

ADDENDUM

Contract # 0000000000000000000021676

This Addendum is entered into by and between Indiana Bureau of Motor Vehicles (BMV) ("the State") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: The American Association of Motor Vehicle Administrators, Inc. ("AAMVA")

Contractor Address: 4401 Wilson Blvd
Arlington, VA 22203

Title of Form Contract: DIGITAL IMAGE ACCESS AND EXCHANGE PARTICIPATION AGREEMENT

1. Form Contract/Duties of Contractor

- A. The Contractor shall provide the Services or Products described in the Form Contract.

- B. The Contractor shall maintain on-site, review and abide by the BMV Data/Information Security Policy for Contractors, **Attachment A**, which is attached hereto and fully incorporated into this Contract. The BMV may modify **Attachment A**. If the BMV modifies **Attachment A**, the BMV shall immediately forward an updated **Attachment A** to the Contractor and this updated Attachment A shall, upon receipt, immediately be fully incorporated into this Contract without need for amendment.

2. Term

This Contract shall commence on August 15, 2017 and be effective for a period of two (2) years, ending on August 15, 2019.

3. Consideration

Total consideration for the term of this Contract is Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00).

By mutual agreement of the BMV and the Contractor (collectively, the "Parties"), the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations

- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC §4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC §5-14-3. This is a Public Contract and will be posted on the State's website pursuant to Executive Order 05-07
- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

Deleted by mutual agreement of the Parties.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State. The State may request the Contractor provide, at their sole cost and expense, copies of independent third party audits and certain information pertaining to this Contract. The Parties shall mutually agree on the submission date of a copy of the audit(s) results/findings to the State.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
 - 1. The Contractor and any principals of the Contractor certify that:

- (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment

Deleted by mutual agreement of the Parties.

12. Confidentiality of State Information.

- A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. Except as provided in the Form Contract, the Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.
- B. The Parties acknowledge that pursuant to the Contract that the data, materials, and/or information that the State may provide to the Contractor may contain personal information (as defined in IC §§ 4-1-11-3 and 9-14-6-6) that the State maintains in its computer system or other records. In addition to the covenant made in this section and pursuant to 10 IAC 5-3-1(4), the Parties agree to comply with provisions of IC 4-1-10, 4-1-11, 9-14-12 and 9-14-13.
- C. If the Contractor discloses any personal information received from the State without the express written authorization from the State or in violation of any State statute, the cost(s) of the notice(s) of any and all disclosure(s) of the breach(es) shall be the responsibility of the Contractor. Additionally, promptly upon becoming aware of such disclosure(s) the Contractor shall notify the State's General Counsel by e-mail of the breach(es).
- D. The Contractor shall not use or disclose the information furnished by the State for any other purpose other than for the purposes set forth in this Contract. By entering into this Contract, the Contractor warrants that they shall comply fully with the Federal Driver's Privacy Protection Act, 18 U.S.C. 2721, *et seq.*, as amended, and all other applicable laws and regulations governing access and use of motor vehicle records and the personal information contained therein.
- E. The Contractor shall identify contact persons and provide contact information for these individuals to the State. The Contractor shall conduct prompt investigations of alleged misuses or security breaches, and will cooperate fully with State personnel to address issues and concerns.
- F. Acceptance of this Contract by the State shall not be construed as a determination by the State that the Contractor's procedures are indeed adequate.

- G. Should the Contractor or any of its principals, employees, subcontractors, agents or clients obtain access to any information not permitted under this Contract, or discover that information was, or has a reason to believe information may have been, acquired by an unauthorized person, the Contractor shall immediately, but not later than one (1) calendar day thereafter, notify the State and the Indiana Attorney General's Identity Theft Unit via telephone and in writing. Furthermore, the Contractor shall notify the appropriate Federal authorities of any suspected misuse or security breaches, and shall cooperate fully with the designees of the State or Federal authorities to investigate suspected misuse(s) or security breach(es), and/or to address related issues and concerns.
- H. The obligations and duties concerning the confidentiality of the State information and information obtained by performing this Contract shall survive the termination of the Contract and any applicable renewals indefinitely.

