

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VIRGINIA DEPARTMENT OF MOTOR VEHICLES
AND THE VIRGINIA DEPARTMENT OF ELECTIONS**

This Memorandum of Understanding (MOU) is made and entered into by and between the Virginia Department of Motor Vehicles ("DMV") and the Virginia Department of Elections ("ELECTIONS"). The MOU effective date is established by the date of execution.

**Article 1
Introduction and Purpose**

The primary purpose of this MOU is to establish the terms and conditions under which, pursuant to Code of Virginia §§ 46.2-208(B)(9) and 46.2-208.1, DMV will provide certain data and electronic access to data to ELECTIONS, which requires this data in the conduct of its official duties, and the terms and conditions under which ELECTIONS will receive, use, and protect the data provided to it by DMV. This MOU will cover the following five data transfers:

- A. Monthly Data Extraction File Transfers
- B. Data Transferred Pursuant to the National Voter Registration Act
- C. ELECTIONS Access to OnBase
- D. Digital Signature Service
- E. VERIS verification against DMV records

**Article 2
General Provisions**

2.1 Term. This MOU will commence upon the execution by both parties and will continue in effect until modified, amended, or terminated.

2.2 Termination. Either party may terminate this MOU at any time for any reason. Notwithstanding the foregoing, the parties agree that, to the extent reasonable, 30 days' notice of intent to terminate this MOU will be provided to the other party.

2.3 Amendment or Modification of MOU. This MOU constitutes the entire agreement between DMV and ELECTIONS. This MOU may be modified or amended as necessary upon the mutual written agreement signed and dated by both parties. All modifications and amendments shall be incorporated and made a part of the MOU as if attached hereto. This MOU supersedes and replaces the MOU entered into by the Parties in 2014. This MOU has no effect on Use Agreement Number 9925, entered into by the Parties for the purpose of providing ELECTIONS with access to the CSS system.

2.4 Relationship of the Parties. The parties shall meet and confer at any time upon the request of either party to address issues arising under this MOU.

2.5 Party Contacts. The parties identify the following individuals as their points of contact for operational, administrative, and/or performance questions, concerns or issues, and as their representatives to receive notice under this MOU:

For DMV:

Saundra Mastro Jack
Director of Data Management Services
Department of Motor Vehicles
(804) 864-6714
Saundra.Jack@dmv.virginia.gov
2300 West Broad Street
P.O. Box 27412
Richmond, Virginia 23269

For ELECTIONS:

Chris Piper
Commissioner
Department of Elections
(804) 864-8903
Chris.Piper@elections.virginia.gov
1100 Bank Street, 1st Floor
Richmond, VA 23219

2.6 Notice. Any notice required or permitted to be given under the MOU shall be in writing and shall be deemed to have been sufficiently given if delivered in person, if provided by email to the person designated by each party to receive notice by email, or if deposited in the U.S. mail, postage prepaid, for mailing by first class, registered, certified mail, or overnight courier service addressed the individual and at the address provided by each party. The parties may change the individual identified in the preceding section to receive notice or any of the contact information by giving the other party notice of such change in accordance with this provision. The parties agree that, should the designated person cease to be the appropriate representative, such party shall appoint a new contact and notify the other party within five (5) business days of change.

2.7 Titles and Headings. Titles and headings are inserted for convenience only and shall not be used to interpret this MOU.

2.8 Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and of the United States. If necessary, any disputes which arise out of the MOU shall be tried by a court of competent jurisdiction located in the Commonwealth of Virginia

Article 3
Monthly Data Extraction File Transfers

3.1 Provide Information. DMV agrees to provide ELECTIONS with two (2) data extractions per month, as follows:

- 1) On or about the 10th day of each calendar month, DMV will provide to ELECTIONS an electronic file, which includes those customers for whom DMV recorded (1) an in-state address change, (2) an out-of-state surrender of license, or (3) a NO answer to the citizenship question posed for voter registration purposes.

(a) Each customer record included in this file will be identified by the type of transaction, as follows:

- A = Address change
- S = License surrender
- N = Non-citizen
- P = Paper

Any record identified with an “N” will also include the date of the declaration.

