

Social Security Online Verification System (SSOLV)

Match #973 - October 2011 Model

MODEL--MVA USING AAMVA SERVICES

INFORMATION EXCHANGE AGREEMENT

BETWEEN

**(STATE NAME AND NAME OF MOTOR VEHICLE ADMINISTRATION OR
NAME OF STATE AGENCY ADMINISTERING AN ID CARD PROGRAM)**

AND

THE SOCIAL SECURITY ADMINISTRATION (SSA)

**Effective: October 1, 2011
Expires: September 30, 2016**

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 [Insert State Name and MVA or Name of the State Agency charged with administering an identification card program] (MVA [or insert acronym of state agency if other than MVA]) through the Social Security Online Verification (SSOLV) process for individuals seeking driver's licenses and/or identification cards from MVA. [If the state agency signing this agreement is other than an MVA, replace "MVA" throughout the agreement with the respective acronym where needed.]

II. BACKGROUND

Under the national policy established by section 205(c)(2)(C)(i) of the Social Security Act (Act) (42 U.S.C. § 405(c)(2)(C)(i)), States are authorized to use the SSN in the administration of their driver's license laws for the purpose of establishing the identity of individuals affected by such laws. They may require any individual affected by such laws to furnish to the States (or any agency having administrative responsibility for such laws) his or her SSN.

SSA maintains a system of records (SOR) named "Master Files of Social Security Number Holders and SSN Applications" SSA/OEEAS, 60-0058 (referred to as the "Enumeration System"). SSA's current routine use for this SOR allows SSA to disclose SSN verification information to State Motor Vehicle Administrations (State MVAs) and other state agencies that administer identification card programs to assist them in establishing identity to administer their driver's license and identification card programs.

III. RESPONSIBILITIES OF THE PARTIES

A. SSA's Responsibilities

1. SSA will provide MVA with SSN online verification service via the Social Security Online Verification (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 Enumeration System and respond to MVA through AAMVAnet™ with one of the following response codes:

- 1 = Verified and Death Indicator not present
- 2 = Invalid SSN
- 3 = Name does not match, Date of Birth matches
- 4 = Date of Birth does not match, Name matches
- 5 = Name and Date of Birth do not match
- 6 = Verified, but Death Indicator present
- 7 = SSN not verified; other reason
- 9 = System Error, unable to process at this time.

The above coded responses are subject to change at any time in SSA's sole discretion. SSA will notify MVA in writing at least 90 to 120 days in advance of such changes.

- 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.

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 their 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 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 VI.C of this Agreement.

IV. LEGAL AUTHORITY

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

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.

5 U.S.C. § 552a(b)(3) permits SSA to disclose its records contained in its system of records (SOR) when such disclosure would be for a routine use as defined in the Privacy Act,

5 U.S.C. § 552a. SSA maintains a SOR named "Master Files of Social Security Number Holders and SSN Applications" SSA/OEEAS, 60-0058 (referred to as the "Enumeration System"). Routine use number 33 for this SOR gives SSA authority to verify personal identification data (e.g., name, SSN, and date of birth) concerning individuals who apply for, or are issued, driver's licenses or other identification documents, to State MVAs that issue such licenses or documents or to state agencies other than an MVA that administer identification card programs (75 FR 82121, December 29, 2010).

Section 7213 of the Intelligence Reform and Terrorism Prevention Act (50 U.S.C. § 435b) authorizes SSA to add death and fraud indicators to the SSN verification systems for state agencies issuing driver's licenses and identification cards.

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 or eligibility of, 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.

V. PRIVACY PROTECTION AND SYSTEMS SECURITY REQUIREMENTS

A. Record Usage, Duplication, and Redisclosure 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 redisclosure, 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. For purposes of this Agreement, the parties will adhere to the definition of the term "essential" as set forth in the Computer Matching and Privacy Protection Act of 1988, as amended, and the guidance promulgated thereunder, in administering this provision. To request SSA's advance written approval for redisclosure, 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 redisclosure.
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.

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, Guidelines, and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration* (Attachment A).
2. To fully comply with SSA's SSR, MVA must attest in writing to the Director of the Division of Compliance Oversight (DCOVER), Office of the Chief Information Officer (OCIO) 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 to SSA an updated SDP as described in Attachment A. SSA will review the SDP and notify MVA of its acceptance or any unresolved issues. MVA must resolve all issues to SSA'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, OCIO. 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 disposition of all required actions to ensure SSA's SSR are met, to SSA's System Security contact. 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 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 Technical 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 Technical Systems Security Contact within 1 hour, the responsible MVA official or delegate must report the incident by contacting SSA's National Network Service Center ("NNSC") 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 make the necessary contact within SSA to 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.

VI. DURATION, MODIFICATION, AND TERMINATION

A. Duration

This Agreement will be in effect for 5 years, from the effective date of October 1, 2011, to the expiration date of September 30, 2016. *[For current renewals, the effective date is October 1, 2011. For any agreement that will be renewed after October 1, 2011, replace the foregoing sentence with the following, filling in the appropriate effective date for the agreement: "This Agreement will be in effect from the effective date of _____ to the expiration date of September 30, 2016."]* 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 FY in which the verification services will be provided. SSA's ability to perform work for FYs beyond FY 2011 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, 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 has 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.

VII. REIMBURSEMENT

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.

MVA and AAMVA are solely responsible for any fees that AAMVA may charge MVA for services it provides on behalf of MVA. AAMVA will be responsible for the establishment of fees, billing, and collection from MVAs for SSA's verification services provided through AAMVAnet™. For all billing and collection for services under this Agreement, SSA will deal directly with AAMVA.

SSA will determine the reimbursable amounts payable by the full cost of the volume of

SSNs submitted to SSA on a FY basis. For purposes of this agreement, the FY is defined as the twelve month period of October 1 of any given year to September 30 of the year following. SSA used current Federal FY rates to calculate the cost estimates for services provided under this Agreement; Federal FY rates and related cost estimates are subject to change in future FYs.

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 VI.C of this Agreement.

VIII. PERSONS TO CONTACT

SSA Project Coordinator

Pamela Riley, Branch Chief
Data Exchange Branch/DIVES
Office of Earnings, Enumeration and
Administrative Systems
3108 (3-A-2) Operations Buildings
6401 Security Boulevard
Baltimore, MD 21235-6401
Phone: (410) 965-7993
Fax: (410) 966-3147
Email: Pamela.Riley@ssa.gov

MVA Project Coordinator

(Name)
(Address)
(Office Location)
(Phone)
(Fax)
(Email)

SSA Systems Security Contact

Michael G. Johnson, Director
Division of Compliance and Oversight
Office of Information Security
Office of the Chief Information Officer
3840 Annex
6401 Security Boulevard
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Phone: (410) 965-0266
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MVA Systems Security Contact

(Name)
(Address)
(Office Location)
(Phone)
(Fax)
(Email)

SSA Regional Office Contact

[Name]
[Address]
[Phone Number]
[Fax]
[Email Address]

IX. 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.

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

(Name)
Regional Commissioner

Date

[STATE NAME AND NAME OF MVA]

(Name)
(Title)

Date

Attachments:

A – Electronic Information Exchange Security Requirements, Guidelines, 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