13. Continuity of Services

- A. The Parties recognize that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption.
- B. The Contractor shall, upon the State's written notice furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires (this may include maintaining all current services).
- C. Deleted by mutual agreement of the Parties.
- D. Deleted by mutual agreement of the Parties

14. Debarment and Suspension

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. Deleted by mutual agreement of the Parties.

15. Default by State

If the State, ninety (90) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. Deleted by mutual agreement of the Parties.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

Deleted by mutual agreement of the Parties.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

Deleted by mutual agreement of the Parties

24. Indemnification

Unless expressly contrary to law of the state of Indiana, the Contractor shall have no liability for any consequential, incidental, exemplary, indirect damages, loss, or expenses of any similar kind even if the Contractor has been advised of the possibility of such damages, losses, or expenses. In no event shall the Contractor be liable for any damages caused by the State's direct failure to carry out its obligations under this Contract. The Contractor's aggregate liability to the State under this Contract, whether arising out of or related to breach of contract, tort (including negligence), indemnification obligations or otherwise shall in no event exceed the greater of Ten Thousand Dollars (\$10,000.00) or the total amount of monthly or annual service fees paid by the State to the Contractor pursuant to this Contract in the twelve month period preceding the event giving rise to the claim.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

Deleted by mutual agreement of the Parties.

28. Key Person(s)

Deleted by mutual agreement of the Parties.

29. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance

Deleted by mutual agreement of the Parties.

32. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Robert Scott, Director of Contract Management
Indiana Bureau of Motor Vehicles
100 N Senate, Rm. N430
Indianapolis, IN 46204
Telephone: 317-232-7629
RoScott@bmv.in.gov

Steve Leak, Executive Director of Credential Programs
Indiana Bureau of Motor Vehicles
100 N Senate, Rm. N440
Indianapolis, IN 46204
Telephone: 317-234-5305
SLeak@bmv.in.gov

Notices to the Contractor shall be sent to:

Hal Gallos, Director of Contracts Administration
AAMVA
4401 Wilson Blvd., Suite 700
Arlington, VA 22203
Telephone: 703-908-8286
HGallos@aamva.org

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this addendum, (2) the form contract, (3) attachments prepared by the State, (4) RFQ6977, (5) Contractor's response to RFQ6977, and (6) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that the Contractor is being paid in advance pursuant to IC §4-13-2-20(b), then the Contractor agrees that if services provided under this Contract are terminated, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. For the purposes of this paragraph, the Parties stipulate and agree that the IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. Deleted by mutual agreement of the Parties
- C. Deleted by mutual agreement of the Parties
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel

No expenses for travel will be reimbursed.

47. Indiana Veteran's Business Enterprise Compliance.

Deleted by mutual agreement of the Parties

48. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- A. Section 6 of the Addendum, entitled Assignment of Antitrust Claims, is deleted.
- B. Section 11 of the Addendum, entitled Condition of Payment, is deleted.
- C. Section 12 of the Addendum, entitled Confidentiality of State Information, is modified.
- D. Section 13 of the Addendum, entitled Continuity of Services, is modified.
- E. Section 14 of the Addendum, entitled Debarment and Suspension, is modified.
- F. Section 16 of the Addendum, entitled Disputes, is modified.
- G. Section 19 of the Addendum, entitled Employment Option, is deleted.
- H. Section 24 of the Addendum, entitled Indemnification, is modified.
- I. Section 27 of the Addendum, entitled Insurance, is deleted.
- J. Section 28 of the Addendum, entitled Key Person(s), is deleted.
- K. Section 29 of the Addendum, entitled Licensing Standards, is modified.
- L. Section 31 of the Addendum, entitled Minority and Women's Business Enterprise Compliance, is deleted.
- M. Section 33 of the Addendum, entitled Notice to Parties, is modified.
- N. Section 34 of the Addendum, entitled Order of Precedence; Incorporation by Reference, is modified.
- O. Section 36 of the Addendum, entitled Payments, is modified.
- P. Section 44 of the Addendum, entitled Termination for Convenience, is modified.
- Q. Section 45 of the Addendum, entitled Termination for Default, is modified.
- R. Section 46 of the Addendum, entitled Travel, is modified.
- S. Section 47 of the Addendum, entitled Indiana Veteran's Business Enterprise Compliance, is deleted

