INFORMATION EXCHANGE AGREEMENT

BETWEEN

THE AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS (AAMVA)

AND

THE SOCIAL SECURITY ADMINISTRATION (SSA)

FOR ADMINISTRATION OF VOTER REGISTRATION INFORMATION VERIFICATION SYSTEM SERVICES

Effective: October 1, 2017
Expires: September 30, 2022

I. Purpose

The purpose of this information exchange agreement (Agreement) is to establish the terms, conditions, and safeguards under which the American Association of Motor Vehicle Administrators (AAMVA) will provide connectivity, billing services, and staff a help desk to the Motor Vehicle Administrations (MVA) of States, District of Columbia, and the territories of the United States, for the Social Security Administration (SSA). In this Agreement, "State" refers to the states, District of Columbia, and the territories of the United States. SSA will, through AAMVA's network, provide partial Social Security number (SSN) verification of certain voter registration information to the State MVAs for their use in the registration of voters for elections for Federal office.

II. Legal Authority

SSA will provide partial SSN verifications in accordance with the Help America Vote Act of 2002, Public Law (Pub. L.) No. 107-252, 52 U.S.C. § 21083 (HAVA), sections 205(r)(8) and 1106 of the Social Security Act (Act) (42 U.S.C. §§ 405(r)(8) and 1306), the regulations promulgated under the Act (20 C.F.R. §§ 401.120 and 401.150(c)), and the Privacy Act, as amended, 5 U.S.C. § 552a(b)(3).

HAVA requires the official responsible for the State MVA to enter into an agreement with the Commissioner of Social Security for the purpose of verifying applicable information under section 205(r)(8) of the Act. 52 U.S.C. § 21083(a)(5)(B)(ii). Section 205(r)(8)(B) of the Act authorizes the Commissioner of Social Security to determine appropriate time, place, and manner for SSA to provide the voter registration verification services to State MVAs under HAVA. 42 U.S.C. § 405(r)(8)(B). Under this authority, the Commissioner has determined that it is most appropriate for SSA to provide the voter registration verification by interacting electronically with AAMVA, which will serve as a conduit between the State MVAs and SSA under this Agreement. There will be no direct voter registration information verification process between MVAs and SSA.

As authorized by the Department of Justice, SSA may provide the MVA through the AAMVAnet® network: (1) a partial SSN verification of applicants for voter registration who provide the last 4 digits of their SSN instead of a driver's license number; or (2) SSA may provide a full SSN verification of applicants for voter registration who provide their full SSN instead of a driver's license number. 42 U.S.C. § 405(r)(8) and 52 U.S.C. § 21083(a)(5)(A)(i)(II) and (D).

III. Responsibilities of the Parties

A. SSA's Responsibilities

1. SSA will provide online verification of partial SSNs for new voter registration via AAMVA's AAMVAnet® network, which will serve as the conduit to transmit information to, and receive information from, SSA on behalf of MVAs.

2. SSA will compare the information submitted through AAMVAnet® with the information in SSA's Master Files of Social Security Number (SSN) Holders and SSN Applications (Enumeration System) system of records, 60-0058, and respond to the MVAs with one of the following alphanumeric response codes:

   S = Invalid Input Data
   T = Multiple Matches deceased
   V = Multiple Matches Alive
   W = Multiple Matches Mixed
   X = Single Match Alive
   Y = Single Match Deceased
   Z = No Match
   9 = System Error

3. SSA will make this service available according to the Service Level Objectives described in Attachment A.

B. AAMVA's Responsibilities

1. AAMVA will operate and maintain its AAMVAnet® network to serve as the conduit between SSA and MVAs that receive from SSA online partial SSN verification service for new voter registration. AAMVA will define SSA as an authorized user to allow SSA network access to AAMVAnet® for the purpose of carrying out the verification service as provided in this Agreement.

2. Each MVA will submit a single verification request at a time over the timeframe deemed appropriate to their voter registration process. The information submitted to SSA via AAMVA's AAMVAnet® network must include the following:

   a. The applicant's name (including first name and any family forename or surname);
   b. The applicant's date of birth (including month, day, year); and
   c. The last four digits of the applicant's SSN.

