OMB No. 0960-0760

RACBSV1XFXX

User Agreement

Between

the Social Security Administration (SSA)

And

(Requesting Party)

for Consent Based Social Security Number

Verification (CBSV)

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I. <u>Purpose and Definitions</u>

A. Purpose

The purpose of this User Agreement is to establish the conditions, terms, and safeguards under which the Social Security Administration (SSA or Agency) will provide the Requesting Party verification of Social Security Numbers (SSNs).

B. Definitions

Agency - The Social Security Administration (SSA).

Assertion – The Requesting Party's claims to the completeness and accuracy of all transactions.

Attestation – Declaration by the Certified Public Accountant (CPA) that the assertions of the Requesting Party are accurate.

Authorized User – Employee of the Requesting Party who has been authorized by the Requesting Party to submit SSN verification requests and has successfully registered to use the Consent Based Social Security Number Verification (CBSV) system.

BSO - Business Services Online

Client – SSN holder who authorizes the Requesting Party to verify his/her SSN through SSA by completing the Consent Form. Under SSA disclosure regulations, the parent or legal guardian of a minor or legal guardian of a legally incompetent adult may also authorize disclosure for the subject of the record if he/she is acting on the individual's behalf and provides proof of the relationship.

Consent Form – Form SSA-89 (Authorization for SSA to Release SSN Verification – Attachment B).

Examination Engagement – The annual compliance review performed by the SSA-chosen CPA firm.

Principal – Business organization or institution that is the original requesting source for the SSN verification and enters into a contractual relationship with the Requesting Party to secure SSN verifications from SSA. The Principal may or may not be the Requesting Party but is the end-user entity to which the SSN verification will ultimately be disclosed.

Requesting Party – Party signing this User Agreement with SSA, including any and all of its employees, officers, directors, agents, servants, subsidiaries, personal and legal representatives, affiliates, successors, assigns, and contractors.

Responsible Company Official – The officer or employee of the Requesting Party with authority to make legally binding commitments on behalf of the Requesting Party.

C. Legal Authority

Legal authority for providing SSN verifications to the Requesting Party with written consent of the SSN holder is found in the Privacy Act at 5 U.S.C. § 552a(b), section 1106 of the Social Security Act, codified at 42 U.S.C. § 1306, and SSA regulation at 20 C.F.R. § 401.100.

II. SSN Verification and Use

SSA will verify SSNs solely for the purposes specified on the individual Consent Forms (Form SSA-89, Authorization for SSA to Release SSN Verification – Attachment B) associated with the verification requests. The Requesting Party must use the verified SSN only for the purpose(s) specified by the Client. Exceeding the scope of the consent as specified in the signed Consent Form violates state and federal law and subjects the Requesting Party to civil and criminal liability. SSA recognizes that the Requesting Party may seek verification of the Client's SSN on behalf of a Principal pursuant to the terms of the Client's Consent Form. In this case, the Requesting Party shall ensure that the Principal agrees in writing to use the verification only for the purpose stated in the Consent Form, and make no further use or redisclosure of the verified SSN. This relationship shall be subjected to the contractual obligations as specified in this document.

The information obtained from records maintained by SSA is protected by Federal statutes and regulations, including 5 U.S.C. § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses will be guilty of a misdemeanor and fined not more than $5,000.

SSA's verification of an SSN does not provide proof or confirmation of identity. ***CBSV is designed to provide you with only a "yes" or "no" verification of whether the SSN verified with SSA's records. If our records show that the SSN holder is deceased, CBSV returns a death indicator. CBSV verifications do not verify an individual's identity. CBSV does not verify employment eligibility, nor does it interface with the Department of Homeland Security's (DHS) verification system, and it will not satisfy DHS's I-9 requirements.***

III. Responsibilities

A. Requesting Party Responsibilities

Failure to follow these rules may result in suspension or a disruption of service.

1. The Requesting Party must designate a Responsible Company Official to sign the Attestation Statement (Attachment D) indicating understanding of the Privacy Act restrictions relating to the use of this service on behalf of the Requesting Party. The signed and dated Attestation Statement must be submitted to SSA with the signed User Agreement.

   If the Responsible Company Official signing the original Attestation Statement leaves the company or no longer has authority to make legally binding commitments on behalf of the company, the Requesting Party must designate a new Responsible Company Official to submit a new signed Attestation Statement within 30 days.

2. Responsible Company Officials must complete the Attestation Statement annually which advises them of their obligations to establish effective internal controls for compliance with CBSV requirements. (See attachment D)

3. If the Requesting Party wishes the Agency to recognize the Requesting Party's successor in interest to this Agreement or the Requesting Party's name change, the Requesting Party must submit written notification to the CBSV Project Manager within 30 days of the change. Any submission should be accompanied by supporting documentation. Because this Agreement is not assignable, any successor in interest to this Agreement must sign a new User Agreement with the agency. Any change resulting in a new agreement may result in a disruption in service. CBSV is not a turnkey application and there are system constraints that require that the agreement be in Active or Amended status. Advance notice minimizes disruption of service.

4. The Requesting Party may submit requests for verifications either (1) online or (2) through a web services platform that conforms to SSA's data configuration for a real-time response. All requests must specify the name, date of birth, and SSN of each Client whose SSN the Requesting Party seeks to verify.

5. The Requesting Party must complete the Form SSA-88 (Attachment A) with requested information for each Authorized User. The Requesting Party must use one Form SSA-88 to provide information for multiple Authorized Users. The Requesting Party must ensure that the Form SSA-88 provides the total number of the Requesting Party's Authorized Users.

6. The Requesting Party will notify SSA if there is any change to employment status (including, but not limited to, long-term absence, termination of employment, or change of duties related to CBSV) for any Authorized User or if Requesting Party revokes any Authorized User's authorization to use CBSV.

7. SSA may change its method of receiving verification requests and providing verification results to the Requesting Party at any time. If SSA decides to change its method of receiving SSN verification requests or providing verification results, the Requesting Party will bear its own costs incurred to accommodate such changes.

8. The Requesting Party will be audited at least annually by a Certified Public Accountant (CPA) designated by SSA. The cost of the Examination Engagement is factored into the transaction fee. The CPA's report will provide an opinion on the Requesting Party's assertion that it complied with the CBSV User Agreement requirements. (See Attachment E.)

9. The Requesting Party must pay the one-time enrollment fee and advance payment of estimated transaction fees for the current fiscal year prior to making any request for verification under this User Agreement. Requesting Party will pay in full any remaining balance for verifications from previous fiscal year obligations before it uses CBSV for the following fiscal year.

10. The Requesting Party will ensure that its Responsible Company Official carries out the following actions and responsibilities:

    a. As part of the registration process, SSA will mail a one-time activation code to the Responsible Company Official. The Responsible Company Official must

provide the activation code to the correct registrant named in the letter in order to complete the registration process and to activate access to CBSV services. The activation code is only mailed out to individuals whose names appear on the SSA-88. The Authorized User must login to BSO and enter the Activation code in order to activate either online services or web services.

b. If the Requesting Party elects to use a web service to access CBSV, the Responsible Company Official must provide his or another Authorized Users' information on Form SSA-88. **PLEASE NOTE:** The SSA-88 must also indicate that the use is for web services, otherwise the registrant will be granted online access. If online access is granted in error, the registrant must wait for a new activation code before gaining web service access. The Responsible Company Official will be the representative Authorized User for the Requesting Party when using the web service platform client application and must follow the registration process described fully in the CBSV User Guide.

c. The Responsible Company Official, jointly and on behalf of the Requesting Party will be responsible for all access requests made through the Requesting Party's web service client application and for complying with the requirement to maintain an audit trail to track all CBSV activities of each Authorized User.

d. Authorized Users are responsible for maintaining their User accounts and passwords. Online passwords expire every 90 days; web service passwords expire after 1 calendar year. SSA does not send out reminders to update passwords.

11. The Requesting Party will ensure that any Principal to whom the Requesting Party discloses SSA-verified information acknowledges and agrees to comply with all of the requirements, as applicable, under this User Agreement via a contractual relationship the Requesting Party establishes with the Principal as outlined in Attachment E.

12. The Requesting Party will inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information must be stored in an area that is physically safe from unauthorized access at all times.

13. With respect to Advertising, the Requesting Party acknowledges the following

a. Section 1140 of the Social Security Act, authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such

item is approved, endorsed, or authorized by the Social Security Administration . . . ." 42 U.S.C. § 1320b-10(a).

b. Requesting Party, or any of its Principals, is specifically prohibited from using the words "Social Security" or other CBSV program-related words, acronyms, emblems and symbols in connection with an advertisement for "identity verification."

c. Requesting Party, or any of its Principals, is specifically prohibited from advertising that SSN verification provides or serves as identity verification.

d. SSA has the right to review the Requesting Party's, or any of its Principal's records associated with the CBSV program at any time.