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

AAMVA

Indiana Bureau of Motor Vehicles

By: **Anne Ferro**
 Title: **Ferro**
 Date: **Ferro**

Digitally signed by Anne Ferro
 DN: dc=ad, dc=aamva, ou=User Accounts, ou=Staff, cn=Anne Ferro, email=AFerro@aamva.org
 Date: 2017.08.16 11:45:47 -04'00'

Digitally signed by Peter L. Lacy
 DN: cn=Peter L. Lacy, o=ou, email=placy@bmv.in.gov, c=US
 Date: 2017.08.17 11:01:49 -04'00'

Electronically Approved by: Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>



**American Association of
Motor Vehicle Administrators**

Digital Image Access and Exchange Participation Agreement

1. Statement of Purpose and Scope of the Digital Image Access and Exchange Participation Agreement

The chief Administrators of official motor vehicle agencies in several states have joined in the **Digital Image Access and Exchange Participation Agreement (Agreement)** to be administered by the **American Association of Motor Vehicle Administrators (AAMVA)**, to deter license fraud and identity theft by any person seeking to transfer the privilege to obtain and to hold a motor vehicle operator's license or identification card from a former state of residence to a new state of residence. The Agreement is also intended to enable jurisdictions to begin implementation of certain provisions of the Real ID Act or other, similar requirements imposed by federal law to enhance the security of state-issued motor vehicle operator's licenses and identification cards.

In furtherance of these purposes, this Agreement is made and entered into by and between the **Bureau of Motor Vehicles (BMV)** of the State of **Indiana**, acting herein by **Peter L. Lacy**, its **Commissioner**, duly authorized, and the **American Association of Motor Vehicle Administrators (AAMVA)**, for the purpose of facilitating the Agreement for jurisdictional members of AAMVA to provide and to obtain access to electronic, digital images of the holders of driver's licenses and identification cards. Such digital images are captured and maintained on file by each of the members that are electing to participate in the Agreement, and each such member has entered into a substantially identical agreement with AAMVA. By entering into this Agreement, the BMV represents that it (1) has the legal authority to participate in the Agreement, (2) has the legal authority to take all actions necessary to comply fully with all of the terms and conditions of this Agreement, and (3) intends to work cooperatively and to communicate directly with each of the other participating members, to the extent necessary to administer and to accomplish the purposes of the Agreement. This Agreement shall become effective when signed by both parties.

2. Basic Design of Program

(a) The Agreement will utilize available secure technology to allow a driver licensing official in the applicant's new state of residence (**State of Inquiry, or SOI**) to electronically request and temporarily access the applicant's digital image and certain personal, identifying information regarding the applicant from the state of former residence (**State of Record, or SOR**). The temporary access to such digital image and other information is intended to help to ensure that the applicant claiming to have a valid license from the former state of residence is the individual who holds a license issued by that other state, and is not fraudulently using the personal identification information of another individual, or is not presenting a counterfeit license purporting to have been issued by the other state. The information transmitted will also disclose if an existing license is suspended or revoked. If the record maintained by the SOR contains information indicating the data subject is deceased it shall also transmit that information to the SOI.

(b) AAMVA agrees that, unless expressly requested and permitted by the BMV, no employee or agent of AAMVA will have access to any digital image or any other personal information (defined below) from an official motor vehicle record that is being exchanged in accordance with the provisions of the Agreement.