3. AAMVA will return the verification results from SSA to the appropriate MVAs for subsequent distribution to the voter registration authorities. AAMVA is responsible for the timeframe of AAMVA's distribution of verification results to the appropriate MVAs.

4. AAMVA will devise a method to identify the origin of each request so that AAMVA can: (a) return verification results to the proper jurisdiction; and (b) identify the requesting MVA for service usage billing purposes.

5. AAMVA will take all precautions to prevent the information from being intercepted by other persons or entities, including other entities that may use AAMVAnet® or utilize AAMVA's services. AAMVA will comply with all of

the privacy protection and systems security requirements as set forth in Section IV of this Agreement.

6. AAMVA will transmit information to SSA only for those MVAs that have signed separate information exchange agreements with SSA that allow MVAs to receive SSA data for new voter registration. A list of the MVAs with signed information exchange agreements with SSA is available at https://www.ssa.gov/open/havv/. AAMVA can also contact SSA's Project Coordinator with questions regarding the separate MVA agreements. AAMVA is strictly prohibited from transmitting to SSA information from private companies or any users outside the U.S.A., except for MVAs in territories or possessions of the U.S.A., if such entities use AAMVAnet® to submit to SSA information for verification service for new voter registration.

7. Upon written notification from SSA that a State Agency has breached or terminated its agreement with SSA, AAMVA will immediately discontinue transferring SSA data to that State Agency.

8. AAMVA will provide technical assistance and guidance to SSA relating to this project, including technical assistance to SSA telecommunications technicians responsible for implementing and maintaining the network connection and the application interface processes. AAMVA will provide SSA with an operational support 7 days a week, 24 hours a day.

9. AAMVA will be responsible for establishing fees, billing, and collection from MVAs for the full cost of providing SSA's verification services through AAMVAnet®. AAMVA will reimburse SSA, in advance, for such services in accordance with Section VI of this Agreement.

IV. Privacy Protection and Systems Security Requirements

A. Privacy Protection

1. The data SSA provides through AAMVAnet® under this Agreement will remain the property of SSA. AAMVA will not save any data pertaining to individuals in any form after the data exchange with SSA is complete under terms of this Agreement. AAMVA will only maintain metadata, such as the transaction date/time, origin, destination, and delivery status to support transaction counts, billing, and troubleshooting.

2. AAMVA will not use the data provided by SSA to extract information concerning individuals for any purpose not specified in this Agreement.

3. AAMVA will protect the data provided under this Agreement by complying with the privacy protection restrictions of the Privacy Act; related Office of Management and Budget (OMB) guidelines; the Federal Information Security

Management Act of 2002, as amended by the Federal Information Security Modernization Act of 2014; and related National Institute of Standards and Technology (NIST) guidelines.

4. AAMVA 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 civil and criminal sanctions contained in applicable Federal statutes and regulations.

B. Systems Security Requirements

1. AAMVA will safeguard the data provided under this Agreement by complying with all administrative, technical, and physical security requirements of SSA's Systems Security Requirements (SSR) as set forth in *Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration* (Attachment B).

2. If AAMVA does not comply with SSA's SSR on the effective date of this Agreement or remain in compliance with SSA's SSR throughout the life of this Agreement, SSA has the right to suspend the partial SSN verification request through AAMVAnet®. SSA may, at its discretion, allow the AAMVA system to continue to send and receive partial SSN verification requests to SSA, provided that AAMVA submits to SSA a plan to eliminate the deficiencies acceptable to the Director of the Division of Compliance and Assessments (DCA), Office of Systems. AAMVA must submit such plan to the Director of DCA within 30 days of the effective date of this Agreement if AAMVA is not in compliance with SSA's SSR as of the effective date or within 30 days of the time AAMVA becomes aware that it is not in compliance with SSA's SSR.

3. SSA and AAMVA will adopt policies and procedures to ensure that they will use the information obtained from each other in accordance with the terms and conditions of this Agreement and any applicable laws.