(b) This electronic file will include the following data from each DMV customer record included based on one or more of the criteria identified in the preceding paragraph (a):

- Full name
- Sex
- Social Security Number
- DMV Customer Number
- Date of Birth
- Residence street address, locality, state, and zip code
- Mailing address, city, state, zip

2) On or about the 10th day of each calendar month, DMV will provide to ELECTIONS an electronic file, which includes the following data from each DMV customer record:

- Last name
- First name
- Middle name
- Name suffix
- Gender
- Social Security Number
- DMV Customer Number
- Inventory Control Number
- Date of Birth (yyyy-mm-dd format)
- Residence address line 1 (street number and name)
- Residence address line 2
- Residence address line 3
- Residence address locality
- Residence address state
- Residence address zip code
- Date residence address first reported to DMV
- Mailing address line 1 (street number and name)
- Mailing address line 2
- Mailing address line 3
- Mailing address locality
- Mailing address state
- Mailing address zip code
- Date mailing address first reported to DMV

- Documentation used to verify legal presence

3.2 Data Format. DMV will provide ELECTIONS with the above-specified data using the file layout and transmission protocols determined and agreed to by information technology personnel of the two agencies; the file layout and transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

3.3 Modification to Data Fields or File Frequency. Any addition or deletion of data fields included in the file and any change to the frequency with which DMV sends the file to ELECTIONS must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

3.4 Costs. ELECTIONS will reimburse DMV for the costs of providing data in accordance with Article 3 of this MOU at the rate of \$600 per month. Using automated monthly billing, DMV will invoice ELECTIONS on a monthly basis following the successful and timely transmission of the data required by this MOU. ELECTIONS will remit the invoice fee in accordance with the standards set forth in CARS.

Article 4

Transfer of Customer Data Pursuant to the National Voter Registration Act

4.1 Purpose. Pursuant to the requirements of the National Voter Registration Act, 52 U.S.C. § 20501, et seq.; the Help America Vote Act of 2002, Pub. L. No. 107-252, 116 Stat. 1666; and Title 24.2, Article 4, of the Code of Virginia, DMV provides customers conducting qualifying transactions the opportunity to apply to register or to update their voter information with ELECTIONS. DMV serves as a pass-through agency by collecting information from the customer and transferring the data to ELECTIONS, together with the identifying information from the customer's DMV record. This transfer of customer responses and customer record data is referred to as a "motor voter transaction." Customers present in a DMV customer service center will be presented with questions to complete the motor voter transaction on the credit card terminal located at the customer service window. Customers conducting online DMV transactions will be presented with questions to complete the motor voter transaction within their online DMV transaction. The opportunity to complete a motor voter transaction is offered to each customer conducting one of the following DMV transactions:

- Original Driver's License Issuance
- Driver's License Renewal
- Driver's License Replacement
- Original Identification Card Issuance
- Identification Card Renewal
- Identification Card Replacement

- Change of Address

4.2 Electronic Motor Voter Transactions. Once DMV determines a customer is conducting a motor voter eligible transaction, DMV sends the following data fields to confirm whether the customer is already registered to vote:

- Sending Agency : DMVWeb or InPerson
- Customer Last Name
- Customer First Name
- Customer SSN
- Customer Date of Birth
- Locality Name

ELECTIONS will return to DMV:

- IsProtected: returns true if registered voter customer is protected
- IsRegisteredVoter: returns true if customer is a registered voter
- VoterID: ELECTIONS Voter ID associated with the registered voter
- Transaction Timestamp: DateTimeStamp when voter confirmation request submitted by DMV was processed by ELECTIONS

4.3 All Customers. All customers will be informed that, if they are eligible, they will be registered to vote or have their voter registration information updated unless they decline. If the customer responds in the negative, the motor voter transaction will be concluded. DMV will transmit the following data fields to ELECTIONS:

For a negative response, one of the following Non Consent Reasons will be sent:

- DeclineVoterRecordUpdate – Customer is a registered voter and answers “No”
- DeclineRegisterToVote – Customer is not registered voter and answers “No”

A. Citizenship

Customers who do not decline will be asked whether they are a United States citizen. If the customer responds in the negative, the customer will be asked to confirm their answer. If the negative response is confirmed, the motor voter transaction will be concluded. DMV will transmit the following data fields to ELECTIONS:

- Sending Agency
- Location
- Customer Last Name
- Customer First Name
- Customer Gender
- Customer DOB
- Customer SSN

- Voter Non Consent Reason (NotUSCitizen)
- Customer DL Number
- Voter Consent Given (always assigned false when customer agrees to one of the Voter Non Consent reasons)

ELECTIONS will return to DMV:

- Transaction ID : ELECTIONS ID created and associated with the DMV request

B. Application to Apply to Register to Vote

If a customer responds affirmatively to the question to apply to register or update voter registration information, the customer will be asked if he or she is a citizen. If the customer responds affirmatively, the customer will then be presented with a series of questions to collect the information needed to transmit the voter application to ELECTIONS. The language of the questions and the order in which the questions are presented for information needed to complete the voter application process are within ELECTIONS' discretion. The language of questions collecting information needed only for the DMV transaction is at DMV's discretion. The parties shall consult and attempt to agree on all language and work flow for the motor voter process. The language of the questions presented in a motor voter transaction may be changed by written agreement of the parties without the need to amend this MOU.