3. Compliance with Terms of the Agreement

The BMV agrees that its employees, agents, and contractors shall be made subject to and bound by the terms of this Agreement. The BMV further agrees that it shall provide necessary and reasonable methods, controls and procedures to ensure compliance. The AAMVA will maintain and will make available to all AAMVA member jurisdictions the current list of

all jurisdictions participating in the Agreement. If a jurisdiction fails to substantially comply with any term or condition of the Agreement, then the AAMVA, acting with the approval of a majority of the other participating jurisdictions, may terminate the Agreement with such jurisdiction and notify such jurisdiction that it is no longer entitled to participate in the Agreement. Such termination shall be effective on the date set forth in the notice.

4. Continuing Responsibility to Protect Personal Information

(a) The BMV acknowledges its role in the Agreement as a guardian of the “personal information” and “highly restricted personal information” (hereinafter “Personal Information”) of individual licensees entrusted to its agency and agree that such Personal Information is subject to prohibitions, restrictions and conditions concerning authorized use and disclosure imposed by federal law, pursuant to the provisions of the **Federal Driver Privacy Protection Act (DPPA)**, 18 USC § 2721 et seq. The BMV also acknowledges its responsibility to maintain compliance with similar, applicable laws respecting privacy and security protection that are in effect in its jurisdiction. The parties agree that the exchange of Personal Information between driver licensing authorities to deter license fraud and help prevent identity theft is authorized by the provisions of 18 USC § 2721(b)(1) to the extent that the licensing authorities are sharing and exchanging such information to carry out their governmental functions.

(b) The BMV agrees that all of the other participating jurisdictions are entitled to expect that the digital image and Personal Information that is conveyed in an electronic transmission to another participating state will be protected from disclosure by that receiving state to at least the degree of protection afforded by the DPPA.

(c) To the extent permitted by law, the BMV further agrees that it shall provide at least the standard of security and protection from disclosure and unauthorized use of digital images and Personal Information as required by the law of the jurisdiction from which the digital image was received. With reference to each participating jurisdiction that makes a request for a digital image and its accompanying Personal Information, the BMV, acting as the SOI, shall furnish a copy or summary of its relevant laws, to the extent that such laws impose different standards or requirements than the DPPA.

5. Proper Use and Safeguarding of Digital Images and Personal Information Acquired as SOI

(a) The BMV shall ensure that a digital image and the Personal Information received therewith in an electronic transmission from a participating state is used solely by the motor vehicle agency (or the agency of which it is a part) and only for the purposes identified in this Agreement. Therefore, the BMV agrees that no portion of the information received may be accessed by or disclosed to any other person, agency, or public or private organization, nor shall the BMV permit any use of a digital image or Personal Information acquired in the jurisdiction’s capacity as an SOI that is not expressly authorized by the terms of this Agreement.

(b) A digital image and its accompanying Personal Information as received from an SOR shall not be separated by the SOI for display or storage purposes but shall remain together so that the digital image is clearly connected to the accompanying Personal Information and so that the SOR, which transmitted the information, can be clearly identified.

(c) The SOI may not download, format, print or otherwise use a received digital image and/or the Personal Information accompanying it for any purpose other than the visual identification of a license applicant. As used herein, “visual identification” may include the use of facial recognition technology.

(d) An SOI shall not use a digital image acquired from an SOR as an image on its own manufactured license nor shall it resize or reconfigure the digital image in any manner to alter the appearance of the depicted individual.

6. *Limited Law Enforcement Use*

The BMV agrees to provide a briefing for the law enforcement agencies and officers in its jurisdiction engaged in detecting and prosecuting license fraud and related violations. The briefing shall include a description of the nature of this Agreement and its limitations. A digital image and Personal Information received from a SOR may be used for purposes of investigation and prosecution of any individual who is reasonably believed to have fraudulently attempted to obtain a license by using the Personal Information of another individual whose digital image and/or Personal Information has been received from the SOR, or who is reasonably believed to have engaged in acts or conduct of a similar nature that constitute a violation of law. Except as may be required by law, the BMV shall not permit a digital image or Personal Information obtained from an SOR to be accessed or used by a law enforcement agency or personnel of such an agency for any other purpose.