B. SSA Responsibilities

1. SSA will compare the information provided in the Requesting Party's verification request with the information in SSA's Master File of SSN Holders and provide verification results in appropriate format and method based on the submission format and method.

2. SSA will review CBSV submissions and results, conduct audits, generate reports, and conduct site visits as needed to ensure proper use to deter fraud and misuse. SSA, in its sole discretion, will determine the need for audits, reports, or site visits upon its review of the Requesting Party's submissions, results, or CPA reports

3. SSA will send out low balance reminders to the Requesting Party.

IV. Consent

A standardized Consent Form, Form SSA-89 (Authorization for SSA to Release SSN Verification), is included as **Attachment B** to this User Agreement. The Form SSA-89 consent form is an OMB approved form therefore, **this form must not be altered**.

The Requesting Party must obtain a signed Consent Form from each person for whom SSN verification is requested. If the request is for a minor child (under age 18), a parent or a legal guardian must sign the Form SSA-89. If the request is for a legally incompetent adult, a legal guardian must sign the Form SSA-89. If the parent or legal guardian signs the Form SSA-89, the Requesting Party must retain proof of the relationship, e.g., a copy of the birth certificate or court documentation proving the relationship.

The original Form SSA-89 must be completed and contain a written signature, and must include the date of birth of the SSN holder. The authorizing signature must be written. No digital or electronic signature will be accepted. Neither the Requesting Party nor any Principal may make alterations to the Consent Form. The SSN holder may change the period during which the consent will be valid. The SSN holder must annotate and initial this change in the space provided on the Consent Form. The Requesting Party or Principal may not request the SSN

verification from SSA prior to receiving physical possession of a signed Consent Form from the Client. SSA must receive the request for SSN verification within the time period specified on the Consent Form, either 90 days from the date the Client signs the Consent Form, or by an alternate date established on the Consent Form.

The Requesting Party must retain the signed Form SSA-89s for a period of five (5) years from the date of the verification request, either electronically or on paper. The Requesting Party must protect the confidentiality of completed Form SSA-89s and the information therein, as well as the associated record of SSN verification. The Requesting Party must also protect the Form SSA-89s from loss or destruction by taking the measures below. (See Section V.B for procedures on reporting Loss of Personally Identifiable Information (PII))

A. Requesting Party Retains Consent Forms in Paper Format

If the Requesting Party chooses to retain the Consent Forms in paper format, the Requesting Party must store the Consent Forms in a locked, fireproof and waterproof storage receptacle. The Requesting Party shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the process associated with this User Agreement. The stored data must not be reused.

B. Requesting Party Retains Consent Forms Electronically

If the Requesting Party chooses to retain the Consent Forms electronically or store them on removable electronic media (such as CDs), the Requesting Party must: (1) password protect any electronic files used for storage; (2) restrict access to the files to the Responsible Company Official and/or his or her designee; and (3) put in place and follow adequate disaster recovery procedures.

When using either of the electronic storage means, the Requesting Party must destroy the original paper Consent Forms.

SSA may make onsite inspections of the requester's site, including a systems review, to ensure that the Requesting Party has taken the above required precautions to protect the Consent Forms and the information contained therein and to assess overall system security. In addition, each Authorized User must certify to SSA that: (i) he or she will submit requests to SSA only when he or she has information, knowledge, or a reasonable belief that the requests are supported by the requisite Consent Forms, and (ii) any request submitted to SSA without the requisite consent form is subject to legal penalties and could lead to termination of this User Agreement.

V. Technical Specifications and Systems Security and Related Business Process Requirements

A. Technical Specifications and Systems Security

1. The Requesting Party will not have direct access to SSA's databases. The verification requests must be encrypted using either the Advanced Encryption Standard (AES) or

triple DES (DES3) encryption methods to secure the data in transport to SSA. SSA will use the same method of encryption when returning data to the Requesting Party. To accomplish the transmission of data, the parties will use TLS protocol (TLS 1.2).

2. The Requesting Party must obtain, at its own expense, the hardware, software, or other equipment that may be necessary to establish connection to CBSV either through the BSO website or the web service. The Requesting Party must obtain, at its own expense, Internet service in order to access the CBSV portion of the BSO website. The Requesting Party must provide SSA with a valid e-mail address for communications via e-mail.

3. The Requesting Party may use more than one method of CBSV services (online and web service) at the same time. If the Requesting Party chooses to use both online and web service, it must assign two different Authorized Users, due to the unique registration needs of CBSV Web Service. The Requesting Party is only responsible for the one-time enrollment fee ($5000) and one annual advance payment for estimated transactions, regardless of the number of methods of services it uses.

4. The Requesting Party must bear all costs it incurs for site preparation, connection, operating costs, and any other miscellaneous costs to participate in CBSV. SSA reserves the right to conduct on-site visits to review the Requesting Party's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to terms of this User Agreement.

5. SSA's User Guide is available online at http://www.ssa.gov/cbsv/docs/, which SSA may amend at its discretion. The detailed requirements and procedures for using CBSV are set forth in the User Guide.

6. If the Requesting Party and its Principals access CBSV through the web service platform client application, the Requesting Party must maintain an automated audit trail record identifying either the individual Authorized User or the system process that initiated a request for information from SSA. Every request for information must be traceable to the individual Authorized User or the system process that initiated the transaction. At a minimum, individual audit trail records must contain the data needed to associate each request to its initiator and the relevant business purpose (e.g., the outside entity's client record for which SSA data was requested), and each request must be time and date stamped. Each request must be stored in the audit file as a separate record, not overlaid by subsequent requests.

7. If the Requesting Party retains in its system any verification results from SSA, or if certain data elements within the Requesting Party's system indicate that the information has been verified by SSA, the Requesting Party must restrict access to the files to the Responsible Company Official and/or his or her designee and ensure that its system also captures an audit trail record, with the same requirements as for the web service platform client application, of any user who views the SSA-verified information stored within the Requesting Party's system.

8. The Requesting Party shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.

B. Protecting and Reporting the Loss of Personally Identifiable Information (PII)

PII is any information about an individual maintained by an entity, including (1) any information that can be used to distinguish or trace an individual‘s identity, such as name, SSN, date and place of birth, mother‘s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

1. The Requesting Party’s Responsibilities in Safeguarding PII

   The Requesting Party shall establish, maintain, and follow its own policy and procedures to protect PII, including policies and procedures for reporting lost or compromised, or potentially lost or compromised, PII. The Requesting Party shall inform its Authorized Users which handle PII of their individual responsibility to safeguard such information. In addition, the Requesting Party shall, within reason, take appropriate and necessary action to: (1) educate Authorized Users on the proper procedures designed to protect PII; and (2) enforce their compliance with the policy and procedures prescribed.

   All Authorized Users shall properly safeguard PII from loss, theft, or inadvertent disclosure. Each Authorized User is responsible for safeguarding this information at all times, regardless of whether or not the user is at his or her regular duty station.

2. Reporting Lost, Compromised or Potentially Compromised PII

   (a) When the Requesting Party or its Authorized User becomes aware or suspects that PII has been lost, compromised, or potentially compromised the Requesting Party, in accordance with its incident reporting process, shall provide immediate notification of the incident to the primary SSA contact. If the primary SSA contact is not readily available, the Requesting Party shall immediately notify one of two SSA alternates, if names of alternates have been provided. (See Section XVI for the phone numbers of the designated primary and alternate SSA contacts.) The Requesting Party shall act to ensure that each Authorized User has been given information as to who the primary and alternate SSA contacts are and how to contact them.

   (b) The Requesting Party shall provide the primary SSA contact or the alternate, as applicable, with updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

   (c) The Requesting Party shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact/alternate, including the following information:

1. Contact information;
2. A description of the loss, compromise, or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;
3. A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);
4. Name of SSA employee contacted;
5. Whether the Requesting Party or the Authorized User has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);
6. Whether the Requesting Party or the Authorized User has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports); and
7. Any other pertinent information

VI. Referral of Individuals to SSA

If SSA returns a "no-match" result (see the CBSV User Guide) to the Requesting Party, the Requesting Party must take the following actions before making any referrals to SSA Field Offices for resolution:

1. The Requesting Party will determine whether the data submitted to SSA matches the data contained on the Consent Form. If it does not match, the Requesting Party will re-submit the corrected data to SSA for verification. The Requesting Party will bear the cost for the resubmission.