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

1. AAMVA 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 its 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 AAMVA or an employee of AAMVA's contractor or agent becomes aware of suspected or actual loss of PII, he or she must contact the AAMVA official responsible for Systems Security designated below, or his or her delegate, within one hour of learning of the suspected or actual loss of PII. That AAMVA official or delegate must then notify the SSA Project Coordinator and the SSA Systems Security Contact identified below. If, for any reason, the responsible AAMVA official or delegate is unable to notify the SSA Project Coordinator or the SSA Systems Security Contact within one hour of learning of a suspected or actual loss of PII, the responsible AAMVA official or delegate must report the incident by contacting SSA's National Network Service Center at 1-877-697-4889. The responsible AAMVA official or delegate will use the worksheet, attached as Attachment C, to quickly gather and organize information about the incident. The responsible AAMVA 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 AAMVA's negligence or willful conduct in carrying out its obligations under this Agreement results in a loss or breach of SSA data, SSA will determine whether to provide notice or identity protection services (IPS) to individuals whose data has been lost or breached. If SSA determines to provide notice or IPS to individuals, AAMVA will bear the reasonable costs associated with such notice and IPS, provided that such IPS is procured under a government-wide blanket purchase agreement for Identity Monitoring Data Breach Response and Protection Services awarded by the General Services Administration.

V. Duration, Modification, and Termination

A. Duration

This Agreement will be in effect for 5 years, from the effective date of October 1, 2017, to the expiration date of September 30, 2022. Notwithstanding the foregoing, this Agreement is effective only upon signature of both parties to this Agreement and the attached Form SSA-1235 with respect to the fiscal year (FY) beginning October 1, 2017. Parties to this Agreement must execute a new Agreement prior to its expiration date for the services to continue undisrupted.

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 execution of Form SSA-1235 for each fiscal year in which the services are provided. Moreover, SSA may incur obligations by performing services under a reimbursable agreement only on a fiscal year basis. Accordingly, attached to, and made a part of this Agreement, is an executed Form SSA-1235 that provides the authorization for SSA to perform services under this Agreement in FY 2018. The parties must execute a new Form SSA-1235 on or before the start of each fiscal year that this Agreement is in effect. SSA's ability to perform work for fiscal years beyond 2018 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 to this Agreement.

C. Termination

Either party may unilaterally terminate this Agreement without cause 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.

SSA will prepare a final SSA-1038, Statement of Account/Bill for Goods and Services, within 30 days of the date of termination. If any payment is due SSA, AAMVA will pay SSA within 30 days. If advances exceed actual costs, SSA will reimburse AAMVA within 30 days.

Notwithstanding the foregoing, SSA may immediately and unilaterally terminate this agreement if SSA determines that AAMVA has: (1) violated, or failed to follow, the terms of this Agreement; or (2) failed to pay SSA in accordance with Section VI. SSA may immediately and unilaterally suspend services under this Agreement, until SSA makes a definite determination, if SSA suspects that AAMVA has: (1) incurred an unauthorized use of the verification service; or (2) failed to comply with the privacy protection and systems security requirements of this Agreement.

VI. Reimbursement

A. Advance Payment

On behalf of the MVAs, AAMVA will reimburse SSA in advance on a periodic basis as described below in Section VI.C for the online partial SSN verification services SSA provides to the MVAs through AAMVAnet® under this Agreement. In order to make the required advance payment to SSA, AAMVA will collect from each MVA payments *in advance* for SSA's voter registration verification services to be provided to them through AAMVAnet® on a periodic basis, as described below in Section

VI.C. Under the finance and budget guidelines issued by OMB in OMB Circular A-11, SSA cannot incur obligations against customer orders received from non-Federal sources without an advance payment.

For each fiscal year during the term of this Agreement SSA and AAMVA will execute the attached Agreement Covering Reimbursable Services, Form SSA-1235, for the estimated costs for this service to the MVA(s). Before July 1 of each fiscal year, SSA will provide AAMVA with estimated maintenance costs for the following fiscal year (starting October 1). If SSA provides the new estimated numbers after July 1, AAMVA will use the previous fiscal year's estimated numbers. Before providing online verification services through AAMVA, SSA must receive from AAMVA: (1) a signed Form SSA-1235 covering the cost estimate for the fiscal year in which SSA will provide the services; and (2) advance payments in the amount specified in the SSA-1235 for that fiscal year.