7. *Digital Image & Personal Information to Remain Property of SOR*

(a) The BMV agrees that any digital image and the Personal Information conveyed therewith that is transmitted, in whatever form, to another participating state, shall not be downloaded into a general database of the SOI.

(b) When the SOI has received the digital image and Personal Information from the SOR and is satisfied that the applicant is the same individual, the SOI shall cause the digital image and Personal Information of the received record, in whatever format it may be in or may have been converted to, to be safely and securely discarded, unless the SOI is required by law to retain such digital image and Personal Information. If a retention schedule is applicable, the SOI shall safely and securely discard such digital image and Personal Information as soon as the retention schedule authorizes such action.

(c) If the SOI is not satisfied that the applicant is the same individual whose digital image and Personal Information has been received from the SOR, it may retain the digital image and Personal Information in a secure, temporary file until such time as the SOI either confirms the identity of the applicant or refers the file to the appropriate person or agency for further investigation. If identity is confirmed, and except as provided in subparagraph (d) of this section, the digital image and Personal Information shall be disposed of as required by the provisions of subparagraph (b) of this paragraph.

(d) The SOI who has reason to believe that a license applicant in the SOI is using the digital image and/or Personal Information from the record of another individual as received from the SOR shall promptly refer the matter to the appropriate law enforcement agency or official in the SOI. If investigation and/or prosecution are pursued, the digital image and Personal Information may be shared with such investigating and/or prosecuting law enforcement agencies and officials, consistent with the limitations concerning use imposed by the provisions of paragraph 6, above.

8. *Responsibility for Notifying Individual who is the Subject of Fraud or Misrepresentation*

The BMV, when acting in the capacity of SOR, agrees to assume the responsibility to promptly notify each individual whose digital image and/or Personal Information has been improperly used by an applicant in another participating jurisdiction to obtain or attempt to obtain a driver's license or identification card, or for any other unlawful purpose, that is known to the SOR.

The SOR shall provide sufficient information to the individual who is a victim or apparent victim of fraud or identity theft to allow such person to identify and contact the agency or agencies that have charge of the investigation and/or prosecution of the matter.

The SOR shall inform the individual to whom the record relates to contact all major credit bureaus to obtain such person's credit reports to determine if credit has been wrongfully obtained using such person's Personal Information.

9. *Public Notice of Agreement*

The BMV agrees to make public disclosure of its participation in the Agreement on its website and/or in other appropriate media, and shall describe and explain that the goal of the Agreement is to deter license fraud and identity theft.

ACKNOWLEDGED AND AGREED

On behalf of the Bureau of Motor Vehicles of the State of Indiana as a participant in the ***Digital Image Access and Exchange Participation Agreement***, I agree to be bound by and to honor the terms of this agreement.

Signature: **DO NOT SIGN HERE**
Printed Name: _____
Title: _____
Date: _____
Address: _____
P.O. Box: _____
City/Town: _____
State: _____ Zip: _____
Tel: _____
Fax: _____
E-Mail: _____

ACCEPTED:

AAMVA

By: **DO NOT SIGN HERE**
Anne S. Ferro, President and CEO

Date of Acceptance: _____

ATTACHMENT A

DATA/INFORMATION SECURITY POLICY FOR CONTRACTORS

Revised 5/1/2017

The disclosure of personal information collected and/or obtained by the Indiana Bureau of Motor Vehicles or the Indiana Bureau of Motor Vehicles Commission (“**BMV/C**”) is subject to the federal Driver's Privacy Protection Act of 1994 (18 U.S.C. 2721 et seq.) (“**DPPA**”) as implemented under state law at Indiana Code (“**IC**”) §9-14-13. Except as agreed to between BMV/C and Contractor and as permitted by and in accordance with the DPPA and IC §9-14-13, a Contractor of the BMV/C, or an officer or employee or subcontractor of the Contractor, shall not knowingly, accidentally disclose or otherwise make available personal information, including highly restricted personal information, obtained in connection with a motor vehicle record.