2. If the data on the Consent Form matches the data submitted to SSA, the Requesting Party will contact the Client to verify the original data provided. If the Client corrects the original data by completing and signing a new Consent Form with the corrected information, the Requesting Party should submit the corrected data to SSA for verification. The Requesting Party will bear the cost for the resubmission.

3. If the Requesting Party cannot resolve the data discrepancy, the Requesting Party will refer the individual to an SSA Field Office to determine the nature of the problem. If corrections are required, the Requesting Party should submit the correct data to SSA for verification. The Requesting Party will bear the cost for the resubmission.

4. Some SSN records will not be verifiable by CBSV services. In those cases, follow the instructions in the CBSV User Guide.

VII. Costs of Service

The Requesting Party must provide SSA with advance payment for the full annual cost of all services rendered under this User Agreement.

The Requesting Party must deposit with SSA, either by company check or company credit card**,** a one–time, nonrefundable enrollment fee of five thousand dollars ($5,000), which will be applied to SSA's total CBSV operating costs to reduce the actual transaction fees charged to all users.

Payment for transaction fees will be submitted with a completed and signed Form SSA-1235 (Agreement Covering Reimbursable Services—Attachment C). Prior to the start of each new fiscal year, the Requesting Party must submit a new, signed Form SSA-1235, accompanied by the full payment of fees for estimated requests for that fiscal year. SSA will credit the account of the Requesting Party and "draw down" from the advanced payment as services are rendered. Services will be provided only if there are sufficient funds in the Requesting Party's account. In cases when estimated costs have changed, the Requesting Party will remain in active status as long as its account balance is positive. No interest shall accrue to the advance payment.

At least annually, **SSA will review its costs related to providing the CBSV services, recalculate the transaction fee necessary for SSA to recover full costs, and adjust the transaction fees accordingly.** SSA will notify the Requesting Party before any change to the transaction fee goes into effect. If the recalculation of costs results in increased or decreased in the fee, the Requesting Party must sign an amended Form SSA-1235 and may need to submit additional advance payments to continue receiving CBSV services.

VIII. Duration of Agreement, Suspension of Services, and Annual Renewal

A. Duration and Termination of Agreement

This User Agreement is effective upon signature of both parties, including a signed Form SSA-1235 and payment in full of all fees due and owing under such Form SSA-1235, and shall remain in effect until terminated or cancelled as follows:

1. The Requesting Party may terminate this User Agreement by giving 30-days advance written notice to the SSA Contact of its intent to terminate this User Agreement and cancel its participation in the CBSV service. This User Agreement will be terminated effective 30 days after SSA receives such notice or at a later date specified in the notice;

2. SSA and the Requesting Party may mutually agree in writing to terminate this User Agreement, in which case the termination will be effective on the date specified in such termination agreement;

3. SSA may terminate this User Agreement upon determination, in its sole discretion, that the Requesting Party has failed to comply with its responsibilities under this User Agreement. This includes without limitation its obligation to make advance payment, its requirement to use the Consent Form without modification and in accordance with this User Agreement, and its responsibilities under section X, Compliance Reviews, including failure to correct its non-compliance within 30 days of SSA's notice of such non-compliance;

4. In the event this User Agreement or the CBSV service is prohibited by any applicable law or regulation, this User Agreement will be null and void as of the effective date specified in such law or regulation; or

5. SSA may terminate this User Agreement and the CBSV program at its sole discretion . In case of such cancellation of CBSV program, SSA will provide all participants in the CBSV program with advance written notice of SSA's decision.

6. If the Requesting Party is dissolved as a corporate entity, this User Agreement is no longer valid. Any new corporate entity purporting to acquire the Requesting Party's interest in this User Agreement must sign a new User Agreement. The rights and obligations under this User Agreement cannot be assigned whether through purchase, acquisition, or corporate reorganization.

The Requesting Party specifically waives any right to judicial review of SSA's decision to cancel the provision of CBSV services or terminate this User Agreement.

After the close of the fiscal year in which this User Agreement is terminated, SSA will refund to the Requesting Party any remaining advance payment of transaction fees. If the User Agreement is terminated early in the fiscal year, SSA reserves the right to refund the balance of advance payment prior to the close of the fiscal year. Notwithstanding the foregoing, the one-time enrollment fee is **not refundable** for any reason.

B. Suspension of Services

Suspension is a temporary action imposed by SSA on a Requesting Party for a designated period until certain requirements are met or rectified. Suspension is immediate upon notice by SSA to the Requesting Party and remains in effect until lifted by SSA.

Noncompliance with this User Agreement, including assertions set forth in **Attachment E – CBSV Attestation Requirements & Requesting Party Compliance Assertions** of this User Agreement, is grounds for suspension of CBSV services at the sole discretion of SSA.

Suspension will be effective immediately upon SSA's notice, specifying the reason for the suspension, sent via e-mail to the Requesting Party's Responsible Company Official, and will remain in effect until SSA's further determination.

If the Requesting Party disputes SSA's decision to suspend its access, the Requesting Party may elect to write a letter to SSA specifying the reasons for contesting the suspension. Such letters may be sent via e-mail and must be received by SSA within 30 calendar days from the date that SSA transmitted the notice of suspension to the Responsible Company Official.

After reviewing the Requesting Party's letter, SSA may make the final determination to: 1) lift the suspension; 2) continue the suspension; or 3) terminate this User Agreement. SSA will provide the Requesting Party with written notice of its final decision.

The Requesting Party specifically waives any right to judicial review of SSA's decision to suspend or terminate this User Agreement.

The Requesting Party's use of the CBSV system may be suspended for any of the following reasons:

1. ***Non-Payment,***
2. ***Violation of User Agreement Terms, or***
3. ***Temporary Fix for an Active Record***

Noncompliance can fall into one of three tiers:

- Type I noncompliance consists of multiple infractions that significantly place PII at risk or have resulted in unauthorized disclosure of PII and are systemic in nature.
- Type II noncompliance consists of an infraction that could result in an unauthorized verification being submitted to SSA or a failure to comply with the consent requirements or a failure to comply with securing data containing PII. A Type II noncompliance may also be a failure that might prevent the completion of the Compliance Review.
- Type III noncompliance consists of failures that are only minor in nature. Type III noncompliance would not result in either unauthorized disclosure of PII or unauthorized SSN verification requests being submitted to SSA.

The following are the three types of noncompliance and their resulting penalties.

Tier	Noncompliance	Penalty
Type I	• Multiple failures to comply with CBSV User Agreement requirements determined by SSA to be detrimental to protection of PII • Multiple Type II noncompliance • Fraudulent use of CBSV access privileges • Other issues considered by SSA to place a significant quantity of PII at risk.	Suspension of CBSV user privileges for 90 days

Tier	Noncompliance	Penalty
Type II	• Verification not authorized by SSN holder including missing, unsigned, or fraudulent Form SSA-89, • Form SSA-89 accepted without date of authorization, • Multiple verifications authorized by one Form SSA-89, • Form SSA-89 submission date exceeds 90-day timeframe or exceeds alternate timeframe or is submitted before date of authorization. • Acceptance of electronic/digital signature on Form SSA-89, • Retention requirements not followed, • Purpose stated on Form SSA-89 not specific or allowable, • Significant alteration of Form SSA-89, • Requesting Party fails to keep the SSA-88 current, • Agreements between Requesting Party and Principals do not contain required elements or constraints as outlined in Section III.A, • Form SSA-89s are not stored securely, • Audit trail requirements are not followed.	Suspension of CBSV user privileges for 60 days
Type III	• Illegible Form SSA-89 (fields not specified above), • Requesting Party address and Principal address (if applicable) are not included on Form SSA-89, • Requesting Party information incorrect on the SSA-89, • Minor alteration of Form SSA-89 wording • Late submission of examination attestation report	Suspension of CBSV user privileges for 30 days

C. Annual Renewal

This User Agreement does not authorize SSA to incur obligations through the performance of the services described herein. Performance of such services is authorized only by execution of Form SSA-1235 (Agreement Covering Reimbursable Services – Attachment C). Moreover, SSA may incur obligations by performing services under this User Agreement only on a fiscal year basis. Accordingly, attached to, and made a part of, this User Agreement, is a Form SSA-1235 that provides the authorization for SSA to perform services under this User Agreement in fiscal year [2017].

Because SSA's performance under this User Agreement spans multiple fiscal years, SSA and the Requesting Party will prepare a new Form SSA-1235 at the beginning of each succeeding fiscal year during which SSA will incur obligations through the performance of the services described in this User Agreement. The parties will sign the Form SSA-1235 by September 15 before the beginning of the Federal fiscal year (October 1st). SSA's ability to perform work for fiscal years beyond the current fiscal year is subject to the availability of funds.

