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MAR 25 2004

MODEL--MVA USING AAMVANET, INC. SERVICES

MEMORANDUM OF AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF REVENUE

AND

THE SOCIAL SECURITY ADMINISTRATION

3/26/04 - Hand delivered to Jerry Mitchell
7/8/04 - Hand delivered to Alan Anderson.

ARTICLE I
PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the conditions under which the Social Security Administration (SSA) will provide Social Security Number (SSN) verification services to the Kansas Department of Revenue.

ARTICLE II
PERIOD OF AGREEMENT

The terms of this Agreement are effective upon signature of both parties and will continue to be in effect until modified or cancelled under ARTICLE III.

ARTICLE III
MODIFICATION OR CANCELLATION PROVISION

Either party may request modification to this Agreement at any time. Such a request must be in writing. Agreement to a request for modification may not be unreasonably withheld. Modification to this Agreement must be in writing and signed by all parties. Written notification of failure to reach agreement on a written request for modification by the end of the next full calendar quarter constitutes notice of intent to cancel the Agreement, unless the requesting party withdraws the request for modification.

Either party to the Agreement may notify the other party in writing of its intent to cancel the Agreement at the expiration of 30 days from the date of the notice or a longer period specified in the notice. The parties will confer during the period specified in the notice of intent to cancel for the purpose of resolving differences and reaching an agreement acceptable to both parties. Disputes will be referred jointly to the SSA Deputy Commissioner for Programs and Policy and the Kansas Secretary of Revenue for resolution.

If agreement can be reached, the notice of intent to cancel will be withdrawn. If agreement cannot be reached, cancellation will be effective at the expiration of the period specified in the notice or such later period upon which the parties mutually agree.

ARTICLE IV
AUTHORITY

Authority for this Agreement is found in 5 U.S.C. §552a(b)(3) and 42 U.S.C. §1306.

ARTICLE V FUNCTIONS TO BE PERFORMED

The American Association of Motor Vehicle Administrators' (AAMVA) subsidiary AAMVAnet, Inc. is hereafter deemed the "agent" for the Kansas Department of Revenue for billing purposes and will serve as the conduit to transmit information to and receive information from SSA, consistent with the terms of this Agreement. AAMVAnet, Inc. will transmit information to and receive information from SSA on behalf of the Kansas Department of Revenue.

SSA Responsibilities

SSA agrees to provide the Kansas Department of Revenue with SSN online verification service for its existing, renewal and new drivers' license (DL), and identification card (ID) records via direct terminal access through AAMVAnet, Inc.

SSA agrees to compare the information furnished by the Kansas Department of Revenue with information in SSA's Master Files of Social Security Number (SSN) Holders and SSN Applications system of records. SSA will respond to the Kansas Department of Revenue through AAMVAnet, Inc. with one of the following responses:

- o UNI Value = 1 Both name and date of birth (DOB) match
- o UNI Value = 2 Invalid SSN
- o UNI Value = 3 Name does not match, DOB matches
- o UNI Value = 4 DOB does not match, name matches
- o UNI Value = 5 Both name and DOB do not match
- o UNI Value = 6 We are unable to process the information for the SSN provided. Please review your information or have your customer visit a Social Security Administration office.
- o UNI Value = 9 System error, unable to process at this time.

Kansas Department of Revenue Responsibilities

The Kansas Department of Revenue agrees to provide to SSA the name, date of birth, and SSN furnished by each person about whom SSN verification service is requested through AAMVAnet, Inc.

ARTICLE VI OTHER CONDITIONS

Certain State and Federal laws govern the collection of SSNs by the Kansas Department of Revenue. State and Federal laws also restrict the use and disclosure of SSNs by the State. Examples of these laws are section 7 of the Privacy Act of 1974 (5 U.S.C. §552a note) and 42

U.S.C. §405(c)(2)(C). The Kansas Department of Revenue agrees to collect, use and disclose SSNs in accordance with these laws.

The Kansas Department of Revenue agrees to use the verification services provided by SSA under this Agreement only for purposes of establishing the identities of applicants for, and holders of, DL and ID documents issued by the Kansas Department of Revenue.

SSN verification services are being provided under the terms of this Agreement with the understanding that the State of Kansas will not use the fact of SSN verification as an enhancement to any information marketing efforts conducted by the State of Kansas or its agents. If any such marketing effort occurs, termination of this Agreement under Article III will be considered.

ARTICLE VII **REFERRAL OF INDIVIDUALS TO SSA**

The Kansas Department of Revenue will refer individuals to SSA field offices when they state that no SSN has been issued to them or when they cannot recall their SSN.

If a "No match" response occurs, the Kansas Department of Revenue will take the following actions before making referrals to SSA field offices for correction of discrepancies and issuance of a new or replacement SSN. (Resolution of discrepancies and issuance of new or replacement cards usually requires at least two weeks.)

1. The Kansas Department of Revenue will determine whether the data submitted to SSA match the data contained in the Kansas Department of Revenue's records.
2. If the data in the Kansas Department of Revenue's records and the data submitted to SSA match, then the Kansas Department of Revenue will recontact the individual involved to verify the data in the Kansas Department of Revenue's records.

If different data are discovered, the Kansas Department of Revenue will attempt another verification under Article V of this Agreement.

ARTICLE VIII **REIMBURSEMENT**

SSA will enter into a separate reimbursable agreement with AAMVAnet, Inc. for online SSN verification services. Any fees charged the Kansas Department of Revenue by AAMVAnet, Inc. for services it provides on behalf of the Kansas Department of Revenue are the sole responsibility of the Kansas Department of Revenue and AAMVAnet, Inc. and are not covered under this Agreement. AAMVAnet, Inc. will be responsible for coordinating with the Kansas

Department of Revenue all billing and collection information. For billing and collection purposes, SSA will deal directly with AAMVAnet, Inc.

APPROVED BY:

3-22-04
Date
Ramona Schuenemeyer
Acting Regional Commissioner

3/5/04
Date
Joan Wagon, Secretary
Kansas Department of Revenue



SOCIAL SECURITY
Office of the Regional Commissioner

MAR 22 2004

RECEIVED

MAR 25 2004

Kansas City Region
Social Security Administration
Richard A. Bolling Federal Building
Room 436
601 East 12th Street
Kansas City, MO 64106

DIRECTOR OF VEHICLES

Joan Wagon, Secretary
Kansas Department of Revenue
Division of Vehicles
Docking State Office Building
915 S.W. Harrison Street
Topeka, KS 66626-0001

Dear Ms. Wagon:

Enclosed, for your records, is a photocopy of the signed copy of the Memorandum of Agreement between the Kansas Department of Revenue and the Social Security Administration (SSA). The agreement is effective with the date of my signature.

We have also sent a photocopy of the agreement to our Central Office in Baltimore, MD. The staff there will notify the American Association of Motor Vehicle Administrators (AAMVA) and coordinate systems activity for Social Security Online Verification (SSOLV) for your agency.

Staff with questions should contact Leah Ann McCormick, Center for Programs Support, by email at leah.ann.mccormick@ssa.gov or by phone at 816-936-5650.

Sincerely,

Ramona Schuenemeyer
Acting Regional Commissioner

Enclosure:
Memorandum of Agreement Between the Kansas Department of
Revenue and the Social Security Administration (SSA)

KANSAS DEPARTMENT OF REVENUE
ROBERT B. DOCKING STATE OFFICE BUILDING
TOPEKA, KANSAS 66612-1588



FIRST CLASS