I. **Definitions**

"Disclose" shall mean to engage in a practice or conduct to make available and make known personal information contained in a motor vehicle record about a person to another person by any means of communication.

"Highly restricted personal information" shall mean the following information that identifies an individual:

- (1) Digital photograph or image.
- (2) Social Security number.
- (3) Medical or disability information.

"Record" shall mean means any information, books, papers, photographs, photostats, cards, films, tapes, recordings, electronic data, printouts, or other documentary materials, regardless of medium, that are created or maintained by the BMV.

"Personal Information" shall mean information that identifies a person, including an individual's:

- (1) digital photograph or image;
- (2) Social Security number;
- (3) driver's license or identification document number;
- (4) name;
- (5) address (but not the 5-digit zip code);
- (6) telephone number; or
- (7) medical or disability information.

II. **Confidentiality of BMV/C Information**

Contractors of the BMV/C shall follow all requirements of BMV/C Standard Operating Procedure regarding the protection of personal information (“**PI**”), including highly restricted personal information, and BMV/C data systems. It is the Contractor's responsibility to ensure all Contract staff and/or subcontractors with any access to BMV/C

data systems and/or PI understand these policies and that access to and/or use of BMV/C data systems and/or PI is limited only to those staff/subcontractors whose access to and/or use of this information is essential for the purpose of carrying out the Contractor's or subcontractor's obligations governed by this Contract.

Pursuant to 18 U.S.C. §2721(c) of the DPPA and IC §9-14-13-10, upon termination of a contract, a Contractor who resells or rediscloses PI pursuant to its contract with the BMV/C shall maintain for a period of five (5) years all records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make these records available to the BMV/C upon request. At the end of five (5) years, a Contractor who resells or rediscloses PI pursuant to its contract with the BMV/C shall securely return or destroy any PI in a commercially reasonable manner, including contracting with a third party for destruction of said PI, and provide to the BMV/C a certificate of destruction. If any PI is stored in a data format proprietary to the Contractor, the Contractor shall provide the BMV/C with a copy of the PI in a standardized format (e.g. PDF, TIF, JPG, GIF, etc.). The Contractor will ensure that any subcontractor shall promptly securely return any PI upon termination of the Contract.

Those Contractors that are NOT AUTHORIZED to resell or redisclose PI pursuant to their contract with the BMV/C shall either securely return or destroy any PI in a commercially reasonable manner and provide to the BMV/C a certificate of destruction upon termination or expiration of their Contract.

III. **Access to BMV/C Data Systems**

Contract staff and/or subcontractors may not be allowed access to BMV/C data systems without prior individual approval from BMV/C, which may include but is not limited to periodic background checks. BMV/C must be notified immediately each time an approved individual leaves employment or the subcontract for an approved subcontractor is cancelled or when these individuals are reassigned to duties that do not involve access to BMV/C data systems. No agent of a contractor will be permitted access to Social Security Administration (SSA) data until he/she has completed all required forms and executed the required agreements for such access.

Any contractor, and their agents/users, who receives access to SSA data through the Information Exchange Agreement (Agreement) between the BMV and SSA through the Social Security On Line Verification (SSOLV) process agrees to be bound by the terms and conditions concerning the access, use or disclosure of SSA data under the Agreement, including the penalties associated with loss or disclosure.