SSA will refund to the Requesting Party any excess funds remaining in the Requesting Party's account at the end of the fiscal year. The remaining balance from one fiscal year does not carry over to the following fiscal year. The Requesting Party must sign a new Form SSA-1235 and submit advance payment prior to the beginning of each fiscal year in a transaction separate from any refund due from SSA from the previous fiscal year.

The Responsible Company Officials for the Requesting Parties must complete an annual Attestation Statement which advises them of their obligations to establish effective internal controls for compliance with CBSV requirements.

IX. Compliance Reviews

A. Mandatory Compliance Review by Independent CPA

The Requesting Party and any of its Principals and subsidiaries using CBSV are subject to a mandatory annual compliance review (Examination Engagement). SSA will determine if additional reviews are required. The actual date of the compliance reviews will be determined by SSA in consultation with the reviewing CPA.

B. Initiating the Compliance Review

1. An SSA-appointed CPA firm will perform an annual audit that all authorized transactions are complete and accurate. The CPA firm will perform the Examination Engagement in accordance with the standards established by the American Institute of Certified Public Accountants and contained in the Generally Accepted Government Audit Standards (GAGAS).

2. SSA will email a notice to the Requesting Party identifying the name of the retained CPA firm and its designated contact.

3. SSA will provide to the CPA a statistically-valid random sample of the Requesting Party's verifications identified by name, SSN and date of birth along with the verification results provided to the Requesting Party. SSA will use the U.S. Government Accountability Office (GAO) President's Council on Integrity and Efficiency's (PCIE) Financial Audit Manual (FAM), Section 460, Compliance Tests in determining the sample size.

C. Requesting Party's Cooperation with the Compliance Review

The Requesting Party will:

1. Provide to the reviewing CPA a copy of this signed User Agreement and all applicable attachments in their entirety; and

2. Inform all of its Principals of the requirement to produce supporting documentation upon CPA's request for purposes of compliance reviews.

D. CPA

In performance of the Examination Engagement under this User Agreement, the CPA must use the review assertions specified in Attachment E, CBSV Attestation Requirements & Requesting Party Compliance Assertions (Audit).

In addition the CPA must:

1. Follow standards established by the American Institute of Certified Public Accountants (AICPA) and contained in GAGAS.

2. Provide a report containing the results of the Examination Engagement to the designated SSA contact within 30 days after completing the Examination Engagement.

3. Provide the Requesting Party with a copy of the report 30 days after the report is provided to SSA, unless SSA informs the CPA otherwise.

E. SSA

If the results of the CPA's review indicate that the Requesting Party has not complied with any term or condition of this User Agreement, SSA may:

1. Perform its own onsite inspection, audit, compliance review,

2. Refer the report to its Office of the Inspector General for appropriate action, including referral to the Department of Justice for criminal prosecution,

3. Suspend CBSV services,

4. Terminate this User Agreement; and/or,

5. Take any other action SSA deems appropriate.

See Attachment E for a list of the compliance and the non-compliance assertions.

X. Unilateral Amendments

SSA reserves the unilateral right to amend this User Agreement at any time to implement the following:

1. Minor administrative changes, such as changes to SSA contact information; or

2. Procedural changes, such as method of transmitting requests and results and limits on the number of verification requests.

SSA will notify the Requesting Party of any unilateral amendments under this section. If the Requesting Party does not wish to be bound by any such unilateral amendment, the Requesting Party may terminate this User Agreement with 30 days' notice.

XI. Indemnification

Notwithstanding any other provision of this User Agreement, the Requesting Party will indemnify and hold SSA harmless from all claims, actions, causes of action, suits, debts, dues, controversies, restitutions, damages, losses, costs, fees, judgments, and any other liabilities caused by, arising out of, associated with, or resulting directly or indirectly from, any acts or omissions of the Requesting Party, including but not limited to the disclosure or use of information by the Requesting Party or its Principal, or any errors in information provided to the Requesting Party under this User Agreement. SSA is not responsible for any financial or other loss incurred by the Requesting Party, whether directly or indirectly, through the use of any data provided pursuant to this User Agreement. SSA is not responsible for reimbursing the Requesting Party for any costs the Requesting Party incurs pursuant to this User Agreement.

XII. Disclaimers

SSA is not liable for any damages or loss resulting from errors in information provided to the Requesting Party under this User Agreement. Furthermore, SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by the Requesting Party. All information furnished to the Requesting Party will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction attributable to SSA, SSA must re-perform the services under this User Agreement, the additional cost thereof will be treated as a part of the full costs incurred in compiling and providing the information and will be paid by the Requesting Party.

SSA's performance of services under this User Agreement is authorized only to the extent that they are consistent with performance of the official duties and obligations of SSA. If for any

reason SSA delays or fails to provide the services, or discontinues all or any part of the services, SSA is not liable for any damages or loss resulting from such delay, failure, or discontinuance.

Nothing in this User Agreement is intended to make any person or entity who is not a signatory to this User Agreement a third-party beneficiary of any right created by this User Agreement or by operation of law.

XIII. Integration

This User Agreement and the accompanying Form SSA-1235 constitute the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this User Agreement. This User Agreement shall take precedence over any other documents that may be in conflict with it.

XIV. Resolution Mechanism

In the event of a disagreement between the parties to this User Agreement, the parties will meet and confer to attempt to negotiate a resolution. If the parties cannot agree on a resolution, the parties will submit the dispute in writing to the Deputy Commissioner, Office of Budget, Finance Quality, and Management, of SSA, who will render a final determination binding on both parties.

XV. Persons to Contact

A. SSA Contacts

1) CBSV Project Team
   Email: SSA.CBSV@ssa.gov
   Call: 866-395-8801

2) Billing and Payment Issues
Physical address via U.S. Postal Service or overnight carrier
ATTN CBSV Mailstop 2-O-2 ELR DRAC IABT
Social Security Administration
6401 Security Blvd
Baltimore MD 21235
410-597-1673
Email: OF.DRAC.CBSV@SSA.GOV

PO Box address:
ATTN CBSV
Social Security Administration
PO Box 17042
Baltimore MD 21235

NOTE: Advance payment (by company check or company credit card) is required. Company checks must be mailed to the following address with a copy of the signed SSA-1235 (Agreement Covering Reimbursable Services):

ATTN: CBSV
Social Security Administration
PO Box 17042
Baltimore Maryland 21235

3) Reporting Lost, Compromised or Potentially Compromised PII
Office of Data Exchange & Policy Publications
Project Manager: Michael Wilkins 410-966-4965
Alternate Contact: Curtis Miller 410-966-2370

4) For CBSV technical support or questions about web services, email Web.Service.Testing@ssa.gov

B. Requesting Party Contacts

REMINDER: Report changes to SSA within 30 days.

Company Name: _____

Responsible Company Official: _____
Title: _____

Address: _____
_____
_____

Telephone: _____
Fax: _____
Email: _____

XVI. Authorizing Signatures and Dates

The signatories below warrant and represent that they have the competent authority on behalf of their respective entities to enter into the obligations set forth in this User Agreement.

For Social Security Administration:

_____ Date _____
(Signature)
Printed Name: Stephen Evangelista
Associate Commissioner, Office of Data Exchange & Policy Publications

For Requesting Party:

_____ Date _____
(Signature)
Printed Name: _____
Title: _____
Company Name: _____

Attachment A – Form SSA-88

Social Security Administration

Form Approved
OMB No. 0960-0760

Pre-Approval Form For Consent Based Social Security Number Verification (CBSV)

COMPANY REGISTRATION

1. Name of the Company: _____

2. Company Address (P.O. Box alone is not acceptable)

   Address Line 1: _____

   Address Line 2: _____

   City: _____ State: _____ Zip Code: _____

SAMPLE

3. EIN (Employer Identification Number):
(Provide primary EIN if your company uses more than one.)

4. Designated email mailbox for receipt of technical bulletins from SSA:

Please note, the SSA will only send technical bulletins to one email address per company. You may provide this information later if you do not have one now.

EMPLOYEE(S) AUTHORIZED TO USE CBSV

List the names of all employees unless your company will access CBSV solely through a web service platform. Note: If your company will access CBSV solely through a web service platform, please provide corresponding information of the Responsible Company Official as the employee authorized to use CBSV.

5. Name of Employee(s) Authorized to use CBSV:

6. Telephone Number of Employee(s) Authorized to use CBSV (include area code):

7. E-mail Address of Employee(s) Authorized to use CBSV:

AUTHORIZED SIGNATURE OF RESPONSIBLE COMPANY OFFICIAL

8.