For transactions in which customers respond that they do wish to apply to register to vote or update their voter registration information, DMV will transmit the following data fields to ELECTIONS:

- Voter Submission Id
- Voter Id
- Sending Agency
- Location
- Sending Agency Time Stamp
- Is US Citizen
- Voter Consent Given
- Last Name
- First Name
- Middle Name
- Suffix
- Previous Last Name
- Previous First Name
- Previous Middle Name
- Previous Name Suffix
- Gender
- DOB
- SSN
- Driver License Number

- Email Address
- Phone Number
- Residence Address Line1
- Residence Address Line2
- Residence Address City
- Residence Address State
- Residence Address Zipcode
- Residence Address Locality
- Mailing Address Line1
- Mailing Address Line2
- Mailing Address City
- Mailing Address State
- Mailing Address Zipcode
- Mailing Address Locality
- Accept Warning Statement
- Accept Privacy Notice
- Is Prohibited
- Is Rights Restored
- Is Military
- Is Protected
- Is Law Enforcement
- Is Court Protected
- Is Confidentiality Program
- Is Being Stalked
- Is Foster Parent
- Is Registered In Another State
- Non VA Registered State
- Register To Vote Confirmation
- Voter Non Consent Reason

C. Registered voters

Registered voters will be presented with one additional screen not seen by unregistered voters. The screen will display the customer's current voter registration information with ELECTIONS and state that if the information is incorrect it may be changed in the following screens. The following data fields will be presented to the customer:

- Name
- Residence/Street
Military Status

D. Non-consents

DMV transmits the entire list of data fields listed above; however, when the customer responds negatively to certain questions or prompts, the Registration Type is Non-Consent. The questions/prompts and corresponding non-consent reasons are:

- All customers:
 - IncorrectCustomerInformation – The customer answers “No” when asked if the address information that will be sent to ELECTIONS is correct.
 - RequestPrintedApplication – If the customer is unable to or elects not complete an EMV transaction, a paper application is printed (RequestedPrintedApplication)
- Customers not registered to vote:
 - DeclineWarningStatement – The customer chooses “End” on Warning message
 - DeclinePrivacyStatement – The customer chooses “End” on Privacy message
 - DeclineAffirmationStatement - The customer chooses “Decline” when prompted to confirm all information provided is true.
 - ConfirmDeclineAffirmationStatement – The customer confirms choice to decline affirmation is correct.
 - NoResponseToCitizenQuestion – The customer answers “No Response” to citizenship question.
- Customers currently registered to vote:
 - RegisteredNotUSCitizen – The customer answers “No” to citizenship question.
 - RegisteredNoReponseToCitizenQuestion – The customer answers “No Response” to citizenship question.
 - RegisteredDeclineWarningStatement – The customer chooses “End” on Warning message.
 - RegisteredDeclinePrivacyStatement – The customer chooses “End” on Privacy message.
 - RegisteredDeclineAffirmationStatement – The customer chooses “Decline” when prompted to confirm all information provided is true and he/she authorizes cancelation of current registration.
 - RegisteredConfirmDeclineAffirmationStatement – The customer confirms choice to decline affirmation is correct.

When the Registration Type is Non-Consent, only the following columns in the Voter Registration record are applicable:

- Voter Registration Id
- Voter Submission Id
- Sending Agency
- Location
- Sending Agency Time Stamp
- Last Name
- First Name
- Gender
- DOB
- SSN
- Voter Non Consent Reason

- Driver License Number
- Create Date
- Submitted Date
- Registration Type

4.4 Print on demand transactions. Customers who are unable or unwilling to complete the motor voter transaction on the credit card terminal available in a customer service center will be provided a print on demand form. DMV will prepopulate the form with the customer's information found on the DMV record. The customer will be given the opportunity to complete the form while present in the DMV and return the form to the DMV customer service representative. DMV will collect all forms and mail them on a daily basis to the Department of General Services (DGS).

4.5 Overnight batch. DMV offers customers the opportunity to change an address, renew or replace a driver's license, and renew or replace an identification card, by mailing a paper form to DMV headquarters. To comply with the requirement to offer a motor voter transaction to these customers, DMV will send a paper application prepopulated with the customer record information to the customer through an overnight batch process. Customers will be directed to return the form to ELECTIONS by mail.

