notice. The party that issued the notice of termination may withdraw the notice if, at any time prior to the effective date of the termination, the parties resolve their differences and reach an agreement acceptable to both parties. Parties will refer jointly for resolution any dispute arising under this Agreement to each party's official authorized to sign this Agreement.

Notwithstanding the foregoing, SSA may immediately and unilaterally terminate this Agreement if SSA determines that MVA has: (1) incurred an unauthorized use of the verification service or (2) violated, or failed to follow, the terms of this Agreement. SSA may immediately and unilaterally suspend services under this Agreement, until

SSA makes a definite determination, if SSA suspects that MVA failed to comply with the systems security requirements and/or records usage, duplication, and redisclosure restrictions of this Agreement.

SSA reserves the right to shut down the computer process between AAMVAnet® and SSA with no warning and for an unlimited amount of time if SSA deems the process to be damaging the integrity of the internal, secure SSA Network.

In addition, in accordance with SSA's agreement with AAMVA, AAMVA may terminate the provision of services to any MVA that is delinquent in payment for services, provided that AAMVA shall provide 60 days prior written notice to the affected MVA and SSA before implementing such termination.

## **VI. REIMBURSEMENT**

MVA will reimburse SSA, through AAMVA, for the services SSA provides under this Agreement. SSA will enter into a separate reimbursable agreement with AAMVA for online SSN verification services, whereby AAMVA, on behalf of MVA, will reimburse SSA in advance on a periodic basis for the services SSA provides to MVA under this Agreement. AAMVA will establish fees, billing, and collection from MVAs for SSA's verification services provided through AAMVAnet®. SSA is not responsible for any fees that AAMVA may charge MVA for services AAMVA provides on behalf of MVA. SSA will deal directly with AAMVA for all issues related to billing and collection for services under this Agreement.

SSA will determine the reimbursable amounts payable by the full cost of providing the estimated volume of SSN verification requests to be submitted to SSA on a fiscal year basis. For purposes of this Agreement, the fiscal year is defined as the twelve-month period from October 1 of any given year to September 30 of the following year. SSA uses current Federal fiscal year rates to calculate the cost estimates for services provided under this Agreement; Federal fiscal year rates and related cost estimates are subject to change in future fiscal years.

MVA's failure to reimburse SSA through AAMVA in accordance with this Agreement and/or AAMVA's failure to pay SSA in accordance with its agreement with SSA is cause for immediate and unilateral termination by SSA under Section V.C of this Agreement.

## VII. PERSONS TO CONTACT

### SSA Project Coordinator & Regional Office Contact

Shannon Keady  
Center for Programs Support  
JFK Federal Building, Room 1925  
Boston MA 02203  
Phone: (617) 565-2855  
Fax: (617) 565-9359  
Email: [Shannon.Keady@ssa.gov](mailto:Shannon.Keady@ssa.gov)

### SSA Systems Security Contact

Michael G. Johnson  
Director  
Division of Compliance and Oversight  
Office of Information Security  
3827 Annex  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 965-0266  
Fax: (410) 597-0845  
Email: [Michael.G.Johnson@ssa.gov](mailto:Michael.G.Johnson@ssa.gov)

### SSA Systems Issues Contact

Robert Foyles  
Branch Chief  
DIVES/Data Exchange Branch  
Office of Earnings, Enumeration and  
Administrative Systems  
3108 (3-C-3) Robert M. Ball Building  
6401 Security Boulevard  
Baltimore, MD 21235  
Phone: (410) 966-0464  
Fax: (410) 966-3147  
Email: [Robert.Foyles@ssa.gov](mailto:Robert.Foyles@ssa.gov)

### MVA Project Coordinator

Jeffrey Oberdank  
Supervisor, Driver Licensing Bureau  
23 Hazen Drive  
Concord NH 03305-0001  
Phone: (613) 227-4203  
Email: [Jeffrey.A.Oberank@dos.nh.gov](mailto:Jeffrey.A.Oberank@dos.nh.gov)