_____ _____
Name of Responsible Company Official (print or type) Title

_____ _____
Signature of Responsible Company Official Date

Telephone Number (include area code): _____

E-mail Address: _____

See SSA's CBSV User Guide for information regarding the extent and nature of employee's authority to use CBSV. Notify us if your authorized employee leaves your company or if you choose to revoke any or all of your employee's authorization to use SSA's Business Services Online (BSO).

Form **SSA-88** (06-2013)
Destroy Prior Editions

Privacy Act Notice

The Social Security Administration (SSA) is allowed to collect the information on this form under Sections 205 and 1106 of the Social Security Act and the Privacy Act of 1974 (5 U.S.C. § 552a). We need this information to register your company and your authorized employee(s) to use our system for verifying Social Security Numbers and to contact you, if necessary. Giving us this information is voluntary. However, without the information we will not be able to provide this service to your company. SSA may also use the information we collect on this form for such purposes authorized by law, including to ensure the appropriate use of the service.

Paperwork Reduction Act Notice

This information collection meets the clearance requirements of 44 U.S.C. 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You are not required to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take you about 5 minutes to complete this form. *You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401.* ***Send only comments relating to our time estimate to this address, not the completed form.***

Attachment B - Form SSA 89

Social Security Administration

Form Approved
OMB No. 0960-0760

Authorization for the Social Security Administration (SSA) To Release Social Security Number (SSN) Verification

Printed Name:	Date of Birth:	Social Security Number:

I want this information released because I am conducting the following business transaction:

Reason (s) for using CBSV: (Please select all that apply)

☐ Mortgage Service ☐ Banking Service

☐ Background Check ☐ License Requirement

☐ Credit Check ☐ Other

SAMPLE

with the following company ("the Company"):

Company Name: _____

Company Address: _____

I authorize the Social Security Administration to verify my name and SSN to the Company and/or the Company's Agent, if applicable, for the purpose I identified.

The name and address of the Company's Agent is:

I am the individual to whom the Social Security number was issued or the parent or legal guardian of a minor, or the legal guardian of a legally incompetent adult. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I acknowledge that if I make any representation that I know is false to obtain information from Social Security records, I could be found guilty of a misdemeanor and fined up to $5,000.

This consent is valid only for 90 days from the date signed, unless indicated otherwise by the individual named above. If you wish to change this timeframe, fill in the following:

This consent is valid for _____ days from the date signed. _____ (Please initial.)

Signature _____ Date Signed _____

Relationship (if not the individual to whom the SSN was issued): _____

Contact information of individual signing authorization:

Address _____

City/State/Zip _____

Phone Number _____

Form **SSA-89** (06-2013)

Privacy Act Statement

SSA is authorized to collect the information on this form under Sections 205 and 1106 of the Social Security Act and the Privacy Act of 1974 (5 U.S.C. § 552a). We need this information to provide the verification of your name and SSN to the Company and/or the Company's Agent named on this form. Giving us this information is voluntary. However, we cannot honor your request to release this information without your consent. SSA may also use the information we collect on this form for such purposes authorized by law, including to ensure the Company and/or Company's Agent's appropriate use of the SSN verification service.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to complete the form. *You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401.* ***Send to this address only comments relating to our time estimate, not the completed form.***

----------TEAR OFF ----------

NOTICE TO NUMBER HOLDER

The Company and/or its Agent have entered into an agreement with SSA that, among other things, includes restrictions on the further use and disclosure of SSA's verification of your SSN. To view a copy of the entire model agreement, visit http://www.ssa.gov/cbsv/docs/SampleUserAgreement.pdf

Attachment C - Form SSA 89-S

Administración del Seguro Social
Autorización para que la Administración de Seguro Social
Divulgue la
Verificación de un Número de Seguro Social (SSN)

Nombre en letra de molde _____ Fecha de nacimiento_____
Número de Seguro Social _____

Quiero que esta información sea divulgada porque estoy llevando a cabo la siguiente transacción de negocios

Razones para solicitar el CBSV: (Favor de marcar todo lo que aplique a esta divulgación)

Empresa hipotecária _____ Servicios bancarios_____
Investigación de antecedentes _____ Requisito para obtener una licencia_____
Investigación crediticia _____ Otra razón (explique)_____

con la siguiente empresa ("la Empresa"):

SAMPLE

Nombre de la Empresa Dirección

Yo autorizo a la Administración del Seguro Social a que verifique mi nombre y número de Seguro Social (SSN, sus siglas en inglés) a la Empresa o al agente de la Empresa, si procede, para el propósito que he identificado.

El nombre y la dirección del agente de la Empresa es:

Yo soy la persona a quien el número de Seguro Social fue emitió o el representante legal de un menor o el representante legal de una persona quien ha sido declarado por la corte un adulto incompetente. Yo declaro y afirmo bajo pena de perjurio que la información contenida aquí es verdadera y correcta. Yo reconozco que si hago alguna representación, que yo sé que es falsa, para obtener información de los registros del Seguro Social, puedo ser declarado culpable de un delito menor y penalizado con una multa de hasta $5,000.

Este consentimiento es válido por solo 90 días de la fecha en que es firmado, a menos que se indique lo contrario por la persona nombrada en el encabezamiento. Si quiere cambiar este límite de tiempo, llene los siguientes blancos:

Este consentimiento es válido por ____ días de la fecha en que es firmado. ____ (Sus iniciales, por favor.)

Firma _____ Fecha en que firmó _____
Parentesco (si no es la persona a quien le pertenece el SSN): _____

Información de contacto de la persona que firma esta autorización:
Dirección _____
Cuidad/Estado/Zona Postal _____
Número telefónico _____
Formulario SSA-89 (Página 1 de 2)

Declaración de la Ley de Confidencialidad

La Administración del Seguro Social está autorizada a recopilar la información que se solicita en este formulario, de acuerdo con las Secciones 205 y 1106 de la Ley del Seguro Social y la Ley de Confidencialidad del 1974 (5 U.S.C. § 552a). Necesitamos esta información para proporcionar la verificación de su nombre y SSN a la Empresa o al agente de la Empresa nombrado en este formulario. No está obligado a proporcionar la información que se solicita. No obstante, no podemos honrar su petición de que divulguemos esta información sin su consentimiento explícito. Es posible que la Administración del Seguro Social use la información que se recopila en este formulario para otros propósitos autorizados por ley, incluso el que la Empresa o el agente de la Empresa utilicen adecuadamente el servicio de verificación de SSN.

Declaración de la Ley de Reducción de Documentos de Trabajo – La recopilación de esta información cumple con los requisitos de 44 U.S.C. § 3507, según enmendada por la sección 2 de la Ley de Reducción de Documentos de Trabajo de 1995. No tiene que contestar estas preguntas a menos que le mostremos un número de control de la Oficina de Administración y Presupuesto. Calculamos que le tomará alrededor de 3 minutos en llenar este formulario. Puede enviar comentarios sobre nuestro cálculo de tiempo a: SSA, 6401 Security Blvd. Baltimore, MD 21235-6401. *Envíe solo los comentarios sobre nuestro cálculo de tiempo a esta dirección pero no envíe el formulario***.**

---------- Corte Aquí ----------

AVISO PARA EL DUEÑO DEL NÚMERO DE SEGURO SOCIAL

La Empresa o su agente han firmado un acuerdo con la Administración del Seguro Social, que entre otras cosas, incluye restricciones en la divulgación adicional y uso de la verificación del número de Seguro Social. Para ver una copia del acuerdo modelo completo, visite www.segurosocial.gov/bso/cbsvPDF/agreement.pdf (solo disponible en inglés).

Formulario SSA-89 (Página 2 de 2)

Attachment D - Form SSA-1235
Social Security Administration

AGREEMENT COVERING REIMBURSABLE SERVICES

JOB NUMBER	CAN:		SOC:	
	SSA DUNS/BPN:		SSA TAS:	
	SSA BETC:		SSA ALC:	
	SSA EIN:			

REQUESTING ORGANIZATION

PROGRAM CONTACT NAME/ADDRESS	FINANCIAL CONTACT NAME/ADDRESS
ACCOUNTING DATA (for Government Agencies)	EMPLOYER IDENTIFICATION NUMBER (EIN):
Appropriation/TAS:	
ALC:	
BETC: DISB	BEGINNING AND ENDING DATES
DUNS/BPN:	

SAMPLE

TYPE OF SERVICE REQUESTED

PROJECT TITLE OR KIND OF SERVICES

DESCRIPTION OF SERVICES

REFERENCES TO CORRESPONDENCE ON THIS MATTER

SSA PROJECT COORDINATOR

NAME	OFFICE

SSA CONTACT FOR INFORMATION PERTAINING TO THIS AGREEMENT

NAME	OFFICE

ESTIMATED COST AND FINANCING OF SERVICES

ESTIMATED COST OF SERVICES:	FINANCING (Check one):	ADVANCE (In Full)	X
		PAYMENT (Quarterly)	
		IPAC	

SSA AUTHORIZATION

PRINTED NAME
TITLE

SIGNATURE	DATE

ACCEPTANCE - FOR USE OF REQUESTING ORGANIZATION

Please provide the services requested above. We agree to pay you the full cost of such services in the amount estimated above prior to any work being performed; and we also agree to all of the terms and conditions stated in the accompanying Memorandum of Agreement.