4.6 Lack of social security number on DMV customer record. Prior to transmitting an electronic motor voter customer transaction, the DMV system will check the customer record to determine if the customer has a social security number on file. If the check determines no social security number is present, the motor voter transaction will be held until the end of the day, when the system will check the customer record a second time. If a social security number is present, the number will be transmitted with the customer record information and responses to the motor voter questions to ELECTIONS at that time. If the customer still does not have a social security number on file at the end of the day, the customer will be sent a paper application in accordance with the batch process in Section 4.5

4.7 Modification to Data Fields and Services. Any addition, deletion or significant modification of data fields or services included in this data exchange must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

Once DMV and ELECTIONS reach agreement on changes, development, testing and implementation will follow software development lifecycle and change control processes as governed by DMV and COV policies.

DMV is a pass-through for collecting customer information, and ELECTIONS is responsible for ensuring that the data received meets the agreed upon requirements in a timely manner in both test and production environments.

Article 5
ELECTION's Access to OnBase

5.1 Provide Access. DMV shall provide read-only access to OnBase to identified ELECTIONS users in order for ELECTIONS to research voter registration information and verify customer responses in relation to the voter registration process. ELECTIONS will be given access to document types Driver's License, ID Card, and Address Change.

5.2 ELECTIONS Users. ELECTIONS will provide a log of all authorized users to OnBase to DMV and keep the log updated with personnel changes. The parties will agree upon a schedule for adding or deleting authorized users as required to provide sufficient support for elections scheduled throughout the calendar year.

Article 6
Digital Signature Service

6.1 Purpose. For transactions relating to voting initiated by the customer either through DMV or ELECTIONS' electronic means, ELECTIONS must obtain a customer signature to complete the transaction. Pursuant to Va. Code § 24.2-416.7, DMV shall provide ELECTIONS with a digital copy of an applicant's signature on record with DMV.

6.2 Information Provided by ELECTIONS. For each transaction, ELECTIONS sends to DMV the following customer data fields:

- Customer number
- Social security number
- Date of Birth

6.3 Information Provided in Return to ELECTIONS. DMV provides the following data fields in response to a customer submission from ELECTIONS:

- Residence Address Street Line 1
- Residence Address Street Line 2
- Residence Address City
- Residence Address State
- Residence Address Zip
- Residence Address Country
- Mailing Address Street Line 1
- Mailing Address Street Line 2
- Mailing Address City
- Mailing Address State
- Mailing Address Zip
- Mailing Address Country
- Mailing Address Jurisdiction

- Valid Customer Number (Y/N indicator on whether Customer number found on Host file)
- Valid SSN (Y/N indicator on whether SSN provided by SBE matched Host)
- Valid DOB (Y/N indicator on whether DOB provided by SBE matched Host)
- Process Indicator (Y/N indicator on whether request was processed successfully)
- License Type
- Customer Digital Signature from CBN

6.4 Data Format. The above-specified data will be transferred using the transmission protocols determined and agreed to by information technology personnel of the two agencies; the transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

6.5 Modification to Data Fields and Services. Any addition, deletion or significant alteration of data fields or services included in this data exchange must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

Once DMV and ELECTIONS reach agreement on changes, development, testing and implementation will follow software development lifecycle and change control processes as governed by DMV and COV policies.

DMV is a pass-through for collecting customer information, and ELECTIONS is responsible for ensuring that the data received meets the agreed upon requirements in a timely manner in both test and production environments.

Article 7

VERIS Verification against DMV records

7.1 Purpose. To allow ELECTIONS to verify the identity of customers seeking to register to vote by direct contact with ELECTIONS.

7.2 Information Provided by ELECTIONS. For each transaction, ELECTIONS sends to DMV the following data elements:

- First name
- Middle name
- Last name
- Suffix
- Date of birth
- Social security number

7.3 Information Provided in return to ELECTIONS. DMV makes a first attempt to match the social security number provided by ELECTIONS with DMV's customer records. If the

social security number is found, DMV then compares the additional data elements for an exact match on first name, last name and date of birth. If all of the fields are an identical match, DMV returns the Match Indicator as 'Y.' If any of the data fields do not match, DMV returns the Match Indicator as 'N.'