IV. **Personal Information Disclosure Incident Report**

Unless subject to IC §24-4.9, Contract staff members and/or subcontractors shall complete the Contractor's Personal Information Disclosure Report ("**Report**") each time an unauthorized disclosure of a customer's personal information occurs. Within 24 hours of the incident, the Contractor must email the Report to the BMV/C Legal Department at BMVLegal@bmv.in.gov. If the Report cannot be emailed, the Contractor must contact the BMV/C Legal Department to determine how to send the Report. The Report type (i.e. Contractor's Personal Information Disclosure Incident Report), the location where the personal information disclosure occurred and the date on which the disclosure occurred must be specified in the subject line of the email. Upon receipt of the Report, the BMV/C Legal Department will review, investigate and make any necessary reports to the appropriate state and/or federal agencies.

V. **Social Security Administration (“SSA”)-Provided Personal Information Disclosure Incident Report**

Contract staff and/or subcontractors who experience or suspect a breach or loss of PI that contains SSA-provided personally identifiable information shall immediately complete the Personal Information Disclosure Report. The Contractor must immediately notify by direct telephone contact and email the completed incident report to the BMV/C designated SSA Incident Point of Contact:

BMV Legal
BMVLegal@bmv.in.gov

Steve Leak
Telephone: 317-234-3392
Email: sleak@bmv.in.gov

Charles Hampton
Telephone: 317-233-2013
Email: ChaHampton@bmv.in.gov

The email subject line shall read “SSA-Provided Information Incident.” The Contractor and/or subcontractor acknowledges that time is of the essence in reporting suspected breaches or loss of PI that contains SSA-provided PI and shall not delay the reporting thereof.

The Contractor and/or subcontractor must also immediately email the Report to the BMV/C Legal Department at BMVLegal@bmv.in.gov. If the Report cannot be emailed, the Contractor and/or subcontractor must contact the BMV/C Legal Department to determine how to send the report. The Report type (i.e. Contractor’s Personal Information Disclosure Incident Report), the location where the personal information disclosure occurred and the date on which the disclosure occurred must be specified in the subject line of the email. Upon receipt of the Report, the BMV/C Legal Department will review, investigate and make any necessary reports to the appropriate state and/or federal agencies.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**INDIANA BUREAU OF MOTOR VEHICLES &
INDIANA BUREAU OF MOTOR VEHICLES COMMISSION
CONTRACTOR'S PERSONAL INFORMATION DISCLOSURE REPORT**

TO: BMV/C Legal Department – BMVLegal@bmv.in.gov

FROM: _____
Name and job title of individual completing this form

Name of Contractor

LOCATION: _____
Location at which the incident occurred

DATE OF REPORT: _____

INSTRUCTIONS:

Please respond to each of the questions below. When complete, e-mail a saved copy of this document as an attachment to BMVLegal@bmv.in.gov. Contact the BMV Legal Department by telephone if the report is unable to be e-mailed.

1. Date and time of the disclosure:

DATE: _____ TIME: _____

2. Name and address of individual(s) whose personal information was disclosed:

NAME: _____
ADDRESS: _____

3. What personal information was disclosed? (Indicate YES or NO for each item)

a. Name	YES / NO
b. Address	YES / NO
c. Telephone #	YES / NO
d. SSN	YES / NO
e. DLN/ID#	YES / NO
f. Photo	YES / NO
g. Medical/Disability Information	YES / NO
h. Other (Describe): _____	

4. Name and address of individual(s) who received unauthorized personal information:

NAME: _____
ADDRESS: _____

5. Detailed description of what happened: _____

6. Has the individual been informed of the disclosure? YES / NO
a. If Yes, when and how was the customer informed (if in writing, please attach copy)

b. If no, please explain why they have not been informed and if they will be informed

7. Was the customer offered credit monitoring or any other assistance? YES / NO

8. Name of the individual who made the disclosure: NAME: _____

9. What corrective actions did the Contractor take?

R224315	Paglia, Robert
S004382	Redding, Sandra D
M225528	Hempel, Mark Alan
C292947	Sharp, Cara Alycia
A233897	Davidson, Alice A
D050916	Sembroski, Donna Stolz