NAME OF ORGANIZATION'S PROJECT COORDINATOR	TITLE	
NAME & SIGNATURE OF AUTHORIZING OFFICIAL	TITLE	DATE

Form **SSA-1235** (11-2010) Destroy Prior Editions

Attachment D - Attestation Statement (COMPANY)

ATTESTATION STATEMENT FOR
USING THE SSN VERIFICATION PROCESS
(Signature required annually)

Name and address of company requesting services:

_____
_____
_____
_____

The Requesting Party understands that the Social Security Administration (SSA) will verify Social Security Numbers (SSN) solely to ensure that the records of my Clients or my Principal's Clients are correct for the purpose(s) indicated on the Consent Forms, Form SSA-89 (Authorization for SSA to Release SSN Verification), obtained from the Clients.

The information received from records maintained by SSA is protected by Federal statutes and regulations, including 5 U.S.C. § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than $5,000.

The Requesting Party shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information shall at all times be stored in an area that is physically safe from unauthorized access.

The Requesting Party shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the process.

[Please clearly print or type your Responsible Company Official's name, title, and phone number and have him/her sign and date below.]

Name_____
Title_____ Phone Number_____
Signature_____Date_____

Attachment E - CBSV Attestation Requirements for CPA and Requesting Party Compliance Assertions

I. Attestation Requirements:

1. The examination engagement will be performed in accordance with standards applicable to attestation engagements contained in Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States. These standards also incorporate by reference attestation standards established by the American Institute of Certified Public Accountants. The period of the examination engagement will be the Federal fiscal year. These standards incorporate independence requirements that the CPA must meet in order to perform the examination engagement.

2. The examination report shall conform to attestation standards contained in GAGAS issued by the Comptroller General of the United States and attestation standards issued by the American Institute of Certified Public Accountants. GAGAS requires that the Certified Public Accountant (CPA) "…report based on the work performed, (1) significant deficiencies and material weaknesses in internal control; (2) instances of fraud and noncompliance with provisions of laws or regulations that have a material effect on the subject matter or an assertion about the subject matter and any other instances that warrant the attention of those charged with governance; (3) noncompliance with provisions of contracts or grant agreements that has a material effect on the subject matter or an assertion about the subject matter of the examination engagement; and (4) abuse that has a material effect on the subject matter or an assertion about the subject matter of the examination engagement." GAGAS allows the findings to be reported either in the examination report or in a separate report. If the CPA reports the findings in a separate report the report which includes the findings must be submitted to the Social Security Administration (SSA) along with the examination report. All findings must be accompanied by a response from management and a corrective action plan. All findings described above must be reported to SSA. Materiality or significance standards may not be used to justify non-reporting of noncompliance.

3. The CPA must agree in its letter of engagement with the CBSV user to make its examination engagement work papers available for review by SSA or its designee.

4. Any questions regarding the examination engagement as well as the final report on this engagement shall be directed to:

   Office of Data Exchange & Policy Publications
   Social Security Administration
   4700 Annex Building
   6401 Security Blvd
   Baltimore MD 21235-6401
   Name, Email and Telephone: (will be provided when agreement is signed)

5. The requesting party shall provide a copy of its current CBSV User Agreement in its entirety to the reviewing CPA engaged to perform the examination.

6. SSA will provide to the CPA a random sample of verifications submitted by the Requesting Party identified by name, Social Security number and date of birth along with the verification results provided to the Requesting Party.

7. The CPA must send confirmation requests either by mail or e-mail to Social Security number holders for the sample of verifications to provide information about the validity of submitted requests. Confirmation non-replies should be followed up in writing, via mail or by phone. Results of the confirmation process will be provided in a schedule to the examination report submitted to SSA and all instances of confirmations indicating that a verification was not authorized should be included in an addendum to the examination report. The confirmation process including follow up of non-replies is a required procedure.

8. Terms that have a special meaning are defined in Section I.C of the CBSV User Agreement.

II. Requesting Party Compliance Assertions:

1. A signed Form SSA-89 was used to obtain consent for all verification requests submitted to SSA.

2. The signed Form SSA-89s used to obtain consent for Social Security Number (SSN) verification contain wet signatures of the identified individuals.

3. Form SSA-89s used to obtain consent contain all wording as prescribed in Attachment A of the CBSV User Agreement and no additional wording has been added.

4. Form SSA-89s used to obtain consent were completed in their entirety, without alterations, including name, date of birth, social security number, stated purpose Principal's name and complete address, agent's (Requesting Party) name and address, signature, date, and complete address, and phone number for the authorizing party (social security number holder).

5. The Agent (Requesting Party) identified on all Form SSA-89s accepted by the company is a listed party (d/b/a) in the company's CBSV User Agreement.

6. Regarding the purpose stated on the Form SSA-89:

   a. The SSN verification was used only for the purpose stated on the consent form, and

b. The consent form identifies a specific purpose (e.g., “mortgage application” or “verification for employment”) and is not a general purpose (e.g., “identity verification” or “identity proof or confirmation”).

7. The date SSN verifications were submitted to SSA was after the date the Form SSA-89s were signed and dated.

8. The submission date for the SSN verification was not more than 90 days after the Form SSA-89 was signed and dated unless the authorizing individual specified an alternate timeframe. If an alternate timeframe was specified, the submission date was within the alternate timeframe.

9. The company retains all consent forms for five (5) years from the date the SSN verification was submitted to SSA.

10. For Requesting Parties that are not Principals, the company has:

    a. correctly relayed to the Principal (client) the information regarding the SSN verification received from SSA.

11. The Requesting Party’s record retention policy has the following elements, if applicable:

    a. Paper consent forms are stored in a locked fireproof and waterproof container and access is limited to authorized users.

    b. Electronic - The consent forms retained electronically, are password protected, encrypted, and only authorized personnel identified on the Form SSA-88 have access to these files. Passwords issued to personnel who no longer work for the company or no longer work in the capacity to have access to the files are voided. Paper consent forms converted to electronic media are destroyed. Disaster recovery procedures are in place and are being followed.

    c. Removable Electronic Media (e.g. CD, DVD, flash drive)- All data has been encrypted, and all removable electronic media is stored in a locked, fireproof and waterproof storage receptacle. Only authorized users have access to this media. Paper consent forms have been properly destroyed after being stored electronically.

12. The Attestation Statement is current and the signer’s authority includes authority to financially bind the company and bear responsibility for CBSV.

13. Form SSA-88 is current and all employees identified on the Form SSA-88s are still employed by the company and are performing CBSV duties.

14. For Requesting Parties that are not Principals, the agreements between the company and its Principals (clients) include the following acknowledgements:

    a. The Principal agrees that it shall use the verification only for the purpose stated in the Consent Form, and shall make no further use or re-disclosure of the verification; and

    b. The agreements acknowledge that Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration..." 42 U.S.C. § 1320b-10(a); and

    c. The agreements acknowledge that the company and its Principles are specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement for "identity verification"; and

    d. The agreements further acknowledge that the company and its Principles are specifically prohibited from advertising that SSN verification provides or serves as identity verification; and

    e. The agreements acknowledge that SSA has the right of access to all company books and records associated with the CBSV program at any time; and

    f. The Principal agrees to follow the same requirements for safeguarding and reporting the loss of PII as outlined in Section V.B.

15. The Requesting Party's audit trail and activity logs can track the activity of authorized users who request information or view SSA-supplied information within Requesting Party's system, including viewing Form SSA-89s stored electronically.

III. Compliance/Noncompliance Standards

The following are the compliance and noncompliance standards for use in required CBSV compliance attestation engagements.