### MVA Systems Security Contact

Gerard E. Wallace  
ISO Cybersecurity Analyst  
Department of Safety  
110 Smokey Bear Blvd  
Concord NH 03305  
Phone: (603) 230-3055  
Email: [Gerard.Wallace@dos.nh.gov](mailto:Gerard.Wallace@dos.nh.gov)

## VIII. DISCLAIMER

SSA is not liable for any damages or loss resulting from errors in information provided to MVA under this Agreement. Furthermore, SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by MVA. All information furnished to MVA will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction attributable to SSA, the services must be re-performed by SSA, the additional cost thereof will be

treated as part of the full costs incurred in compiling and furnishing such information and will be paid by MVA.

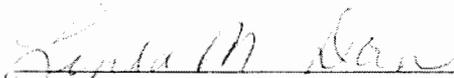
**IX. INTEGRATION CLAUSE**

This Agreement and the accompanying attachments constitute the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of the Agreement. This Agreement shall take precedence over any other documents that may be in conflict with it.

**X. AUTHORIZED SIGNATURES**

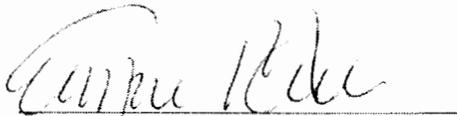
The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

**SOCIAL SECURITY ADMINISTRATION**

  
\_\_\_\_\_  
Linda M. Dorn  
Regional Commissioner

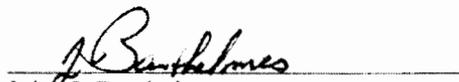
Date 8/30/16

**NEW HAMPSHIRE DIVISION OF MOTOR VEHICLES**

  
\_\_\_\_\_  
Elizabeth Bielecki  
Director

7/27/16  
Date

**NEW HAMPSHIRE DEPARTMENT OF SAFETY**

  
\_\_\_\_\_  
John J. Barthelmes  
Commissioner of Safety

Date 7/27/16

Attachments:

A – *Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information with the Social Security Administration*

B – Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information



# State of New Hampshire

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

JOHN J. BARTHELMES  
 COMMISSIONER

RQ# 157284

CC# 77

08-26-2015

July 21, 2015

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

**Requested Action**

1. Pursuant to MOP 1200, Membership, Dues and Licenses and RSA 263:91 Commercial Driver License, authorize the Department of Safety, Division of Motor Vehicles, to pay annual membership dues for two years to the American Association of Motor Vehicle Administrators (AAMVA) (VC# 175767-P001) Arlington, Virginia, in an amount not to exceed \$14,700.00. Effective upon Governor and Council approval for the period of October 1, 2015, through September 30, 2017. Funding source: 100% Agency Income.
2. Authorize the Department of Safety, Division of Motor Vehicles, to pay sole source fees for two years to the American Association of Motor Vehicle Administrators (AAMVA) (VC# 175767-P001) Arlington, Virginia, in an amount not to exceed \$264,000.00 for Commercial Driver License Information System (CDLIS) transactions and for Programs & Technology and Network Services. Effective upon Governor and Executive Council approval for the period of October 1, 2015, through September 30, 2017. Funding source: 100% Agency Income.

Funds to support this request are anticipated to be available in the following accounts in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

	<u>SY2016</u>	<u>SFY2017</u>	<u>Total</u>
02-23-23-233015-31000000 Dept. of Safety – DMV – Admin			
026-500251 Organizational Dues	\$7,200.00	\$7,500.00	\$14,700.00
02-23-23-233015-23110000 Dept. of Safety – DMV – Driver Licensing			
103-502664 Contracts for Operational Services	\$130,000.00	\$134,000.00	\$264,000.00

**Explanation**

AAMVA is the only provider of the motor vehicle services to all North American jurisdictions making this a sole source request. Membership entitles motor vehicle agencies the ability to communicate with all member jurisdictions and key personnel on pending federal and state legislation, pertinent policies and legal issues. AAMVA is the only association in North America dedicated to providing motor vehicle services, support, communication, access to motor vehicle networks, access to motor vehicle databases and guidance to the motor vehicle agencies, departments and jurisdictions in the United States and Canada. Motor vehicle agencies and departments throughout North America belong to AAMVA.