B. Billing and Collection

AAMVA, as SSA's billing representative, has full rights and responsibilities to bill and collect, directly and in advance from the MVAs all applicable SSA costs, together with reasonable charges for AAMVA's services under this Agreement. SSA's costs for providing the voter registration verification services to MVAs under HAVA will include:

1. Voter Registration Information Verification System development and start-up costs;
2. Information verification search;
3. Ongoing maintenance/administration of the system; and
4. Overhead and other miscellaneous costs incurred by SSA.

SSA will calculate these costs and provide estimates to AAMVA for the purpose of billing and collecting advance payments from the MVAs. SSA will determine the reimbursable amounts by the full cost of the volume of SSNs submitted to SSA on a fiscal year basis. 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. Transfer of funds between SSA and AAMVA is independent from the MVAs' payments to AAMVA.

Any fee charged to MVAs by AAMVA for services AAMVA provides to such MVAs constitutes an agreement between AAMVA and the applicable MVA and is not covered by this Agreement or any other agreements with SSA.

AAMVA will use all reasonable efforts to obtain advance payment from the MVAs for SSA of the Program Costs in accordance with the terms and conditions of the agreements between SSA and the respective MVAs (MVA Agreements). A model form of the MVA Agreement is attached to this Agreement as Attachment D. MVA Agreements include provisions that require the MVAs to make timely payment to

AAMVA for SSA's costs, and AAMVA's reasonable charges acknowledge AAMVA's right to suspend access to the Voter Registration Verification System if the MVA is delinquent in paying AAMVA for services. Under HAVA, the individual State MVAs are ultimately responsible for payment to SSA for the voter registration verification services. If an MVA fails to pay AAMVA in advance for SSA's services through AAMVA within 30 days from the date of AAMVA's invoice, AAMVA: (1) is not responsible for making advance payment to SSA on behalf of that MVA; and (2) may suspend that MVA's access to the Voter Registration Verification System through AAMVAnet®, provided that AAMVA provides 30 days prior written notice to SSA and the affected MVA.

SSA will deal directly with AAMVA for all billing and collection for services under this Agreement. Notwithstanding the foregoing, if the MVA fails to reimburse SSA voluntarily through AAMVA, the MVA will remain liable to SSA, and SSA reserves the right to collect reimbursement from the State through any and all legal means available to it, including but not limited to the MVA Agreement between SSA and the State MVA.

C. Payment and Financial Terms

AAMVA will pay SSA in three (3) payments throughout the fiscal year (hereinafter referenced as Payment Period 1, Payment Period 2, and Payment Period 3). Such payments cover the following periods of operations.

Payment Period 1: 10/1 – 1/31; Payment due by October 1
Payment Period 2: 2/1 – 5/31; Payment due by February 1
Payment Period 3: 6/1 – 9/30; Payment due by June 1

Concurrent with AAMVA's execution of Form SSA-1235, AAMVA will submit the payment for Payment Period 1 to SSA.

If a cost adjustment is required during the fiscal year, the SSA Project Coordinator will promptly make such adjustment by amending the SSA-1235 with AAMVA. Within 30 days following AAMVA's receipt of the amended SSA-1235, AAMVA will submit the appropriate payment adjustment to SSA.

SSA will prepare an annual SSA-1038, Statement of Account/Bill for Goods and Services, within 30 days after the close of the fiscal year. SSA cannot use funds received from a previous fiscal year for services provided in another fiscal year. If any payment is due to SSA for that fiscal year, AAMVA will pay SSA within 30 days of receipt of the bill. If advances exceed actual costs, SSA will reimburse AAMVA within 30 days after the close of the fiscal year. AAMVA will then take the appropriate action to true up any MVA account that has any remaining balance on its payment status.

AAMVA is responsible for maintaining its advance payment status with SSA. SSA will bill AAMVA if there are insufficient advanced funds at the end of the fiscal quarter or AAMVA owes SSA at the end of fiscal year closeout. SSA will prepare a quarterly SSA-1038, Statement of Account/Bill for Goods and Services, within 30 days after the end of the quarter. If any payment is due to SSA at the end of a quarterly billing period or fiscal year, AAMVA will pay SSA within 30 days of receipt of the bill. AAMVA will take the appropriate action to collect additional payment for any MVA account that fails to maintain a balance on its payment status.

VII. Persons to Contact

SSA Project Coordinator
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