Compliance Assertion	Compliance	Noncompliance
1	Signed SSA-89 provided.	Type II: Signed form not provided to auditor.
2	Written and original signature on form.	Type II: Signature is printed electronically. Social security number holder confirms that SSA-89 does not represent his/her authorization of verification.
3	Form SSA-89 approved by OMB is not altered in any way and includes the Privacy Act and Paperwork Reduction Act page.	Type II: Form is altered from Attachment A of CBSV User Agreement by either added wording or deleted wording.
4	Form includes name, date of birth, Social Security number, stated purpose Principal's name, agent (Requesting Party) name and address, signature, date, and complete address, and phone number for the authorizing individual. Missing phone number for authorizing individual is acceptable if omission is explained (e.g. individual does not have phone)	Type II: Form missing any of following: name, date of birth, Social Security number, stated purpose, Principal's name, agent (Requesting Party) name, signature, date, and complete permanent address and phone number for the authorizing individual. Type II: Form missing Principal's address, or agent address
4a	The Form SSA-89 contains the signature of a parent or legal guardian if the request is for a minor child (under age 18), or of a legal guardian if the request is for a legally incompetent adult. The parent or legal guardian signed the consent and the Company retained proof of the relationship, e.g., a copy of the birth certificate or court documentation proving the relationship.	Form SSA-89 does not contain the signature of a parent or legal guardian and the request is for a minor child (under age 18), or it does not contain the signature of a legal guardian and the request is for a legally incompetent adult. The parent or legal guardian signed the consent and the Company did not retain proof of the relationship, e.g., a copy of the birth certificate or court documentation proving the relationship.

Compliance Assertion	Compliance	Noncompliance
5	The Agent identified on Form SSA-89 matches the name (or doing business as (d/b/a)) listed on annual Attestation Statement filed prior to date of Form SSA-89.	Type II: The Agent identified on Form SSA-89 does not match the name (or d/b/a) listed on annual Attestation Statement filed prior to date of Form SSA-89.
6	The purpose stated on the Form SSA-89 is consistent with business of the Principal and is specific. Examples of a specific purpose are: mortgage loan application, verification for employment, credit card application, or seeking credit with lender.	Type II: Purpose stated on the Form SSA-89 is not specific. Examples of non-specific purpose: verify identity, confirmation, proof identity, and application. Type III: The purpose stated on the Form SSA-89 is not consistent with business of the Principal.
7	The date the SSN verification request was submitted to SSA was on or after the signature date on Form SSA-89. When the date and time the manually signed Form SSA-89 was received by the Requesting Party is available, the determination of compliance should consider time as well as date.	Type II: The submission date for the SSN verification was before the signature date on form. When the date and time the manually signed Form SSA-89 was received by the Requesting Party is available, the determination of compliance should consider time as well as date.
8	The date the SSN verification request was submitted to SSA was within 90 days of the signature date on the Form SSA-89 or was within the alternate time frame if specified by authorizing individual and submission date was within alternative timeframe.	Type II: The submission date was more than 90 days after the signature date or was after the specified alternate time frame specified by the authorizing individual.
9	Form SSA-89s are available either in paper or electronic form from Requesting Party's records seven years from verification date of the SSN.	Type II: Requesting Party cannot provide Form SSA-89 which authorizes a specific verification which occurred within 5 years of date Form SSA-89 is requested. Form SSA-89s which are obtained from the Principal for purposes of establishing compliance with this requirement are indicative of non-compliance with this requirement.

Compliance Assertion	Compliance	Noncompliance
10	The Requesting Party correctly informed Principal of the results of SSN verification. The results were not altered in any way.	Type II: The Requesting Party altered the results prior to sending them to the Principal.
11	The Form SSA-89s retained electronically are password protected, encrypted, and only accessible by personnel identified on Form SSA-88. Passwords are deactivated when employees separate from the company. If stored electronically, paper Form SSA-89s are destroyed. Disaster recovery procedures are in place and being followed. Removable electronic media and or paper forms are safeguarded in a locked, fireproof storage receptacle and only authorized personnel have access.	Type II: The consent forms retained electronically are not password protected, not encrypted, or are accessible by unauthorized personnel. Passwords are not deactivated when employees separate from the company. Paper Form SSA-89s are not destroyed. Disaster recovery procedures are in not place and not being followed. Removable electronic media is not safeguarded in a locked, fireproof storage receptacle or unauthorized personnel have access.
12	The Attestation Statement was submitted with prior year's examination report and the signer has authority to financially bind the company and bear responsibility for its compliance.	Type II: The Attestation Statement was not submitted with prior year's examination report and the signer does not have the authority to financially bind the company or bear responsibility for its compliance.
13	During the time period that any specific Form SSA-88 was the most recent Form SSA-88 filed with SSA, all Authorized Users listed on the Form SSA-88 were employees of the Requesting Party. All Authorized Users listed on the Form SSA-88 must still be performing duties relating to the CBSV system.	During the time period that any specific Form SSA-88 was the most recent Form SSA-88 filed with SSA, an employee listed on that Form SSA-88 was not an employee of the Requesting Party. It is not considered non-compliance if the Requesting Party files a new Form SSA-88 within 14 days of the termination of employment of any employee listed as an authorized user on the Form SSA-88.

Compliance Assertion	Compliance	Noncompliance
14	Agreements with Principals include: a) Restrictions on, and penalties for, reuse and re-disclosure; b) SSA's legal authority to impose civil monetary penalties; c) Prohibition of using any variation of SSA wording and logo in advertising; d) Prohibition for advertising services as identity verification; and e) SSA's right to access all Requesting Party books and records associated with CBSV at any time. f) Receipt of completed Consent Forms prior to submitting verifications. g) Following the same requirements for safeguarding and reporting the loss of PII as outlined in Section V.B.	Type II: Agreements with Principals missing any of the following: a) Restrictions on, and penalties for, reuse and re-disclosure; b) SSA's legal authority to impose civil monetary penalties; c) Prohibition of using any variation of SSA wording and logo in advertising; d) Prohibition for advertising services as identity verification; and e) SSA's right to access all Requesting Party books and records associated with CBSV at any time. f) Following the same requirements for safeguarding and reporting the loss of PII as outlined in Section V.B. Reference to provisions of the Requesting Party's User Agreement with SSA rather than specific language regarding each item listed above is considered non-compliance.
15	The Requesting Party or Principal can provide an activity log that tracks the activity of employees who request information or view SSA-supplied information in the company's system, including the Form SSA-89s stored electronically.	Type I: Failure to maintain the ability to track access to CBSV data and results, which prevents the completion of an examination engagement as required by the User Agreements. Type II: The Requesting Party or Principal cannot track the activity of employees who request information or view SSA-supplied information in the company's system, including the Form SSA-89s stored electronically.

Suspension will be lifted after the applicable penalty periods only if the Requesting Party has provided evidence and SSA has determined, that the noncompliance at issue has been resolved to SSA's satisfaction.

APPENDIX A – External Testing Environment (ETE) – (For Web Service Users Only)

CBSV User Agreement

Between the Social Security Administration (SSA)

And

External-to-SSA Developers

For External Testing Environment (ETE)

I. Purpose

The External Testing Environment (ETE) provides a dedicated test environment to be used by external-to-the Social Security Administration (SSA) developers for Consent Based Social Security Number Verification (CBSV) web services to test their software independent of SSA's development activities. The ETE gives the external developers the flexibility to test on an "as needed" basis to make sure their software remains up-to-date and continues to provide accurate data on behalf of the public to SSA systems.

The purpose of this User Agreement is to establish the conditions, terms, and safeguards under which SSA will provide access to external-to-SSA developers for testing within the ETE.

II. Definitions

Name	Description
SSA	Social Security Administration
External to SSA Developer (ETSSAD)	Employee designated by Requesting Party to process submissions.
Requesting Party	Company desiring to access and use the ETE as represented by an Officer or Employee of Company possessing authority to make legally binding commitments on behalf of the Company.
Application Sponsor	Owner of SSA application with authority to approve ETSSAD request
ETE Administrator	Employee responsible for the management of the External Testing Environment
Credentials	Personal Identification Number (PIN) and Password to access SSA systems.

III. Technical Specifications and Systems Security & Related Business Process Requirements

The Requesting Party shall secure, at its own expense, the necessary hardware, software, etc. to establish connection to the ETE. The Requesting Party must have, and shall provide at its own expense, Internet access in order to access the ETE. The Requesting Party shall provide SSA with a valid e-mail address for its representative so that SSA may communicate with the Requesting Party via email.

All Requesting Party site preparation, connection, and operating costs, as well as any other miscellaneous costs incurred by the Requesting Party to enable its participation in the ETE, are the responsibility of the Requesting Party.

SSA shall give access to ETE documentation to the Requesting Party, which SSA may amend from time to time at its discretion without amendment to this User Agreement. The requirements for submitting files, checking status, and retrieving results are set forth in the User Guide.