AAMVA allows all member motor vehicle agencies to network and communicate with each other on a variety of topics that are critical to decisions pertaining to legislation and other vital issues. One of AAMVA's vice presidents communicates with all

member jurisdictions on a regular basis to ensure that uniformity and consistency are maintained among jurisdictions dealing with motor vehicle issues. This is very beneficial when considering the implementation of a new project or process, preventing jurisdictions from duplicating efforts. In addition, this communication provides jurisdictions with advance notice of impacts of potential legislation of those jurisdictions that have already been through the process.

The CDLIS charges are based on the estimated number of annual New Hampshire commercial driver transactions and inquiries of all types to the CDLIS National Database. The Programs & Technology and Network Services is based on an estimated number of annual transactions, maintenance and Social Security On-Line Verification (SSOLV) inquiries. These fees were originally approved as a perpetual agreement by the Governor and Executive Council on February 28, 1990 as item #146. The SFY 2107 dues amount is an estimate based on increases over the past years.

In the 75-year history of AAMVA, no jurisdiction member has formally dropped its membership. Should that happen, the matter would have to go before the AAMVA Board of Directors to establish a new policy on how a non-member jurisdiction should be treated with regard to access to association networks and the jurisdictional and federal databases throughout the United States and Canada that the jurisdiction was previously granted access to via AAMVAnet by virtue of its membership in AAMVA. The AAMVA Board would establish a new pricing policy for non-member jurisdictional access to networks and databases to offset the usage costs which had previously been covered by membership dues. It is possible that access would be withdrawn completely to networks and databases.

Listed below are answers to standard questions required for Governor and Executive Council organization dues and membership approval submissions:

- 1. How long has this organization been in existence and how long has this agency been a member of this organization?*  
AAMVA was founded 1933. NH has been a member for many years.
- 2. Is there any other organization which provides the same or similar benefits which your agency belongs to?*  
No.
- 3. How many other state's belong to this organization and is your agency the sole New Hampshire state agency that is a member?* The 50 US States and DC. The DMV is the only NH State agency belonging to AAMVA.
- 4. How is the dues structure established? (Standard fee for all states, based on population, based on other criteria, etc)*  
Population, network and database access.
- 5. What benefit does the state receive from participating in this membership?* AAMVA provides the State of New Hampshire electronic access to several databases including Social Security On-Line Verification (SSOLV), Problem Driver Pointer System (PDPS), National Driver Register, (NDR), National Motor Vehicle Title Information System (NMVTIS) and most important, Commercial Driver License Information System (CDLIS), which is part of the Motor Carrier Safety Improvement Act (MCSIA). The CDLIS database checks on commercial drivers' national records in all jurisdictions. This program is mandated by federal law and maintained through AAMVA. If AAMVA decides to withdraw access to CDLIS to non-members, federal funds to the State of New Hampshire would be at risk.
- 6. Are training or educational/ research materials included in the membership? If so, is the cost included? Explain in detail.* AAMVA allows all member motor vehicle agencies to network and communicate with each other on a variety of topics that are critical to decisions pertaining to legislation and other vital issues.
- 7. Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams? Explain.* Yes. See question 5.
- 8. Is there any travel included with this membership fee? Explain in detail any travel to include the number of employees involved, the number of trips, destination if known and purposes of membership supported trips.* AAMVA provides travel assistance grants for DMV employee(s) to attend the regional and international AAMVA conferences including rooms; meals; air fares, if applicable; and registration fees.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
July 21, 2015  
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9. *Which state agency employees are directly involved with this organization? (Indicate if they are members, voting members, committee members, and/or officers of the organization. Richard C. Bailey, Jr., Director of Motor Vehicles; William Joseph, Deputy Director of Motor Vehicles; five (5) DMV bureau supervisors.*
10. *Explain in detail any negative impact to the State if the Agency did not belong to this organization. NH would not have access to networks and databases required to complete motor vehicle transactions.*