If DMV's records do not contain a customer with the social security number provided by ELECTIONS, DMV attempts to search for the customer by Name. If DMV finds a match for the customer name in DMV's records, DMV then compares of first name, last name and Date of Birth with the information provided by ELECTIONS. If all three data elements match exactly the information ELECTIONS sent, DMV returns the Match Indicator as 'Y'. If any of the fields do not match, DMV returns an 'N' in the Match Indicator.

7.4 Data Format. The above-specified data will be transferred using the transmission protocols determined and agreed to by information technology personnel of the two agencies; the transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

7.5 Modification to Data Fields. Any addition or deletion of data fields included in this data exchange must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

Article 8 ELECTIONS' Responsibilities

8.1 Use of DMV information. ELECTIONS will use DMV information for the purposes of voter registration as required by Chapter 4 of Title 24.2 of the *Code of Virginia*. Except as provided in *Virginia Code* §§ 24.2-404 and 24.2-444, ELECTIONS shall not make DMV information available to the public and shall not provide such information to any third party.

8.2 Confidentiality and Privacy of Information. ELECTIONS acknowledges and agrees that any information obtained pursuant to this MOU is considered personal and confidential and is subject to and governed by the restrictions upon access, use and/or dissemination of such information set forth in state and/or federal laws and regulations. ELECTIONS agrees, without reservation or qualification, that it and its employees, agents, and/or authorized users shall comply with and be subject to all applicable laws and regulations, whether federal or state, in connection with any the receipt and use of DMV data received pursuant to this MOU including, but not limited to, (1) the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.), (2) the Government Data Collection and Dissemination Practices Act (*Va. Code* § 2.2-3800 et seq.), (3) the Virginia Computer Crimes Act (*Va. Code* § 18.2-152.1 et seq.), (4) the provisions of *Va. Code* §§ 46.2-208 and 58.1-3, and (5) any successor rules, regulations, or guidelines adopted by DMV with regard to disclosure or dissemination of any information obtained from DMV records or files. ELECTIONS agrees to comply with such restrictions and to make all employees,

agents, and authorized users of ELECTIONS aware of such provision and of their duties and obligations thereunder.

8.3 Monitoring Use of Information. ELECTIONS agrees to monitor all use of the information obtained from DMV and to immediately report to DMV any incidents of non-compliance with federal or state laws and regulations, non-compliance with this MOU, or misuse of information provided under this MOU by any person or entity.

8.4 Antivirus and Security Patch Requirements. ELECTIONS understands and agrees that each and every electronic device used to access the DMV System must:

- a) Have commercially available Antivirus software installed and actively running on the device, and that the Antivirus software must be maintained with up-to-date virus definitions; and
- b) Have the latest approved operating system security patches installed on the device, and that the operating system must be maintained with up-to-date security patches.

8.5 Security Requirements. ELECTIONS shall, at its own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. ELECTIONS shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. ELECTIONS also shall, at its own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at <http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.

ELECTIONS will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

8.6 Audit. DMV reserves the right to audit ELECTIONS to confirm compliance with all requirements in this MOU. ELECTIONS shall provide DMV with full access to and the opportunity to examine any electronic devices, records and/or other materials necessary to performing such audits, excepting any such records and/or other materials that are privileged or confidential. Similarly, ELECTIONS reserves the right to audit DMV to confirm compliance with all requirements in this MOU. DMV shall provide ELECTIONS with full access to and the opportunity to examine any electronic devices, records and/or other materials necessary to performing such audits.


8.7 ELECTIONS Liability. ELECTIONS shall be liable for any misuse or misappropriation of any information obtained from DMV in connection with this MOU, any failure by ELECTIONS, its employees, agents, and/or authorized users to comply with the provisions of the Federal Driver's Privacy Protection Act, *Virginia Code* §§ 46.2-208 and 58.1-3, and the Government Data Collection and Dissemination Practices Act and for any failure to safeguard and limit access to DMV files as required herein.


8.8 DMV Liability. DMV shall be liable for any misuse or misappropriation of any information obtained from ELECTIONS in connection with this MOU, any failure by DMV, its employees, agents, and/or authorized users to comply with the provisions of the Federal Driver's Privacy Protection Act, *Virginia Code* §§ 46.2-208 and 58.1-3, and the Government Data Collection and Dissemination Practices Act and for any failure to safeguard and limit access to ELECTIONS files as required herein.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed by their authorized representatives intending to be bound by the terms and conditions herein set forth.

Virginia Department of Motor Vehicles

Virginia Department of Elections

By: 
Richard D. Holcomb, Commissioner

By: 
Christopher Piper, Commissioner

Date: 2-25-2021

Date: 3/15/2021