General Participation Requirements

In order to meet general expectations for participation, the ETSSAD will need to:

- Execute test scenarios over a stated period on a repetitive basis to ensure connectivity to SSA systems.
- Interpret test results and accurately report issues encountered during Web service testing in enough detail that they can be reproduced.
- Provide feedback to SSA regarding the application's reliability, stability, and user experience.
- Provide feedback to SSA regarding product enhancements, documentation, and help systems.
- Be able to react to SSA's software changes.
- Have technical team members available to work with the SSA technical team to troubleshoot and resolve any connectivity or compatibility challenges incurred during the testing process.

Environment and Platform

In order to meet the environment requirements the ETSSAD must:

- Have a Web service development environment that supports development using a .NET and/or Java-based industry standard technologies.
- Have a test environment that can be setup to connect to SSA's testing environment. If necessary, the ETSSAD test environment should be configured to use digital certificates generated by SSA for testing purposes.

Web Service Specific Expertise

The Requesting Party must have the following technical expertise in developing Web service clients for external Web services that have the following characteristics:

- Conformance to the World Wide Web Consortium (W3C) Web service standards (Simple Object Access Protocol (SOAP), Web Service Definition Language (WSDL), Web Service Security [WS-Security]).
- A transport layer security using Hypertext Transfer Protocol Secure (HTTPS), using Secure Socket Layer (SSL) Certificates signed by well-known Certification Authorities (CAs).
- Protected Web services that require the following authentication mechanisms:
  - Client Authentication using the Personal Identification Number (PIN)/Password as a part of the WS-Security SOAP header, and;
  - Strong Authentication (using X.509 Client Certificates), which authenticates the ETSSAD based on a digital signature over the SOAP body and timestamp element.
- Experience in successful Web service testing.

Ability to meet SSA's Schedule

The ETSSAD must work within SSA's schedule constraints. The applicant therefore must be able to:

- Perform testing during the agreed-upon time frame with help support available on weekdays between 9 A.M. and 5 P.M. Eastern Standard Time (EST),
- Support a flexible test schedule, and

- Participate in pre-scheduled technical status conference calls for the duration of testing.

IV. Responsibilities

Requesting Party's Responsibilities:

The Requesting Party agrees to create electronic file(s) to be used to test an SSA developed web service. The Requesting Party may be asked to process SSA generated test data when required.

All requests will conform to the submission requirements outlined in the ETE documentation which the Requesting Party will have access to upon successful registration for access to the ETE.

The Requesting Party agrees to provide the name, phone number, email address, and timeframe for testing. Further, the Requesting Party agrees to notify SSA if there is any change to employment status (including but not limited to, for example, long-term absence, termination of employment, change of duties relevant to ETE) for any ETSSAD authorized to use ETE. The Requesting Party will also notify SSA if they wish to revoke any employee's authorization to use SSA's ETE. The registration process will be completed by issuance of a unique access code by SSA to the Requesting Party. The Requesting Party is required to provide this code to the ETSSAD as authentication of the employee's relationship to the Requesting Party as well as being authorized by the Requesting Party to submit such requests.

SSA may change its method of receiving verification requests and providing the results to the Requesting Party at any time. The Requesting Party shall be responsible for any costs generated by SSA's decision to change its method of using the ETE.

Requesting Party Acknowledgements:

1) The Requesting Party acknowledges that Section 1140 of the Social Security Act authorizes SSA to impose civil monetary penalties on any person who uses the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, "in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration . . . ." 42 U.S.C. § 1320b-10(a); and

2) The Requesting Party acknowledges that it is specifically prohibited from using the words "Social Security" or other program-related words, acronyms, emblems and symbols in connection with an advertisement for products or services; and

3) The Requesting Party acknowledges that the information received from records maintained by SSA is protected by Federal statutes and regulations, including 5 U.S.C. § 552a(i)(3) of the Privacy Act. Under this section, any person who knowingly and willfully requests or obtains any information from SSA under false pretenses shall be guilty of a misdemeanor and fined not more than $5,000.

Note: These acknowledgements shall extend to ETSSAD that are not the Requesting Party.

SSA's Responsibilities:

SSA mission-related work will have priority over ETE requests on SSA's information systems and, therefore, SSA does not guarantee that ETE request results will be available to the Requesting Party within a specified time frame. SSA's posting of ETE request results may be delayed while SSA performs mission-related work, or while SSA performs systems maintenance.

SSA agrees to provide limited Security and Application specific Help support to ETSSAD. The intent of this support is not to troubleshoot the Requesting Party's application, rather to verify that SSA's environment is operational. ETSSADs are expected to develop their Web Service Definition Language (WSDL) based on documentation provided by SSA after successful registration.

V. Duration of Agreement and Suspension of Services

Duration of Agreement

This User Agreement is effective upon signature of the Requesting Party and issuance of security credentials and ends in the following situations:

- The timeframe stated by the Requesting Party during the registration process has ended, leading to the account being suspended.
- SSA cancels any ETE application or the entire environment at any time. However, SSA will make a reasonable effort to provide 5 days notice prior to such action.
- The Requesting Party gives notice of its decision to cancel its Agreement. In the event that the Requesting Party gives notice of its intent to cancel the Agreement, the Agreement shall terminate immediately or at the specified notice date;
- SSA and the Requesting Party mutually agree to cancel the Agreement;
- Cancellation of the Agreement is required by law and shall be effective as specified.

This agreement will come to an end if SSA determines that the ETSSAD does not demonstrate the technical and environmental expertise as stated in Section III of this document.

Note: The completion of application testing within the ETE has no bearing on access to SSA Production systems.

Suspension of Services

Notwithstanding any other provision of this Agreement, SSA may unilaterally suspend access of the Requesting Party to ETE services at the Agency's discretion. Suspension will be effective immediately upon notice by SSA to the Requesting Party and will remain in effect until lifted by SSA. During the suspension period, notifications will be sent to all ETSSAD who have used the ETE environment on updates relating to the application tested.

The Requesting Party specifically waives any right to judicial review of SSA's decision to suspend or cancel this Agreement.

VI. Amendments to Agreement

Unilateral Amendments

SSA reserves the right to make the following types of unilateral amendments to this Agreement at any time:

- Minor administrative changes (for example, changes to SSA mailing addresses, email addresses, names of personnel, locations, etc.); and/or
- Process changes (for example, how submissions are to be received and results provided to business partners)

Unilateral amendments will be sent to the Requesting Party to notify them of the change. If the Requesting Party chooses to cancel this Agreement as a result of a unilateral amendment, notice to SSA is required.

VII. Indemnification

Notwithstanding any other provision of this User Agreement, the Requesting Party agrees to indemnify and hold SSA harmless from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, representations, restitutions, damages, costs, fees, judgments, and any other liabilities associated with, or resulting directly or indirectly from, any action, including but not limited to, actions involving the disclosure of information released by the Requesting Party. SSA shall not be responsible for any financial loss or other loss incurred by the Requesting Party, whether directly or indirectly, through the use of any data furnished pursuant to this User Agreement. SSA shall not be responsible for reimbursing the Requesting Party any costs incurred by the Requesting Party pursuant to this User Agreement.

VIII. Disclaimers

SSA is not liable for any damages or loss resulting from errors in information provided to the Requesting Party under this User Agreement. Furthermore, SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by the Requesting Party. All information furnished to the Requesting Party will be subject to the limitations and qualifications, if any, transmitted with such information.

The delivery by SSA of services described herein and the timeliness of the delivery are authorized only to the extent that they are consistent with proper performance of the official duties and obligations of SSA and the relative importance of this request to others. If for any reason SSA delays or fails to provide services, or discontinues the services or any part thereof, SSA is not liable for any damages or loss resulting from such delay or for any such failure or discontinuance.

IX. Integration

This User Agreement constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this User Agreement. This User Agreement shall take precedence over any other documents that may be in conflict with it.

X. Resolution Mechanism

In the event of a disagreement between the parties to this User Agreement, the parties shall meet and confer to attempt to negotiate a resolution. If the parties cannot negotiate a resolution, the dispute shall be submitted in writing to the Deputy Commissioner of Systems, who will render a final determination binding on both parties.

XI. Persons to Contact

SSA Contacts:

ETE Project Team

Email: OSES.ETE.Support.Mailbox@ssa.gov

XII. Authorizing Signatures and Dates

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies or companies to enter into the obligations set forth in this User Agreement.

_____	_____
Requesting Party (Signature)	SSA Representative (Signature)
Printed Name: _____	Printed Name: Stephen Evangelista
Title: _____	Title: Associate Commissioner Ofc. of Data Exch. & Policy Pubs. Social Security Administration
Company Name: _____	
_____	