Respectfully submitted,

  
John J. Barthelme  
Commissioner of Safety

**From:** [Murphy, Shervonne](#)  
**To:** [Garlow, Arthur](#)  
**Cc:** [Walker, Lindsey](#); [Harbour, Michael](#); [Xu, Celine](#)  
**Subject:** RE: 2015 AAMVA dues quote - State of NH  
**Date:** Wednesday, June 24, 2015 4:53:49 PM

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Hello Arthur,

For now, it's safe to assume that your membership dues will be the same as they were for FY2015 (\$6,331).

I won't know the absolute amount until we run invoices for FY2016 (done in August 2015) and FY2017 (done in August 2016) – and can confirm whether or not the vehicle numbers in New Hampshire have increased or decreased.

Shervonne

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**From:** Garlow, Arthur [mailto:Arthur.Garlow@dos.nh.gov]  
**Sent:** Tuesday, June 23, 2015 2:56 PM  
**To:** Murphy, Shervonne  
**Cc:** Walker, Lindsey; Harbour, Michael; Xu, Celine  
**Subject:** RE: 2015 AAMVA dues quote - State of NH

Good afternoon Shervonne,

Could you please e-mail me the quote for the State of NH AAMVA annual dues for the next two years, starting October 1, 2015.

Thank you.

Arthur Garlow  
NH Department of Safety  
Division of Motor Vehicles.  
603-227-4050

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**From:** Murphy, Shervonne [mailto:SMurphy@aamva.org]  
**Sent:** Friday, June 13, 2014 2:08 PM  
**To:** Garlow, Arthur; Xu, Celine  
**Cc:** Rapp, Lindsey; Harbour, Michael  
**Subject:** RE: 2015 AAMVA dues quote - State of NH

Hello Arthur,

The FY2015 membership dues amount will be \$6,331, the same as FY2014. Thank you.

**Shervonne Murphy | Membership Coordinator**  
AAMVA | 4301 Wilson Boulevard, Suite 400, Arlington, VA 22203

**Subject:** 2015 AAMVA dues quote - State of NH

Good morning Celine,

Please provide a quote for the State of New Hampshire AAMVA dues for 2015.  
Thank you.

Arthur Garlow  
NH-DMV  
603-227-4050

# TITLE XXI MOTOR VEHICLES

## CHAPTER 263 DRIVERS' LICENSES

### Commercial Licensing

#### Section 263:91

##### **263:91 Commercial Driver License. –**

I. The commercial driver license shall be marked "commercial driver license" or "CDL" or "nonresident commercial driver license" or "NRCDL" or "commercial driver learner permit" or "CDLP" and shall be, to the maximum extent practicable, tamper-proof, and shall include, but not be limited to, the following information:

- (a) The full legal name and current residential address of the licensee. A post office box number shall not constitute a current residential address;
- (b) The licensee's color photograph;
- (c) A physical description of the licensee including sex, height, weight, eye and hair color;
- (d) Date of birth;
- (e) Social security number, if requested by the applicant;
- (f) Any number or identifier deemed appropriate by the department;
- (g) The licensee's signature;
- (h) The class or type of commercial motor vehicle or vehicles which the person is authorized to drive together with any endorsements or restrictions;
- (i) The name of this state; and
- (j) The expiration date.

II. Before issuing a commercial driver license, the department shall ascertain from the commercial driver license information system and the national driver register (NDR) all available information pertaining to the driving record of the person to be licensed.

III. Within 10 days after issuing a commercial driver license, the department shall notify the commercial driver license information system of that fact, providing all information required to ensure identification of the person.

IV. The department shall maintain copies of all documents including, but not limited to, the application, commercial driver license issued, and any other documents pertaining to the licensee.

V. Within 10 days after suspending, revoking or cancelling a commercial driver license, the department shall notify the commercial driver license information system of that disqualification.

**Source.** 1989, 319:17, eff. July 1, 1989.

# 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.